

ARTICLE 9 HOURS

Site Time

- 9.1.1 Unit members shall report to their work site fifteen (15) minutes before regular classes begin and shall remain at their work site in accord with the following minimum daily requirements:

415 Minutes - Infant Ed., Preschool, TK-5

420 Minutes - 6-8

435 Minutes - 9-12

- 9.1.1.1 6th-8th grade teacher's site times at Holbrook Language Academy will be 420 minutes per day.

- 9.1.2 The fifteen (15) minutes set forth above is included in the required site time provided for all instructional levels, as is the fifteen (15) minutes following students' dismissal at all levels.

A list of when site time begins and ends at all school sites shall be compiled and can be obtained by MDEA Leadership from an appropriate Director, Chief, or Assistant Superintendent by one (1) week prior to the first day of school. This list shall be updated annually to reflect any schedule adjustments which are made according to the procedures outlined in §9.1.3 - §9.1.4, below.

- 9.1.3 Faculties, by majority vote and with administrative approval, may make the following adjustments within the established site time:

- 9.1.3.1 extend the lunch period for a time greater than thirty (30) minutes. In the event that the lunch period is extended beyond the time provided for in this Agreement, such lunch period shall be duty free and uninterrupted except in instances of "rainy day session," "extreme weather condition", "smoke days", or Superintendent or designee declared emergencies; however, at least thirty (30) minutes of the lunch period shall be duty free and uninterrupted. Any extension of the minimum 30-minute duty-free lunch, at all levels, shall extend the required site time, by level, by the same number of minutes added to the minimum 30-minute duty free lunch period at that school site.

- 9.1.3.1.1 Each school site administrator shall meet and confer with the site leadership team, before submitting the school site safety plan, to develop a set of guidelines to ensure a minimum 30-minute lunch and the safety of the

students in the event of “rainy day session”, extreme weather condition, “smoke days”, or Superintendent or designee declared emergencies.

- 9.1.3.2 extend at the middle school level, the 420 minute site time up to fifteen (15) minutes to provide for a brunch break. Middle school sites that incorporate a brunch period shall extend their required site time by the same number of minutes as the length of that brunch period.
- 9.1.3.3 vary the length of their instructional day (i.e. extending the instructional day for any four (4) days of the week so as to provide reduced instructional time for the fifth day) to provide time for planning, staff development, or other mutually agreed to activities;
- 9.1.3.4 extend, in grades 4 and 5, the site time to accommodate a slip schedule of fifty (50) minutes.
- 9.1.4 No such adjustment(s) shall reduce site time and may in fact increase site time. The intent of this section is to provide flexibility in accord with the needs of a school or program. In §9.1.3.1, §9.1.3.2, §9.1.3.3 and §9.1.3.4 above, determination must be made by May 15 of the preceding year. These determinations may also be reviewed annually at each site and may be modified by the same process used in making the initial determination.
- 9.1.5 The schedule adjustment procedure outlined in §9.1.3 - §9.1.4 does not apply to decisions requiring contract exceptions.
- 9.1.6 The MDEA and MDUSD negotiating teams believe that modification of existing K-3 SLIP programs would be most effective if achieved by consensus of affected staff and principals. This statement of belief is not a grievable matter.
- 9.1.7 Upon request agreements made pursuant to this section shall be provided in writing to affected unit members and the site Association Representative.
- 9.1.8 A kindergarten teacher shall not be required to teach in the reading recovery program as a condition of being a kindergarten teacher.
- 9.1.9 Elementary sites that have voted to bank instructional time four (4) days per week to provide an early student release day on the fifth day, per §9.1.3.3 above, shall have discretion over the use of half of the early release days each month, per the terms of the "Allocating Time on Elementary Early Release Days" MOU, attached as Appendix Q to this Agreement.

