

SEA Proposal #1
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ARTICLE IX - DAYS AND HOURS

A. School Calendar

1. No later than May of each fiscal year, the School Board will determine the opening date of school and the 180 actual teaching days as prescribed by section 1011.30(2) F.S., or equivalent on an hourly basis as specified by rules of the State Board of Education each school year for the traditional calendar which would provide approved calendars one year in advance of the current school year. The school calendar shall be listed on the SCPS Insider, which can be found at <https://insider.scps.k12.fl.us/information-resources/>. In planning the student calendar consideration will be given to the following priorities when feasible.

- a. A teacher workday at the end of every 9-week period
- b. The Wednesday prior to Thanksgiving as a non-attendance day
- c. A winter vacation of at least two weeks duration
- d. A spring vacation of one week in duration
- e. The Federal holidays, i.e., Labor Day, Martin Luther King, Jr. Day, President's Day, and Memorial Day.

2. Prior to such determination the Association shall have the opportunity to participate in any district committee set up for the purpose of preparing the traditional school calendar. The Association may present its recommendations of student attendance days at the Board meeting at which the calendars are presented.

3. Negotiations on the remainder of the calendar shall begin at the earliest mutually agreed upon time following the Board's determination of student attendance days.

4. The Board and the Association will establish within the school calendar a minimum of two (2) days to be used as student/teacher make-up days in the event it becomes necessary to close school due to emergencies resulting from, but not limited to the following: acts of God; energy crisis; civil disorders; or other unforeseen emergencies. In the event make-up day(s) are required for teachers, said day(s) will be determined by the Superintendent.

a. The make-up date(s) will be the first established make-up day following the emergency closing.

b. In the event the make-up date(s) is designated during post-school, and it does not become necessary to utilize this designated make-up day(s), said day(s) will be considered as a post-school workday.

c. If it becomes necessary to make-up more days than that designated in the school calendar, or day(s) specified have passed, the Superintendent after consultation with the Association will present to the Board the date(s) to be used as additional make-up day(s).

For The School Board of Seminole County


Dawn Bontz, Chief Negotiator

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d. The Board shall establish two student make-up/teacher workdays in the calendar, one in each semester, if possible, to facilitate making up emergency closings as described in Section A.4 above. In the event make-up day(s) are required for teachers, said day(s) will be determined by the Superintendent.

e. In the event the designated make-up date(s) become student attendance day(s) and do not exceed the number designated date(s) on the calendar, upon Superintendent approval teacher make-up day(s) will be made up via a log of hours extended beyond contract hours equal to the number of hours required to be made up. The hours logged may begin the day student attendance resumes from the event requiring the make-up day and the District will accept logs until the end of the contract year. The log will be retained by the District. In the event of discrepancies resulting in a reduction in pay, the teacher has the right to appeal with the Director of Human Resources.

B. Teachers shall be contracted for 196 days and shall work seven (7) hours per day exclusive of lunch, for 196 days as set forth in the school calendar. Teachers may be required to attend, without additional compensation, two (2) evening assignments involving parents and teachers as designated by the principal. Upon principal approval, teachers may opt to work remotely on teacher workdays, with the exception of pre-plan days and the designated professional learning day as outlined in section I. (b) J. below. ~~If in-person attendance is required; the principal must provide written notice stating the specific operational necessity at least nine (9) weeks in advance.~~ Teachers must be available for any scheduled online meetings or professional learning during remote teacher workdays.

