

## **ARTICLE 4 - WORK DAY / WORK YEAR**

### **4.1 General Responsibilities of Members:**

- 4.1.1 The District will designate specific days each school year for Elementary School teacher conferences. Secondary School Members will participate in staff development on the Elementary Schools parent/legal guardian teacher conference days. All Members who teach at grades TK-6 shall have two-full days to conduct parent/legal guardian conferences. The two days to conduct parent/legal guardian conferences shall be determined by the calendar committee. Whether Members who teach 7<sup>th</sup> and 8<sup>th</sup> grade students at a K-8 school will conduct parent/legal guardian conferences shall be determined by the Principal in consultation with the Site Leadership Team. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Members are responsible for regular communication with parent/legal guardians to keep them aware of the:
- a. Goals and objectives of the instructional program for their students;
  - b. Progress of the individual student in pursuit of the class objectives;
  - c. Special needs or problems of students as observed by the Member; and
  - d. Special accomplishments of students.
- 4.1.2 In addition to communicating the purposes and expectations of the instructional program, each Member is responsible for a reasonable attempt to keep parent/legal guardians informed regarding the progress of their student(s).
- a. Each Member shall provide parent/legal guardians with objective evidence of their student's progress at each grading period.
  - b. Parent/legal guardians of students who are doing unsatisfactory work or failing to meet other expectations of the Member, are to be notified when that condition becomes apparent to the Member. Members should make every reasonable effort to obtain parent/legal guardian support and involvement to assist in resolving the student's problems.
  - c. Before assigning a student a failing grade, a Member will make a reasonable effort, in a manner approved by a Principal or

Administrator, to alert the parent/legal guardians in advance to the student's academic problems that are leading to the failing grade. If unusual circumstances do not allow for such advance notification, the failing grade must be approved by the Principal or Administrator and a reasonable effort must be made by the Member to report to the parent/legal guardian that the student is receiving a failing grade.

#### 4.2 Work day:

4.2.1 The normal teaching assignment at Secondary Schools shall be the equivalent of five (5) teaching periods and one (1) period for preparation. For Elementary Schools on Monday, Tuesday, Thursday and Friday there shall be at least three hundred thirty two (332) minutes per day of direct student instruction with the exception of K-8 schools which shall be at least three hundred and sixty-seven (367) minutes for grades 7-8. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools, Community Day Schools and other special and pilot programs. Charter Schools Field Study Days are instructional days in which students may be at their home school or off campus doing job shadows, community service, career exploration or field trips.

4.2.2 Elementary and Secondary Schools shall have a Late Start/Early Release day, as determined by the District, which will be used for activities that will lead to increased student achievement, including but not limited to faculty meetings, professional learning community meetings, professional development, grade level planning activities, subject area planning activities, articulation activities, and collaboration activities, as assigned by the Principal or site administrator, in consultation with the School Site Leadership Team. Flexible time shall be designated to special education staff for collaboration.

4.2.2.1 Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools, Community Day Schools and other special and pilot programs.

4.2.3 The work day for a Member placed on salary schedule five (5) shall be seven and one-half (7½) hours, including a thirty (30) minute duty-free lunch.

- 4.2.4 The work day for a Member on salary schedule two (2) shall be eight (8) hours, including a thirty (30) minute duty-free lunch.
- 4.2.5 A Member shall work each day as assigned by the Member's Principal or administrator. Each day shall include the following:
- a. A lunch break of thirty (30) duty-free minutes. The Principal or Supervisor shall organize the Member's schedule in such a manner that each Member has a thirty (30) minute duty free lunch each day; any interruption of the thirty (30) minutes by the administration or designee will result in the Member being given an additional duty free amount of time equivalent to the interruption, as soon as possible on the same day. Members shall not be required to stand noon duty during the students' lunch-recess period, unless needed because a situation arises as determined by the Principal or designee (e.g. emergency, weather related issues). During non-emergency fieldtrips and other events, Members shall develop a schedule to provide thirty (30) minute duty-free lunch which provides for continued supervision of students during the event/fieldtrip.
  - b. Members shall report for duty twenty (20) minutes prior to commencement of the instructional day.
- 4.2.6 A part-time Member's compensation will be based on the hours of the part-time Member's workday as a percentage of a regular workday.
- 4.2.7 Site administrators will reasonably and equitably require Members, as part of their professional and contractual obligations, to participate in curricular and instructional school duties, including Individualized Educational Plan meetings, Section 504 meetings and Student Study Teams, and in conferring with and advising parent/legal guardians, including back to school night and open house.
- 4.2.7.1 The District will pay Members for the following additional after-school duties at the rate of \$40.00 per hour:

