

**San Diego Unified School District
Proposal to the
San Diego Education Association
Proposal**

Article 8 (Hours)

SDEA Proposal Passed June 19, 2014

District Counterproposal Passed August 21, 2014/Versions 1 and 2

SDEA Counterproposal Passed August 25, 2014

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SDEA Counter Proposal Passed November 4, 2014

District Counter Proposal Passed December 1, 2014

SDEA Counter Proposal Passed January 15, 2015

District Counter Proposal Passed February 2, 2015

The District reserves the right to modify, amend, delete, or add to its proposals throughout the course of the negotiations.

ARTICLE 8. HOURS OF EMPLOYMENT

Section 8.1: CONTRACT DUTY DAYS

- 8.1.1. The basic academic teaching year shall consist of no more than one-hundred and eighty-four (184) teaching and non-instructional days. The basic work year for School Psychologists and Senior School Psychologists shall consist of one-hundred and ninety-one (191) workdays. The basic contract work year for OCILE unit members will be two-hundred (200) work days. The basic contract year for Speech-Language Pathologists and Senior Speech-Language Pathologists shall consist of one hundred eighty-four (184) work days. Extended work years are set forth in Appendices A, B, F, and G.
- 8.1.2. Regardless of school calendar to which assigned (traditional, single-track year-round, etc.), unit members who are employed as of July 1 of any year shall be provided the opportunity to earn a full work year's retirement credit and a full work year's compensation during each fiscal year (July 1 to June 30) of employment by the District.

Section 8.2: CALENDAR

- 8.2.1. Calendar Committee: The District agrees to establish a joint calendar committee composed of an equal number of district representatives, association representatives and other stakeholder representatives appointed by their respective groups. The size of this Committee shall be determined by mutual agreement of all Parties.

The purpose of this Committee shall be to develop a multi-year instructional master calendar which includes traditional and single-track year-round schedules, non-paid holidays and other non-paid days. This Committee shall present the calendar to the Board of Education one (1) year prior to its implementation.

- 8.2.2. In the event that the Association disagrees with the Committee's recommendations, the District, upon request, agrees to negotiate with the Association on the proposed Master Calendar at least two (2) months prior to its adoption by the Board. Such negotiations shall take place, as necessary, separate and apart from regular contract negotiations through the Contract Administration Committee. Negotiations shall commence sufficiently in advance so that agreement is reached and the new calendar(s) is adopted by the Board of Education at least one (1) year prior to its commencement.
- 8.2.3. Unit members who, by virtue of their assignment, are required to work an individualized calendar will develop such a calendar, subject to approval by the immediate supervisor to assure that it has the appropriate number of workdays,

that it does not conflict with district or site scheduled activities or staffing needs, and that it conforms to appropriate district holidays.

Section 8.3: MINIMUM, SHORTENED AND MODIFIED DAYS

With input from the staff, the instructional schedule for minimum, shortened, and modified days shall be determined at the site by the supervisor after informing staff and providing them with an opportunity to give input.

Section 8.4: STUDENT GRADE REPORTS

8.4.1. In secondary schools, no site supervisor shall require unit members to submit grades and reports prior to the first working day following the conclusion of the report period (first, second, and third quarters only unless approved by the appropriate division head).

Fourth quarter grades shall not be required earlier than 8:00 a.m. on the last teacher workday of the semester, except for students being promoted to senior high or graduating students. For all four (4) quarters, notices of failures and unsatisfactory citizenship may be required prior to any of these cutoff times to facilitate counseling and/or provide for parent notice.

8.4.2. In secondary schools using six (6) student grade reports during the school year, sometimes referred to as the six (6) week student progress report, unit members will fill in the grades on the assigned date for the first, second, fourth, and fifth report card.

A "D" or an "F" mark on the second or fifth student grade report will constitute compliance with the requirement for a notification of unsatisfactory progress (warning notice) if a pupil is in danger of failing a course. The dates for semester student grade reports will be as stated in Section 8.4.1.

Section 8.5: WORKDAY AND WORKWEEK

The District and the Association recognize the principle of an eight (8) hour unit member workday, and a forty (40) hour workweek for persons employed on a full-time basis during the regular school year.

