

## **ARTICLE VI WORKING CONDITIONS**

- A. No person shall on the basis of race, color, religion, sex, national origin, disability, age, marital status, sexual orientation, gender identity or expression, genetic information, or any other reason prohibited by law, be excluded from participation in, be denied the benefits of or be subjected to discrimination, or harassment with respect to such person's employment or application for employment.

Employees are encouraged to report any allegations of discrimination or sexual harassment to their administrators or the applicable district-level departments for prompt investigation. Any claims shall be referred to the District EEO Officer and the employee shall retain all rights to pursue his/her claim through the appropriate federal and/or state agency.

Employees shall not be retaliated against for appropriately reporting discrimination and/or sexual harassment.

- B. The Board agrees that the professional affiliation (as defined by Florida Statutes 447.301(1) - (3)) and private, personal life of any employee, including additional employment, are not within the appropriate concern or attention of the Board, provided that these do not impair the employee's effectiveness and performance as an employee in the school system.
- C. The Board agrees to comply with Florida Statutes as it relates to actions in tort for damages as a result of the negligent or wrongful act or omission of an employee while acting in the scope of his/her employment. The Board shall not be responsible or liable for the actions of an employee who acts in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Further, if the employee relies on the Board for tort protection, the Board may exercise its right to settle any claim for damages brought against an employee in any manner the Board deems appropriate.
- D. The Board, upon request by an employee(s), may determine to provide legal services for employees who are charged with civil or criminal actions arising out of and in the course of the performance of assigned duties and responsibilities. However, in any case in which the employee(s) pleads guilty or nolo contendere or is found guilty of any such action, the

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employee shall reimburse the Board for any legal services which the Board may have supplied pursuant to this provision. Each determination of the Board to expend funds for legal defense of an employee shall be made at a public meeting, with notice pursuant to Section 120.595 Florida Statutes.

- E. Any employee who receives a complaint or suspects that a student has been physically, emotionally, or sexually abused by an employee shall be required to report immediately all such suspected cases of abuse or neglect. These employees shall have immunity from liability for such reporting in good faith, and shall be required to comply with follow-up investigations. For each calendar year beginning January 1, 1994, the District shall compile information on the number of investigations of abuse that have resulted in employees being put on relief of duty for that period and shall submit a report to the Association by February 15 of the following year. Such report shall include data relating to the date(s) of the incident(s), the length of the relief of duty, and the disposition of the case.
- F. No employee shall be required to make a statement upon being questioned relative to a school incident prior to seeking Association and/or legal counsel when the statement may, in the mind of the employee, be used against him/her in a civil or criminal action or state agency investigation. An employee who then refuses to provide such statements shall waive his/her right to legal protection provided by the Board, as set forth elsewhere in this Article. When an employee has requested the presence of the CTA Representative, administration shall provide coverage or schedule the meeting at a mutually agreeable time in order to ensure that the CTA Representative may attend a meeting with the requesting employee.
- G. The administrator shall take steps, in cooperation with the employee, to provide reasonable precaution for the employee's safety.
  - 1. If an employee is harassed, upbraided, abused, threatened or suffers from bodily harm or property loss by an individual or a group during the performance of his/her duties, s/he shall immediately notify his/her administrator, in writing, as soon as possible, giving in detail the circumstances thereof. This report shall be forwarded to the Superintendent.
  - 2. The parties recognize that some employee job responsibilities may require home visits, and that travel into some geographic areas may cause concern in regard to an employee's safety. Employees are encouraged to work in teams where feasible,

and to report any concerns to their administrator immediately. The parties also recognize that some employees whose jobs do not require home visits may make them on a voluntary basis.

