

ARTICLE 11
HOURS OF EMPLOYMENT

11.1 Workday

11.1.1 The length of the regular teacher workday, including preparation time, lunch, non-instructional time and time required before and after student attendance shall be seven (7) hours and five (5) minutes per day Monday through Thursday, and seven (7) hours on Friday or the last working day of each week.

11.1.2 Adjusted Workdays: Bargaining unit members who are required or are otherwise assigned to work hours other than those established in Section 11.1.1 above, shall be required to work the same number of hours as the other unit members. When an alternative schedule is necessary, it shall be provided to members in writing before the first working day of the school year.

11.2 Meetings

11.2.1 Meetings, including staff meetings, curriculum meetings, department meetings, committee meetings, and in-service experiences are considered an integral teacher duty and may extend beyond the limits of the regular workday.

11.2.2 Unit members shall not be required to attend more than two (2) meetings per month (as outlined in 11.2.1) outside of the contracted workday. These meetings shall not exceed seventy five (75) minutes beyond contract hours.

11.2.3 Meeting Guidelines: The following meeting guidelines should be considered and followed when planning and/or attending meetings to be held before, during or after the school day:

- A. Meetings should start and end on time.
- B. Meetings should be well planned and organized.
- C. There should be a real need for the meeting.
- D. An agenda for regularly-scheduled meetings shall be developed and distributed, emailed, or posted in a known location at least one (1) day before the meeting is to take place. Unit members may request to place items on the agenda of such a meeting.
- E. Before calling a meeting the most effective method of communication, e.g. memo, E-mail, small group representative meetings, etc., should be considered.
- F. The importance of everyone's time should be considered.

11.3 Collaboration Time

The first early release Wednesday per month, except for August and June, will be designated as collaboration time with team members. This collaboration time will be teacher driven. Each collaboration group shall turn in the minutes recorded and a sign-in of those present.

- 11.4 Unit members shall attend student planning meetings, which include IEP, 504, and SST meetings, as required. When possible, such meetings will be scheduled to occur within the regular workday. Unit members who are required to attend such meetings outside their regular work hours shall be compensated at the hourly rate of pay (see Article 12 and Appendix G: Extra Duty Schedule) for any such time beyond ~~one~~ ~~two~~ (12) hours per month.
- 11.5 Duty Free Lunch Period: All members of the bargaining unit shall be provided a duty free lunch period of not less than thirty (30) minutes.
- 11.6 Elementary Report Cards
For each report card period, all elementary unit members shall be provided at least one early release Wednesdays for report card preparation. This day shall be given during the two weeks prior to the due date required to submit grades to site administration. The Report Card access window will be a minimum of two weeks prior to the first day of conferences. ~~During the 2020-2021 school year negotiations, the District and the Association shall evaluate and bargain elementary report card preparation Wednesdays.~~

For the remainder of the 2022-2023 school year, elementary teachers will be provided at least two (2) early release Wednesdays for report card preparation, and every effort will be made to have the window open for three weeks. During the 2023-2024 negotiations the District and Association shall evaluate and review the issue of elementary report card preparation.
- 11.7 Mandated Online Trainings: The District shall provide time during the workday, excluding teacher preparation time, for unit members to complete online training courses which are required of all employees.
- 11.8 Assignments Beyond the Regular Workday: The established hourly rate of pay (Article 12 and Appendix G: Extra Duty Schedule) shall be paid for specifically assigned tasks that are unique, outside of the duty day and above a bargaining unit member's regular professional responsibilities and/or duties (e.g. committees and assignments that have been equitably distributed among other unit members at the site). The administrator shall determine the parameters and time allotted for the task. A bargaining unit member may decline a specific task with no adverse action.
- 11.9 Association Meeting Days: No District meetings, conferences, training sessions, or other assignments shall extend beyond the duty day on Mondays. Other days may be pre-scheduled for Association purposes by mutual agreement of the Association and the District.
- 11.10 Non-Instructional Assignments Beyond the Regular Workday
 - 11.10.1 Bargaining unit members may be assigned to perform non-instructional duties related to their responsibilities as determined by the site principal. Additional duties are assigned to provide appropriate supervision and sustain a safer environment for students. The assignment of these duties shall conform to the following principles:

- A. Assignments shall be shared equally by all, with assignments rotated when and where possible.
- B. Volunteers shall be sought before mandatory assignments are made.
- C. Scheduling of assignments beyond the workday shall be done as far in advance as possible. Every effort shall be made to give the unit member no less than forty-eight (48) hours notice. In the event of an unforeseen circumstance, the administration may make a necessary assignment.
- D. All extra duties assigned on non-regular scheduled workdays shall be compensated at the established hourly rate of pay (Article 12 and Appendix G: Extra Duty Schedule). A bargaining unit member may decline a specific task on non-regular scheduled workdays with no adverse action.
- E. If during the school year problems arise in implementation of the duty schedule (e.g., reasonableness, equity, flexibility, etc.), the situation shall be discussed at the site first, and if a resolution is not reached the concerns shall be referred to the Association and the District for a final resolution.

