

**MAY, 2018 TENTATIVE AGREEMENT  
ARTICLE 8 – TEACHING HOURS**

**8.01 Site Time**

Required site time for members of the unit shall be those hours needed to teach and supervise students; to attend faculty meetings, department meetings, student and parent conferences, Back-to-School Night and Open House; and to perform the Extra Duties defined in 8.06 below.

Any new requirement will be evaluated prior to its adoption and will not be implemented without negotiations if it is expected to increase required site time.

**8.02 Professional Duties and Activities**

8.02.01 Professional duties, to be performed on or off site, shall include:

- Preparation for instruction
- Evaluation of student work
- The development of education plans, when appropriate.

8.02.02 Additional professional activities may include:

- Special help for students
- Curriculum and program development
- Attendance at school functions, specifically excluding any event whose primary purpose is the marketing of a site (e.g., K Information Night, Steam Nights, incoming 9<sup>th</sup> grader Information Night)
- Other activities, which arise in the course of the year, due to unexpected circumstances
- Professional growth

**8.03 Preparation Time**

8.03.01 Preparation periods shall be self-directed time for teacher use and discretion for professional activities such as:

- Preparation of lesson plans, student assignments and materials, visual aids, films, room displays, and evaluation of student work.
- Conferencing with parents, students, administrators, and other District employees as scheduled by the unit member.
- Other duties mutually agreed upon by the teacher and the principal or immediate supervisor.

Members shall notify the site administrator or designee before taking their preparation period off of their assigned site. Site administrators retain the discretion to meet with teachers during their preparation time on occasion.

8.03.02 Time for preparation and planning shall be allocated as follows:

One hour a week of teacher planning time shall be arranged for Child Development Center Teachers, except for teachers working a split shift. Teachers on a split shift will be entitled to a maximum of the equivalent of two (2) days preparation time per year, as authorized by the administrator. State licensing ratios will need to be maintained in this arrangement. The planning time will be established between each teacher and the director as long as there is not additional cost to the program.

Transitional Kindergarten Teachers: Preparation time begins after the completion of their student day. As with other teachers receiving a daily preparation period, in-lieu time will only be granted per 8.04(a) or (b) below.

Kindergarten Teachers: If the District operates a “full day” Kindergarten day consistent with the 2017/18 school year, Kindergarten teachers shall receive four 60-minute preparation periods per week, three of which shall be individually scheduled, and one self-directed common preparation period.

If the District operates a Kindergarten day consistent with the 2015/16 school year, preparation time shall begin after the completion of the student day. As with other teachers receiving a daily preparation period, in-lieu time will only be granted per 8.04(a) or (b) below.

The District shall provide the Association with a schedule for the kindergarten day no later than January 31 of the prior school year.

During the 2018-19 school year only, kindergarten teachers shall receive one additional release day per trimester for teacher-directed professional activities.

Elementary Grade Teachers: Four 60-minute preparation periods per week, three of which shall be individually scheduled, and one self-directed common preparation period.

Any unit member who loses his/her individually scheduled preparation period due to a holiday identified in article 8.08.02 (excepting full-week breaks) shall have the option to work up to one hour beyond his/her professional work day in order to make up the missed preparation period. Such work shall be consistent with the purposes set forth in article 8.03.01 and shall be compensated at the District hourly rate.

On other occasions during the instructional year when an individually scheduled preparation period is missed due to District scheduling, in-lieu time shall be granted. Fourth and fifth grade classroom teachers shall receive one additional release day per trimester.

Unit members shall not be assigned preparation periods on Monday for more than two consecutive school years unless the unit member requests it.

Middle School teachers (6-8): 5 periods per week within the student day.

Secondary teachers (9-12): 5 periods per week within the student day.

A period refers to a student period.

For any exceptions to preparation time and/or scheduling, a waiver request must be submitted to the Association.

#### 8.04 In-Lieu Time

- a. In-lieu time shall be granted when, during a preparation period, a unit member supervises another unit member's class for one period as assigned by the administrator. The assignment shall be presented to the employee in writing.
- b. In-lieu time shall be granted when a teacher takes additional students into his/her classroom because of the absence of another teacher. In-lieu time shall be credited when the additional students, plus the regular enrollment of that class, exceeds class maximum as stated in the contract.
- c. Accumulated in-lieu time may be turned in for compensation by submitting a time card to Human Resources. In-lieu time shall be paid at the contractual hourly rate. The minimum payment for a missed preparation period shall be one hour.

#### 8.05 Lunch Time

Every member of the bargaining unit shall be entitled to not less than a forty (40) minute duty-free uninterrupted lunch period per day, except on rainy days or any other day with a variation in schedule when the lunch period shall be no less than thirty (30) minutes. Unit members and site administrators may mutually agree that members will perform the extra duties provided for in section 8.06 below during the member's lunch period. No unit members shall be required to perform extra duties during the member's lunch period.

#### 8.06 Extra Duties

Faculty members have the option to select, in advance, those extra duties they would prefer to perform. Sign-ups for extra duties will occur at the beginning of the school year and as events are placed on the school calendar. Documentation of extra-duty events served will be kept by the site administrator and will be made available upon request. Any questions concerning the assignment of or the crediting and accounting of extra-duty events will be addressed to the site administrator.

Where possible, the administration shall provide advanced written notification of extra-duty assignments.