- 9.1.9.1 Should unforeseen circumstances arise, the annual calendar developed to schedule the use of Elementary Early Release Days may be modified using the following process:
- 9.1.9.2 Principals, with five (5) days advance notice, may repurpose early out days, the use of which are subject to teachers' professional discretion and scheduled for individual planning or grade level collaboration, respectively, and use these day(s) at the Principal's discretion, provided such repurposing does not result in a net loss in the number of days available per month for both individual teacher planning and grade level collaboration. If the repurposing of the early out day occurs at the end of the month resulting in a net loss that month in the number of days available for both individual teacher planning and grade level collaboration, then the first available early out day that had been scheduled at the Principal's discretion will be rescheduled for teacher planning and/or grade level collaboration.

9.2 Additional Duties

9.2.1 Each unit member may be assigned additional duties which are related to their responsibilities as a unit member. Such duties may include, but are not limited to:

9.2.1.1 Site meetings

9.2.1.1.1 Elementary sites

- Four (4) meetings per month on early-out Wednesdays.
- The agenda for two (2) of these four (4) monthly meetings is at principals' discretion and shall not exceed ninety (90) minutes in total length.
- The agenda for one (1) of these four (4) monthly meetings is at the discretion of individual teachers and shall be used for preparation/planning, not to exceed sixty (60) minutes in total length.
- The agenda for one (1) of these four (4) monthly meetings is for teacher-controlled grade level collaboration/planning, as determined by teachers at that grade level, not to exceed sixty (60) minutes in total length.
- Principals may collaborate with teachers at grade level regarding the agenda on the one (1)

monthly teacher collaboration day but may not impose an agenda. Once an agenda has been determined, teachers will make informal notes on the agenda indicating what was discussed and will forward these notes to the site Principal upon request.

9.2.1.1.2 Secondary sites

- Four (4) monthly meetings per month.
- The agenda for two (2) of these monthly meetings shall be at the discretion of the site principal.
- At secondary sites with early out schedules, each of the two (2) principal discretion staff meetings shall not exceed ninety (90) minutes in total length.
- At secondary sites with non-early-out day schedules, each of the two (2) monthly principal discretion staff meetings shall not exceed required site time by more than ninety (90) minutes.
- The agenda for one (1) of the four (4) monthly meetings is for individual teacher planning/preparation and shall not exceed sixty (60) minutes in total length.
- The agenda for one (1) of the four (4) monthly meetings is for teacher collaboration which shall not exceed sixty (60) minutes in total length and which may be used for department, PLC, or other department activities, as determined by the teachers in that department or subject-alike area. Principals may collaborate with teachers by department or program regarding the agenda on the one (1) monthly teacher collaboration day but may not impose an agenda.
- Once an agenda has been determined, teachers will make informal notes on the agenda indicating what was discussed and will forward these notes to the Principal upon request.
- During a WASC year, or during a time when a site is undergoing a reorganization, normally scheduled staff meetings may be repurposed to address concerns specific to that school site during that academic year, within the following limitations:
 - To comply with site time and instructional minutes requirements, some high school

sites have adopted schedules which exceed contractual site time. To mitigate the impact of working longer than required site time, staff at affected schools shall be allowed to leave with the students on one (1) teacher discretionary day per month. This monthly early release teacher discretionary day may not be repurposed by the Principal.

- As further mitigation for daily schedules which exceed site time, high school staffs may leave school with the students on the six (6) days per year which are scheduled for students' final exams. As such, no mandatory meetings may be scheduled on student final exam days or on one (1) teacher discretionary day per month.

9.2.1.2 Parent Student Conferences

9.2.1.2. 6th-8th grade teachers at Holbrook Language Academy will follow the Elementary Parent Teacher Conference schedule. 6th-8th grade teachers at Holbrook may, but will not be required to, hold more than 33 Parent Teacher Conferences during the Conference time period.

9.2.1.3 I.E.P.

9.2.1.4 S.S.T.

9.2.1.5 Given unforeseen circumstances or emergency situations, the site principal may call a site meeting not to exceed sixty (60) minutes.

