## ARTICLE VIII - TEACHING CONDITIONS

#### A. TEACHER WORKDAY

- 1. Teachers shall report to their teaching or assignment stations a reasonable time before the school day begins and remain a reasonable time after the school day ends as determined by the Board.
- Teachers will be <u>encouraged to be</u> available at all reasonable and appropriate times to attend meetings and programs with students, parents, and/or professional personnel, including administrator(s) and other supervisory personnel. When administration identifies priority activities for staff attendance, instructional staff who are unable to attend for any reason will communicate to administration two (2) working days in advance, barring unforeseen circumstance. Inability to participate in activities scheduled outside of the regular 7.75-hour workday shall not be considered grounds for discipline or reduced rating on the teacher evaluation instrument.

#### B. DUTY FREE LUNCH

Bargaining unit members will have a duty-free lunch time of not less than 25 minutes. This shall be implemented through an administratively developed equitable rotation system utilizing all school personnel as necessary. The parties agree that the Board shall not be required to expend any additional amount of money in order to implement this provision.

# C. LEAVING SCHOOL DURING THE WORKDAY

- 1. Teachers may leave the school campus during non-student contact time for occasional personal requirements without utilizing personal leave. Teachers who leave the campus must sign out in the school office, give their destination, and sign in when returning to campus.
- 2. By prior arrangement with the principals, a \*Teacher who has a supplemental obligation at another school shall be allowed to leave school during non-student contact time and prior to the close of the regular day at no loss of pay, accumulated leave, nor be required to make up time missed. If a substitute is needed, the cost will be paid by the school sponsoring the activity.
- 3. However, tThis provision shall not exempt a teacher from participating in the activities which normally occur such as faculty, department, team or grade level scheduled staff meetings,; participating in conferences with parents or professionals, or assigned duties at their primary school site.

# D. <u>SAFE</u> WORKING CONDITIONS

Teachers shall not be required to work under unsafe conditions or in a hazardous environment. Teachers may make recommendations toward establishing priorities for this purpose.

No Teacher shall be disciplined for refusal to work in an unsafe or hazardous situation.

## E. PROFESSIONAL DRESS CODE

<u>Staff Teachers</u> shall maintain a neat, clean professional appearance <u>appropriate to the setting in which</u> <u>they work</u>. Dress may not be as unusual or inappropriate as to disrupt classroom or learning activities.

Jeans that are neat and clean shall be permitted when worn with a collared shirt, blouse, or (in the case of designated spirit days) school-related shirt.

Examples of INAPPROPRIATE appearance or dress include, but are not limited to INAPPROPRIATE APPEARANCE/DRESS IS DEFINED AS BUT NOT LIMITED TO THE FOLLOWING:

- <u>Athletic apparel</u> <u>Sweatpants/wind suits/shorts are prohibited</u> (unless the employee is teaching a physical education class or when on duty for special school events such as field trips and outdoor activities where such clothing would be appropriate).
- Jeans and T-shirts shall not be worn at the same time during student contact time; however, school staff shirts may be worn with jeans during "spirit days" or other such school sponsored events as determined by the site administrator.
- Tops that have straps that are not at least <u>two (2)</u> inches in width unless covered by another article of clothing, such as a sweater, shirt or jacket.
- Clothing that is provocative, revealing, indecent, vulgar, or obscene (including low necklines, bare midriffs and excessively tight clothing, and undergarments visible or worn as an outer garment).
- Flip flops, bedroom shoes
- Un-hemmed clothing
- Hats, sweatbands, bandanas, or sunglasses inside school buildings
- Any item of clothing, jewelry or tattoo that creates a disruption of the school environment/learning activities or that poses a threat to the safety and well-being of students or staff.

More casual dress will be acceptable on  $\underline{\mathbf{t}}$  Teacher workdays. However, attire must still be appropriate dress, particularly on parent conference days.

For all instances not specifically prohibited, the site  $\underline{aA}$ dministrator shall have discretion on matters of appropriate professional dress.

