

**Sweetwater Union High School District
Proposal to
Sweetwater Education Association/CTA/NEA**

July 19, 2013

ARTICLE 12

DUTY HOURS

On-Site Duty Hours:

- 12.1 The on-site duty hours for 7-12 school unit members, including Library Media Teachers and school nurses, shall be seven (7) hours and fifteen (15) minutes, including a duty free lunch. The regular school day shall include a minimum of a thirty (30) minute duty free lunch period. Site teaching assignments and the structure of the school day will be in accordance with Article 35, Teaching Assignments. The bell schedule will include passing periods, which may include the general supervision of students (i.e., directing students to lunch or the next instructional period) both before and after the thirty (30) minute duty free lunch period. Any required supervision of students during passing periods shall not be counted as part of a unit member's duty free lunch.
- 12.2 The duty day includes both instructional and non-instructional time. Normally, twenty (20) minutes is designated as non-instructional conference time and will be identified in the bell schedule at each site. If a site determines that it is necessary to deviate from this provision in order to provide additional instructional minutes for innovative programming or professional growth, they may do so in accordance with Section 35.3A
- 12.3 Schools with a unique bell schedule (e.g. block schedules with ten [10] minute passing periods) may be exempt from this provision provided that they can demonstrate that their bell schedule includes a thirty [30] minute duty free lunch period with at least ten [10] minutes included as passing period time.
- 12.4 Teachers on Special Assignment:
- A. The on-site duty hours for unit members serving as teachers on special assignment shall be seven (7) hours and forty-five (45) minutes, excluding lunch; however, their workday shall include one (1) fifteen (15) minute break mutually determined by the unit member and his/her principal/supervisor. These unit members shall be compensated in accordance with the regular teacher's salary schedule plus an additional one-sixth (1/6) per diem.

- B. At the conclusion of their term on special assignment, teachers will return to classroom assignment in accordance with Section 36.3D.

12.5 Library Media Teachers and Nurses:

- A. Library media teachers and nurses shall receive one (1) fifteen (15) minute break mutually determined by the unit member and his/her principal/supervisor.
- B. If a school nurse is interrupted during his/hers duty free lunch by an emergency to serve a student or faculty member, the nurse will be allowed to schedule another duty free lunch that day. The lunch will be scheduled by mutual agreement between the principal or his/hers designee and the unit member. Unless an emergency situation persists, the unit member will be provided the opportunity to schedule his/hers lunch during the day in which the time was lost.
- C. The District shall provide additional clerical/custodial assistance during busy times in libraries such as book distribution and collection; such assistance shall be distributed equitably across all sites based on enrollment.

12.6 Split Shift and Split Site Assignments:

- A. Teachers who volunteer may be assigned to a split shift at a site that has a seven (7) period day. Teachers assigned to a split shift shall receive a stipend as set forth in Appendix C-4 for the semester they are assigned to the split shift. Unit members who teach six: (6) periods over a seven (7) period day will receive both the one-sixth (1/6) per diem stipend and the split shift stipend.
- B. Unit members may be required by the District to have split assignments between or among schools. Necessary travel time, lunch and preparation time will be flexible but will normally be included as part of their regular duty hours. Unit members assigned a semester split shift assignment between/among schools shall receive a stipend as set forth in Appendix: C-4. This split site shift stipend does not apply to unit members who are assigned to more than one (1) school because of assignments to:
 - 1. Extra service assignments
 - 2. Other hourly assignments

Extra service assignments are not considered teaching periods under this Agreement and are eligible only for the compensation listed in Appendix: C-2 and Appendix: C-3.

12.7 Preparation Period: ~~Unit members will use their professional judgment as to how their preparation time will be used unless they are needed as stated herein. A unit member may leave the school site, when necessary, after notifying a site administrator or designee.~~

Unit members should be on campus and available for parent conferences, substituting, curriculum work, and other professional activities. It is recognized that at times it may be necessary for the unit member to leave campus and, provided permission is granted by the site supervisor, this can be accommodated. School work and other professional responsibilities will take precedent over any type of personal business or physical exercise activities during a preparation period.