9.2.1.6 Supervision Duties

9.2.1.6.1 Beginning the 2020-21 school year, insofar as practical, supervision/duties at all elementary school sites shall be assigned equitably, so that members at one school site shall not be required to perform more supervision/duties assignments per week, than their colleagues assigned to other elementary school site(s). The standard for supervision/duties shall be no more than one hundred twenty (120) minutes total, in every two (2) week period, while school is in session, for bargaining unit members who spend a majority of the week at that site. The scheduling of these one hundred twenty (120) minutes of standard supervision/duties shall be at the discretion of the site administrator.

- 9.2.2 Such duties may not be assigned on Saturdays or Sundays or in the evening except as described in §9.3.
- 9.2.3 Effective January 1, 2020, unit members shall be paid at the Certificated Hourly Rate per §14.5.1, for the total time spent on a given workday for IEP and/or 504 meetings that extend more than seventy-five (75) minutes after the applicable required site time. (see §9.1.1)

9.3 Evening

- 9.3.1 Unit members may be assigned the following evening activities without additional compensation:
 - Back-to-School, once per year
 - Open House, once per year
- 9.3.2 Unit members with multisite assignments shall be required to attend no more than a total of two (2) of these events per year.
- 9.3.3 Evening assignments for College Night/Freshman orientation shall be compensated per §15.1.1.
- 9.3.4 Scheduling of such evening duties shall be done as far in advance as possible but under no circumstances with less than forty-eight (48) hours' notice.

9.4 Equalized Workload

- 9.4.1 The total workload of additional duties shall be equalized among all unit members at each site who spend a majority of the week at that site, insofar as practical.
- 9.4.2 Insofar as practical, at secondary sites the number of different classes/levels assigned to probationary teachers shall be limited to no more than three (3). Insofar as practical, the number of different classes shall be assigned equally among all secondary teachers within a given department to distribute the additional workload associated with preparing for multiple classes/levels.
- 9.4.3 6th-8th grade teachers at Holbrook Language Academy shall not be required to have any duties associated with any state mandated standardized test and/or District required test beyond duties all other 6th-8th grade teachers at District schools have. This includes, but is not limited to, no duties to serve as test program facilitator/coordinator and no duties to translate mandated standardized tests and/or District required tests.
- 9.4.4 Report card requirements for 6th-8th grade teachers at Holbrook Language Academy shall be the same as report card requirements for other 6th-8th grade teachers at District schools. This includes letter grades and comments from a drop-down menu.

9.4.5 6th-8th grade teachers at Holbrook Language Academy shall be provided with Board approved (or District piloted) curriculum materials and teaching materials that have been fully translated, and are appropriate for the grade, subject and program as determined by the District.

9.4.6 Holbrook Language Academy will follow Education Code 51223 in regards to the amount of PE time taught to students by its TK-8th grade teachers.

9.5 Faculty Meeting Agenda

9.5.1 An agenda for faculty meetings shall be provided to unit members at least one (1) day before each scheduled meeting. Unit members will be permitted to place items on the agenda of such a meeting.

9.6 Lunch Period

9.6.1 All unit members shall be entitled to a duty-free, uninterrupted lunch period of at least thirty (30) minutes. The thirty (30) minute duty-free lunch is included within the required site time.

9.7 Relief Periods

9.7.1 On regular school days (not modified or minimum) at that work site unit members in grades 1-3 shall be entitled to three (3) relief periods of at least ten (10) minutes each, per day, at least two (2) of which shall be duty free. Schools which do not have a slip schedule shall give two (2) such relief periods, one (1) of which shall be duty free. Upon a majority vote of the faculty and with consent of the principal, two (2) relief periods can be combined to create a longer relief.

9.7.2 For grades TK through 5 at elementary school sites, relief periods of at least ten (10) minutes shall be provided to assure that no unit member shall be required to work with children for more than two (2) hours consecutively.

9.7.3. For grades 6 through 8 at the Holbrook Language Academy, relief periods of at least ten (10) minutes or lunch shall be provided to assure that no unit member shall be required to work with children for more than two (2) hours consecutively.

