
ARTICLE 4—WORKING CONDITIONS

- 4.01 The BOARD and the ASSOCIATION acknowledge that the EMPLOYEE's primary responsibility is to teach and that his/her energies should be utilized to that end. If extra duties need to be assigned, they will be on a voluntary basis first and then on a rotational basis as determined by the Principal, disseminated at the beginning of the school year to all EMPLOYEES, and updated as needed throughout the school year. Any concerns would be addressed by the FAC.
- 4.02 The EMPLOYEE Work Day/Work Week
- 4.21 The EMPLOYEE workday shall consist of 7 ½ hours, except as noted in this Article with times being set by the principal with the approval of the SUPERINTENDENT.
- 4.22 The teacher's 37.5-hour workweek shall include 250 minutes of planning/preparation time within the student day to the greatest extent possible. Exceptions to this 250 minute weekly time within the student day should be addressed by the Faculty Advisory Council. Assignments shall not be made by Principals that infringe on the EMPLOYEE's daily block of planning/preparation time except for emergencies or other unforeseen circumstances or with the EMPLOYEE's approval. No EMPLOYEE shall be required to utilize his/her planning time in the presence of students except for emergencies or other unforeseen circumstances or with the EMPLOYEE's approval.
- For Workforce Education and Alternative Schools teachers, the 250-minute weekly planning time may occur before and/or after the student day.
- 4.23 EMPLOYEES teaching at a middle or high school that follows a seven period day shall receive a planning period within the student day of no less than forty-five minutes per day or 225 minutes per five-day week. In addition, these EMPLOYEES shall have a block of 25 minutes of contract time before or after the student day on one day per week as planning/preparation time.
- 4.24 The workday for high school EMPLOYEES may be extended by the Principal up to thirty (30) minutes per month for conducting meetings. Unless emergency conditions exist, the Principal shall provide forty-eight (48) hours' notice to call said meetings.
- 4.25 Both parties to this AGREEMENT recognize that increased faculty involvement is positive but causes problems with available work time. Principals will work closely with EMPLOYEES in developing schedules for meetings in order that work time is efficiently utilized, with as little infringements on planning time as possible.
- 4.26 Exceptions for EMPLOYEES working in a COVE (Collier Online Virtual Education) assignment:
- a. Deviations to the 7.5-hour workday may occur to provide flexibility to meet student needs.
 - b. In all cases, the EMPLOYEE will work total hours for the workweek equivalent to working 7.5 hours per day.
 - c. The regular workweek may include work hours on Saturday and/or Sunday.
- 4.27 Exceptions for EMPLOYEES working in non-classroom assignments:
- a. During the first five contractual days of the school year, EMPLOYEES, in conjunction with Administration, will develop a planning time schedule within the student day as per 4.022 with the understanding that planning time may be adjusted within the student day based on the needs of the school as directed by the principal.
 - b. In the event of a 1.0 FTE vacancy or extended approved leave, EMPLOYEES in same position who assume additional responsibilities for five (5) consecutive student days will be compensated per Appendix A Differentiated Pay for Additional Responsibilities in Lieu of Planning Period commencing on the 6th day.
- 4.03 Each EMPLOYEE shall be allowed to leave school twenty (20) minutes prior to the end of the 7 1/2-hour teacher work day on those days when students are in attendance but not in attendance the following day and on a day when a meeting will be held in the evening at which the EMPLOYEE is required to be in attendance and on the

day following a day when a meeting will be held in the evening at which the EMPLOYEE is required to be in attendance. EMPLOYEES in schools in which the schedule does not provide for 20 minutes between the end of the student day and end of the teacher workday may arrive at work 20 minutes later on the above referenced days. Consideration will be given to exempting middle and high school employees who teach all blocks and periods in the student schedule from extra-duty assignments.

EMPLOYEES assigned to Immokalee and Everglades City Schools, excluding Alternative Schools EMPLOYEES, shall be allowed to leave school immediately following student dismissal in accordance with the above conditions. Each EMPLOYEE may arrive late or leave early from work 20 minutes on the first workday of each week. EMPLOYEES will attend parent conferences on that day in the event a parent is unable to schedule the conference any other day of the week. If an EMPLOYEE must participate in a parent conference on the first workday of the week, the EMPLOYEE shall receive permission from the principal to arrive late or leave early on another day of that week other than Friday.