Reasonable accommodations shall be made by the site a<u>A</u>dministrator for those employees, who, because of religious belief, cultural heritage, or medical reason request a waiver of a particular part of this staff dress code.

#### F. CLASS SIZE

- 1. A class shall not exceed the maximum number of students as recommended by the standards set forth by the Southern Association of Colleges and Schools and Florida Statute.
- 2. ESOL classes should be two (2) students lower than other comparable classes at that grade level/department. This lower limit allows for growth in these classes when new ESOL students enter the school. Students will not be transferred out of that class in order to maintain the class size at two (2) below.

## G. INSTRUCTIONAL MATERIALS

The Board will provide adequate teaching materials and textbooks, when these materials are in the possession of the Board. It is the responsibility of the teacher to report, in writing to their administrator, if there is a need for additional teaching materials, textbooks, or if there is any inoperable equipment. Teacher lesson plans, grade book and other teaching material shall be made available to the Administration at all times with the Teacher's knowledge.

## REDUCTION IN FORCE (RIF)

In the event the Superintendent determines that the district wide instructional staff must be reduced, the Association will be notified by the Superintendent, in writing, with an explanation of the reasons for such Reduction in Force (RIF) at least seven (7) days prior to the Superintendent's submission of his/her recommendation to the Board for final Board determination.

- 1. The Board shall determine the number of positions which will be eliminated. After the number of positions has been determined, the Superintendent will notify the Association of such determination.
  - a. Lay off shall be made as determined by the Superintendent according to the needs of the Citrus County District and identified certification.

Needs of District include, but not limited to the following:

- a) Highly Qualified
- b) Critical Shortage Area
- c) Aligned to Strategic Plan

b. Where a teacher is in the final year needed to make a person eligible for retirement the teacher will be permitted to finish the year.

c. Where all the above criteria are equal, seniority as defined herein will be the determining factor.

d. Seniority is defined as service in a certificated position, in the Citrus County School District. Seniority shall be calculated from the first duty day of the most recent period of full-time continuous employment within the district, exclusive of long term leaves of absence without pay. Halftime experience shall count as one-half of full-time experience for the purpose of calculating seniority. Seniority shall accrue annually with a year of seniority to be defined in the same way as a year's credit on the salary schedule.

e. Any member of the bargaining unit who is laid-off as part of a Reduction in Force (RIF) may elect to participate in group insurance programs for a period of one year, provided that all costs of participation are paid by the member.

f. All things being equal after the above considerations, seniority in the subject area (i.e. science, elementary education, etc) will be the next criteria.

g. If subject area seniority is equal, then total seniority in the district including jobs in the district outside the Instructional Bargaining Unit will be the determining factor. Example: two (2) teachers have the same total district and certification job experience, but one of them has an additional five (5) years as a teacher's aide/paraprofessional. All the above criteria being equal this will be the determining factor.

If this is not a factor, then the following criteria in the order listed below will be a tiebreaker:

- a) Multiple Certifications/Endorsements listed on teaching certificate
- b) Last five (5) years Overall Evaluation rating
- c) Discipline record in the last five (5) years
- d) Level of degree in certified area (ex. of degrees: bachelors, masters, specialists, or doctorate)

#### 2. Recall

The Board shall determine the positions in which recall will be made and the number of teachers to be recalled. When the determination has been made by the Board, the recall will be in inverse order of lay-off considering certification and experience in the type of position being filled.

a. Annual contract teachers shall not have recall rights. Recall rights apply only to Continuing Contract (CC) and PSC teachers.

b. As vacancies become available, the laid-off teacher with the greatest seniority, who has the area of certification needed for the major teaching assignment of the vacancy shall be offered the position first.

c. As long as vacancies exist for which there are certified teachers for the major teaching assignment required by the position, no new teachers shall be hired for the recall period. The recall period shall expire after 12 months following Board action authorizing the RIF.

d. It shall be the responsibility of the laid off teacher to be certain that the Human Resources Department has a correct, current address during lay off and to be available for mail notification. Failure to do so may result in the forfeiture of recall rights. A laid-off teacher who is notified of recall must respond within 72 hours from notification, whether or not they accept the recall. Failure of the teacher to respond within that time shall terminate the teacher's right to recall. If the laid-off teacher declines a position, any further recall rights are forfeited.

e. No credit on the salary schedule shall accrue during the laid-off period.

f. No teacher shall have recall rights to a supplemented position.

g. Upon returning to work, the laid off teacher will resume fringe benefits which had accrued prior to lay-off. These include sick leave and membership, if any, in the Sick Leave Bank, except that the member shall contribute any days due the bank at the time of recall.