9.8 Preparation Period

9.8.1 Unit members assigned to a middle school or a high school shall be entitled to a daily preparation period equivalent in length to a regular instruction period in that school unless the middle or high school has an approved block schedule in place pursuant to section 9.10. In the event that instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

- 9.8.1.1 Secondary Resource teachers shall have an additional daily period equal in length to a regular class period at their school site for testing / assessment / case-management / IEP purposes. At school sites on block schedules these additional periods shall be equivalent to ten (10) traditional schedule instructional periods over a two (2) week period.
- 9.8.1.2 Secondary SDC teachers who are assigned to a departmentalized model in mild to moderate program shall have an additional daily period equal in length to a regular class period at their school site for testing / assessment / case-management / IEP purposes. At school sites on block schedules these additional periods shall be equivalent to ten (10) traditional schedule instructional periods over a two (2) week period.
- 9.8.2 The principal shall, whenever possible, rotate the substituting on an equal basis among unit members during the school year within assigned periods of time if a substitute is unavailable because of emergencies as described in §19.2.14. Whenever a unit member is required by the site administrator to cover a class, the unit member shall be offered the following:
- 9.8.2.1 A teacher shall receive pay when they cover a class. For a regular secondary period, they shall be paid thirty-six (\$36.00) per period. For a secondary block schedule period, they shall be paid seventy-two (\$72.00) per block period. For an elementary teacher, they shall be paid thirty-six dollars (\$36.00). These increased rates shall become effective on January 1st of the 2016-2017 school year as a permanent change, unless and until the parties negotiate different language. Annually, these rates shall increase by the same percentage increase applied to the salary schedule, if any.
- 9.8.3 If at a TK-5 site, or at all grade levels at Holbrook Language Academy, a substitute is unavailable because of an emergency as described in §19.2.14 and the students in the uncovered class are distributed to other classrooms, the teachers shall be compensated with each affected teacher receiving an allocation of money as follows:
- \$108 dollars when all students are distributed to one (1) classroom for up to three (3) hours per day
 - \$216 when all students are distributed to one (1) classroom for more than three (3) hours per day
 - \$108 split evenly between two teachers when students are distributed to two (2) classrooms for up to three (3) hours per day

- \$216 split evenly between two (2) teachers when students are distributed to two (2) classrooms for more than three (3) hours per day
- \$50 per affected teacher if students are divided between more than two (2) classrooms for up to three (3) hours per day
- \$100 per affected teacher if students are divided between more than two (2) teachers for more than three (3) hours per day

9.8.3.1 In so far as practical, general education students shall not be distributed to SDC classrooms, and vice versa.

9.8.4 Secondary Library Media Teachers shall be entitled to a daily preparation period equivalent in length to a regular instructional period in the school in which they are employed unless the middle or high school has an approved block schedule in place pursuant to § 9.10.

9.8.5 General education elementary classroom teachers, including elementary 4th and 5th grade prep providers, shall be entitled to one hundred eighty (180) minutes of preparation time in every two (2) week period. One hundred twenty (120) minutes of these one hundred eighty (180) minutes shall be scheduled during the student instructional day. In the event that the instructional day and/or instructional week are shortened, efforts shall be made to equalize the impact of such shortening throughout all teacher preparation periods.

9.8.5.1 TK/K teachers working at a site with an instructional day of at least three hundred sixty (360) minutes shall receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time in every two-week period during their student instructional day. TK/K teachers working at a site with an instructional day less than three hundred sixty (360) minutes may receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of preparation time outside of their student instructional day; however, all 180 minutes of TK/K preparation time must be scheduled within required site time.

9.8.5.2 TK/K elementary preparation time for teachers on an all-day schedule of at least three hundred sixty (360) minutes shall be provided in blocks of time equivalent to other elementary classroom teachers who receive one hundred twenty (120) minutes of their one hundred eighty (180) minutes of prep in every two (2) week period within the student instructional day. TK/K teachers at sites with slip schedules may receive their 180 minutes of preparation time over every two (2) week period in blocks of no less than twenty-two (22) minutes, due to time constraints associated with slip schedules.

