

ARTICLE 10: PROFESSIONAL WORKING CONDITIONS

A. Work Day

1. The District and the Association recognize that education involves professional obligations.
2. Unless specifically provided for elsewhere in this Agreement, the work day for **bargaining unit members** employees shall not exceed eight (8) hours, thirty (30) minutes of which shall be a continuous, duty free lunch period.
3. **Bargaining unit members** Employees may be required to participate in no more than three (3) ~~unpaid evening~~ activities beyond the scheduled work day excluding parent-bargaining unit member conferences (described in Article 11.-B). **Activities include school festivals, athletic events, dances, and other activities by mutual agreement. Bargaining unit members shall be paid up to eight hours combined for their participation in up to three activities as defined above.** However, **bargaining unit members** employees shall not be expected to participate in any such activity on their regular day of worship.
4. Each school's yearly activities shall be scheduled after gathering staff input. The administration shall publish those dates in the school's annual calendar. **no later than September 30th. Bargaining unit members shall not be required to attend events that are published on the calendar after this date. Schedule changes and newly added events will be communicated promptly with as much advance notice as practicable. Administrators will work collaboratively with bargaining unit members if a changed or added event conflicts with an important event in their schedule.**
5. Scheduled beginning and ending times in each building shall be determined by the District. **Bargaining unit members are not required to supervise students prior to posted student start times. With approval from their supervisor, Bargaining unit members** Employees may make reasonable adjustments to their daily and weekly schedule as necessary to accommodate professional obligations (including Association business) and to meet personal need.
6. As a professional courtesy and to ensure the safety and security of students and staff, **bargaining unit members** employees will notify the office when adjusting their schedule. Each building will establish a process for notification.

B. Plan Time

Plan time is time during the regular workday used for individual professional responsibilities. Plan time includes individual **plan time**, team plan time and meetings. **Bargaining unit members** Employees shall normally receive not less than the following minimums for each five-day week **and pro-rated for weeks less than a five-day week:**

1. All elementary members of the bargaining unit ~~except those included in B-2 through B-4 below~~ shall receive an average **a minimum** of 675 minutes per week. 450 minutes of this time shall be **individual plan time** in blocks of not less than 30 minutes. Planning time shall be in segments of ~~40~~ **15** or more consecutive minutes. **Elementary bargaining unit members with two half-day sessions shall receive a minimum of 700 minutes per week.**
2. ~~Elementary teachers with two half-day sessions shall receive an average of 700 minutes per week.~~
3. ~~Elementary Specialists (Music, Physical Education and Title I bargaining unit members, Media Specialists and Itinerants) shall be asked to participate in planning their schedules and shall receive an average of 625 minutes per week, 450 minutes of which shall be in blocks of not less than 30 minutes. Planning time shall be in segments of 10 or more consecutive minutes.~~
4. ~~Elementary Counselors shall receive an average of 400 minutes per week, and no less than 200 minutes per week for case management responsibilities.~~
52. **All** Middle School and High School **bargaining unit** members shall receive an average **a minimum** of 600 minutes **of plan time** per week; 225 minutes of this time shall be **individual plan time** within the student day in blocks of not less than 30 minutes.
3. **All counselors shall receive 200 minutes of their plan time dedicated for case management responsibilities in blocks of no less than 30 minutes.**
6. ~~Time within the workday voluntarily spent with students or time for which other payment is received shall count toward the required plan time.~~
74. Resource Room bargaining unit members shall receive plan time as provided to classroom bargaining unit members at their grade level under Section 10-.B. In addition, they shall receive 200 minutes per week for case management responsibilities in blocks of no less than 30 minutes.
85. **Elementary specialists and all non-classroom bargaining unit members (including, but not limited to, elementary music, elementary PE, elementary art, English language development bargaining unit members teachers, speech language pathologists, and psychologists, academic coaches, student success coaches, student support specialists, social workers, and all coordinators)** shall be asked to participate in planning their schedules **in writing** and shall receive plan time no less than as provided to classroom **bargaining unit members** teachers at their level (elementary, middle, or high) under Section 10.B.
6. **Time within the workday voluntarily spent with students or time for which other payment is received shall count toward the required plan time.**
97. **Bargaining unit members** ~~Employees~~ shall not have student supervision responsibilities during their plan and lunch times.

~~408.~~**Bargaining unit members** Employees working less than full-time shall have their average minimum plan time minutes prorated based on their FTE. **Bargaining unit members** Employees working half-time or more will have at least one block of no less than 30 minutes per work day.

