

member's full knowledge that schedule and assignment of the position may be adjusted based on the needs of the curriculum, subject to the following conditions:

1. He/she submits a written statement to the District promising to return to his/her same building by a specific date within one (1) year of beginning the leave.
2. The District is able to find a qualified teacher under the terms of Section 9.12 to fill the position for the leave period.
3. If the unit member takes leave beyond one (1) year, then the unit member's rights in Section 9.11 are terminated.
4. The unit member's rights in Section 9.11 are subject to the terms of Section 12.10 on reduction in force and recall.
5. The District notifies the unit member before the leave is granted that the unit member's return to work position can not be at the same building or position because a staff reduction is contemplated and subsequently occurs.

9.12 **TEMPORARY UNIT MEMBER:**

The District may hire a temporary unit member as provided in Section 1.1.6 or to fill a vacant position created by another unit member's leave taken under the terms of Sections 9.11 and 9.3.1.d or voluntarily transfer a unit member to fill this vacant position. The District may also hire, for the remainder of a school year, a temporary unit member to fill a vacant position created by a retirement, resignation or termination if the vacancy has occurred on or after the first day of classes.

A temporary unit member hired solely for the purpose of filling a vacancy created by a leave listed in Section 9.11 or a personal leave in Section 9.3.1.d, may be hired only for the term of the study, parental, medical or personal.

A temporary unit member hired solely for the purpose of filling a vacancy created by a retirement, resignation or termination, may be hired only for the balance of the school year.

## **ARTICLE 10 - WORK SCHEDULE**

10.1 **UNIT MEMBERS' WORKDAY:**

Building Administrators will provide all unit members the opportunity to collaborate on decisions involving the work schedule issues in this Article. For purposes of salary computation, the workday shall be fixed at eight (8) hours.

10.1.1 **THE PROFESSIONAL DAY:** For purposes of fulfilling professional responsibilities associated with teaching, an eight (8) hour workday will be flexible, and will be guided by these principles:

- a. Unit members recognize that their responsibility to students requires the performance of duties involving the expenditure of time beyond that of the student day, and shall be available for student and/or parent consultation, as well as other professional activities and responsibilities.
  1. On those occasions when unit members will not be available immediately after the student day, they will notify the building office personnel.
  2. It is not the intent of this article to require unit members to work beyond an eight (8) hour day.
- b. Unit members will schedule regular times when they will be available, and will communicate these hours to their students and parents in a timely manner.
  1. Unit members will make reasonable efforts to adjust their hours in order to be available to students and parents as necessary.
  2. Bargaining unit members will provide written notification to the building principal of their established hours of availability.

10.1.2 **FACULTY MEETINGS:** Building staffs will collaborate with the building administration to set a yearly schedule (including dates and times) of staff meetings. Unit members will make attendance at these meetings a high priority. It is not the intent of this Section to require unit members to work beyond an eight (8) hour day. Administrators and staffs are encouraged to regularly schedule no more than two (2) staff meetings per month.

10.1.3 **OTHER MEETINGS:** Department, Team, Grade Level, Student Staffing, Continuous Progress, and other professional meetings shall be scheduled (including beginning and ending times) as needed by participating unit members in collaboration with the building principal. Unit members will not normally be required to participate in these additional meetings on more than one day each week, excluding IEP meetings. On that day, it is not the intent of this section to require unit members to work beyond an eight (8) hour day. Other meetings will not be scheduled

during grading days, grading and conference days, and progress report days as designated on the adopted school year calendar. In addition, meetings will not be scheduled during the one-hour uninterrupted elementary continuous preparation time (Section 10.1.5.e). The intent of this Section is not to preclude individuals or team members from voluntarily meeting/planning together on the aforementioned days or preparation time. During such informal voluntary meetings, decisions affecting unit members will not be made.

- a. The District and Association recognize that meetings are a regular part of the special education bargaining unit member's day. These commitments will be considered when special education unit members build their schedules (including student contract meetings, preparation time, and itinerant teacher travel time).

- 10.1.4 **PROGRAM COMMUNICATION:** Communication on educational offerings of the District schools will generally be established collaboratively by the administration and unit members at each site.

With parental input, unit members and the administration at each site will determine how to spend their time and talent to involve the public in their programs. Decisions, for example, on Open House, Curriculum Meetings, Group Conferences, the building-wide scheduling of Individual Conferences, or other communication-related programs will be co-determined by the administration and the staff.

- 10.1.5 **PREPARATION TIME:** All unit members shall be provided at least one period of preparation time during their work day.

- a. Unit members shall not be assigned to supervise or instruct students during their preparation time.
- b. Middle and high school unit members shall be guaranteed a preparation period during the instructional day.
- c. Elementary unit members shall have at least one hundred fifty (150) minutes of preparation per week, with no daily portion smaller than twenty (20) continuous minutes. Every effort will be made to make the daily preparation time thirty (30) continuous minutes in length. This 150 minutes is in addition to the one (1) hour of uninterrupted preparation time in Section 10.1.5.e.
- d. When an administrator initiates and assigns unit members to work during their preparation period, they are paid at their prorated per diem rate.
- e. The purpose of Section "e" is to have elementary schools schedule an hour of continuous preparation time for bargaining unit members.

