

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

July 19, 2013

ARTICLE 35

TEACHING ASSIGNMENTS

35.1 Development of Teaching Assignments:

- A. The site principal shall make a form available to unit members on which they may submit their preferences for a teaching assignment for the ensuing year. The unit member may submit the form by April 1 to the principal. ~~At school sites with year round calendars, faculty members may submit teacher preference forms for next year teaching assignments by March 1.~~
- B. A tentative draft of each department's teaching assignments, (i.e., number of sections) shall be submitted by the principal to the department for its **reaction feedback** and input.
- C. The principal shall consider the **feedback and** input obtained through these measures and through consultation with the FAC in developing the teaching assignments.
- D. Except as provided in this Agreement, full-time 7-12 unit members serving in classroom teacher assignments shall have no more than five (5) class periods assigned with students and the sixth period shall be a preparation period. The six (6) periods shall be consecutive. Each period of the 7-12 day shall be approximately sixty (60) minutes in length. If the implementation of an innovative schedule results in a different configuration, such as a block schedule, the unit member shall be guaranteed the equivalent of five (5) preparation periods per week.
- E. Principals shall make reasonable efforts to ensure that a unit member is assigned to no more than three (3) preparations. A "reasonable effort" shall not include the addition of staff or a reduction in the number of courses offered.
- F. With the approval of any teacher, the District may assign that teacher to teach six (6) periods during the first semester and four (4) periods during the second semester with no increase or decrease in compensation.

- G. Principals shall consult with affected unit members prior to making reassignments for the second semester.
- H. Assignments shall not be made in an arbitrary and capricious manner.
- I. Special education teachers shall have the equivalent of at least nine (9) days a year to work on IEP's, testing, and consultation. These teachers, in collaboration with the School Psychologist and the site administration, shall have the option of "pooling" these days and redistributing them according to the needs of the site. Days that aren't used for IEP's, testing or consultation may be used for staff development that has a special education focus.
- J. Online and Credit Recovery classes offered or contracted by the district shall be taught by qualified unit members. Any classes offered to our students outside the district are excluded. Open positions will be staffed by qualified unit members in accordance to Article 36 – Transfer. Additional training may be required of selected unit members and provided by the district.

35.2 Master Schedule:

- A. The master schedule for semester I shall be on the agenda and discussed at FAC meetings at least once per month during March, April and May. The master schedule for semester II shall be on the agenda and discussed at least once per month during November, December and January ~~for schools following a traditional calendar and during October, November and December for schools following a year round calendar.~~
- B. A draft master schedule for semester I, which contains all proposed assignments for the following semester's schedule, will be presented to the FAC during an FAC meeting no later than the third Monday of May.
- C. A printed copy of each year's tentative master schedule shall be posted by June 1 of each year. A revised tentative master schedule shall be posted by the first duty day for teachers.
- D. Second semester tentative master schedules shall be posted four (4) weeks prior to the start of the semester.

~~At year round school sites, the second semester tentative master schedule shall be posted fifteen (15) duty days prior to the start of the semester.~~

35.3 Modification of Instructional Program/Innovative Schedules:

- A. Each period of the 7-12 day shall be approximately sixty (60) minutes in length. The length of class periods may be modified by the principal to allow for other instructional programs ~~after consulting with the FAC and the change is approved by a sixty percent (60%) site unit member vote.~~

The programming of advisory, silent reading, **intervention periods**, and nutrition break are not considered as teaching periods under this section. Unit members assigned to advisory, SSR, directed study, or any other such program, will not be required to give scholarship grades in those classes.

In addition, a principal and unit members may modify the class periods to provide for innovative scheduling provided that ~~sixty percent (60%)~~ **fifty percent plus one (50% + 1)** of the **voting** unit members vote for this modification. The following procedures will be followed for considering and implementing an innovative schedule:

1. ~~**New Programs:**~~ An innovative schedule may be suggested for study by consensus of the FAC or by a petition signed by ~~twenty five percent (25%) of the unit members~~ **by the principal** at the site. When an innovative schedule is approved for the first time, the plan will include a time line for periodic evaluations. The ~~FAC~~ **site principal** will ensure that an evaluation will occur yearly. Adjustments may be made as a result of the evaluation. By May 15 of the third year, the staff will vote to either continue or discontinue the current schedule.
2. All sites implementing an innovative schedule shall be required to offer on-going staff development training.
3. ~~If a current program is discontinued, or a proposal does not receive the necessary vote for implementation then that same proposal cannot be reconsidered for a period of three (3) years unless it can be clearly demonstrated that significant changes have taken place at the site.~~

35.4 One-Sixth Assignments:

- A. The availability of one-sixth (1/6) assignments will be announced at the site through normal means of communication such as bulletin notices, faculty meetings, and e-mail. Unit members may volunteer to teach a sixth period subject to the restriction in Sections **35.4.B.**, and **35.4.C.**, below. First consideration for

selection will be given to unit members who were not assigned a sixth teaching period the previous year. ~~No teacher shall teach a seventh period.~~

- B. One-sixth (1/6) per diem assignments in the 7-12 school assignments (excludes Learning Center, Special Education, and Resource positions) will be calculated and capped by site as follows:

High School one-sixth (1/6) per diems:

1 st Semester	Fifteen (15) per site
2 nd Semester	Eleven (11) per site

Middle/Junior High School one-sixth (1/6) per diems:

1 st Semester	Nine (9) per site
2 nd Semester	Nine (9) per site

The District agrees that it is not the intent of this modification to reduce the number of teaching positions. If the total of one-sixth (1/6) teaching assignments in a discipline or subject area reaches the equivalent of a 0.8 FTE assignment, the District shall post the vacancy for hiring. In addition, teachers who are assigned a sixth period under the provisions of Section **35.4.B**, are not calculated in the assignment of teachers under this section.

- C. Each semester, the Association will be provided with a report on the use of one sixth (1/6) per diems.