

ARTICLE 14  
WORK YEAR AND WORKDAY

14.1 Work Year

- 14.1.1 Unless otherwise stated, the length of the work year for bargaining unit members shall be as set forth in Article 13.8 (2) plus seven (7) additional days.
- (2) Counselors shall be paid on a separate salary schedule identified in an Appendix to this Agreement.
  - (3) Counselors shall report to work four (4) workdays prior to the teacher report date.
  - (4) Counselors shall work the three (3) remaining additional days as floating days scheduled upon the mutual agreement of the bargaining unit member and the site administrator.



14.2.4 When bargaining unit members' essential instructional and professional duties extend beyond the time specified in Section 14.2.2, duties that are not dependent upon the bargaining unit members' physical presence at the site do not have to be performed at the site.

14.2.5 With reasonable prior notice, the workday of a bargaining unit member may extend beyond the time set in Section 14.2.2(B) for the following:

14.2.5.1 Any activity undertaken freely and voluntarily by the bargaining unit member.

14.2.5.2 Meetings or activities related to individual student discipline, progress, or learning difficulties provided that:

(A) To the extent practicable, these meetings or activities shall be held before the beginning of the instructional day or during the school day when the bargaining unit member is released from the bargaining unit member's regular duties.

(1) These meetings may be held no earlier than the report time for the bargaining unit member(s).

(2) These meetings shall begin no later than fifteen (15) minutes past the time of the bargaining unit member's regular day student dismissal time.

(B) No bargaining unit member may be required to remain in a meeting or meetings under Section 14.2.5.2 beyond thirty (30) minutes after meeting begins unless the me me9 (e)193d(n)-0.7 (g)10-9.6 (nt)-5.9 (h)-6 ( )10.6 (s)-3.2 (rt)-5.9 (h)



14.2.6.2 The lunch period shall normally be equivalent to the student lunch period at the bargaining unit member's school, but in no case shall it be less than thirty (30) minutes.

14.2.6.3 The lunch period shall not include passing periods or any other time during which the bargaining unit member has required contact with, or responsibility for, students.

14.2.7 Elementary Schools Inclement Weather Provisions

14.2.7.1 Elementary school bargaining unit members shall be entitled to compensatory time on subsequent workdays as set forth below whenever the normal student contact time is extended due to inclement weather.

(A) The site administrator shall have the discretion to determine whether or

responsibilities has a health and welfare break when normal recess breaks have been canceled.

14.2.8 Miscellaneous Workday Provisions

14.2.8.1 Bargaining unit members shall not be required to teach a split schedule.

14.2.8.2 Resource Specialist Program (RSP) teachers and Speech Language Pathologist (SLP) teachers shall have an on-site worko3i.

14.3.3 Any innovation or modification approved pursuant to this section shall not result in an

14.4.1.2



commencement of the subsequent school year, shall be posted at the school for not less than five (5) working days and announced at the first faculty meeting before the arrival of stud.2 (e)-3 (fo.ni610.6 (mlfo. 0.00



14.4.2.2 "Combination class" shall mean an elementary class that contains students from two (2) or more grades.

14.4.2.3 Bargaining unit members who teach elementary school combination classes will be paid a salary stipend in the amount set forth in Appendix C of this Collective Bargaining Agreement.

14.4.2.4 Bargaining unit members who are the teachers of record of elementary special education classes that contain students registered in two (2) or more grade levels are eligible for the combination stipend as follows:

(A) The bargaining unit member teaching an elementary special education class shall be eligible for the combination stipend if the class contains two (2) or more grade levels.







14.6.3.3 Preparation Period Program for Bargaining Unit Members Teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students

- (A) It is the intent of the District and the Association that there shall be a program within district elementary schools by which bargaining unit members teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students have additional preparation periods during which time their students will receive instruction that provides intervention and/or enriches the curriculum.
- (B) Bargaining unit members teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students shall have one (1) additional period of member-





- v Any other activity that is a normal, ordinary, and regular part of a bargaining unit member's duties
- (3) Each bargaining unit member shall, in her or his professional judgment, determine how to allocate and use member-directed time to fulfill essential instructional and professional duties.
- (4) The following shall be exceptions to Section 14.7.2.2(B):
  - i Meetings made clearly necessary by unforeseen emergency circumstances provided that such meetings shall not extend beyond fifteen (15) minutes in length
  - ii Meetings and activities voluntarily undertaken by the bargaining unit member
  - iii Contacts with BTSA or PAR Teachers.

### 14.7.3 Conference and Final Examination Minimum Days

#### 14.7.3.1

(B) Sign-in sheets will be kept only to the extent required for compliance with federal, state, and grant mandates and as may be necessary for bargaining unit members on a remediation plan.

