

ARTICLE 9

HOURS

9.1. Site Time

- 9.1.1. Unit members shall report to their work site thirty (30) minutes before regular classes begin and shall remain at their work site in accord with the following minimum daily requirements:

415 Minutes - Infant Ed., Preschool, K-5
420 Minutes - 6-8
435 Minutes - 9-12

- 9.1.2. The thirty (30) minutes set forth above is included in the required site time provided for all instructional levels.

- 9.1.3. Faculties, by majority vote and with administrative approval, may make the following adjustments within the established site time:

9.1.3.1 report to their sites less than thirty (30) minutes before classes begin. Individual unit members with administrative approval, may also make this adjustment;

9.1.3.2 extend the lunch period for a time greater than thirty (30) minutes. In the event that the lunch period is extended beyond the time provided for in this Agreement, such lunch period shall be duty free and uninterrupted except in instances of "rainy day session," however, at least thirty (30) minutes of the lunch period shall be duty free and uninterrupted;

9.1.3.3 extend, at the middle school level, the 420 minute site time up to fifteen (15) minutes to provide for a brunch break;

9.1.3.4 vary the length of their instructional day (i.e. extending the instructional day for any four (4) days of the week so as to provide reduced instructional time for the fifth day) to provide time for planning, staff development, or other mutually agreed to activities;

9.1.3.5 extend, in grades 4 and 5, the site time to accommodate a slip schedule of fifty (50) minutes.

- 9.1.4 No such adjustment(s) shall reduce site time and may in fact increase site time. The intent of this section is to provide flexibility in accord with the needs of a school or program. In Sections 9.1.3.2, 9.1.3.3, 9.1.3.4 and 9.1.3.5. above, determination must be made by May 15 of the preceding year. These determinations may also be reviewed annually at each site and may be modified by the same process used in making the initial determination.
- 9.1.5 This process does not apply to decisions requiring contract exceptions.
- 9.1.6 The MDEA and MDUSD negotiating teams believe that modification of existing K-3 SLIP programs would be most effective if achieved by consensus of affected staff and principals. This statement of belief is not a grievable matter.
- 9.1.7. Upon request agreements made pursuant to this section shall be provided in writing to affected unit members and the site Association Representative.
- 9.1.8. A kindergarten teacher shall not be required to teach in the reading recovery program as a condition to being a kindergarten teacher.

9.2. Additional Duties

- 9.2.1. Each unit member may be assigned additional duties which are related to their responsibilities as a unit member. Such duties may include, but are not limited to:
 - 9.2.1.1. Site meetings of reasonable length
 - 9.2.1.2. Parent Student Conferences
 - 9.2.1.3. I.E.P.
 - 9.2.1.4. S.S.T.
- 9.2.2. Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in §9.3.

9.3. Evening

- 9.3.1. Unit members may be assigned the following evening activities without additional compensation:

Back-to-School, once per year

Open House, once per year

9.3.2. Unit members with multisite assignments shall be required to attend no more than a total of two of these events per year.

9.3.3. Evening assignments for College Night/Freshman Orientation shall be reimbursed at the rate of twenty-five dollars (\$25.00) per event.

9.3.4. Scheduling of such evening duties shall be done as far in advance as possible but under no circumstances with less than forty-eight (48) hours notice.

9.4. Equalized Workload

9.4.1. The total workload of additional duties shall be equalized among all unit members at each site who spend a majority of the week at that site, insofar as practical.

9.5. Faculty Meeting Agenda

9.5.1. An agenda for faculty meetings shall be provided to unit members at least one (1) day before each scheduled meeting. Unit members will be permitted to place items on the agenda of such a meeting.

9.6. Lunch Period

9.6.1. All unit members shall be entitled to a duty free, uninterrupted lunch period of at least thirty (30) minutes.

9.7. Relief Periods

9.7.1. On regular school days (not modified or minimum) at that work site unit members in grades 1-3 shall be entitled to three (3) relief periods of at least ten (10) minutes each, per day, at least two (2) of which shall be duty free. Schools which do not have a slip schedule shall give two (2) such relief periods, one (1) of which shall be duty free. Upon majority vote of the faculty and with consent of the principal, two (2) relief periods can be combined to create a longer relief.

9.7.2. For grade K, 4, 5, and 6 at elementary school sites relief periods of at least ten (10) minutes shall be provided to assure that, insofar as practical, no unit member shall be required to work with children for more than two (2) hours consecutively.

9.8. Preparation Period

9.8.1. Unit members assigned to a middle school or a high school shall be entitled to a daily preparation period equivalent in length to a regular instruction period in that school unless the middle or high school has an approved block schedule in place pursuant to section 9.10. In the event that instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

9.8.2. The principal shall, whenever possible, rotate the substituting on an equal basis among unit members during the school year within assigned periods of time if a substitute is unavailable because of emergencies as described in §19.2.14. Whenever a unit member is required by the site administrator to cover a class, the unit member shall be offered the following:

9.8.2.1. The opportunity to be provided an equivalent amount of prep time prior to the conclusion of the school year. The scheduling of this time shall be mutually agreed to by the site administrator and the unit member prior to granting the equivalent amount of preparation time.