- 9.8.5.3 Effective with the start of the 2000-01 school year, fourth and fifth grade general education elementary classroom teachers shall be entitled to an additional one hundred twenty (120) minutes of preparation time in every two (2) week period. This additional preparation time is to be scheduled during the student instructional day. This preparation time is intended to assist teachers who do not have a 20:1 class. Therefore, 3/4 grade combination classes do not receive this additional preparation time.
- 9.8.5.4 Efforts shall be made by the District to ensure that elementary teachers receive the same number of preps over the course of successive school years as their colleagues at their site whose weekly or daily prep times were not reduced due to calendar-related impacts, insofar as practicable.
- 9.8.6 Bargaining unit members teaching 6th 7th and 8th grade at Holbrook Language Academy will have 150 minutes per week of prep time.
- 9.8.7 Special Day Class and Resource Specialist teachers located at general education elementary schools or special education centers shall be entitled to one hundred eighty (180) minutes of non-student time in every two (2) week period. The one hundred eighty (180) minutes of non-student time to be provided under §9.8.5 does not include those non-student minutes already set forth in §9.1.2.
- 9.8.8 District shall make an effort to find qualified substitutes for elementary preparation teachers. In the event that a substitute elementary preparation teacher is unavailable, elementary teachers who cover their own class during a scheduled prep period shall be paid per §9.8.2.1.

9.9 Travel Time

- 9.9.1. The District shall provide a work schedule which includes reasonable travel time during the unit members paid duty day for travel between work sites to any unit member who is assigned to more than one work site. Such travel time shall not reduce the preparation period or duty-free lunch time provided in this Agreement. Such travel time shall not reduce the reimbursement to which the unit member is entitled under Article 18 (Travel) of this Agreement.

9.10 "Block" or Alternative Scheduling

- 9.10.1 In order to enact "Block" or other alternative schedule modifications, the following procedures must be followed by May 1 during the year prior to implementation:
 - 9.10.1.1 One (1) week prior to the official vote at the site, the plan will be sent to MDEA and the appropriate Director

in School Support. The plan will be signed by the site principal and the site lead MDEA representative and will include dates when the affected staff members will vote. Signatures indicate that the plan being presented is accurate.

- 9.10.1.2 A secret ballot election will be conducted by the MDEA Internal Affairs Chairperson.
- 9.10.1.3 The ballot shall clearly indicate the impact on the terms and conditions of employment for the affected unit members. At least one (1) of the schedules on the ballot must be a compliant schedule.

A schedule shall be considered compliant if the following conditions are met:

- a. Site time, defined as the number of minutes between the teachers' start time and their end time, must not exceed the number of minutes defined as site time, by level, per section 9.1.1 as follows:

| | |
|-----------------|-------------|
| Elementary TK-5 | 415 minutes |
| Middle Schools | 420 minutes |
| High Schools | 435 minutes |

- b. Start time for unit members at all levels is fifteen (15) minutes before teacher responsibility for students begins
 - c. Unit members' end time at all levels is no less than fifteen (15) minutes after students are dismissed
 - d. A minimum of thirty (30) minutes of duty-free lunch time shall be included as part of the required site time, by level
 - e. Schedules shall include all required preparation time and break periods provided under the contract, by level
 - f. At sites where members elect to extend their lunch period beyond thirty (30) minutes, those additional minutes shall be added to the total site time, by level, extending the required teacher workday by that same number of minutes.
- 9.10.1.4 When any vote takes place on a schedule change, the fallback schedule will be designated on the ballot and must be compliant as described in §9.10.1.3 (a-f) above.