8.5.1. Full-time classroom teachers shall be required to remain on site for a minimum of six (6) hours and thirty-five (35) minutes a day, exclusive of a duty-free lunch period. The duty-free lunch period shall be a minimum of thirty (30) minutes. (See Appendix H for part-time certificated assignments.)

8.5.2. The Parties recognize that the services performed by non-classroom certificated staff such as Counselors, Library Media Teachers, School Nurses and similar non-classroom positions contribute substantially to the instructional program and may require that services be provided outside of the six (6) hour and thirty-five (35) minute day but within the forty (40) hour week. The Parties also recognize that unit members' morale and collegiality requires that work hours be as equitable as possible. (See Appendix H for part-time certificated assignments.) To this end, the Parties agree that:

8.5.2.1. It is expected that non-classroom unit members remain on site when their assignments, or other scheduled responsibilities connected with their assignments, occur after the six (6) hour and thirty-five (35) minute day. However, it is not expected that such unit members would routinely be required, to remain on site for eight (8) hours each school day or to obtain daily approval to leave site prior to the expiration of an eight (8) hour day.

8.5.2.2. Mutual arrangements between such unit members and their supervisors should be worked out for the year.

8.5.2.3. Unit members covered by this Section shall be entitled to a minimum thirty (30) minute duty-free lunch period minutes and, on days when such unit members are required to remain on site for eight (8) hours, are entitled to two (2) fifteen (15) minute rest periods per day.

8.5.2.4. This contract language is meant to provide unit members covered by this provision with a greater degree of professional discretion with respect to their workday. It is understood that all necessary professional services to staff, students, and parents will continue to be provided by such unit members and that such unit members will ensure that they build adequate planning and preparation time into their schedules. Counselors, nurses, itinerants and non-classroom unit members shall be provided adequate planning and preparation time within their schedules.

- 8.5.3. The balance of the forty (40) hour workweek shall include as responsibilities: a reasonable number of meetings, conferences, departmental activities, site planning, evaluation and instructional activities, open houses and staff development activities as determined by the principal.
- 8.5.4. The schedule of work hours for unit members at each site shall be determined solely by the supervisor, consistent with the provisions of this Agreement.
- 8.5.5. Within the forty (40) hour workweek, supervisors shall have the right to call and require attendance at a reasonable number of staff meetings.
- 8.5.6. Early Childhood Education teachers assigned to a Child Development Center shall be required to remain on site for seven (7) hours and thirty (30) minutes a day, exclusive of a minimum thirty (30) minute, duty-free lunch period, with the balance of duties and responsibilities as assigned, including a thirty (30) minute preparation/relief time.
- 8.5.7. Off Campus Integrated Learning Education (OCILE) Programs

8.5.7.1. Outdoor Education. Due to the nature of the school camp program, outdoor education unit members' duties may vary in the number of workweek hours, depending upon the activities scheduled; but the average workweek hours shall not exceed forty-one (41) hours per week with pupils. The total workweek hours need not be divided equally across five (5) days. The allocation of work hours shall be arranged by the camp principal with input from the staff. Except in emergencies, outdoor education unit members shall not be required to remain on site during non-working hours.

8.5.7.2. Camp Palomar.

- a. Normally, sixth grade teachers are expected to participate in the Outdoor Education Program at Palomar. In consultation with the site principal, the sixth grade teacher may request exception to attendance at the program due to personal or family hardship, contingent upon the exchange of teaching responsibilities with a teacher from another grade level or track who will assume teaching responsibilities for the week of attendance.
- b. Participating classroom teachers will meet with the Palomar principal upon arrival on Monday morning to jointly develop the schedule of classroom teacher activities.
- c. The District will fund one (1) visiting teacher day for each unit member participating in the Outdoor Education Program at Palomar. Unit members shall utilize the visiting teacher day established herein during the school year in which the Camp Palomar assignment takes place. In the event that the visiting teacher day is used prior to the scheduled Camp Palomar assignment, and the unit member subsequently does not participate in the assignment, the day shall be deducted from the unit member's accumulated sick leave.

8.5.7.3. Old Town and Balboa Park Programs

While participating in the Old Town and Balboa Park Programs, the teacher and the principal shall mutually establish a flexible work week schedule to prevent the work week from extending beyond forty (40) hours. In the event of an unforeseen emergency which results in an extension of the work week beyond forty (40) hours, the unit member shall be compensated at their prorata rate of pay.