B. Contracted Days/Hours

1. ~~10 Month Teacher Contract~~ Teachers shall be contracted for 196 days and shall work seven (7) hours per day exclusive of lunch, for 196 days as set forth in the school calendar. Teachers may be required to attend, without additional compensation, two (2) evening assignments involving parents and teachers as designated by the principal. Upon principal approval, teachers may opt to work remotely on teacher workdays, with the exception of pre-plan days and the designated professional learning day as outlined in section I. (b) below. ~~If in-person attendance is required; the principal must provide written notice stating the specific operational necessity at least nine (9) weeks in advance.~~ Teachers must be available for any scheduled online meetings or professional learning during remote teacher workdays.
2. ~~11 Month Teacher Contract~~ Assigned to work eleven months (221 days) shall be paid the daily rate of their ten-month contractual salary including all differentials and supplements.
3. ~~12 Month Teacher Contract~~ Assigned to work twelve months (258 days) shall be paid the daily rate of their ten-month contractual salary including all differentials and supplements.
4. ~~Any teacher who works during a day not designated in their contract days shall earn their hourly rate of their ten-month contract salary including all differentials and supplements for the time worked.~~

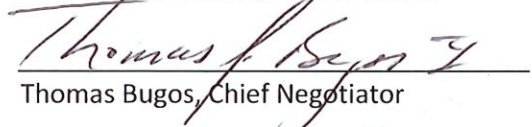
C. Work Related Travel

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~~1. Employees shall not be required to use their personal automobile for work related travel except for employees who travel between campuses of the same school, teachers who are assigned to travel as part of their school's improvement plan, employees who serve more than one school per day, teachers attending off-site professional learning or conventions, and itinerant and selected vocational teachers whose job regularly requires such use. Such teachers will be reimbursed mileage at the federal rate for travel from the first work location to other work locations during the day based on their documentation. During preplanning, the district shall provide procedures and contact information for implementation of mileage reimbursement travel for such employees.~~

~~2. An employee assigned to more than one worksite shall have one worksite assigned as his/her base school and shall be reimbursed for all mileage excluding the round-trip mileage from his/her home to his/her base school.~~

D-C. Grading Windows

1. The grading window will close no earlier than the end of the teacher workday that follows the grading period.

D.C. E. Duty Free Lunch

1. During the regular school year, the regular lunch period for each teacher shall be no less than thirty (30) minutes in each workday, which shall be duty free, except in work centers where lunch is not available on the premises, no less than sixty (60) minutes shall be allowed. In work centers where the program will not permit a minimum thirty (30) minutes duty-free lunch, the teachers' workday shall be reduced by the amount of time lunch is not duty-free.

2. In situations where there is difficulty in providing duty-free lunch, the Collaborative Improvement Team and the Principal shall meet to develop a feasible plan, acceptable to the Principal, that would provide duty-free lunch. If such a plan is developed, the Principal and the Collaborative Improvement Team will present the plan for a vote at a pre-plan faculty meeting. A vote of sixty-five percent (65%) shall be the determining factor for the ensuing year.

3. In the event that a feasible plan acceptable to both the Collaborative Improvement Team and the principal cannot be developed, the appropriate Assistant Superintendent will meet with the Collaborative Improvement Team and the principal to discuss any unresolved issues regarding duty free lunch.

4. Teachers may only be asked to give up their duty-free lunch in cases of emergency.

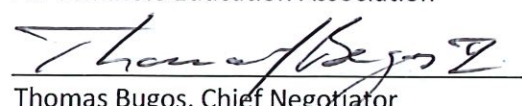
5. Request will be made in May and pre-plan of each year for teacher volunteers to serve duty during lunch to assist with the supervision of the lunch program developed in C.2. above. If volunteers are not secured, then C.2. above will be implemented.

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6. Should staffing changes occur after May the plan may be revisited during pre-plan.

E.-D. F. The beginning and ending of the regular teaching day may be varied to meet local needs.

1. When students are dismissed early and/or after-school activities are canceled due to weather emergencies, once students have been dismissed and are off campus, teachers will be released to work remotely upon principal approval.

2. If a teacher is held beyond contract hours, they will earn compensatory time to be used on days and times when students are not in attendance upon principal approval.

F.-E.-G. Plan Time

1. Elementary teachers who are assigned regular classroom instruction upon the commencement of the student day shall be given ten (10) minutes at the beginning of the teacher's day in which no administrative duties will be assigned. The purpose of this time is to set up class, run off materials and help students, etc.

