

ARTICLE IV HOURS

Section 1.

HOURS REQUIRED ON SITE

The District and the Association recognize that the varying nature of a unit member's day to day professional responsibilities does not lend itself to an instructional day of rigidly established times. The basic daily assignment, on site, of all unit members shall be 7 1/2 hours and shall be served as follows:

1. All full-time certificated classroom teachers must sign in at the Main Office at least fifteen (15) minutes before their first class, conference period, or required meeting, but no later than 8:15 a.m., and remain until such time that the hours requirement above and other professional responsibilities are fulfilled. Teachers may leave on Fridays or the day prior to a holiday when professional responsibilities are completed.
2. Counselors, nurses, and librarians shall be assigned 7 1/2 hours, not including lunch, at times which meet the need for these services as determined by the principal after consultation with said personnel.
3.
 - A) The principal shall make a reasonable effort to the extent possible at each school site, to equitably distribute the duties set forth in this article within ~~twenty-five (25) to twenty-seven (27) period equivalents~~ (1250 minutes to 1350 minutes per week.)
 - B) In grades K-8, homeroom, regular daily supervision assignments or other teacher assignments mutually agreed to by the affected unit member and principal shall count as part of the *1250 to 1350 minutes per week* ~~twenty-five (25) to twenty-seven (27) period equivalents~~. Such assignments shall be equitably distributed among all unit members. In grades K-8, no rotating yard duty supervision shall be assigned teachers except in cases of emergency.
 - C) In grades 9-12, the principal or designees shall solicit volunteers to fill period 1 and/or period 8 teaching assignments. The principal or designee shall solicit staff members' input regarding scheduling preferences prior to establishing the teacher's schedule. In accordance with schedule needs, as determined by the principal, the principal or designee shall make a reasonable effort to meet teachers scheduling requests. In assigning teachers to period one (1) and period eight (8) classes at the high school, the District shall seek volunteers within program needs. If an insufficient number of volunteers agree to teach classes, the District shall make a reasonable effort to make such assignments on a rotating basis within program needs.
 - D) Understanding the unique needs of students served by Special Education program teachers, the District and Association have agreed that teachers in these Special Education programs will be, when possible, provided with the indicated preparation/conference time as indicated below:

1. Full-time Special Education SDC and RSP teachers at Beverly Hills High School will have 250 minutes per week for preparation/conferencing. This time will generally be provided on a one-period per day schedule, along with their five instructional periods per day.
2. Special Day Class Teachers of pre-school/kindergarten grades will have their preparation/conference period beyond the student day, with each teacher having a minimum of 1250 minutes of pupil contact time per week.
3. Special Day Class Teachers in grades 1, 2 and 3 will be provided with 450 minutes per week of preparation/conference time and may have up to 1400 minutes of student contact each week.
4. Special Day Class Teachers in grades 4 and 5 will be provided with 600 minutes per week of preparation/conference time.
5. Special Day Class Teachers in grade 6 through 8 will be provided with 400 minutes per week of preparation/conference time.
6. Elementary Resource Specialist Teachers with Child Study Team responsibilities will be provided with 700 minutes per week of preparation/conference time.
7. Elementary Resource Specialist Teachers with no Child Study Team responsibilities will be provided with 500 minutes per week of preparation/conference time.

The preparation/conference times noted above must be mutually agreed to by the teacher and site Principal at the beginning of the school year. It is understood that Special Education Teachers may need to change the initial schedule during the school year. It is the teacher's responsibility to inform the Principal, in advance, of any changes.

If for any reason a Special Education Teacher is not able to adhere to the schedule and feels alternative preparation/conference time is needed, the teacher should make a request in writing (see Appendix E) for release time in which a response by the site Principal will be provided to the Special Education Teacher within five (5) working days. Such requests must be approved by site Principal, as well as, the Coordinator of Special Education. In no case shall the number of days requested be in excess of 15 release days per year.

It is expected that if a Special Education Teacher is not able to be provided with the standard preparation/conference time as noted above, that the Principal and Teacher will work together to re-plan the teachers' schedule in order to avoid the ongoing necessity for requesting released days.

4. Each unit member shall be assigned at least five (5) full-time periods per week of uninterrupted preparation time. In cases of emergency or special programs, every effort shall be made to equalize preparation time among unit members at the work site during the school year.
5. School nurses may be assigned three (3) hours of instructional time each week as part of their regular daily responsibilities.

Section 2.

PROFESSIONAL DUTIES, LUNCH PERIODS AND OTHER HOURS OF ASSIGNMENT

Each employee is responsible for classroom duties (or, in the case of non-classroom teachers, scheduled duties) for which he or she is properly credentialed, and for all related and reasonable professional duties. Such professional duties include the following examples: instructional planning preparing lesson plans; preparing and selecting instructional materials; reviewing and evaluating the work of pupils; communicating and conferring with pupils, parents, staff and administrators; maintaining appropriate records; providing leadership and supervision of student activities; supervising instructional assistants when assigned; cooperating in parent, community, and open house activities; general supervision of pupils both within and outside the classroom; participating in staff development programs, professional activities related to unit member's assignment, independent study and otherwise keeping current with developments within areas of subjects of assignment; assuming reasonable responsibility for the proper use and control of District property, equipment, material and supplies; and, at 9-12 only, daily campus supervision, on-campus club activities and other teacher assignments mutually agreed to by the unit members and the principal. Except for emergency situations, bargaining unit members shall be provided at least a 40-minute duty free lunch period within the hours of 11:20 a.m. and 1:45 p.m.