Each elementary school bargaining unit member shall have a continuous hour per week of preparation time during the normal student day. Student instructional time must meet or exceed state standards. The school administration will schedule required meetings at times other than during this additional hour of preparation time. This hour of preparation time must be continuous except as provided below.

1. A school may adopt a plan for a non-continuous hour of preparation time if the school bargaining unit staff members and administration adopt the schedule by consensus, and the length of the student instructional day is not increased for the purpose of adding the hour. The non-continuous schedule must have a clear benefit for the school's program and every effort must be made to minimize the impact on the school's normal class size.

- 10.1.6 **MORNING BREAK:** District will make every effort to schedule a fifteen (15) minute break for every unit member every morning. In no case will the bargaining unit member be required to supervise students during the break.

10.1.7 **KINDERGARTEN CONFERENCING AND REPORTING:** The kindergarten unit member and building administrator will collaborate on a parent/teacher conference schedule which meets the guidelines of one of the following:

	Option 1: Half-Day Release	Option 2: Extended Contract	Option 3: Full Day Release
Unit members assigned to teach one (1) kindergarten session	Use up to five (5) half-days of sub release time for conducting parent/teacher conferences.	Conduct parent/teacher conferences on their own time and convert each unused half-day release time (provided in Option 1) to two (2) hours extended contract.	Use up to two (2) full days (eight (8) hours each) of sub release time for conducting parent/teacher conferences.
Unit members assigned to teach two (2) kindergarten sessions	Use up to ten (10) half-days of sub release time (i.e. five (5) half-days per each session) for conducting parent conferences.	Conduct parent/teacher conferences on their own time and convert each unused half-day release time (provided in Option 1) to two (2) hours extended contract.	Use up to two (2) full days of release time and either: (a) five (5) half-days of release time; or (b) two (2) hours extended contract time for each unused half-day.

Unit members who are assigned to teach full-time or two kindergarten sessions will release students for the purpose of parent/teacher conferences on the same school conference schedule as grades 1-5.

All unit members assigned to teach kindergarten will schedule a minimum of one parent/teacher conference and complete two report cards to report student progress during the school year.

Any extended contract time provided by this section will be paid at the unit member's per diem rate.

Unit members assigned to teach one (1) kindergarten session will receive an additional one-half (1/2) release day for the purpose of preparing reports. In the alternative, the member may convert the one-half (1/2) release day to two (2) hours extended contract.

Unit members assigned to teach two (2) kindergarten sessions will receive an additional full release day for the purpose of preparing reports. In the alternative, the member may convert the release day to four (4) hours extended contract.

10.1.8 **KINDERGARTEN IA TIME:** The District will allocate the budgeted time for kindergarten Instructional Assistants (IAs) only to kindergarten sessions.

10.1.9 **ELEMENTARY CONFERENCES:** Elementary school principals will collaborate with the school's unit members before deciding when and how to conduct all-school parent conferences. Elementary school unit members who participate in all-school parent conferences after 4:00 p.m. will be compensated with an equal amount of workday hours off. If an elementary school unit member has greater than twenty-eight (28) students for the all-school parent conference, he/she will be compensated for one half (1/2) day at his/her per diem rate.

10.1.10 **MIDDLE SCHOOL CONFERENCES:** Middle school principals will collaborate with the school's unit members before deciding when and how to conduct all-school parent conferences. Middle school unit members who participate in all-school parent conferences after 4:00 p.m. will be compensated with an equal amount of workday hours off.

## 10.2 WORK YEAR:

The Board shall adopt a school calendar of one hundred ninety-two (192) contract days which includes a teacher planning day as the first day of the scheduled year.

10.2.1 Five (5) paid holidays shall be Labor Day, Veteran's Day, Thanksgiving Day, President's Day and Memorial Day.

10.2.2 If any of these holidays fall on a Sunday, the holiday shall be observed on the following Monday. If the holiday falls on Saturday, the holiday shall be observed on the preceding Friday. Part-time unit members shall receive holiday compensation on a pro-rata basis. As needed, their regularly scheduled hours will be adjusted in order to assure appropriate pro-rata holiday compensation and scheduled hours.

10.2.3 Unpaid vacations shall be continuous blocks of time, excluding Saturdays, Sundays, and holidays. The work year shall include:

- a. Thanksgiving unpaid vacation shall be at least one (1) day.
- b. The length of winter unpaid vacation shall be determined by the procedure outlined in Section 10.2.4.
- c. Martin Luther King Day is an unpaid day.
- d. Spring unpaid vacation shall be at least five (5) days.