OR

9.8.2.2. A teacher shall receive pay when he/she covers a class. For a regular secondary period, he/she shall be paid \$22.00 per period. For a secondary block schedule period, he/she shall be paid \$44.00 per block period. For an elementary teacher, he/she shall be paid a pro rata of \$22.00 per hour.

9.8.3. If at a K-5 site a substitute is unavailable because of an emergency as described in §19.2.14 and the students in the uncovered class are distributed to other classrooms, the teachers shall be compensated as follows:

9.8.3.1 No compensation if the students are assigned to the class for two (2) hours or less.

- 9.8.3.2 Each affected teacher shall receive an allocation of money equal to the substitute daily rate divided by the number of affected teachers, prorated on a half or full-day basis, per current practice.
- 9.8.4. Secondary librarians shall be entitled to a daily preparation period equivalent in length to a regular instructional period in the school in which they are employed unless the middle or high school has an approved block schedule in place pursuant to section 9.10.
- 9.8.5. General education elementary classroom teachers shall be entitled to one hundred eighty (180) minutes of preparation time in every two (2) week period. One hundred twenty (120) minutes of these one hundred eighty (180) minutes shall be scheduled during the student instructional day. In the event that the instructional day and/or instructional week are shortened, efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods.
- 9.8.5.1 Effective with the start of the 2000-01 school year, fourth and fifth grade general education elementary classroom teachers shall be entitled to an additional one hundred twenty (120) minutes of preparation time in every two (2) week period. This time is to be scheduled during the student instructional day. This preparation time is intended to assist teachers who do not have a 20:1 class. Therefore, 3/4th grade combination classes do not receive this additional preparation time.
- 9.8.6. Special day class teachers located at general education elementary schools or special education centers shall be entitled to one hundred eighty (180) minutes of non student time in every two (2) week period. The one hundred eighty (180) minutes of non student time to be provided under §9.8.5 does not include those non student minutes already set forth in §9.1.
- 9.8.7. District shall make an effort to find qualified substitutes for elementary preparation teachers.

9.9. Travel Time

- 9.9.1. The District shall provide a work schedule which includes reasonable

travel time during the unit members paid duty day for travel between work sites to any unit member who is assigned to more than one work site. Such travel time shall not reduce the preparation period or duty free lunch time provided in this Agreement. Such travel time shall not reduce the reimbursement to which the unit member is entitled under Article 18 (Travel) of this Agreement.

9.10. **"Block" or Alternative Scheduling**

9.10.1. In order to enact "Block" or other alternative schedule modifications, the following procedures must be followed by May 1 during the year prior to implementation:

- 9.10.1.1 One week prior to the official vote at the site, the plan will be sent to MDEA and the Associate Superintendent, Educational Services. The Plan will be signed by the site principal and the site lead MDEA representative and will include the dates when the affected staff members will vote. Signatures indicate that the plan being presented is accurate.
- 9.10.1.2 A secret ballot election will be conducted by the MDEA Internal Affairs Chairperson.
- 9.10.1.3 The ballot shall clearly indicate the impact on the terms and conditions of employment for the affected unit members.
- 9.10.1.4 All unit members affected by the scheduling change may vote.
- 9.10.1.5 A two-thirds (2/3) majority of votes cast must vote in the affirmative.
- 9.10.1.6 In order to be valid, a majority (50% +1) of the MDEA unit members must vote.
- 9.10.1.7 There will only be one (1) vote per year. That vote will take place on two consecutive days and will be conducted in accordance with all sections of 9.10.1 above.

9.10.1.8 All original agreements reached shall be in effect for one school year only, and must be renewed at that time. Future renewal may be for two years unless thirty percent (30%) of the unit members at the affected site petition the MDEA representatives by March 1 to conduct another election. If called for, the MDEA Internal Affairs Chairperson shall conduct an election by May 1. Copies of site plans shall be forwarded to the MDEA/MDUSD Restructuring Committee, MDEA and the appropriate Assistant Superintendent for the grade level affected.

9.10.2 Any change in preparation periods must be included in the voting procedures outlined in §9.10.1 above. Furthermore, preparation period modifications shall provide for an equivalent to ten (10) traditional schedule instructional periods over a two week period. If instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

9.10.3 It is further understood that any modifications to the student schedule must meet state requirements for instructional minutes unless the school has acquired a waiver from the State Board of Education.

9.10.4 The parties strongly recommend that any school faculty which decides to engage in block scheduling or any other scheduling modifications participate in specific Staff Development activities to develop teaching strategies appropriate for the altered schedule.

9.11 Duties: Unit members shall not be assigned to perform crossing guard or traffic control duties. Unit members may continue to be assigned before and after school supervision duties. Alleged violations of this section shall be processed exclusively within the procedures set forth in section 10.2 (and all sub-sections) of this agreement, relating to safety. The provisions of this section 9.11 shall be effective upon the commencement of the 2002-03 instructional year (the first day students return to school).