8.5.7.4. Work year

The work year for unit members assigned to work in the Off Campus Integrated Learning Education (OCILE) programs is defined in Section 8.1.1.

8.5.8. Unit Member Workload

All terms and conditions of employment impacting the workload of any certificated job class within the bargaining unit at the grade, department, program, school or district level, shall be maintained at not less than the highest minimum standards in effect on November 18, 2009. This Section shall not be interpreted or applied to deprive unit members of professional advantages heretofore enjoyed unless required by law or authorized by the provisions of this Section.

8.5.8.1. Section 8.5.8 does not prohibit the District from implementing programs, initiatives, or curricular reforms, and an intent of the section is to promote cooperative engagement in reform efforts and activities which

will result in the improvement of the quality of the learning experience and the learning outcomes of students and in the quality of the working life of employees (see Section 24.1). However, the impact of any such District programs, initiatives, or curricular reforms on bargaining unit members' workload, regardless of the existence or success of pre-decision collaboration, is subject to the provisions of Section 8.5.8.

8.5.8.2. Any disagreement between the parties regarding Section 8.5.8 shall be subject to discussion between the parties, for the purpose of making a mutual and good faith effort to resolve the dispute at an early stage. SDEA shall make the District aware of its concerns within twenty (20) workdays of becoming aware of a decision it believes is or will be prohibited by Section 8.5.8. In the event that these discussions do not lead to resolution of the disagreement within twenty (20) workdays of SDEA bringing the issue to the attention of the District, the matter shall be subject to the grievance procedure. In any grievance or arbitration claiming a violation of Section 8.5.8, the District may raise the defense that the impact on workload was *de minimus* and therefore not a violation of Section 8.5.8.

Section 8.6: ELEMENTARY PREPARATION TIME

8.6.1. Elementary Preparation Time Program. Elementary school preparation time will be provided through the employment of preparation time teachers.

8.6.2. Elementary Preparation Time Committee. The Parties agree to continue the Elementary School Preparation Time Committee which is composed of five (5) representatives appointed by the District and five (5) representatives appointed by the Association.

8.6.2.1. This Committee will establish its own meeting schedule. It is understood that release time will be kept to a minimum and meetings will, whenever possible, be held after the school day.

8.6.2.2. The Committee will be charged as follows:

- a. To obtain suggestions from the elementary school sites relative to the use of the preparation time teachers, and to develop an annual schedule of the assignment of preparation time teachers to sites, and to monitor the implementation of the preparation time program, including the allocation of preparation time to each elementary school.
- b. To anticipate and develop recommended procedures to cover any unique employment conditions attendant to preparation time teachers, including provisions related to travel time, preparation time, number of sites served, length of instructional sessions/weeks, class size, number of classes, etc.

8.6.3. Change in Subject Emphasis

Requests for change in subject emphasis for the following year shall be determined by the shared decision making process, shall be submitted to the Preparation Time Committee by February 1 and shall be considered in accordance with the district preparation time procedures. Affected preparation time teachers shall be afforded the opportunity to present their views and participate in the discussion prior to the final decision of the governance team.

8.6.4. Implementation of Preparation Time

8.6.4.1. The release time per classroom teacher should be a minimum of forty-five (45) minutes to an hour per week. (See Appendix H for part-time certificated assignments.) Additional preparation time should be given if possible.

8.6.4.2. All classroom teachers, grades K/1, 1-6, special day class teachers, D/HH, PHI, MPC and K teachers with the same pupil contact time as other classroom teachers at their site are eligible for preparation time. Teachers who are assigned to teach a single session of Kindergarten and who are also assigned to teach ESL or other subject matter shall be provided the same allocation of preparation time as other classroom teachers at the site through appropriate scheduling of the ESL or other subject matter assignment.

8.6.4.3. Visiting teachers shall be provided when preparation time teachers are absent.

8.6.4.4. Each site shall have a Preparation Time Advisory Committee to assist with the operation (i.e. selection, scheduling, problem solving, etc.) of this program. The Committee should consist of the principal, the association representative, preparation time teachers and other(s) the site deems appropriate.

8.6.5. Rights of Preparation Time Teachers

8.6.5.1. Normally, the preparation time teacher will provide preparation time to no more than twenty-three (23) teachers per week.