Under no circumstances shall an EMPLOYEE be allowed to leave prior to student dismissal under this provision.

Unless excused by the Principal, EMPLOYEES shall attend open house/parent nights and/or graduation exercises and contract make-up days (e.g. "hurricane days," etc.). The Principal shall designate and provide three (3) days' notice for such meetings. EMPLOYEES will not be required to attend more than two (2) such meetings per year. Attendance at meetings or school activities held on Saturdays or Sundays, exclusive of graduation exercises, shall not be obligatory for EMPLOYEES.

Early release days: The provisions of subsection 4.03 do not apply to early release days.

- 4.04 EMPLOYEES required to conduct parent conferences at locations other than their regular school(s) of assignment may do so at times outside of their normal 196-day contract year and the 7.5-hour workday. EMPLOYEES shall be compensated for all time expended in conducting such parent conferences, including travel time, at their current hourly rate based on approved timesheets. Every effort shall be made to provide a safe environment for EMPLOYEES who are required to conduct home visitations.

4.05 EMPLOYEE INSERVICE

An EMPLOYEE shall regularly attend in-service and faculty meetings. Attendance at any in-service, faculty, or school-related meetings shall not be required beyond the normal 7 1/2-hour EMPLOYEE workday except as noted in 4.02, 4.03 and 12.05.

EMPLOYEES may attend in-service training of their choice upon receiving approval of their building Principal. Individual EMPLOYEES also may be assigned to attend specific in-service training by the Principal during the EMPLOYEE's regular contract period. EMPLOYEES are encouraged to submit in-service proposals to the Principal for review. Except in case of emergency, the subject of each in-service training will be provided to the faculty of each school center at least five (5) days prior to the commencement of the in-service training.

EMPLOYEES who are required to attend in-service training outside of their normal contractual year shall be compensated at their daily rate through an extension of contract. Furthermore, extension periods shall be either immediately succeeding or preceding the normal contractual year and shall be limited to three (3) days annually with written notice given ninety (90) calendar days prior to the beginning of the contract extension period. The SUPERINTENDENT may waive the requirement to attend at his discretion.

- 4.06 EMPLOYEES shall have access to the use of a telephone for professional use or to attend to family concerns. The telephone(s) designated for such purpose(s) shall be located in areas, which provide a level of privacy. Only in emergency situations, shall EMPLOYEES make or receive telephone calls while in charge of pupils. In no event shall an EMPLOYEE use telephone facilities to make business calls.

4.07 Workplace Safety

The BOARD and each EMPLOYEE shall be subject to the provisions of Florida Statutes. Each EMPLOYEE shall report promptly in writing (email acceptable) to the Principal any physical condition in the school, which s/he considers potentially unsafe, hazardous, or unhealthy to students and/or EMPLOYEES in the school. If, after ten (10) workdays, the EMPLOYEE is dissatisfied with the Principal's written response, s/he may contact in writing the appropriate district-level administrator (i.e. Executive Director) for a review. The EMPLOYEE shall receive a written response ten (10) workdays from the date of receipt in the Human Resources Office.

4.08 Lunch Periods

A lunch period of thirty-five (35) duty-free minutes shall be guaranteed for each EMPLOYEE on each student day. With the exception of early release days, the duty free lunch period shall commence no earlier than 10:00 a.m. and no later than 1:30 p.m., unless an EMPLOYEE requests a deviation from this time frame and the Principal approves the request. Circumstances may occasionally require a deviation from the "duty-free" concept. Such deviation, however, shall not require EMPLOYEES to remain with their students unless extenuating circumstances or emergency conditions exist. With prior notification to the Principal via email, EMPLOYEES may be permitted to leave the work site during their lunch period. EMPLOYEES shall be provided a lunch period of sixty (60) minutes when students are not in attendance.