8.06.01 All middle school and high school unit members shall select up to four (4) extra duties at 4.0 hours for a total of 16.0 hours from among the following areas:

Athletic events

Dances

Plays

Graduation

High School Class Sponsor (equivalent of 4 extra duties)  
Club Sponsor (equivalent of 2 extra duties)  
PTA or PTSA representative  
AEA representative, officer, or negotiating team member (maximum of two extra duties)  
School Site Council  
ELAC  
Leadership Team  
Go Green Coordinator  
Other additional duties as mutually agreed upon by the unit member and administrator  
Events lacking coverage will be assigned to faculty members with the fewest accumulated events.  
There shall be a maximum of two (2) class sponsors per class at the high school.  
The sponsoring of student clubs shall be voluntary.

8.06.02 Elementary school members shall select duties in the following areas:

PTA  
SSC  
DLAC  
ELAC  
Event supervision, such as science fairs, carnivals, concerts, etc.  
AEA representative, officer or negotiating team member (maximum of seven [7] hours credit)  
Go Green Coordinator  
Leadership Team  
Emergency Preparedness Coordinator(s)  
SST  
Sunshine Committee Coordinator(s)  
Other additional duties as mutually agreed upon by the unit member and administrator

8.06.03 No unit member will be required to perform extra duties beyond 16.0 hours in a school year.

As duties vary from site to site, administrators will consult with unit members at their request at the start of each school year regarding the expectations and anticipated time commitments of the site's extra duties.

8.06.04 All extra duties and obligations shall be equitably and reasonably distributed. Such duties will be posted as assigned. Part-time members shall be expected to perform non-teaching duties as set forth in this section on a prorated basis in the same manner as full-time employees.

Activities and events that do not have enough staff sign-ups will be assigned by the administration to members of the faculty that have the least number of events served and/or the least number of events committed for the school year.

8.06.05 Traveling Employees

Unit members who are required to travel between school sites within a given day in the performance of their duties shall be assigned non-instructional duties as described above. Principals shall confer regularly to see that these duties are assigned in such manner.

#### 8.07 Faculty Meetings

Unit members shall not be required to attend more than two (2) faculty meetings per month. The meetings shall be of one hour duration each except in unusual circumstances.

#### 8.08 Length of Work Year

8.08.01 The length of the work year for members of the unit shall be 185 days, of which 180 shall be teaching days, two (2) shall be work days, and three (3) shall be staff development days.

#### 8.08.02 Calendars

Calendars for future school years (beginning with the 2020/21 school year) shall be jointly developed on an annual basis by a committee consisting of three members selected by the Association, three members selected by the District. Additionally, one member from each of the other recognized bargaining units within the District may serve on the committee in a non-voting, advisory only capacity. The calendar committee shall propose two calendar options for the school year no later than December 1. The committee's proposed calendars shall be submitted within 30 days to the Association's membership. The two options will be voted upon by the Association membership by February 1. Within 30 days, the option chosen by the Association's membership shall be submitted to the District's Governing Board for consideration. The calendar selected by the membership shall not take effect unless ratified by the District's Governing Board. If the Association and the District cannot agree to a calendar through this process, the last agreed-upon calendar shall remain in effect.

The calendar committee may consider the following guidelines, which have been developed with the intention that the District and the Association create calendars in conjunction with education code provisions, parent and community needs, student testing, and the need to maximize student attendance.

#### Teacher Work Days

Two teacher work days occur within the work year for unit members.

#### Teacher Staff Development Days

Three (3) staff development days occur within the work year for unit members.

#### August/September

The first Monday in September shall be observed as Labor Day.

#### November

Veterans Day shall be observed as a holiday on November 11, as well as the Thanksgiving holiday, proclaimed by the President. The Friday after Thanksgiving will be observed as a local holiday.

#### December

The winter break shall be at least 10 work days. December 25 and January 1 shall be among the 10 days selected for the winter break.

#### January

Martin Luther King's birthday shall be observed as a holiday on the third Monday in January.

#### February

President's Day shall be observed as a holiday on the third Monday and Lincoln's Day holiday shall occur on the Friday before the President's Day holiday.

#### March/April

Spring break will be for five (5) work days.

#### May

Memorial Day shall be observed as a holiday on the last Monday of the month.

#### June

The last day of the work year will be no later than the Friday of the third full week in June.

8.08.03

Any state-mandated increase in the length of the student day need not be negotiated as long as the requirements of this Article are met; however, the District is obligated to negotiate the impacts of any such increase.

8.09 Kindergarten Teachers

- 8.09.01 All Kindergarten classes will have minimum release days from the first student day through the end of the third week of instruction.
- 8.09.02 Kindergarten teachers may allow a student to take a rest period.
- 8.09.03 Kindergarten teachers who, at the written direction of their administrator, attend kindergarten information night will be paid for their time, at a minimum of one hour.

8.10 Middle School Teachers

Full-time middle school teachers shall not be assigned to more than six (6) teaching periods per day.

8.11 Committees

- 8.11.01 Participation on school site and cross-site department committees normally shall not result in additional compensation even if some of the required hours are outside of the student's instructional day. Additional pay may be provided at the discretion of the site administrator.
- 8.11.02 Any District committees, with a majority of committee members' consent, may meet after school rather than during the school day. If the committee chooses to meet after school, unit members attending shall receive an hourly rate for time spent in the committee after the regular workday.