- a. The school social worker shall assess the need for a home visit intervention based upon the school's administrator's completion of a checklist which outlines steps to obtain address and contact information.
  - b. Mobile communication devices shall be issued to school social workers. Social workers shall have the device in their possession during work hours.
3. The Superintendent shall cooperate with the employee in the event of a civil or criminal proceeding, including providing him/her with legal counsel to advise him/her of his/her rights, and shall assist the employee in connection with the handling of the incident with law enforcement and judicial authorities.
  4. A prompt response shall be given to any emergency call made to the main office during the student day. A teacher may directly call 911 in a medical emergency.
  5. Individual schools, through discussions between the administration and the Faculty Advisory Committee, shall be responsible for developing alternative ways of emergency notification in applicable cases where employees do not have access to telephones or intercoms.
  6. When an employee has reason to anticipate a threatening situation that would be beyond what an employee is normally expected to resolve, the employee and the administrator shall develop communications or security measures appropriate to the situation.
  7. It is recognized that an employee needs to be informed of a student's arrest or adjudication following the administrator's receipt of notice from the District, as provided by state law.
  8. To ensure the safety of all employees during lockdowns and other emergencies, employees regularly assigned to a worksite(s) will be added to the notification system of the work-site(s).

9. If a student and/or parent complaint results in a closed Professional Standards investigation with a finding of "Unfounded," the administrator will reassign the student related to the complaint, subject to the following. Such reassignment shall occur only if:
  - a. The teacher provides the administrator with a written request to remove the student related to the complaint.
  - b. There is an available alternative assignment within the school while maintaining the student's other classes. Maintenance of "other classes" is not meant to prohibit schedule changes.
  - c. If there is no available alternative assignment pursuant to subparagraph b above, then:
    1. The teacher and the administrator shall meet for the purpose of implementing an alternative plan, which may include virtual classes subject to parent agreement.
  - d. Such assignment must comply with applicable federal and state laws.

**10. The Board shall provide and maintain a functioning two-way radio or comparable immediate communication device for each self-contained classroom and each overcrowded classroom.**

- a. **For purposes of this subsection, an "overcrowded classroom" is a classroom with assigned students in excess of the applicable school average used for class size compliance under Florida law, or in excess of the room capacity, student station count, or occupancy limit established by applicable law, code, or regulation. The required device shall be issued within three (3) student days after the District knew or should have known that the classroom met this definition.**
- b. **The device shall be issued no later than the first student day of the school year or, for a classroom that becomes overcrowded during the school year, within three (3) student days after the overcrowded condition begins.**



employee shall be disciplined for refusal to work in an unsafe or hazardous situation where there is an imminent danger to the employee's health, safety or well-being, provided that this shall not be applicable in any circumstances where the health and safety of students otherwise clearly require employee intervention.

**1. The Board shall change HVAC filters serving occupied classrooms and employee work areas at least once every sixty (60) calendar days, or more frequently if required by the manufacturer's specifications.**

**a. The District shall maintain a maintenance log showing the date of each filter change, the area served, and the work performed.**

**1. A copy of the log for the affected area shall be posted at the worksite, made available electronically, or otherwise made available to employees at the worksite.**

**2. Upon request, the Association shall receive a copy of the log for the affected area within five (5) duty days.**

**b. If an employee reports a concern regarding an overdue filter replacement, the District shall create a work order and change the filter within two (2) duty days. The employee will be provided a written reason if changing the filter within two (2) duty days is not possible.**

L. In the case of an infectious disease outbreak that affects the District's workforce, the procedures in the Emergency Procedures Manual shall be followed. If a school or work location has cause to be shut down because of an outbreak, the Bargaining Team shall meet in an emergency session to bargain the impact.

M. Recognizing that acts of violence on campus create an unsafe and unstable working environment, the parties agree to continue to work together by means of a task force to find ways to reduce acts of violence.