#### H. TEACHER TRAVEL

Teachers whose duties require travel between schools are authorized reimbursement for automobile use pursuant to Florida Statute and current School Board policy.

#### I. PLANNING PERIOD

Citrus County Schools shall provide teacher planning in a minimum of 30-minute blocks for a total of not less than 150 minutes per week. *Each week, at least ninety (90) of the protected weekly planning minutes during student contact time shall be reserved for self-directed planning and preparation.* Schools should make every effort to schedule the 30 minutes during student contact time unless:

- 1. Mandate(s) and/or state statute(s) require the district to expend additional money in order to do so.
- 2. Staff meetings or professional development are scheduled during student contact time that would not allow sufficient time for 30 continuous minutes.
- 3. There is a week in which the school calendar does not contain five full student workdays.

Special schools or programs including, but not limited to: Crest, <u>WTCWTI</u>, Renaissance, Marine Science, AES, and Pre-K may be exempt due to unique scheduling.

Individual teachers may waive all or part of their designated planning time during student contact time.

Any exceptions not listed above shall be reviewed by the <u>Association CCEA</u> and Superintendent or his/her designee before approved by the Superintendent for implementation.

#### J. TEST SECURITY

Classroom teachers shall be responsible for the security and storing of standardized test materials when in their possession, as well as following all test security procedures mandates by the state.

No less than one week prior to the test administration, all bargaining unit members involved with the state mandated testing shall be offered a formal training on test administration protocols, including detailed instruction pertaining to testing accommodations. Bargaining unit members may request further assistance in test administration.

The District  $\underline{\text{must}}$   $\underline{\text{will}}$  provide each  $\underline{\mathbf{t}}$  eacher with a secured space for storage. If the  $\underline{\mathbf{t}}$  eacher has any issues with the locked space provided, they will notify the school administration in writing via email, after signing the security agreement document or prior to receiving the testing materials.

## K. ELECTRONIC COMMUNICATION

The Board agrees to make available an adequate number of phone lines and telephones on a private basis for Teachers' access to phone service and access to electronic communication services in each school center on a private basis provided such access does not involve additional expense to the Board and does not interfere with normal operations and functions of school personnel.

# L. <u>TEACHER AUTHORITY AND STUDENT DISCIPLINE</u>

- 1. The District's Code of Student Conduct will be enforced at all grade levels.
- 2. Teachers will establish classroom rules and consequences and shall have input into the school's discipline plan at such time it is developed or revised.
- 3. Teachers will be entitled to access the disciplinary records of students included in their instructional rosters as an aid in determining disciplinary recommendations concerning those students.
- 4. In accordance with F.S. 1003.32(3), the Teacher may refer a student to the Administrator and recommend an appropriate consequence consistent with the District's Code of Student Conduct. If the Administrator determines that a lesser disciplinary action is appropriate, the Administrator will consult with the Teacher prior to taking disciplinary action.
- 5. Administration will notify a Teacher who provides direct supervision of a student who has been arrested for any type of felony charge will be notified as soon as possible after the District learns of such arrest. Such notice will be treated as privileged and confidential information.
- 6. <u>If a teacher requests that a student be permanently removed from their class for disobedient, violent, uncontrollable, or disruptive behavior, the Administrator will not return the student to</u>

the Teacher's class without the Teacher's consent unless the Placement Review Committee as outlined in F.S. 1003.32(6) has established that such placement is the best or only available alternative.

TA#\_2-1

For the Board

Date

For the Union

Date