- 9.10.1.4.1 Any new schedule that is proposed or any current schedule that is non-compliant must receive an affirmative vote of two-thirds (2/3) of the members participating in the vote in order to be adopted or renewed, respectively. Votes may be structured as follows:
 - 9.10.1.4.1.1 A compliant fallback schedule vs. a proposed non-compliant schedule
 - 9.10.1.4.1.2 Two (2) compliant schedules, one (1) of which shall be designated as the fallback schedule on the ballot
- 9.10.1.4.2 A non-compliant schedule may not be the designated fallback schedule, except that the parties acknowledge that if fifteen (15) minutes before and fifteen (15) minutes after is added to the existing student instructional day at some high school sites, the site time would exceed four hundred thirty-five (435) minutes, constituting a non-compliant schedule, which may be a designated fallback schedule. In those cases, the schedule at those sites shall require less than fifteen (15) minutes after the end of the student instructional day so that site time is maintained for four hundred thirty-five (435) minutes.
- 9.10.1.4.3 Fallback schedules may be alternative or block schedules, provided they are compliant with site time as described in §9.10.1.3 (a-f) above.
- 9.10.1.4.4 Sites that wish to renew their current non-compliant schedule or propose a new schedule must create a compliant fallback schedule.
 - 9.10.1.4.4.1 To create a compliant fallback schedule, the site may adjust their existing schedule to meet the compliance requirements defined in §9.10.1.3 (a-f) above.
 - 9.10.1.4.4.2 If a site currently has a compliant schedule and develops a proposal for a different compliant schedule, the compliant schedule that is most similar to the current schedule will be the fallback schedule.

- 9.10.1.4.4.3 Sites which already have a schedule in place with a start time that is 30 minutes prior to regular classes beginning shall continue with the current schedule until the site proposes a vote on a new schedule. Future schedule votes will require a fallback schedule that is compliant with §9.10.1.3 (a-f) above.
- 9.10.1.5 Any change in preparation periods must be included in the compliant schedule requirements as outlined in §9.10.1.3 (a-f) above. Furthermore, preparation period modifications shall provide for an equivalent to ten (10) traditional schedule instructional periods over a two (2) week period. If instructional periods must be shortened during the day, effort shall be made to equalize the impact of such shortening throughout all teacher preparation periods.
- 9.10.1.6 It is further understood that any modifications to the student schedule must meet state requirements for instructional minutes, unless the school has acquired a waiver from the State Board of Education.
- 9.10.1.7 The parties strongly recommend that any school faculty which decides to engage in block scheduling or any other scheduling modifications participate in specific Staff Development activities to develop teaching strategies appropriate for the altered schedule.
- 9.10.1.8 All unit members affected by the scheduling change may vote.
- 9.10.1.9 A two-thirds (2/3) majority of votes cast must vote in the affirmative.
- 9.10.1.10 In order to be valid, a majority (50% +1) of the MDEA unit members must vote.
- 9.10.1.11 In the event the proposed new schedule, which may or may not be compliant with site time, does not receive the required two-thirds (2/3) majority vote, the compliant fallback schedule will become the site's schedule for the following school year.
- 9.10.1.12 All site schedules listed as "Authorized Non-Compliant" shall be renewed at least once every two (2) years by a two-thirds (2/3) majority vote of the staff

in a MDEA proctored election. MDEA and the MDUSD School Support Office shall jointly publish by January 31st the list of schools requiring a schedule vote.

9.10.1.12.1 If a renewal vote is conducted or does not meet the two-thirds (2/3) majority threshold in the vote, the fallback schedule will become the site's schedule for the next school year.

9.10.1.13 There will only be one (1) vote per year. That vote will take place on two (2) consecutive days and will be conducted in accordance with all sections of §9.10.1 above. Within two business days after the conclusion of the vote, the MDEA President or designee will notify the Superintendent or designee of the results of the vote.

9.10.1.13.1 An Assistant Superintendent or designee may be present when ballots for site schedule votes are counted.

9.10.1.14 All original agreements reached shall be in effect for one (1) school year only, and must be renewed at that time. Future renewals may be for two (2) years unless thirty percent (30%) of the unit members at the affected site petition the MDEA representatives by March 1 to conduct another election. If called for, the MDEA Internal Affairs Chairperson shall conduct an election by May 1. Copies of site plans shall be forwarded to MDEA and the appropriate Assistant Superintendent for the grade level affected.