8.6.5.2. Preparation time teachers have the same rights and responsibilities as other unit members.

8.6.5.3. Preparation time teachers shall have the same amount of uninterrupted preparation time during the week as other eligible teachers on the staff.

8.6.5.4. The determination of the preparation time teacher's cost center, in the case of a split assignment, shall be the site with the largest time allocation. If schools share a preparation time teacher on an equal basis, the cost center will be determined alphabetically (closest to the letter A). Disputes concerning the scheduling of preparation time teachers that cannot be resolved by affected sites shall be referred to the Elementary Preparation Time Committee for resolution.

8.6.5.5. The site Preparation Time Advisory Committee shall give priority consideration to the unit member work space needs for the preparation time focus to be offered.

8.6.6. Modified Days. Elementary school preparation time will also be provided at sites where modified-week schedules are currently in place. During the modified days established for this purpose, the site shall not schedule required meetings or conferences.

8.6.6.1. Not less than one (1) nor more than three (3) modified days per month will be set aside for elementary preparation time for a minimum of one-half (1/2) of the available modified days in a school year.

8.6.6.2. During the two (2) week period prior to the date by which report cards are due, modified days shall be set aside for unit member-directed preparation time.

8.6.6.3. The parties acknowledge the ongoing time commitment to complete District-mandated assessments and other site-based assessments, including those that require manual scoring or manual data entry; curriculum development and implementation; SPED consultation; and, work associated with Common Core. In recognition, in addition to one-half of the annual modified days being set aside for member preparation and planning as specified in Section 8.6.6.1, one half of the remaining modified days (i.e. 25% of the annual total) will be designated for collaborative planning, professional learning with colleagues, or other uses at each school as determined by the certificated staff and the site administrator.

8.6.6.4. The site principal will, after consultation with classroom teachers, select the modified day(s) per month to be set aside for preparation time.

8.6.6.5. In elementary schools where alternative elementary preparation time exceeds time provided in this Section, the schools shall be exempt from the provisions of this Section, upon a two-thirds (2/3) secret ballot vote of the certificated staff.

Section 8.7: SECONDARY TEACHING HOURS AND PREPARATION/CONFERENCE PERIODS

8.7.1. The weekly schedule of employment for full-time classroom teachers in secondary schools, shall include twenty-five (25) teaching or supervised study periods and five (5) periods for preparation/conference as defined in this Article. The twenty-five (25) teaching and supervised study periods normally will be divided into five (5) approximately equal periods per day.

8.7.2. Preparation/conference period for full-time secondary classroom teachers shall be one (1) regular period of a teacher's workday, which is not devoted to instruction of pupils, and which shall be used for preparation of instructional materials, other instructionally-related activities, and may be used for conferences and a reasonable number of meetings. (See Appendix H for part-time certificated assignments.)

8.7.3. In schools with block schedules, an aggregate of five (5) preparation periods per week shall be deemed to meet the requirements of this Section.

Section 8.8: AMENDMENTS TO PRESCRIBED TEACHING HOURS

The provisions of Section 8.7 may be amended, if required, for the establishment of new or revised programs involving flexible schedules or other varying time blocks under the following conditions:

- 8.8.1. If approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, and the division head, and there is no increase in the number of hours per week, as stated in Section 8.7.1.
- 8.8.2. If there is an increase in the number of hours per week, as stated in Section 8.7., and the increase is approved by a two-thirds (2/3) secret ballot vote of the certificated staff involved, the principal, the division head and the Association.
- 8.8.3. If the program is initiated by the Superintendent or the Board of Education within the terms and conditions of the Agreement.

Section 8.9: CLASS COVERAGE

8.9.1 Emergency Class Coverage. In emergencies, unit members shall, during their preparation time, cover a reasonable and equitable number of classes other than their own, when requested by the principal. An emergency is any situation which could not reasonably be anticipated.

Emergency class coverage exceeding three (3) hours in one (1) academic year shall be compensated at a rate set forth in Appendix A, Section 7.013: Additional Classroom Hourly Assignment.

8.9.2 Class Coverage for PLCs and Professional Development. When a unit member is asked and agrees to cover a class other than their own during their preparation time for the purpose of PLC or Professional Development activities, unit members shall be compensated at a rate set forth in Appendix A, Section 7.013: Additional Classroom Hourly Assignment.