12.8 Class Coverage:

- A. A site administrator may request that unit members provide replacement services during their preparation period for a temporarily absent teacher. The administrator shall first seek volunteers for such assignments, and shall make a reasonable effort to distribute assignments equitably and, unless an emergency exists, as defined by the principal, provide twenty-four (24) hours notification to the teachers who are requested to cover classes. The administrator shall keep a log of these assignments for inspection by unit members.
- B. Unit members who must be absent for less than one-half (½) day in other than emergency situations must obtain their own substitute via the substitute desk or a colleague and must notify their principal in writing twenty-four (24) hours in advance.
- C. Class coverage for a teacher who is attending a conference, in-service, or workshop may not be considered an "emergency" for the purpose of class coverage.
- D. When a teacher covers a class during his/her preparation period, pay for coverage of a class or any part of a class shall be as set forth in Appendix C-4.
- E. Other qualified personnel may be assigned to cover classes.
- F. Unit members will not be dismissed from their teaching assignment to attend curriculum meetings and any other administratively authorized meetings unless the District is able to provide a substitute. This shall not apply to a unit member attending such meetings during their preparation time or times when a substitute is unnecessary.

- G. Nothing shall preclude teachers of non-athletic performing groups from attending field trips, workshops, or festivals with students during their regular teaching hours, providing said teachers have been able to obtain necessary class coverage through volunteers.

12.9 Extended Duty Day: The building principal has the right to direct and assign the work of unit members during duty hours and may extend the length of the duty day for unit members to:

- A. Attend faculty meetings. Normally, only one (1) regularly scheduled faculty meeting shall be held per month. Under normal circumstances, the principal shall provide the unit members with an agenda for faculty meetings one (1) day in advance. In order to assist bargaining unit members with daily planning, faculty-meeting agendas will provide an estimate of the expected duration of the faculty meeting.
- B. Attend parent conferences as needed, unless the unit member has an unavoidable conflict. The unit member will then establish a meeting with the parent as soon as possible.
- C. Attend principal/unit member conferences (one [1] day prior notification will be given unless an emergency exists.) A reasonable effort shall be made to schedule such conferences during the unit member's regular duty day.
- D. Supervise students as needed (one [1] day prior notification will be given unless an emergency exists.) Assigning supervision of students will not be made in an arbitrary and capricious manner. These assignments will be made as equitably as is possible. A master list of assignments, teachers assigned and teachers who are excluded from supervision will be made available to staff and to the FAC.
- E. Participate in activities related to curriculum development, including accreditation activities/PQR/WASQ (one [1] week prior notification, including an agenda with the approximate length of the meeting, will be given unless an emergency exists.) Bargaining unit members shall not be required to attend more than four (4) such activities during a school year. In any year in which a school site is subject to a PQR/WASQ review, the principal of the site may require unit members to attend six (6) days of such activities. A reasonable effort shall be made to schedule such activities during the unit member's regular duty day.
- F. When unit members are required to return to school for open house, report card night, parent information evenings, or student project nights, that day shall be declared a minimum day for unit members. Such activities, including dates and

number of activities shall be discussed with the FAC. A school site may elect on a ~~sixty percent (60%)~~ **fifty percent plus one (50% + 1) vote of the members voting**, to provide its unit members with the option of declaring a minimum day on the day before or after open house. ~~Counselors at the site will be included in this vote.~~

- G. It is not the intent of the District to modify the District's practice in implementing this section. The District shall not require teachers assigned to a late shift or an early shift in a school that has a seven (7) period or more teaching day to extend their workday for the purpose of attending faculty meetings.
- 12.10 The duty hours of ~~Adult School~~, ROP and other hourly paid unit members shall not exceed forty (40) hours per week unless mutually agreed to by the unit member and his/her principal/supervisor.
- 12.11 Unpaid duties assigned during the unit member's duty hours outside of the preparation period and classroom-teaching periods shall not be made in an arbitrary and capricious manner. The impact of these assignments on traveling teachers shall be on the agenda of the FAC. The intent is that the FAC will address the impact and make recommendations for accommodations for these teachers.
- 12.12 Teachers who feed or monitor handicapped students during lunch receive per diem pro rata pay for this duty.
- 12.13 Newly Hired Unit Members: Employees scheduled to be assigned to full-time assignments who are new hires to the District may volunteer to attend a District sponsored in-service which may be scheduled prior to the opening of school at the Administration Center or other sites identified by the District.
- A. The length of the daily in-service meetings will be approximately six (6) hours.
 - B. New employees will be granted hurdle credit for attendance at this in-service. The District may also provide substitutes for new teachers when this in-service is held on a duty day and the teacher wishes to attend.
 - C. New employees who do not attend the in-service meetings prior to the opening of school will not be subject to discipline because of non-attendance nor will it be reflected in their evaluation.
 - D. The District will designate one (1) day for the Association to meet with the new employees for approximately two (2) hours' time during one (1) of the days scheduled as an in-service day listed herein.

- E. This provision is contingent upon approval of the in-service by the Board of Trustees.