1. Mandatory training for which mini-units are not provided, and which are conducted outside of Late Start/Early Release Day (see Article 13.4).
2. Mandatory training for which a Member is not able to use mini-units credit because the Member has more than ninety (90) units and which are conducted outside of Late Start/Early Release Day, subject to District funding limitations.
3. Mandatory staff meetings that are conducted after school, but that could have been conducted on Late Start/Early Release Day.
4. Mandatory meetings or duties for District-wide development of curriculum conducted outside of Late Start/Early Release Day.
5. Mandatory meetings/trainings require two workday notice; unless emergency circumstances warrant waiver of the notice.

4.2.7.2 Members may be paid \$150 per ½ day and \$300 per full day for summer workshops and conferences at TRUSD unless there is a stipend rate that covers that assignment, or a grant rate, which shall apply instead.

4.2.8 Site administrators will also reasonably and equitably distribute required participation in adjunct duties, in consultation with the School Leadership Team. Members will not be involuntarily required to participate in more than twenty (20) hours per school year of adjunct duties, except for participation in the School Leadership Team, which shall be sufficient to satisfy the mandatory adjunct duty requirements. For members assigned multiple sites, adjunct duty hours shall not exceed twenty (20), when all site hours are combined.

4.2.9 Members may be requested to attend District sponsored programs, workshops, seminars, and conferences related to their fields, or to represent their disciplines and/or the District at other professional conferences. Attendance at the above conferences, seminars, and workshops shall be on a voluntary basis unless release time has been arranged by the District. At such events, Members are responsible for representing the District and their schools in the community and for helping to create and maintain a positive image of the

District, school and profession which are during the course and scope of their employment.

4.2.10 Assignment to More than One School:

Members assigned to more than one (1) school per day shall be reimbursed for the mileage traveled between the first school and the second assigned school at the current IRS approved rate per mile. If a Member is assigned an additional free period in consideration of travel, the additional free period shall serve as full and complete compensation for all travel expense.

4.3 Preparation Time:

4.3.1 All Elementary School Members will have sixty (60) minutes of continuous preparation time on Late Start/Early Release Day. The one hundred twenty (120) minutes will be divided as follows: sixty (60) minutes for teacher prep time (grades TK-12); sixty 60 minutes for staff meetings/PD/PLC. If Early Release the first sixty (60) minutes will be allocated for staff meetings PD/PLC. If Late Start, prep time is first. The primary intent of preparation time is that it will be used by the Member for planning and preparation for curricular and instructional activities. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Flexible time shall be designated to special education staff for collaboration.

4.3.1.1 Elementary (TK-6) teachers will receive ninety (90) minutes of prep time per week. Prep time missed due to holidays or absence of the prep time coverage teacher will be made up within thirty (30) days of the missed prep time or compensated thirty dollars (\$30) for the missed prep time.

4.3.2 Preparation periods for Secondary School Members, including Teacher Librarians, and 7<sup>th</sup> and 8<sup>th</sup> grade Members on K-8 sites shall be equal to at least one full student period and shall be proportionately adjusted to modified schedules. The primary intent of preparation time is that it will be used by the Member for planning and preparation for curricular and instructional activities.

Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs.

4.3.3 With the approval of the Principal or their designee, Members may leave the school premises to conduct meetings, conferences and to carry out duties related to the services for which the Member is employed.

4.4 The TRUSD special education department will provide teacher substitutes to school sites for IEP meetings to allow IEP meetings to be held during the school day, when necessary. The number of substitute days will be determined by the TRUSD special education department and site principal.