Elementary school classroom teachers shall be given no less than forty (40) minutes per day or the weekly equivalent of forty (40) minutes per day for the planning and preparation of classroom work. The forty (40) minutes of scheduled planning time shall be uninterrupted and continuous.

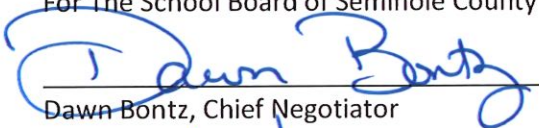
a. elementary schools, it is recognized that the School Board has adopted a school start and end time that will allow all classroom teachers to have two forty (40) minute blocks of time per day within the contracted workday.

i. One of the forty-minute blocks shall be designated as uninterrupted **and continuous** individual planning time for the classroom teacher.

ii. The second forty-minute planning block shall be devoted to uninterrupted **and continuous** planning time at least one (1) day per week. One day per week will also be devoted to PLC time where the agenda is determined by the PLC team. The agenda must align to the principles of the PLC framework. The agenda will be submitted to the administrator in advance. The remaining days will be devoted to PLC time, uninterrupted **and continuous** plan time, or tasks assigned by the principal or other administrators. Teachers shall not be required to use this time to provide intervention instruction to students. **In the event that assigned meetings (PLC, Student Study, MTSS, etc) exceed or conflict with a teacher's uninterrupted continuous plan or PLC, the teacher will be excused from one of the meetings. In the event that the PLC does not meet, the time will be designated as uninterrupted and continuous plan time.**

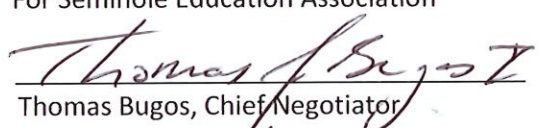
b. Elementary non-classroom teachers and elementary special area teachers will be provided planning time will be provided utilizing the weekly equivalent of one forty-minute block per day designated as uninterrupted **and continuous** individual planning time.

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2. Secondary school classroom teachers shall be given one (1) period per day of the same length as a regular class period for uninterrupted ~~and continuous~~ individual planning and preparation of classroom work or shall be given the weekly equivalent of one (1) period per day for the same purpose.

3. Exceptions to daily planning period may be made in the presence of a block schedule. However, such exceptions must be made very clear to teachers when they choose to deviate from the traditional 7 period day to a modified block. The weekly equivalent for planning time must still be provided when using a modified block. Schools on block schedule

G.-F. H. General faculty meetings shall be held no more than once a month. Except for an emergency, a written agenda will be given to all faculty members at least twenty-four (24) hours prior to said meetings. A meeting shall not be scheduled during a teacher's individual planning time. Only in case of emergency will a faculty meeting be held past the contracted day.

H.-G. I. Pre-Plan

~~1. Teachers will be provided with the equivalent of one (1) three-hour block of uninterrupted time on two (2) of the pre-planning days and the equivalent of one (1) two-hour block of uninterrupted time on one (1) of the remaining pre-planning days.~~

1. Teachers will be provided with

a. one (1) three-hour block of uninterrupted ~~and continuous~~ time on two (2) of the pre-planning days and

b. one (1) two-hour block of uninterrupted ~~and continuous~~ time on one (1) of the remaining pre-planning days.

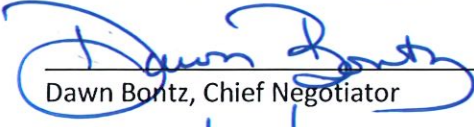
c. In schools that require teachers to be available for student/parent meetings i.e. "Meet the Teacher/Walk the Halls", one of the three-hour blocks of uninterrupted time shall be provided prior to Meet the Teacher.