**1. The parties shall maintain a joint task force to review acts of violence and other serious disciplinary incidents affecting employee safety or the stability of the school environment. The task force's review shall not include the disclosure of personally identifiable student or employee information or other confidential information protected by law.**

2. **The task force shall identify patterns and safety concerns and recommend measures to prevent and reduce acts of violence and other serious disciplinary incidents.**
  3. **The task force shall meet quarterly. The schedule of meetings shall be established during the summer and published prior to the start of the school year.**
  4. **The Union shall select the instructional representatives to serve on the task force.**
  5. **The task force may review available data and employee concerns related to campus safety, student discipline, and working conditions.**
  6. **The task force may review the Student Code of Conduct and make recommendations to the Board regarding revisions, implementation, and enforcement.**
  7. **The task force's recommendations shall be submitted to the Superintendent or designee.**
- N. When a student is identified as an exceptional education student or a student whose special needs are not being met in the classroom, it shall be the responsibility of the employee to request either an Educational Planning Conference or Educational Planning Team meeting to address the situation. This meeting shall take place within a reasonable period of time. The employee shall be kept apprised of actions taken to meet the student's special needs. When an Educational Planning Team meeting, staffing, or Educational Planning Conference is called, all teachers who work with the student shall be provided opportunities for written input and shall receive a copy of any plan written. If teachers are unavailable to attend such meetings due to conflicts in their schedule, they shall be provided the option to submit their input in writing and/or request to reschedule the meeting.
- O. A teacher shall be provided, a list of exceptional education and medically fragile students under his/her supervision. This information is for the teacher's use only and may not be copied, shared or displayed. Training of employees who perform invasive medical and other prescribed health services shall be done in accordance with Florida Statutes. Except in case of emergency, clean-up of students of a personal nature shall be done with the presence of another employee in the immediate vicinity.
- P. An employee shall be permitted to use necessary and reasonable force to quell a disturbance, to protect himself/herself or others from possible injury, to restrain a

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disruptive student or to protect personal property and district property, and such shall not be construed as corporal punishment.

Q. An employee shall not be required to perform the following duties:

1. Ride buses except for field trips during the duty day or extracurricular activities.
2. Clean instructional or work areas, such as bathrooms, floors, windows, or sinks on a daily or periodic basis.
3. Move furniture and/or materials not personally belonging to the employee in and out of rooms or from one room to another.
4. Transport students in a personal automobile.
5. Accept gate duty.
6. Work in the school clinic.

R. No employee shall be requested to search for bombs.

S. The Board shall continue to provide opportunities for CPR and AED training and certification.

T. Creation of Materials

1. Title to patents and copyrights of materials or equipment developed on school time or utilizing school supplies are equally the property of the Board and the employee. Clear title shall vest in the Board if the employee, for any reason, terminates his/her employment. An employee changing work locations within the county may retain physical possession of such materials, with the approval of the employee's current administrator.
2. Educational innovations and/or materials created by an employee during non-duty hours and utilizing his/her own supplies are the property of the employee, and the Board hereby waives the right to receive any royalties for any such development.

3. Any materials or equipment created as a result of an employee's contractual obligations to develop such materials are the property of the Board.
- U. The Board shall provide equipment and supplies to aide employees in the performance of their duties. No employee shall be required to provide personal property for school use. The Board shall not be responsible for loss of any property volunteered by an employee for school use.
1. All employees shall be provided an identification badge upon employment. The Board will, at no cost to the employee, replace badges damaged through normal wear and tear including a faded photograph, or badges which are lost or stolen.
- V. Each school shall provide:
1. Appropriate space for use as a non-student employee lounge.
  2. A room or private area for exclusive use by non-students during the duty-free lunchtime.
  3. A workroom for use by employees.
  4. Restroom facilities at each school for exclusive use by non-students.
  5. A desk, chair, computer and workspace will be provided for each employee. If the desk cannot be locked, the Board will provide the employee with another storage facility such as a filing cabinet or other area that can be locked.
  6. The use of a copier/printer. Access to a copier/printer and a private confidential area conducive to counseling and similar services shall be provided to school psychologists, social workers, speech therapists and other itinerant instructional personnel to meet with students.
  7. At least one outside telephone for use by the employees and other school personnel. The location of the telephone should be such that it affords as much privacy of conversation as possible. Such phones are not to be used for personal calls except in situations which affect the health, safety and welfare of the individual or his/her immediate family. The district shall continue to upgrade the telephone system.

