

## 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). 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. **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** ~~Employees~~ may make reasonable adjustments to their daily and weekly schedule (**flexing their 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.
7. **Recurring schedule changes (e.g. every Tuesday and Thursday afternoon) are subject to approval by the building administrator. Members should notify administrators of the need to adjust their schedule on a recurring basis as soon as is reasonable in order to address any coverage issues.**

### B. Plan Time

Plan time is time during the regular workday used for individual professional responsibilities. Plan time includes individual, team plan time and meetings. **Bargaining unit members** ~~Employees~~ shall normally receive not less than the following minimums for each five-day week **and prorated for weeks less than a five-day week. Averages, where mentioned, will be calculated over a two week period (e.g. elementary member week 1 has 650 prep minutes and week 2 has 700 minutes, which is 675 average in a two week period):**

1. All elementary members of the bargaining unit except those **with specific provisions** ~~included in B-2 through B-4 below~~ shall receive an average of 675 minutes per week. 450 minutes of this time shall be in blocks of not less than 30 minutes. Planning time shall be in segments of 10 or more consecutive minutes. Elementary ~~teachers~~ **bargaining unit members** with two half-day sessions shall receive an average of 700 minutes per week.
2. 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~~ **650** 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.
3. ~~Elementary Counselors shall receive an average of 400 minutes per week, and no less than 200 minutes per week for case management responsibilities.~~
3. **All** Middle School and High School **bargaining unit** members shall receive an average of 600 minutes per week; 225 minutes of this time shall be within the student day in blocks of not less than 30 minutes.
4. **All counselors shall receive 200 minutes of their plan time dedicated for case management responsibilities in blocks of no less than 30 minutes. Elementary counselors shall receive an average of 650 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 minutes.**
5. 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.
6. English language development teachers, speech language pathologists, and psychologists, ~~shall be asked to participate in planning their schedules and~~ shall receive plan time no less than as provided to classroom teachers at their level (elementary, middle, or high) under Section 10.B.
7. **Specialists and non-classroom bargaining unit members shall be asked in writing to participate in planning their schedules.**
8. **Bargaining unit members** ~~Employees~~ shall not have student supervision responsibilities during their plan and lunch times.
9. Time within the workday voluntarily spent with students or time for which other payment is received shall count toward the required plan time.
10. **Bargaining unit members** ~~Employees~~ working less than full-time shall have their average 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.

11. ~~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 bi-weekly average, 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.**
12. ~~**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.** ~~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.~~
13. ~~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~~ **collaboratively** established and agreed upon at the beginning of **each school year, with consideration to alignment with the District's strategic plan and school improvement plans. Agendas for committee meetings will be developed collaboratively between administrators and bargaining unit members. Bargaining unit members shall choose which committee(s) they will participate in.** 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

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.

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 Finance Office and Teaching and Learning**- to request support when problems regarding individual class size and makeup arise that are beyond the means and/or authority of school committees **and may be addressed via the process in C.3 below.**

**3. District Staffing Allocation**

**a. District leadership will meet with the Association president or designee to review class sizes and caseloads upon request or before the first student contact day and quarterly for the remainder of the year. During that meeting, the Association shall be afforded an opportunity to share the Association's input and discuss concerns brought forward by School Class Size Committees.**

**b. The District will consider class sizes and caseloads with attention to the following factors. This process shall not take the place of the special education workload management process described in E.3 below.**

- i. The number of students in the class and/or the student caseload**
- ii. School and district class size and caseload averages**
- iii. The grade or instructional level of the classroom**
- iv. The school's student population including economic needs and diverse learning needs**
- v. The amount of paraprofessional or specialist support provided**
- vi. Input provided by the Association.**

**c. Where a class size or caseload exceeds a reasonable level given all of the factors considered, the following options will be considered:**

- i. Adding or transferring licensed staff**
- ii. Adding or transferring classified support**
- iii. Developing blended classrooms**
- iv. Reassigning students**
- v. Specific workload relief in consultation with the educator and administrator**
- vi. No changes due to financial or space limitations.**

**d. The District will provide to the Association a summary of staffing changes made to address class sizes and caseloads upon request at the start of the school year and quarterly for the remainder of the year.**

#### 4. Caseload Limits

- a. A task force shall be established for Special Educators (including but not limited to speech and language pathologists, school psychologists, resource room educators, specialized program educators, and autism specialists) to create and implement a weighted system for workload and caseload measurement. The task force shall be comprised of an equal number of representatives from the Association and the District. The task force shall be charged with developing recommendations which will be shared with both bargaining teams. Their recommendations will be due to the teams no later than January 15th of the year of the expiration of the contract for discussion in successor bargaining.

#### 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.

#### 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 or 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 **training** information for **bargaining unit** members regarding their responsibilities as documented in the reauthorization of Individuals with Disabilities Education Act (IDEA).
- ~~8. A building administrator and an Association representative will sign off annually that the requirements of Article 9 C **9.A**, Article 9 G **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~~
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.

**F. Bargaining unit members may not be required to deliver both online and in-person instruction simultaneously, but may do so at their discretion.**