~~419.~~**Bargaining unit members** Employees assigned to two or more buildings on the same day will be released from instruction or other duties for the same number of minutes as required in traveling, or shall be paid for travel minutes at their individual hourly rate. **For bargaining unit members** Employees assigned to two or more buildings on the same day, **travel time between worksites will be embedded within their schedule. If travel time reduces the member's plan time below the contractual minimum, the bargaining unit member will be paid for displaced plan time to meet contractual requirements. The member shall be reimbursed for mileage at the prevailing IRS rate, upon submitting a reimbursement request according to the district process.**

~~4310.~~**Bargaining unit members** Employees shall not be required to attend more than ~~one~~ **three** hours of **all-worksites** staff meetings **or committee meetings** per month and no more than three of such meetings shall be held per month. **No more than two of the meetings in a given month may be either staff meetings or committee meetings, on average.** ~~in no more than two separate meetings. BEA and BSD agree one hour of staff meetings per month is a limit, not a target.~~ Recommended practice is to use time for staff meetings conservatively in acknowledgement of the many other demands on staff time. Administrators will seek input for **staff** meeting agendas, when possible. Agendas will be distributed in advance.

~~11.~~ **Bargaining unit members** Employees shall not be required to attend more than a yearly average of 2 hours per month of collaboratively established building committee meetings. **Committees will be established by mutual agreement between administrators and bargaining unit members at the worksite at the beginning of each school year. Bargaining unit members shall choose which committee(s) they will participate in. Bargaining unit members shall be responsible for developing agendas for committee meetings.** Recommended practice is to use time for committee meetings conservatively in acknowledgement of the many other demands on staff time.

C. Class Size **and Caseload**

The parties jointly affirm that appropriate class sizes and caseloads are essential in promoting an engaging, safe, and secure learning environment. The parties commit to advocating for a fully-funded public education system, including a modernized Quality Education Model (QEM).

1. District Committee
 - a. The Association shall be allocated three seats on the committee that meets annually for the purposes of examining organizational budgetary constraints, system programmatic considerations and system-wide staff allocation ratios prior to finalizing yearly budget allocations.
 - b. **The Association shall be allocated no less than one half of the seats on any district-level committee that meets to determine and adjust worksite FTE allocations throughout the year, including but not limited to "little" Staffing**

Allocation Model (“SAM”) or equivalent thereof.

- c. **The “Little SAM” committee, or equivalent thereof, shall compile quarterly summaries of which worksites and classes were recommended for consideration and the outcome of the committee’s consideration.**

2. School Class Size Committee

Each school faculty will nominate and elect **bargaining unit members** employees to serve on a school class size committee to assist the school principal and staff in maintaining equitable class sizes based on numbers of students as well as the makeup of each class.

The School Class Size Committee may forward concerns to the District ~~the Superintendent, Chief HR Officer, and Chief Financial Officer~~ **the heads of Teaching and Learning and Financial Office** to request support when problems regarding individual class size and makeup arise that are beyond the means and/or authority of school committees.

3. Class Size Limits and Overage Caps

- a. **Special education bargaining unit members who teach a single self-contained classroom (i.e. specialized programs) shall have no more than 6 students per typical school day.**
- b. **No Pre-Kindergarten teacher shall have more than 18 students per session.**
- c. **Elementary specialist bargaining unit members (e.g. music, art, and P.E.) who have more than 400 student contacts per term within a single building shall receive 3% of their base salary (1.5% each semester) per student over this threshold. Elementary specialist bargaining unit members who are assigned to multiple worksites and have more than 800 student contacts per term, shall receive 3% of their base salary (1.5% per semester) per student over this threshold.**
- d. **Bargaining unit members who teach kindergarten, first, or second grade and are the teachers of record for more than 20 students contacts per day shall receive 3% of their base salary (1.5% each semester) per student over this threshold.**
- e. **Bargaining unit members who teach third, fourth, or fifth grade shall and are the teachers of record for more than 24 students contacts per day shall receive 3% of their base salary (1.5% each semester) per student over this threshold.**
- f. **Any secondary (i.e. middle or high school grades) bargaining unit member who receives an extra duty stipend related to the content area of the class being taught (e.g. performing arts) and who is assigned more than 220 student contacts per term shall receive 3% of their base salary (1.5% each semester) per five students student over this threshold.**
- g. **Middle school bargaining unit members who teach multiple classes in a day and who are assigned more than 150 student contacts per term shall receive 3% of their base salary (1.5% each semester) per five students over this threshold.**

- h. High school bargaining unit members who teach multiple classes in a day and who are assigned more than 170 student contacts per term shall receive 3% of their base salary (1.5% each semester) per five students over this threshold.