10.2.4 Procedures for Association involvement in the development of a school district calendar:

- a. The District shall present the proposed school calendar to the Association at least sixty (60) days prior to the Board's consideration of the proposed calendar. The Superintendent or designee will attempt to resolve any differences regarding the calendar.
- b. In the event of disagreement between the Association and the Superintendent, the Association may present its calendar with appropriate rationale directly to the Board for consideration.
- c. If the Board rejects any of the Association's recommendations, the Chairperson of the Board shall notify the Association in writing of the reason(s) for the rejection.
- d. The District shall give the Association at least forty (40) days notice prior to the District's proposed calendar change for specific unit members. The District and Association shall collaborate in addressing any difference on a proposed calendar change.
- e. In the event of an unresolved issue on a proposed calendar change for specific unit members, the Association, within the forty (40) days notice, may present its desired calendar with appropriate rationale to the Superintendent for review and a final calendar decision.
- f. Except for the provisions of Article 10.1.5.e – Elementary Preparation Time, the following process will be used to implement a schedule change for a school's student-day late start, early release, or full day release:
  1. The principal, site council and licensed bargaining unit members will collaborate to create a late start, early release, or full day release schedule change and forward the proposed change to JCAC.
  2. JCAC will review the proposed schedule change and verify that the change does not violate the collective bargaining agreement prior to implementation.
  3. The schedule change must be approved by both the principal and by a vote of at least 75% of the licensed bargaining unit members voting at the site in support of the schedule change.

## 10.3 EMERGENCY SCHOOL CLOSURES:

Whenever hazardous weather forces school closures for students, the Superintendent will notify unit members regarding whether they must report for duty by following the same procedures he/she uses to notify students and parents of the emergency school closure. When hazardous weather conditions make it imprudent for a reasonable person to travel to the unit member's assigned school, the unit member should notify the principal or immediate supervisor immediately. This shall be District-wide policy.

Individuals not in attendance will have the option of using a personal leave day, vacation time if they are entitled to such a benefit, or they may take unpaid personal leave. The provision will not be applied when there is an emergency school closure for unit members as well as students.

10.4 STAFF DEVELOPMENT TIME FOR STANDARDS BASED INSTRUCTION:

In addition to already planned staff development unit members responsible for Standards Based Instruction record keeping and assessment will be provided release time as follows.

Each unit member with work sample responsibility will be provided up to twelve (12) hours of release time that can be scheduled during the school year in increments of four (4) hours, subject to substitute availability. This day can be used for record keeping, assessment or planning related to standards based instruction. The amount of funds available for these release days will be \$50,600. If the payments in one year exceed the cap of \$50,600 then the cap in the successor year will be reduced proportionally and for that year, unit members will be provided only one full release day or two half days.

10.5 STAFF DEVELOPMENT AND PROFESSIONAL PLANNING DAYS:

10.5.1 The District may require unit members to participate in mandatory staff development provided it is during the workday unless the workday is designated as a teacher planning day by the terms of this Agreement.

10.5.2 Only for the term of this Agreement through June 30, 2013, if unit members voluntarily participate in paid staff development outside paid contract time, they will be paid at a daily rate of \$276 (for eight [8] hours) or an hourly rate of \$34.50.

10.5.3 The work year shall include a unit member professional planning day as the first day of the scheduled work year.

10.5.4 On the professional planning day following Winter and Spring breaks, the District will provide full-time members with at least two (2) hours of uninterrupted preparation time on site. The preceding will be prorated for part-time employees.

10.5.5 The first day of the second semester will be a no student day, divided into no more than 3.75 hours of professional development and no fewer than 3.75 hours of uninterrupted planning time. All reasonable efforts will be made to have the professional development time in the morning. The Association and the District will collaborate to determine placement of this day in the trimester calendar.

10.5.6 For 2010-11 the school year will be reduced by six (6) student days and the new day established in Article 10.5.5 for a total of seven (7) contract days. The District and the Association will collaborate on the distribution of these days on the work calendar. In the event the District receives additional state support, federal funds, or unexpected funding from any source other than grants, one day will be added back for each \$450,000, up to a total of five (5) days.

10.6 SPLIT-SHIFT SCHEDULE:

Part-time unit members will not be required to work a split-shift schedule. A split-shift schedule is when a unit member's work day schedule is split by any unpaid time that exceeds a total of 15 minutes at a school. A unit member who volunteers to work a split-shift schedule will be paid a .065 FTE stipend. This stipend will be included as salary compensation and will be considered as such in determining all benefits. The District will inform the Association of all positions that will include a split-shift prior to posting and at the conclusion of the displacement process in September.

10.7 PART-TIME FTE CALCULATION:

Part-time unit member FTE will be calculated as follows: assigned weekly student instructional minutes divided by assigned weekly student instructional minutes of a similar 1.0 FTE assignment at the same site. The resultant number will rounded up to the hundredth place.

By October 15 and March 15 of each school year, the District will report to JCAC any current FTE assignments that are 0.45 - 0.49.

## ARTICLE 11 - POSTING, DISPLACEMENT, AND TRANSFER

11.1 POSTING:

11.1.1 Postings for the following school year shall begin with an exclusive three-week posting period for qualified bargaining unit members. The District shall continue to post all known vacancies until July 31.

11.1.2 Bargaining unit positions in the District Educational Support Services Department (ESS) can be posted in an exclusive three-week posting session with a different beginning and ending date.