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8. First aid supplies.
9. Head lice shampoo when not provided by Workers Compensation.
10. **When a classroom is rendered unusable or unsafe due to a burst pipe, roof or plumbing leak, flooding, mold remediation, HVAC failure, electrical failure, sewage backup, fire, or similar facility condition, the Board shall provide the affected employee with a temporary work location before students return to instruction in that space.**
  - a. **The administrator shall notify the affected employee as soon as practicable, but no later than the beginning of the employee's next duty day after the District becomes aware that the classroom cannot be used for instruction.**
  - b. **Any temporary classroom or alternate instructional location shall, to the extent reasonably available, include climate control, safe access, internet access, a teacher work station, student seating, a telephone or immediate communication access, and the instructional materials reasonably necessary to continue instruction.**
  - c. **Employees shall not be required to move District property.**
  - d. **No employee shall be required to instruct students in a room or area that has been identified by the District as unsafe or unsanitary until the condition has been corrected.**
  - e. **The Board shall provide the affected employee with duty-day time to pack and relocate materials, to set up the temporary location for instruction, and to return, unpack, and reset the classroom once the permanent classroom is ready for occupancy. If these tasks cannot be completed during the duty day, the employee shall be compensated at the employee's hourly rate for the additional time required.**

W. Employees shall be responsible for maintaining at their school a current home address and telephone number where they may be contacted. The employee shall not be required to notify directly the Employment Services Department of any changes.

- X. Expenditures from a faculty fund, such fund having been created by contributions from employees, shall be at the discretion of the faculty.
  
- Y. Employees shall not be required to use their personal automobiles for work-related travel except for employees such as teachers 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, and itinerant and selected vocational teachers whose job regularly requires such use. Such teachers will be reimbursed mileage 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.
  
- Z. Standardized Testing
  - 1. Teachers shall count and sign for standardized tests upon receipt. Upon return of the tests, the person designated to receive them shall count and verify by signature. A signed copy will be provided to the teacher.
  
  - 2. With respect to district assessments, students who are not testing shall not be in the same room as testing students. This shall not apply to students who have completed a test before the testing time ends.
  
- AA. Nursing employees are entitled to receive pumping breast milk-related accommodations for a period of up to one calendar year following childbirth. A member requesting these supports will notify their administrator when a need for nursing support is anticipated. The Superintendent or their designee will also review information and resources regarding these supports with members who process a leave of absence for childbirth.

The Superintendent or their designee will ensure the following are provided, if needed:

- 1. A secure location with an electrical outlet, other than a bathroom, that is shielded from view and free from intrusion from coworkers, students, and the public for the member to express breast milk. The Superintendent or their designee will support in identifying an appropriate location through consultation with the member and the administrator.

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2. Reasonable break times for a nursing employee to express breast milk each time the employee needs to express breast milk.

BB. Use of Artificial Intelligence (AI)

1. At the beginning of each school year, bargaining unit members will be provided with a list of District-approved AI platforms which may be utilized by the teachers for instructional purposes.
2. If, during the school year, the District approves any additional AI platform(s) which may be used by the teachers for instructional purposes, it will provide notification to bargaining unit members and will make available training on how to use the platform(s).
3. Employees shall not be disciplined or held responsible when students fail to follow instructions or misuse AI platform(s) for any technological malfunctions or errors generated by such platform(s); or for any information or responses generated by such platform(s). If a teacher becomes aware of a student's failure to follow instructions or misuse of an AI platform, s/he shall take action to correct the student's noncompliance. If a teacher becomes aware of a student's failure to follow instructions or misuse of an AI platform and s/he does not take action to correct the student's noncompliance, the teacher may be subject to disciplinary action.
4. **No employee shall be required to use artificial intelligence tools for instruction, lesson planning, grading, feedback, communication, or other instructional duties, except as otherwise specifically negotiated by the parties.**
5. **AI-generated suggestions, recommendations, scores, analyses, or outputs shall not override the professional judgment of the educator of record. Employees retain full authority over instructional decisions, feedback, communications, and the selection of instructional strategies and materials, including whether and how AI tools are used.**
6. **AI-generated data, analytics, recommendations, outputs, or monitoring information shall not be used as the sole or primary basis for employee evaluation, discipline, reprimand, directive, or any other employment decision.**