4. Caseload Limits

- a. Special education bargaining unit members shall not have an IEP caseload of more than 25 students.
- b. No speech language pathologist shall have a caseload of more than 30 students.
 - i. SLPs serving in self-contained classrooms (i.e. specialized programs) shall not have a caseload of more than 20 students.
- c. Autism specialists shall not have a caseload of more than 30 students.
- d. Elementary ELL and ELD educators shall not have a caseload of more than 30 students.
- e. Secondary ELL and ELD shall not have a caseload of more than 50 students.

5. Ratios

- a. School psychologists shall be allocated to worksites at a ratio of 1 per 500 students.
- b. Counselors shall be allocated to worksites at a ratio of 1 per 250 students.
- c. Social workers shall be allocated to worksites at a ratio of 1 per 250 students.
- d. Nurses shall be allocated across worksites at a ratio of 1 per 750 students.

D. Instructional Hours

1. Principals will notify **bargaining unit members** employees of their work schedule, including plan time prior to the start of the school year.
2. ~~Employees may appeal schedules that are out of compliance with the Agreement. Principals in consultation with their supervisors must bring all schedules into compliance with the Agreement.~~
2. The District and BEA will bargain any future changes in instructional hours.
3. The **bargaining unit member** teacher to student contact minutes shall not exceed a yearly average of 315 minutes per day for elementary members, and 288 minutes per day for middle school and high school members. Current tutorial and study hall minutes shall not be converted to an additional instructional class for bargaining unit members.

4. Secondary bargaining unit members shall not be required to teach more than five (5) instructional courses per A/B day cycle.

E. Curriculum / Workload Management

1. On a yearly basis, each school staff **and administration** shall engage in a process of review of the priorities for that school year. To be considered are such things as new state and federal curriculum/programs, District priorities, school improvement plans, professional development, endorsements, preparation and member workload. The purpose shall be to enable all stakeholders in the school to help manage priorities.
2. A jointly appointed Special Education Committee, co-chaired by a designee of the Association President and the **Deputy Superintendent's designee**, and comprised of representation from resource room bargaining unit members, SLPs, psychologists and specialized program bargaining unit members, will meet quarterly to discuss and problem-solve special education topics.
3. The Special Education Department will:
 - a. Review the eligibility evaluation workload of SLPs when requested and provide support when available. In the event support is unavailable, the Special Education Department will provide direction as to how the work shall be adjusted so that it can be completed within the regular workday/year.
 - b. Review caseloads for psychologists and special education bargaining unit members and provide support when available. In the event support is unavailable, the Special Education Department will provide direction as to how the work shall be adjusted so that it can be completed within the regular workday/year.
4. Elementary building administrators will work with their kindergarten staff to develop a plan for transitioning students into kindergarten. During the first week of school, two student contact days will be set aside for **bargaining unit members** teachers to conduct kindergarten assessments, followed by one day for half of kindergarten students to attend school and one day for the other half of kindergarten students to attend school.
5. Regular meetings shall be held between representatives of the Association and Teaching and Learning Department administrators to discuss District-level planning for and implementation of curriculum revisions and District-wide program changes and priorities which may have a significant impact on unit members.
6. A jointly appointed District Professional Development Advisory Committee composed of administrators and **bargaining unit members** teachers and co-chaired by the Association President and the Deputy Superintendent/designee shall meet at least monthly to discuss District-level planning for and implementation of curriculum revisions and District-wide program changes and priorities which may have a significant impact on unit members.
7. The District shall annually provide **professional development** information for **bargaining unit** members regarding their responsibilities as documented in the reauthorization of Individuals with Disabilities Education Act (IDEA).

8. The District shall provide professional **bargaining unit members** educators at the elementary level with District-required student-facing materials in the language of instruction for all subjects that **bargaining unit members** educators are required to teach students. When available, the District shall provide bargaining unit member guides in the language of instruction.

9. ~~A building administrator and an Association representative will sign off annually that the requirements of Article 9-C-9.A, Article 9-C-E, Article 10-C-2-c, Article 10-E-1 and Article 10-E-7 have been fulfilled. A copy will be provided to the District and the Association. The form can be found in Appen~~