11.10.2 Back-to-School Night and Open House

- A. Unit members may only be required to attend two (2) evening functions, Back-to-School Night and Open House.
- B. By consensus of the certificated staff at each site the length of the workday for bargaining unit members for Back-to-School Night and Open House may be a minimum workday. The certificated staff at each school site shall work together to implement those adjusted days and to ensure there are no fewer instructional minutes than the school had in the prior year.
- C. The adjusted workday of unit members shall be the day of, or the day following, the activity. On such days, the workday of unit members shall be equal to the student instructional day.

11.11 Teacher in Charge: Site Principals shall seek volunteers from bargaining unit members at the site to serve as a Teacher in Charge.

11.12 Part-Time Contract Assignments

- 11.12.1 Secondary Part-Time Contract Assignments: Teaching contract assignments for three-fifths (3/5) of a regular contract shall require the bargaining unit member to teach three (3) periods and have one (1) period of prep-conference time. These four (4) periods shall consist of four (4) consecutive class periods. Teaching contract assignments for four-fifths (4/5) of a regular contract shall require the unit member to teach four (4) periods and one and one-half (1.5) periods of prep/conference time. These five and one-half (5.5) periods shall consist of five and one-half (5.5) consecutive class periods. The intervention of a regularly schedule lunch period shall

not be considered a break in the consecutive sequence of teaching and/or prep/conference periods.

- 11.12.2 Elementary Part-Time Contract Assignments: Part-time contracts at the elementary level shall require the bargaining unit members to render service to the District pursuant to the workday composition as stated in Section 11.9.1 above, for amounts of time proportionate to the part-time percentage of the member's individual contract.
- 11.12.3 Any unit member working on a shared assignment of fifty percent (50%) or more, but less than seventy-five percent (75%), will receive one (1) year of credit on the salary schedule every other year, beginning with the base year of 1988-1989. It is further agreed by the Association and the District that a legal challenge to the use of the 1988-1989 base year and future years will invalidate this clause.

11.13 AEA President

- 11.13.1 The Association reserves the right to request the AEA President to have full time release.
- 11.13.2 The Human Resources administrator and AEA President shall decide on a schedule which is mutually acceptable.
- 11.13.3 AEA President's Work Year
 - A. The standard work year for the Association President shall be two hundred and twenty (220) days. When computing the per diem rate of pay for the AEA President, a divisor of one hundred seventy-five (175) shall be utilized. Effective July 1, 2007, to June 30, 2010, the Association and the District shall equally share the cost of nine (9) additional workdays, including the statutory or driven costs.
 - B. Effective July 1, 2010, the standard work year for the Association President shall be two hundred and twenty (220) days. When computing the per diem rate of pay the AEA President, a divisor of one hundred eighty-four (184) shall be utilized.

11.13.4 AEA President's Salary Schedule and Compensation

- A. The District shall pay the President's salary and statutory driven costs. The Association shall reimburse the District the value of the cell at Column III/Step 1 of the Certificated Salary Schedule, including statutory or driven costs. The Association and the District shall equally share the cost of the President's health benefits.
- B. Effective July 1, 2007, and every year thereafter, the AUSD shall construct a salary schedule for the AEA President reflecting a two hundred and twenty (220) day extended work year with the applicable divisor as outlined in Section 11.9.3 above.

- 11.13.5 The Association President shall have no loss of pay, benefits, longevity or seniority.
- 11.13.6 After serving the term of Association President, the member shall be given the opportunity to return to his/her previous teaching site and grade level subject area if such position exists.
- 11.13.7 The District shall at all times maintain a temporary employee of the same full-time equivalent (FTE) as the Association President.

11.14 Preparation Time

- 11.14.1 ~~Preparation Time in Grades 1-5: All bargaining unit members in grades 1 through 5, including 6th grade that are housed at elementary sites, shall be provided one hundred and eighty (180) minutes of preparation time during the instructional week. In addition, one early release Wednesday per month, except for June, will be designated as prep time for bargaining unit members. Wednesday prep dates for the entire school year will be provided to teachers at the beginning of the year along with the regular prep schedule. AEA will be given the prep schedule, Wednesday prep dates, and instructional minutes for each site by the end of the first month of school.~~

~~Beginning with the 2021-2022 school year, All bargaining unit members in grades 1 through 5, including 6th grade that are housed at elementary sites, shall be provided two hundred (200) minutes of preparation time during the instructional week.~~

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- A. Prep teachers shall be assigned a "home" site and will be required to attend staff meetings only at that site.
- B. Prep teachers shall have the same amount of preparation time as all other elementary teachers and prep periods shall be not less than thirty (30) minutes at a time.