~~d. Eight (8) hours of time in no less than one-hour blocks shall be designated as individual professional learning to complete state or district required trainings (i.e. Child Abuse, Bullying, Harassment, etc.) If the time designated for all of the required trainings exceeds 8 hours, then additional time within the first quarter will be designated by the school to complete the trainings outside of individual plan time.~~

d. At least one additional early release Wednesday during the month of August or September shall be designated as uninterrupted plan time to complete required professional learning (i.e. Child Abuse, Bullying, Harassment, etc.)

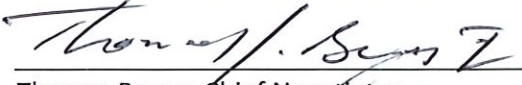
2. Teachers will be offered PD points for professional learning activities held during pre-planning days.

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3. Teachers may opt to work one or two additional pre-planning days in exchange for one or two nonstudent attendance/teacher workday(s) later in the school year except for the first post-school planning day and the professional learning day established I. b below. A written statement certifying that the teacher conducted after hour parent/teacher conferences will accompany the compensatory leave request.

4. District required half or full day meetings shall not conflict with a site's time as designated in H G.1.

I H-J. ESE Staffing/Student Study Team and/or IEP development meetings

1. The administration will endeavor to schedule ESE Staffing/Student Study Team meetings and/or IEP development meetings and other ESE related non-student activities during the teachers' workday. In the event such meetings or activities extend beyond the workday, the principal, will, whenever practicable, provide a shortened duty day at a subsequent date provided it does not require the utilization of a substitute. The teacher will not be penalized for having to leave when prior notice is not given.

a) ESE (Support Facilitators): The principal may ~~shall~~ provide support facilitators flexible scheduling to the extent possible to complete their required ESE/IEP caseload paperwork. ~~The equivalent of 2 hours each week per 10 caseload students, or the majority thereof, shall be designated as additional time.~~

b) Speech Language Pathologists: The principal may ~~shall~~ provide speech language pathologists flexible scheduling to the extent possible to complete their required SLP/IEP caseload paperwork. ~~No less than 7 hours outside of individual plan time shall be designated as caseload paperwork time.~~

J.I-K. Earned Compensation Time

1. Teachers shall be granted compensatory leave for one (1) day for involvement in parent/teacher conferences and/or documented contact (e.g. via call, virtual meeting, in person meeting, email) which extend beyond the normal workday.

A. Said compensatory leave can only be taken during a non-student attendance day(s) to include:

1) the designated plan day at the end of each quarter

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- 2) the second designated post plan day
- 3) the first designated post plan day, with principal approval

B. Said compensatory leave cannot be taken:

- 1) pre-school planning days
- 2) designated district professional learning day
- 3) one-half or one day during the year designated by the principal for professional learning/in-service which shall be announced during pre-planning. If a full day is scheduled, the following Wednesday will be an unscheduled Wednesday in addition to the regularly unscheduled Wednesday.

2. In those years where the calendar, the administration's work schedule and an adequately staffed school make it feasible, teachers may choose to return from winter vacation a day early for an optional teacher workday to accommodate new class loads and assignments in exchange for having their number of post-planning days reduced by one (1) day.

K.-J.-L. Exam / Early Release Days

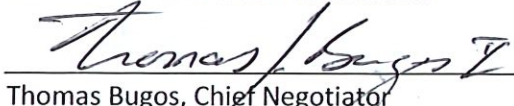
1. For high schools, the three exam days at mid-year and at the end of the school year shall be designated as exam/early-release days for students
2. For elementary and middle schools, at mid-year and the last three (3) days of student attendance will be designated as early release days for students.
3. In the event early-release day(s) for students is determined by the Board, same will be included in the calendar listed on the SCPS Insider, which can be found at <https://insider.scps.k12.fl.us/information-resources/>.
4. Early release on Wednesdays is to offer school staffs one (1) hour of uninterrupted time each week to work on school improvement.
 - a. High School & Middle Schools: Up to three (3) early release Wednesdays may be scheduled for activities designated by the administration. The remaining early release Wednesdays per month shall be unscheduled. Every reasonable effort will be made to keep the Wednesday prior to the date grades must be completed/submitted unscheduled.

