

COLLECTIVE BARGAINING AGREEMENT BETWEEN TVUSD AND TVEA
TERM OF CONTRACT: JULY 1, 2021 – JUNE 30, 2024

Article 5: HOURS

- 5.1** The length of the unit member work day, including lunch and including relief periods and time required before and after school, shall not exceed seven (7) hours. Psychologists shall have a seven and one-half (7½) hour on-site work day.
- 5.1.1** Unit members shall report for duty at their assigned work site at least thirty (30) minutes before the beginning of the instructional day, unless in doing so would exceed the seven (7) hour work day.
- 5.2** In addition to the time in Section 5.1, unit members are responsible for instructional and non-instructional duties such as:
- Goal setting and Evaluation related meetings if unable to schedule within the contract day
 - Preparation for Instruction
 - Faculty and staff meetings
 - Parent and/or student conferences
 - Back-to-School Night
 - Open House
 - Graduation
 - Supervision and leadership of student organizations and activities to which a unit member has agreed
- 5.3** Administration may require unit members to attend beyond the contract day two (2) faculty meetings not to exceed two (2) hours every four (4) weeks. An agenda shall, whenever practical, be made available to unit members at least one (1) day in advance so unit members may place items on the agenda.
- 5.4** Nothing in this Article limits the initiative on the part of the unit member to take whatever action he/she may consider necessary in the accomplishment of his/her duties as long as such action is not in violation of this agreement, Board Policy, or Administrative Regulations.
- 5.5** All unit members shall be entitled to a duty-free lunch period of at least thirty (30) minutes.
- 5.6** Unit members teaching in grades six (6) through and including twelve (12) shall have one (1) class period per day to be utilized for preparation time, except on modified days. The period shall be the same length as a regular instructional period. The District reserves the right to assign duties, including classroom instructional duties, at any time during the work day, other than the duty-free thirty (30) minute lunch period and assigned preparation time, as set forth herein.
- 5.6.1** With the exception of the classes listed in Section 5.6.1.3, unit members teaching SDC or RSP in grades six (6) through and including twelve (12) shall have one (1) class period per day to be utilized for case management time in addition to preparation time, except on modified days. Unit members shall

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utilize this case management time to complete duties such as, but not limited to, student observation, small group instructional support, individual or small group student support, collaboration with other teachers regarding student progress, discussion of student services with outside resources, conducting and evaluating assessments, preparing IEP's, attendance at pre-staffing and IEP meetings, and/or communication of student progress with parents. Case management time and preparation time may be used interchangeably.

5.6.1.1 In lieu of the case management period described in Section 5.6.1 above, unit members teaching the classes described in Section 5.6.1.3 shall receive eighteen (18) days of release to perform the functions delineated in Section 5.6.1, provided that those functions are applicable. The eighteen days are to be spread throughout the year as follows: two (2) days per month in August, September, October, November, January, February, April, May; one (1) day per month in December and March; and zero (0) days in June. Release days not used in their designated month will be forfeited.

5.6.1.2 In addition to the release days provided in Section 5.6.1.1, the unit members teaching classes listed in Section 5.6.1.3 shall receive an annual stipend in an amount of \$1,500.

5.6.1.3 Sections 5.6.1.1 and 5.6.1.2 apply to teachers of the following classes

- SDC BRIDGE classes
- SDC Severely Handicapped classes
- SDC STEPSS classes
- SDC Emotionally Disturbed classes
- SDC Severely Handicapped/Moderately Handicapped classes
- SDC Medically Fragile classes
- SDC BRIDGE Adult classes
- SDC LEAPS Adult classes

Changes or additions to this list shall be mutually agreed upon by the District and Association.

5.7 Unit members teaching in grades Kindergarten through and including fifth (5th) shall have one hundred fifty (150) minutes per week to be utilized for preparation time. These minutes may be reduced in number if prep minutes fall on a non-student or modified day, or due to an unforeseeable circumstance, such as, but not limited to, inability to secure substitute coverage, fire/earthquake drills, building evacuation, etc.

5.7.1 Kindergarten teachers shall be assigned by the site administrator to assist other K-3 teachers for ninety (90) minutes per day; a minimum of forty five (45) of these minutes per day shall be assigned in a Kindergarten classroom.

5.8 In preparing the initial master schedule, the Administration shall consider employing full-time unit members before considering offering extra period assignments to current unit members.

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- 5.8.1** A unit member teaching an extra period assignment will earn an additional 20% of his/her per diem rate.
- 5.9** Unit members shall not be required to substitute except in the event of an emergency. If a unit member does substitute, he/she will be paid at the per diem hourly rate, multiplied by the actual time worked and rounded up to the nearest fifteen (15) minute increment, or receive compensation time for the actual time worked.
- 5.9.1 Temporary Expanded Class (TEC) Compensation**
Unit members teaching TK-5 shall not be required to take on additional students for another unit member except in the event that a substitute cannot be secured. In the event a unit member in TK-5 is temporarily assigned students which causes a unit member's enrollment to exceed the highest enrolled classroom roster in the assigned grade at the site, the unit member will be compensated accordingly (using Appendix N).
Full Day TEC Rate - \$8.00 per student rate if students are in attendance in class greater than three (3) hours.
Half Day TEC Rate - \$4.00 per student rate if students are in attendance in class less than or equal to three (3) hours (See Appendix N).
- 5.10 ELEMENTARY PREPARATION TIME**
- 5.10.1** Unit members in grades 1-5 shall use modified days as preparation time for individual and team planning, except for the modified days designated for K-8 parent conferences. The modified day time shall not be used for school-wide or District-wide planning, training or committees unless 2/3 majority of the school staff supports this time usage.
- 5.10.2** As a result of serving assigned supervisory duties, each unit member of grades 1-5 shall be accorded two professional release days per year for purposes of planning and preparation. These days shall be scheduled by each unit member with the principal. The unit member shall submit to the principal a plan for the use of the professional release day. Professional release days for individual unit members shall be scheduled by the principal to assure that no detriment to the school program occurs (e.g. too many subs on campus, holiday or weekend extensions, or special needs at the site), (Appendix L).
- 5.11** For the purpose of this article, a single teaching assignment preparation for unit members in grades 6-12, will be defined by the course title in the master schedule. If the unit member is directed by the administrator to teach two different curriculums in the same period, this then will constitute two teaching assignment preparations for this one period.
- 5.11.1** Middle school teachers will not be assigned more than three (3) teaching assignment preparations unless mutually agreed upon (using Appendix M) by the teacher and site administrator. Assignments to be excluded are EL, Interventions, Virtual School, PE, VAPA, and Special Education programs including SDC Concepts, BRIDGE, SH, STEPSS, ED/Behavior Class, and any other self-contained Special Education classrooms.

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- 5.11.2** High school teachers will not be assigned more than three (3) teaching assignment preparations unless mutually agreed upon (using Appendix M) by the teacher and site administrator. Assignments to be excluded are Career Tech, EL, Interventions, Virtual School, Independent Study, Adult School, PE, ROTC, VAPA, and Special Education programs including BRIDGE, SH, STEPSS, ED/Behavior Class, and Adult Transition classes, and any other self-contained Special Education classrooms.
- 5.12** Each site will have school-wide intervention program(s) to be approved by 60% of the bargaining unit members that submit a ballot. TVEA and the site administrator will conduct the vote.
- 5.13** Unit members will have input for preps or assignments for the following year.