When a rainy day schedule is called during the lunch periods for students, teachers shall have no less than a 30-minute duty free lunch period. Every effort shall be made to provide the teacher's normal duty free lunch period.

In assigning the duties set forth in this article, site administrators shall see that the hours involved are equitably distributed among unit members and that reasonable advance notice of scheduling is provided.

Teachers may leave the campus during the day for personal or professional reasons under regulations established by the site administrator, after consultation with the site's BHEA Branch Representative.

If an emergency situation exists, the principal may require the presence of all or part of the certificated staff to be on site at the time and places as needed. An "emergency" is defined as an act of God, epidemic, natural disaster or pending disaster, or other situations which may affect the safety and welfare of the students and District personnel.

Teachers shall be provided the opportunity to express preference for assignments and make suggestions as they relate to their assignments.

Every effort shall be made to keep extra duties to a minimum. Teachers who serve two or more schools in one day shall be allowed 15 minutes and may be allowed a maximum of 25 minutes per move exclusive of 40-minute lunch periods. The Assistant Superintendent, Human Resources shall approve any such requests.

Section 3.

STAFF MEETINGS

In addition to the time requirements of Section 1 and 2, all employees covered by this Agreement shall be required to attend the following meetings as scheduled. The Superintendent or his/her designee may call special meetings at any time to consider matters related to the safety or welfare of employees or students or matters of importance to the District. All such meetings shall meet the test of reasonableness.

Required Meetings:

The Association may file an annual report with the persons or persons responsible for meetings in this section which reflect the quality of said meetings and constructive suggestions for change.

Site - Principal-Faculty, Department And Grade Level Meetings

Every effort shall be made to schedule such meetings on Mondays for grades 9-12 and Wednesdays for grades PreK through 8. An annual schedule shall be published in September. Reasonable advance notice of cancellations or change in dates or special meetings shall be given.

Times of other meetings shall be mutually agreed upon between the administration and affected unit members. Such meetings shall be kept to a minimum.

District - Grade Level or Subject Area Meetings

Every effort shall be made to schedule such meetings on Wednesdays. An annual schedule shall be published in September. Reasonable advance notice of cancellations or change in dates or special meetings shall be given. Such meetings shall be kept to a minimum.

Meetings Not Required:

In-Service Classes, Performance Improvement Plans

Tuesdays shall be reserved for these types of programs. Up to twenty (20) Wednesdays and up to fifteen (15) Thursdays may be used to schedule PIP courses after consultation with the Director of Elementary Instruction and Association President. Such meetings shall not conflict with regularly scheduled Association meetings.

Association Meetings

Thursdays shall be reserved for Association meetings. (See Article 2, Section 4).

Section 4.

PART-TIME CERTIFICATED PERSONNEL

1. An employee who is assigned to a probationary position on a part-time basis and becomes permanent has tenure on a part-time basis only. (e.g., an employee who is assigned on a 3/5 assignment as a probationary employee gains tenure as a 3/5 employee only.)
2. A full-time permanent employee who requests and is approved for a part-time assignment retains tenure as a full-time teacher under the following conditions:
 - a. The request for part-time assignment is based upon extenuating health, personal, or professional reasons.
 - b. The part-time assignment can be accommodated without employing additional personnel. If in a very unusual case a part-time replacement is required the part-time assignment may not exceed two consecutive semesters.
 - c. Part-time assignments shall be subject to annual review by the Superintendent and may be terminated at the close of the school year if a continuing part-time assignment is not in the best interest of the educational program.
 - d. Part-time assignments will not be approved for less than one semester or one school year.
 - e. Part-time assignments shall be either 1/5, 2/5, 1/2, 3/5, or 4/5 and class teaching time shall be assigned in the same proportion as assigned to a full-time assignment on a weekly basis in that subject area or grade level. Compensation shall be pro-rated in accordance with the Education Code: "In fixing the compensation of part-time employees, governing boards shall provide an amount which bears the same ratio to the amount provided full-time employees as the time actually served by full-time employees of the same grade or assignment."
 - f. Persons on part-time assignments who have tenure as a full-time employee may request a full-time assignment no less than thirty (30) days prior to the close of a semester. Part-time personnel reassigned by the District to full-time shall be given thirty (30) days' notice of such reassignment.

Personnel assigned on a part-time basis are employed under the following conditions:

1. Duties and Responsibilities

Persons employed on a 2/5 or greater assignment shall have the same type of duties and responsibilities assigned to a full-time teacher.

They are required to attend all faculty meetings and department or grade level meetings any time such meetings are called for normal or emergency reasons. Supervision or club sponsorship assignments normally assigned to full-time unit members shall be assigned to part-time unit members on a reasonable or proportional basis.

Conference period and preparation period assignments shall be made in the proportion that the part-time assignment bears to a normal full-time assignment.

Employment Information

At the beginning of each school year, the appropriate administrator shall review, upon request, the policies and benefits related to part-time personnel.

Personnel employed by the District in the Early Retirement Program do not come under the jurisdiction of this article.

Section 5.

SCHOOL CALENDAR

<u>PUPIL DAYS</u>	<u>PUPIL-FREE DAYS</u>	<u>STAFF DEVELOPMENT DAYS</u>
180	3 days	3 days

(See Appendix A for actual calendar)

There shall be a legal minimum school day on open house and back-to-school night. One (1) orientation meeting/preparation day is required. There will be one pupil-free day at the end of each semester.