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b. Elementary Schools: Two (2) early release Wednesdays may be scheduled for activities designated by the administration. One (1) early release Wednesday will be unscheduled, and the other early release Wednesday will allow employees to seek their own professional learning (PL) such as, Reading Endorsement and/or ESOL endorsement as needed for certificate renewal. Every reasonable effort will be made to keep the Wednesday prior to the date grades must be completed/submitted unscheduled.

c. Administration shall ensure one (1) early release Wednesday is unscheduled during months that have less than four (4) Wednesdays.

d. Early release Wednesdays will not be substituted for secondary planning time unless a contract deviation has been agreed to by both SCPS and SEA. A Principal, CIT, Staff Development Committee, nor any other group entity may unilaterally exchange a teacher's planning time for the time designated for school's improvement.

e. The principal will meet with a committee composed of the teacher member of the SAC, the Professional Learning representative, and an SEA representative to receive recommendations to determine dates, times, and utilization of up to three (3) for Middle and High Schools and two (2) for Elementary Schools scheduled Wednesdays each month including but not limited to faculty meetings, team/department, meetings/ planning, or professional learning activities. The established schedule will be **approved by CIT**, finalized, and posted no later than three weeks after the start of school and no later than **three weeks after one work week prior to the start of the second semester**. The committee will also review practices, procedures, and requirements that would value both the quality and quantity of designated planning time. This committee may also meet to review any unresolved issues on an as needed basis. The names of the Professional Learning Committee members should accompany the published professional learning calendar. The Director of Employee Relations will meet the above committee **with CIT** should any issues remain unresolved.

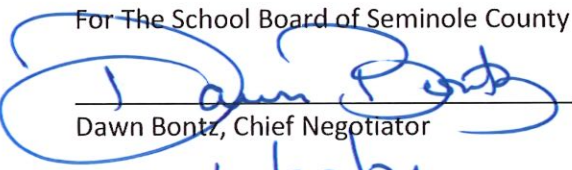
f. On student early-release days, instructional and planning time shall be reduced proportionately for that day.

g. With a minimum of twenty (20) workdays notice to teachers, a two-hour professional learning session can be scheduled on an early release Wednesday, provided teachers shall be dismissed an hour early on the next scheduled early release Wednesday. Teachers who notify the administration ten (10) days in advance of the professional learning session concerning the inability to change second-job schedules, childcare conflicts, college class conflicts, or medical appointments shall not be penalized for having to leave the two-hour in-service early. The Wednesday before Thanksgiving will not be used for a two (2) hour in-service.

~~L.-K.-M.~~ Testing Days

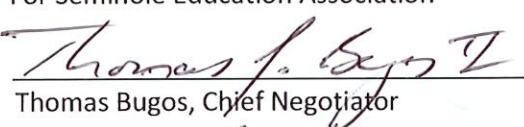
The following proctoring conditions apply for any SAT, PSAT, ACT, Florida Civics Literacy Exam, EOC Exam, AP Exam and/or any other state or national exams.

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1. Teachers shall not be required to proctor during their uninterrupted, individual planning time. Affected teachers will be given the individual choice to either 1) proctor during their plan time for compensation at their hourly rate or 2) proctor but be relieved of duties for the equivalent of the missed plan time before student dismissal on that same day. This is in addition to a 30-minute duty-free lunch.

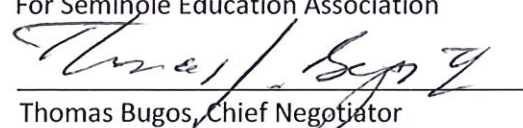
2. In the event the exam extends beyond the school day, Administration will ask for volunteers to proctor beyond contract hours for compensation at their hourly rate paid in half hour increments. A teacher will not be required to proctor beyond contract hours nor be penalized if unable to stay beyond contract hours.

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