14.9 Adjunct Duties

14.9.1 The District may, from time to time, assign bargaining unit members the following adjunct duties:

14.9.1.1 Up to two (2) after-

14.9.2 Bargaining unit members as substitutes.

14.9.2.1 Except as provided in this Collective Bargaining Agreement, bargaining unit members shall not be required to substitute for other bargaining unit members.

14.9.2.2 Secondary Schools

(A) When bargaining unit members at a secondary school are needed to

The list shall indicate whether the bargaining unit members on the list are volunteering to include kindergarten (K), primary, or intermediate level students in the bargaining unit member's class.

- (B) If there are not sufficient volunteers in the pool to provide coverage, bargaining unit members teaching at the site may be required to involuntarily substitute for the absent bargaining unit member.
  - (1) The selection of involuntary substitutes shall be on a rotation of all bargaining unit members teaching at the site.
  - (2) Selection of involuntary substitutes shall be on equitably distributed among bargaining unit members teaching at the site.
- (C) When elementary bargaining unit members at elementary school



14.12.4.1 Volunteers shall be assigned first.

14.12.4.2 After all volunteers have been utilized, further classroom sharing shall be equitably distributed.

(A) Every effort shall be made to assure that no bargaining unit member shall be required to classroom share two (2) consecutive years/terms.

(B) Every eff



- (B) The plan does not involve a loss of the bargaining unit members' class instructional minutes more than necessary for the bargaining unit member to utilize bathroom facilities and return to class
  - (C) The plan is approved by the district
  - (D) The plan is consistent with applicable law and the policies of the District Board of Education including those governing kindergarten instructional minutes.
- 14.13.3 Inasmuch as bargaining unit members who teach kindergarten do not participate in minimum days under Section 14.1.1, they shall not be required to attend faculty meetings. The site administrator shall establish other means consistent with the provisions of this Collective Bargaining Agreement for communicating essential information that was part of site faculty meetings to bargaining unit members teaching kindergarten.
- 14.13.4 Minimum Day Compensation
- 14.13.4.1 Bargaining unit members teaching in a "PM" kindergarten under an AM-PM kindergarten arrangement under Section 14.13.7.5 and bargaining unit members who teach in a staggered-day kindergarten under Section 14.13.7.6 will be compensated annually for two (2) minimum days at their per diem rate of pay for the end-of-semester minimum days.
  - 14.13.4.2 Those kindergarten teachers who can be released from the daily one hundred (100) minutes will be released from one hundred (100)-minute instructional responsibilities in order to participate in the end-of-semester minimum days.
- 14.13.5 Kindergarten Parent Conference Procedures
- 14.13.5.1 Kindergarten Teachers of Record who have more than twenty (20) students shall receive additional compensation for ten (10) hours at their per diem rate of pay for parent conferences duties.
    - (A) Kindergarten Teachers of Record who have twenty (20) or fewer students will be ineligible for additional compensation for parent conferences, but they will be released from instructional responsibilities during the scheduled parent conference week.
  - 14.13.5.2 The Kindergarten Teacher of Record may schedule parent conferences during any portion of their normal workday except times in which they have duties involving student contact.
  - 14.13.5.3 Regardless of when parent conferences are held by the bargaining unit member, each kindergarten Teacher of Record will be paid for parent conferences as provided in Subsection 14.13.5 above.



14.13.6 Kindergarten planning is expected to be a collaborative, participatory process involving the site administrator and bargaining unit members teaching kindergarten.

14.13.7 Selection of kindergarten class models

14.13.7.1 After consultation and discussions with bargaining unit members teaching kindergarten and after considering possible solutions and proposals presented by bargaining unit members teaching kindergarten, the school administration will have the final authority with regard to the models to be used at each individual school site for the implementation of kindergarten class size reduction, provided the following criteria are met:

- (A) The model or models must be feasible under the school site's program facilities, scheduling, staffing, program elements, and other constraints.
- (B) A model will not be considered feasible if the use of that model under provisions of this agreement requires that one (1) currently assigned bargaining unit member displace another currently assigned bargaining unit member from that bargaining unit member's grade or track assignment.

14.13.7.2 If a conflict regarding the selection of kindergarten class models at a site is not resolved at the school site, the Association President (or the President's designee) and the District's Assistant Superintendent for Personnel Services (or Assistant Superintendent's designee) will meet with the school administration and the planning committee of the school to discuss and consider the conflict.