Preparation Time in Transitional Kindergarten and Kindergarten:

~~Beginning with the 2021-2022 school year, TK and Kindergarten teachers shall schedule two hundred (200) minutes of preparation times per week into their weekly schedules. Preparation time will occur outside the TK and Kindergarten instructional day but within the regular work hours and be subject to the approval of the site principal.~~

11.14.2 Elementary Preparation Classes

- A. Preparation teachers shall be assigned to instruct only one (1) general education class at a time. There shall be no doubles in preparation classes. Special Education and elementary preparation teachers shall consult prior to placing special education students in prep classes, subject to the approval of the site administrator when necessary.

- B. In the event class size reduction is restored following the ratification of this Agreement, the parties shall meet to renegotiate the provisions of this section.
- 11.14.3 The present secondary preparation/conference policy may be modified to accommodate scheduling alternatives, e.g. flex and/or block, as long as non-instructional time (including prep time) is not reduced.
- 11.14.4 The middle school non-graded homeroom period, no longer than twenty (20) minutes, will be confined to Sustained Silent Reading (SSR) and/or the distribution of information. The teacher may make announcements or distribute information pertaining to the school and/or the District. Other issues will be determined by the site sub-committee, along with faculty/staff input.
- 11.14.5 Bargaining unit members teaching grade 6 at an elementary school site shall be provided the same preparation time as the teachers at that site, and shall be considered as teachers/faculty of that school site with respect to other duties, assignments, schedules, facilities and/or activities.
- 11.14.6 All unit members who teach in special education programs shall receive at least the same amount of preparation time per day/week as unit members assigned to the same level who teach in general education programs.
 - A. Each Secondary Education Specialist shall have a Testing/Compliance/Case Management period built into the daily schedule. This Case Management period shall be in addition to the unit member's regular preparation time and/or conference, as applicable for their particular school site. The Case Management period shall be for assessment, conducting initial and triennial evaluations, documenting progress on goals, updating and uploading IEP paperwork, consulting with general education teachers and related service providers, ensuring that IEPs are scheduled, preparing IEPs, managing IEP documentation, maintaining teacher service/communication logs, and all other related compliance and case management duties.
 - B. Each Elementary SDC teacher shall receive one protected Wednesday per month, in addition to their collaboration Wednesday, to plan and complete IEP paperwork assessment reports. These Wednesdays will be mutually agreed upon between the SDC teacher and site administrator prior to the start of each month.
- 11.14.7 The District shall provide an online gradebook for use by unit members. Additionally, the District shall provide initial training, as well as ongoing support and training as needed. After training, unit members who are the teacher of record excluding elementary SDC, shall use the District provided online gradebook to provide assignment titles and grades at least every three weeks. The District may make this gradebook information accessible to parents as a means to engage parents regarding student achievement.

11.15 Instructional Minutes

11.15.1 Elementary

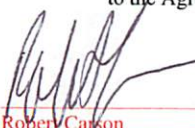
- A. Primary Grades: All primary (1-3) level classes are required to provide at least 50,400 minutes of instruction per year, but no more than 51,650 minutes.
- B. Intermediate Grades: All intermediate (4-5) level classes are required to provide at least 54,000 minutes of instruction per year, but not more than 54,680.
- C. Contract instructional minutes for 6th grade classes shall be 54,000 minimum and 54,680 maximum. 6th grade will follow the elementary site intermediate start and end times. (current MOU language)

11.15.2 Middle School: All middle school (6-8) level classes are required to provide at least 56,290 minutes of instruction per year, but no more than 57,875 minutes.

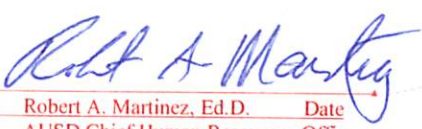
11.15.3 High School: All high school (9-12) level classes are required to provide at least 64,800 minutes of instruction per year, but no more than 66,000 minutes.

11.15.4 In case of emergency or crisis at a school site that causes a loss in instructional minutes, the Parties to the Agreement shall meet and determine the manner in which the lost minutes shall be made up. If, however, the State orders the District to implement additional instructional minutes, the instructional minutes shall be increased.

11.15.5 Changes in instructional minutes for unit members shall be bargained by the Parties to the Agreement.


Robert Carson
AEA Bargaining Chair

1/26/23
Date


Robert A. Martinez, Ed.D.
AUSD Chief Human Resources Officer

1/26/23
Date

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