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- a. **If AI-informed information is relied upon in any employment-related matter, the employee shall be provided access to the information used, the source of the information, and any known limitations of the tool or output.**
7. **The introduction or use of AI tools shall not increase employee workload, add responsibilities, or expand job expectations without bargaining as required by law. Employees shall not be assigned duties related to AI monitoring, verification, implementation, correction, or enforcement without appropriate time, support, or compensation.**
8. **Employees shall not be held solely responsible for detecting, preventing, or policing student use or misuse of AI tools. Expectations regarding monitoring of student AI use shall be reasonable and consistent with the training, time, and District-approved tools provided.**
9. **Employees shall not be held personally liable for data breaches, disclosure errors, or misuse of AI tools when acting within District-approved systems, District training, and written District guidance. The District shall provide employees with clear written guidance regarding approved AI platforms, prohibited data entry, and permissible uses of AI tools.**
10. **The District shall provide paid, job-embedded training on District-approved AI tools. No employee shall be required to participate in such training or to use AI tools unless otherwise specifically negotiated by the parties.**
11. **Employees shall not be required to use AI detection tools. AI detection tools or AI-generated suspicion scores shall not be used as the sole or determinative basis for student discipline, academic integrity findings (including grading), or employee discipline.**
12. **Artificial intelligence shall not be used to replace bargaining unit positions, reduce bargaining unit positions, or remove core instructional responsibilities from bargaining unit members. The District and the Association shall review the implementation of AI tools through the Labor Management Partnership Committee or another jointly created work group, and the Association shall have the opportunity to provide input regarding approved platforms, training, workload impact, privacy concerns, evaluation**

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**issues, and other effects on employee working conditions before any material expansion of AI use.**

- 13. Prior to adopting, purchasing, or renewing any AI platform or tool affecting bargaining unit members, the District shall include bargaining unit representatives selected by the Union in the selection and procurement process. Bargaining unit members shall have the opportunity to review proposed tools, participate on any evaluation committee, and provide written feedback before any purchase decision is finalized. The District shall not finalize any AI procurement decision without completing this process.**

**CC. Classroom walkthroughs by District or School personnel, excluding school-based administrators**

- 1. In order to minimize disruption to the educational environment and protect the integrity of instructional time, no teacher shall be subject to more than one (1) walkthrough every two weeks.**
  - a. For purposes of this section, a walkthrough is any non-emergency classroom visit by District or school personnel, excluding school-based administrators, for the purpose of observing instruction, student engagement, classroom environment, or teacher practice.**
- 2. Multiple walkthroughs within a two-week period may occur only:**
  - a. With prior written notice and mutual agreement between the teacher and the school principal.**
  - b. As part of a scheduled and clearly defined instructional support initiative, provided the scope and duration are communicated in advance.**
- 3. Teachers shall have the right to request and receive written documentation of any walkthrough and to provide a written response. Any feedback from walkthroughs shall be constructive and non-punitive. Written feedback shall be provided within five (5) duty days of the request.**

4. **These provisions shall not prevent School or District personnel from walking into a classroom in response to emergency situations.**
5. **These provisions do not apply to teachers who are on a coaching cycle due to performance or to teachers who are part of the Induction Program.**