Section 8.10: LIMITATION ON NUMBER OF PREPARATIONS

The District and the Association agree that the number of different subject preparations directly affects the work hours of the secondary classroom teachers. As a recognition of this situation, the District agrees to limit the number of courses to be taught by a secondary classroom teacher to no more than three (3). All core and block classes, are considered one instructional period that lasts from one (1) to (3) hours, therefore, all requiring one preparation. However, in recognition of the level of intensity required by the two (2) or three (3) hour courses, teachers assigned to teach such core and block classes will only be required to teach, within the five (5) period teaching day, one other course during those remaining two (2) or three (3) periods. Exceptions may be made only to meet the needs of the site, as determined by the principal and approved by the division head.

An advisory period is not defined to be a different subject for purposes of establishing the number of preparations, provided that unit members are not required to develop lesson plans for the advisory period or to issue academic grades to students enrolled in such periods.

Section 8.11: NON-CLASSROOM SUPERVISION

Supervision responsibilities outside regular classroom requirements shall be determined at each site. When developing supervision schedules, schools are strongly encouraged to use the shared decision making process. Supervision schedules at schools should address the following interests:

- 8.11.1. Adequate supervision to ensure safety of students.
- 8.11.2. Cost effectiveness.
- 8.11.3. Best use of staff.
- 8.11.4. Need for adequate breaks.
- 8.11.5. Positive working conditions.
- 8.11.6. Equity among staff.

Section 8.12: CONTRACT INDEPENDENT STUDY

The District and the Association share an interest in minimizing the impact of Contract Independent Study (CIS) on teacher time. It is recommended that schools use the shared decision making process to determine how CIS will be handled at the site. Teachers are to have one week notice to prepare contracts unless it is a personal or family emergency.

Section 8.13: EARLY/LATE STARTING TIMES

School site governance teams may establish their own start time on an annual basis, provided that deviations from the district schedule of early/late starting times shall not result in additional expense to the District. Requested changes for the following year shall be submitted to the appropriate division head, by February 1.

Section 8.14: SUPPORT STAFF

8.14.1. Principals shall afford district counselors, school nurses, and in-school counselors the opportunity to attend appropriate district-sponsored professional growth activities designed for them at least twice per year.

8.14.2. Site administrators who share the services of district counselors and/or school nurses shall work together to facilitate the district counselors/nurses participation in appropriate modified day activities.

Section 8.15: ELEMENTARY UPPER GRADE SUPPORT PLAN

In recognition of the higher student/teacher ratio at elementary grades four (4), five (5), and six (6), elementary principals and their certificated staffs will mutually develop an annual plan, within site resources, outlining activities and strategies the total certificated staff will implement to support the instructional program in the upper grades.

Section 8.16: CENTRAL OFFICE-INITIATED PLANNED MOVES

Effective December 1, 2006, unit members shall receive notification, compensation and assistance for all central office initiated planned moves (non-emergency).

8.16.1 Notification

The District will give as much reasonable advance notification as possible to unit members. The District shall provide at least a three-work day notification for all moves. A three-work day notification does not include the day of notification or the day of the move.

8.16.2 District Responsibility

8.16.2.1 Each unit member being moved will be provided, by the Facilities Management Department or Maintenance & Operations Department, with written instructions specifying, at a minimum, how the move will occur, District and unit member responsibilities, compensation, information on how to handle loss of items and a copy of the contract language in this section and Section 11.13.2.

8.16.2.2 District-provided movers shall pack, move, and unpack everything designated by the unit member. The District shall provide packing boxes to a unit member who chooses to pack a portion of the contents in the classroom.

8.16.3 Unit Member Responsibility

Unit members are responsible for personal items they choose to keep under their control.

8.16.4 Compensation

8.16.4.1 One full day of release time shall be provided to unit members for each move. A unit member who does not receive a minimum three-work day notice that the move has been cancelled shall receive the full day of release time. A move postponed for more than 5 work days shall be considered an additional move.

8.16.4.2 A unit member who does not receive at least a three-work day notice of a move shall receive an additional full day of release time.

8.16.4.3 A unit member may select one day of visiting teacher pay in lieu of a full day of release time.