14.13.7.3 After each school has identified the model or models which will be used at that individual school site, decisions with regard to the assignment of individual bargaining unit members to a classroom will be governed by the following:

- (A) After feasibility issues in Section 14.13.7.1 have been resolved, assignment to kindergarten classes will be based on bargaining unit member preferences as follows:
  - (1) The bargaining unit member with the most grade level seniority shall be offered the assignment of her or his choice.
  - (2) If two or more bargaining unit members have the same grade level seniority, the assignment shall be offered to the bargaining unit member with the most school site seniority.
  - (3) If two or more bargaining unit members have the same grade level seniority and the same school site seniority, the assignment shall be offered to the bargaining unit member with the most district seniority.

14.13.7.4 The selection of the appropriate models for kindergarten at each individual site will be made annually.

14.13.7.5 AM-PM (Shared Teaching) Kindergarten Model

- (A) In schools using this model, the kindergarten Teacher of Record teaches a class of up to the size specified in Article 15 of this Agreement while a share kindergarten teacher teaches language arts and math to a subgroup of twenty (20) students or less for one hundred (100) minutes. The kindergarten Teacher of Record and a partner kindergarten teacher then reverse their respective roles with the previous kindergarten Teacher of Record becoming the partner kindergarten teacher and the previous share kindergarten teacher becoming the kindergarten Teacher of Record for a second class up to the limits specified in Article 15 of this Agreement.
- (B) Within constraints imposed by student transportation needs, students shall be assigned to the AM-PM kindergarten classes in a way that ensures that all kindergarten classes at that the school are of reasonably equivalent size.
- (C) Team planning under the AM-PM kindergarten model
  - (1) The kindergarten Teacher of Record and kindergarten Partner teacher shall mutually develop a responsibility plan for implementing the language arts and mathematics portions of the kindergarten program.
  - (2) If the kindergarten Teacher of Record and the Partner teacher are unable to come to a consensus on any significant matter, they shall meet with the school administrator who will assist them in developing an acceptable plan.
  - (3) The school administrator shall give primary consideration to the continuity of the kindergarten Teacher of Record's program and classroom plan.
  - (4) If a mutual agreement, acceptable to the site administrators, cannot be reached, the site administrator will have the final authority to resolve the dispute.
  - (5) In the event a problem arises once the plan has been implemented, all parties will meet to resolve the problem.
  - (6) Resolutions of any disputes shall be reduced to writing.
- (D) The kindergarten Teacher of Record and Partner kindergarten teacher working will both be paid for up to an additional one (1) hour per week at

their per diem rate for time actually spent in joint planning for teaching their respective classes.

14.13.7.6 Staggered Day Kindergarten Model

- (A) As described in Section 14.13.7.6(B) below, the staggered day kindergarten model involves only one (1) bargaining unit member as the teacher of record without the support of another bargaining unit

- 14.14 Workdays of bargaining unit members not specifically addressed in the foregoing Agreement provisions.
- 14.14.1 The Association and District acknowledge that the work year and workday provisions of Article 14 above do not specifically or adequately address the needs and requirements of certain groups of bargaining unit members. These include, but are not limited to, the following:
- 14.14.1.1 Bargaining unit members teaching early childhood and preschool students
- 14.14.1.2 Bargaining unit members providing nursing, counseling, library, adaptive physical education, visual and hearing impaired, RSP, Special Day Class (SDC) and special education services to students in the district.
- 14.14.1.3 Bargaining unit members providing special support to students and the classroom including Reading First and Title I coaches.
- 14.14.2 The Association and District agree as follows:
- 14.14.2.1 The provisions of Article 14 above shall be reasonably interpreted as necessary to provide guidance and protection in the work year and workday of the bargaining unit members specified in 14.14.1 by implication if not by specific mention in the Article.
- 14.14.2.2 The bargaining unit members specified in 14.14.1 shall not be subject to work year or workday requirements more stringent or severe than other bargaining unit members who are specifically addressed in Article 14.
- 14.14.3 The Association and District further agree that they shall engage in discussion and negotiations aimed at developing provisions in Article 14 that address the specific needs of bargaining unit members specified in 14.14.1.
- 14.14.3.1 It is the intent and goal of the Association and the District that these discussions and negotiations shall result in provisions addressing the needs of bargaining unit members specified in 14.14.1 by the end of the 2009-2010 school year.
- 14.15 Definitions: In interpreting the provisions of this article, the following definitions of words and terms shall apply:
- 14.15.1 "Adjunct duties" shall mean those duties performed before the beginning or after the end of the school day.
- 14.15.2 "GSA" shall mean Grade Span Adjustment.
- 14.15.3 SLP: "SLP" shall mean Speech Language Pathologist and indicates bargaining unit members who offer services to students with language, speech and hearing difficulties.

14.15.4 RSP: "RSP" shall mean Resource Specialist Program and indicates bargaining unit members who provide education services to students within a small group setting who have been identified as having special learning needs.

14.15.5