- 4.09 Any case of verbal or physical assault upon an EMPLOYEE shall be reported promptly to the Principal. The Principal shall render reasonable assistance to the EMPLOYEE in connection with handling of the incident by law enforcement authorities. Legal services may be provided at the discretion of the BOARD.
- 4.10 The parties recognize that class size has an impact on the educational process. Any EMPLOYEE who believes that his/her teaching load is excessive or that classroom conditions are detrimental to students' learning should bring the concerns forward in writing to the Principal. If, after ten (10) workdays, the EMPLOYEE is dissatisfied with the Principal's written response, s/he may contact in writing the appropriate district-level administrator (i.e. Executive Director of Human Resources) for a review. The EMPLOYEE shall receive a written response (email acceptable) within ten (10) workdays.
- 4.11 Schedules for teacher workdays, which are beyond the 180-day student school year, shall include the following (see also Appendix A):
- a. No less than four uninterrupted half-days shall be set aside to allow EMPLOYEES to work at their school site in preparation for the new student year. EMPLOYEES new to the district will be required to attend orientation sessions for up to two days outside of their regular contract. For the purposes of this provision, a "one-half (1/2) day" shall consist of no less than three (3) consecutive hours and "EMPLOYEES new to the district" does not include former EMPLOYEES returning to the district with a break in service of 18 calendar months or less.
 - b. For schedules with four or fewer grading periods per year, no less than one (1) day shall be set aside for EMPLOYEES to work at their school site at the conclusion of each of the first three grading periods in order to complete the grade-reporting process, engage in planning and parent conferencing or prepare to close out the semester. EMPLOYEES may be required to attend faculty meetings, not to exceed one hour in length, as part of these workdays. There will be a minimum of two (2) full workdays between the last student day of these grading periods and the interim report periods and the deadline for submission of grades. At the conclusion of the last grading period, one (1) full day will be set aside for EMPLOYEES to work at their school sites in order to close out the school year. Elementary EMPLOYEES shall not be required to submit final fourth quarter grades and/or comments prior to the conclusion of the final teacher contract day (preliminary fourth quarter grades and/or comments may be required to be submitted on an earlier date). For schedules that have more than four grading periods per year, e.g. 4X4 block schedule, every attempt will be made to schedule an early release day at the end of each grading period for which there is no full day between grading periods. To compensate for the loss of in-service time on the early release days, one-half of the workday at the end of the other grading periods may be used for in-service.
- 4.12 Itinerant EMPLOYEES regularly assigned to more than one school on the same school day shall not be responsible for any extra duty assignment.
- 4.13 EMPLOYEE contracts may be pre- or post-extended as required by the SUPERINTENDENT for activities including, but not limited to, new school openings and the relocation of programs or schools. Said contract extensions shall be contiguous with the normal contractual year and shall be limited to three (3) days annually. The contract may be extended beyond the three (3) day limit if mutually agreed to by the EMPLOYEE and the SUPERINTENDENT. When such pre or post extensions are required, affected EMPLOYEES shall be notified no later than May 1. Such extensions may be cancelled with no obligation due to changes in the availability of funding. If cancellation is necessary, notification will be given to the EMPLOYEES within five days of the cancellation. The SUPERINTENDENT may waive the requirement to attend at his/her discretion.
- 4.14 At the discretion of the SUPERINTENDENT, less than full-time contracts may be offered to qualified EMPLOYEES willing to share a full-time instructional assignment for not more than one school year except as recommended by the Principal and approved by the SUPERINTENDENT. All salaries and benefits shall be calculated on the proportionate basis of a 7.5-hour teaching day and a 196-day contract year (except for new teachers to the district as noted in 4.11 above) using each EMPLOYEE's appropriate salary classification.

An EMPLOYEE contracted for 50% or more of the time served by a full-time EMPLOYEE shall be credited for a full year's service for salary and retirement purposes.

An EMPLOYEE who held a full-time instructional position within the District prior to being employed on a shared contract shall be returned to full-time status in the subsequent school year provided a vacancy exists for which said EMPLOYEE is certified.

- 4.15 An EMPLOYEE shall be allowed to deviate from their regular work hours with prior approval of the Principal. All approved time must be made up within five (5) contract days of its being used. If an extension of the regular work hours is required for student safety (i.e. inclement weather or lockdown), time must be restored at a mutually agreed upon day/time between EMPLOYEE and Principal within ten (10) contract days.
- 4.16 The Board will take necessary steps to assist EMPLOYEES who decide to breastfeed their infants as provided in Board Policy 3425.