4.5 Substituting:

4.5.1 Secondary School Members may be asked to serve as a substitute during the employee's preparation period, when no substitute is available. Members have the right of refusal. Principals will first ask for volunteers and if no volunteer is available, will make the assignment on a rotating basis. Members who serve as substitutes shall be paid the substitute rate of sixty dollars (\$60) per period. Only Members who have a preparation period qualify for this substitute rate. (Effective 7/1/2017)

4.5.2 In Elementary Schools, if no substitute teacher is available, Principals will make every effort not to place students in other Members' classrooms. However, in the event a substitute teacher cannot be located, students may be placed in another Members' classroom based on district process. Members who have extra students placed in their class shall receive compensation of sixty dollars (\$60) per day for payment to a maximum of four (4) teachers per divided class.

4.5.3 In 7-8 and 7-12 configuration schools, in the event of an emergency with no substitute teacher available, coverage will be satisfied first through 4.5.1 and if necessary then by 4.5.2. The District shall communicate the details of these emergency situations to TRUE.

4.6 Sixth (6<sup>th</sup>) Period Assignment:

Members with teaching assignments in Secondary Schools may be offered employment to teach during the preparation/conference period. Said employment shall be on a voluntary basis. Sixth period assignments must be approved by the Board of Trustees.

When such employment is accepted, it shall be compensated at the rate of seventy dollars (\$70) per period. The District shall forward to the Association in November and March a report on the number of teachers on sixth (6<sup>th</sup>) period assignments by department and school.

4.6.1 All sixth period teaching assignments shall be paid monthly.

4.7 Student Minimum Days:

4.7.1 A student minimum day consists of two hundred forty seven (247) instructional minutes at Elementary Schools and two hundred sixty two (262) instructional minutes at Secondary Schools.

4.7.2 Student minimum days shall be scheduled for the last student day before Winter Break and the last day of school for grades K-12. At Secondary Schools, the District may provide student minimum days for administration of Statewide Assessments and for semester finals. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs.

4.7.3 For Members at Elementary School sites, there shall be one (1) student shortened day to conduct parent communications. A student shortened day consists of a day that ends sixty (60) minutes before the end of a normal student instructional day-

4.8 Association Business and Leave:

4.8.1 Association President Leave

4.8.1.1 The Association President shall be granted a leave of absence during their term of office to conduct Association business.

4.8.1.2 The Association President shall be paid their full salary and fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.

4.8.1.3 The Association shall give notice to the Chief Human Resources Official of Human Resources or their designee, no later than June 1 of each year of its intention for the use and allocation of release time for the forthcoming school year.

4.8.1.4 Upon termination of an Association leave, the Association President shall return to the same work site within two years which they had immediately preceding commencement of the leave if they have the appropriate credential.

4.8.1.4.1 If the worksite held by the Association President no longer exists or if the leave extended beyond two years at the termination of their leave, the Association President shall be placed on the involuntary transfer list.

4.8.1.5 No financial burden shall be placed upon the District during an Association leave. Upon termination of the Association Leave, the Association President shall notify the District and return to their position beginning July 1 following the termination of the leave. The Association shall cease reimbursement to the District for full salary, related costs, and fringe benefits.

#### 4.8.2 Association Officers and Representative Business

4.8.2.1 The Association Officers and Representatives shall be released in accordance with and to the extent required by the Educational Employment Relations Act (EERA).

4.8.2.2 All release time must be used in an educationally sound manner that does not detract from student learning. The Association shall pay for all costs incurred by the District in affording the release time.

#### 4.9 Work Year:

##### 4.9.1 Instructional Year:

4.9.1.1 There shall be one hundred and eighty (180) instructional days in a work year. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Field Study Days at Charter Schools are instructional time in which students may be at their home school or off campus doing job shadows, community service, career exploration or field trips.



4.9.1.2 Changes in the instructional year may only occur after consultation with the Association and approval of the Board of Trustees, except in cases where an emergency arises.

4.9.2 Days in Work Year:

4.9.2.1 Members who are placed on salary schedules one (1) and five (5) will be required to work 186 days.

4.9.2.2 Classroom teachers new to the District will be required to work 187 days.

4.9.2.3 Members who are placed on salary schedule two (2) will be required to work 192 days.

4.9.2.4 Members who are placed on salary schedule six (6) and seven (7) will be required to work 198 days.