

ARTICLE 65 – DESIGNATED SCHOOLS

The parties agree that time is a critical component in developing and enhancing the effectiveness of accountable professional learning communities to make significant improvements in both the educational learning environment and in student achievement. By providing for an extended duty day and year, students at designated schools will receive more instructional time per day and unit members will have more time to collaborate with peers in analyzing student performance data and developing the goals and actions necessary to measurably improve student learning outcomes. This is consistent with the requirement to utilize Local Control Funding Formula Fund revenue for increased and/or improved services to students who are low income, English learners and foster youth. As stated in Section 4.2, the extended duty day and duty year provisions set forth below are contingent upon funding.

1. Extended Duty Year And Extended Duty Day

1.1 Duty Year:

- 1.1.1 The duty year for all affected unit members at the designated schools will be increased by ten (10) days or an equivalent number of hours (80 hours) beyond the level set forth in Article 14. If supported by a vote of fifty (50) percent or more of a designated site's teaching staff, the fiscal equivalent of up to three (3) days or twenty-four (24) hours per certificated teacher at the site shall be used to purchase positions (i.e. FTE), materials or supplies to support the instructional program. The fiscal equivalent of the total per diem pay for the three (3) days or twenty-four (24) hours of the certificated unit members at the school site shall be based on the designated school site's baseline staffing allocation. School site teaching staff decisions on the use of the days as specified above must be provided to the District for the 2014-2015 school year by Winter Break. For 2015-2016 and subsequent years, school site teaching staff decisions on the use of days as specified above must be received by April 1.
- 1.1.2 Compensation for affected bargaining unit members shall be increased to reflect the extended duty year by ten (10) days or the amount selected by the teaching staff as set forth in 1.1.1 above, so that affected bargaining unit members will continue to be compensated at their daily rate of pay. (Example: 185 days equals 1.0 factor and 195 days equals 1.054.)
- 1.1.3 The principal shall collaborate with the teaching staff in determining when to best utilize the additional days¹ as determined pursuant to 1.1.1. above during each school year and whether to convert some or all of the additional days into an equivalent number of hours for greater flexibility in scheduling the use of this time consistent with the site's academic program and the school's annual calendar of events and activities. These additional days and/or hours will be used consistent with the Accountable Communities model as set forth in Article 66, Section 1, to

¹ The reference to "days" and "hours" throughout the remainder of this article refers to the days and/or hours selected by the teaching staff at each designated school sites as determined pursuant to section 1.1.1 in this Article

provide unit members with increased opportunities to present and discuss feedback and strategies for addressing the College and Career Ready Standards and related pedagogical practices tied to the Foundations to Accountable communities. This includes, but is not limited to, assessing student learning, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards-aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate. In addition to the professional responsibilities set forth in Article 20, section 2, such activities may include, but are not limited to professional learning, teacher planning/collaboration, targeted student support/intervention/pre-assessment, and development of transition programs.

- 1.1.4 Absent exigent circumstances, these additional days or an equivalent number of hours shall be scheduled contiguous to existing work days.
- 1.1.5 For affected unit members who will be serving at designated schools beginning in 2014-15, notice of the length of their duty year shall be provided within five (5) calendar days after the ratification by the Association and Board approval. By the last day of the 2014-15 duty year and the last day of each duty year thereafter, all affected unit members at designated schools shall be notified as to the length of their subsequent duty year.
- 1.1.6 For the 2014-15 school year, no more than twenty-one (21) hours shall be scheduled prior to the start of the school year, unless by a majority vote of the certificated unit members at a designated school site agree to exceed twenty-one (21) hours.

1.2 Duty Day

- 1.2.1 For all affected unit members at designated schools, the number of instructional minutes within the 7.0 hour duty day as defined in Article 20, section 1.2, will be increased by one-half (.5) hour. Affected bargaining unit members shall be compensated at their per diem (hourly) rate for this additional one-half (.5) hour.
- 1.2.2 The one-half (.5) hour increase as set forth in 1.2.1 above, shall be utilized for the purpose of providing additional direct instruction to students.
- 1.2.3 **For all affected unit members at designated schools, a duty free lunch shall be provided pursuant to Article 20 on all Schedule A days (i.e. 185). If sites agree to conduct professional learning by setting additional work days pursuant to Article 20 and 1.1.1 and 1.1.3 of this Article, a duty free lunch will be provided.**
- 1.2.4 **Consistent with the PLAS model pilot project created pursuant to the parties June 24, 2010 MOU, SLPs, Nurses and DIS assigned to Designated Schools are not affected by the extended work year and extended duty day as set forth in Article 65 and do not receive additional pay for the extended duty day and duty year. SLPs, Nurses and DIS assigned to Designated Schools shall continue to be subject to the duty year as set forth in Article 14 and the duty/work day as set forth in Article 20 and any other applicable**

articles related to the duty/work day and duty year for non-Designated Schools. If SLPS, Nurses or DIS Services assigned to Designated Schools are mandated by their supervisor to work beyond the 8 hour work day, they will be compensated at their per diem rate.

The following is a **sample** schedule for illustrative purposes only:

8:00 Student Start Time - 2:35 Student End Time

7:50 Teacher Start Time - 3:20 Teacher End Time = 7.5 Hour Duty Day

	7:50 – 3:20	
Schedule	Instructional Minutes	Non-Instructional/Prep Time
7:50 - 8:05		10 minutes (NI)
8:00 – 10:35	155 minutes	
10:35 (Recess)		15 minutes(NI)
10:50 Instruction Begins		
10:50 – 12:30	100 minutes	
12:35 (Lunch)		30 Lunch + 10 minutes (NI)
1:10 Instruction Begins		
1:10 – 2:35	85 minutes	
2:35 – 3:20		45 minutes (Prep)
Total	340 minutes	

1.3 Additional Staffing

1.3.1 An additional 1.0 FTE certificated position will be added to the basic staffing formula at each of the schools that are designated for 2014-15 as stated in 2.2 below.

1.3.2 An additional 1.0 FTE certificated position will be added to the basic staffing formula at each of the additional schools that are designated for 2015-16 and 2016-17 as stated in 2.2 below.

2. Designation of Schools

2.1 The extended duty year and extended duty day working conditions set forth below shall apply at schools that have been designated using the Local Control Funding Formula and the School Quality Improvement Index.

2.2 A total of ten (10) elementary schools shall be designated for 2014-15; a total of twenty (20) elementary schools shall be designated for 2015-16; and a total of ten additional elementary schools shall be designated by the end of the 2016-17 school year.

3. Transfer

3.1 For the 2015-16 school year and subsequent years thereafter, any unit member who does not wish to remain at a designated school may seek a lateral (voluntary) transfer consistent the provisions of Article 61, Transfer and Assignment.

3.2 Effective for the 2014-15 school year and thereafter, unit members serving at designated schools who do not wish to remain at those schools may seek an overage transfer regardless of whether there is a reduction in staffing need at his/her designated school. However, if the unit member is not selected for an overage transfer, the unit member shall remain at his/her designated school.

4. Applicability of This Article

4.1 The provisions set forth above with respect to the extended school year and extended duty day shall only apply to those unit members working at designated schools and except as specifically set forth below, the provisions of this Collective Bargaining Agreement shall continue to apply in the same manner as existed prior to the inclusion of this section.

4.2 Due to the uncertainty and volatility of state and federal funding, it is understood and agreed that this Article shall terminate if for any reason there exists an inability for full funding through LCFF or successor legislation.