9.11 TK/K Instructional Schedule Adjustment Process

9.11.1 Transitional Kindergarten and Kindergarten (TK/K) schedules reflecting the length of the student instructional day will be included in annual site schedule votes as a separate matter for vote by all classroom teachers at the site. However, TK/K schedules may also be adjusted after the start of the school year based on site and/or District needs as set forth below in sections 9.11.2, 9.11.3, 9.11.4, and 9.11.5.

9.11.2 There may be circumstances which lead to an adopted instructional schedule for a TK/K class at a given school site being modified after the start of the school year. The Parties acknowledge that when dramatic increases/decreases in enrollment, natural or human-made disasters, or other unforeseen/unanticipated events occur which significantly alter the assumptions under which a given TK/K instruction schedule was adopted, modifications of that TK/K instructional schedule may be contemplated by the Parties.

- 9.11.3 During the Class Size Balancing Period, per section 6.6, the Parties will meet and confer as to whether dramatic changes in enrollment assumptions warrant a change in TK/K instructional schedules at a given school site. If the parties agree that unanticipated enrollment increases warrant TK/K instructional schedule changes, the TK/K instructional schedule may be changed to an A.M./P.M. schedule only.
- 9.11.4 Should assumptions change outside of the Class Size Balancing Period, due to circumstances other than dramatic increases in enrollment, such as those listed in section 9.11.2, the District will notify the Association of the circumstances(s) which they believe warrant TK/K instructional schedule modifications(s). The parties will meet and confer as to whether a proposed TK/K instructional schedule modification is required, based on specific change(s) in assumptions the District presents and which they believe warrant TK/K instructional schedule modifications(s) at that school site.
- 9.11.5 In either of the two (2) scenarios stated above, if no agreement can be reached on whether a TK/K instructional schedule modification is warranted, any unilateral implementation of a TK/K instructional schedule change shall be subject to the Grievance Process, Article 3, up to and including binding arbitration.

9.12 Compliant Schedule Exceptions

- 9.12.1 Comprehensive High Schools with early out schedules may use “averaging” in calculating a compliant fallback schedule in the following manner:
- 9.12.1.1 The created fallback schedule will identify sixteen (16) early-release days (one (1) early-out day per month and six (6) final exam minimum days) on which unit members’ end time will be fifteen (15) minutes after students are dismissed. There will be no meetings or trainings scheduled on these days.
- 9.12.1.2 If necessary due to an unforeseen emergency causing a full student instructional day to be lost, an early-release day may be converted to a full school day.
- 9.12.2 Sites that wish to replace their “Authorized Non-Compliant” schedule with an alternative “Authorized Non-Compliant” schedule may elect to do so with a simple majority “straw vote” to determine which non-compliant schedule will be run against the compliant fallback schedule in the official vote. The new schedule will then need a two-thirds (2/3) majority in a MDEA proctored vote against a compliant fallback schedule in order to be adopted.

- 9.12.3 A “brunch” period shall not extend required site time at high school sites only. Middle schools which incorporate a brunch period shall add the same number of minutes to their required site time as the number of minutes in their brunch period schedule.

9.13 Site Schedule Vote Lists

- 9.13.1 A list shall be produced annually, moving forward, which indicates the required site time, by level, at all District school sites.
 - 9.13.1.1 This list shall include teacher start time, teacher end time, and length of teacher lunch.
 - 9.13.1.2 For sites that are "Authorized Non-Compliant" the list shall indicate the date of the authorizing vote.
 - 9.13.1.3 This list of required site times, by school site, shall be updated annually to reflect the results of any successful schedule modification votes that took place during the current school year.
 - 9.13.1.4 This list shall be made available to MDEA, upon request, through the appropriate Assistant Superintendent, by level no later than the last week of the school year prior to the year in which the schedules will be effective.

9.14 Duties

- 9.14.1 Unit members shall not be assigned to perform crossing guard or traffic control duties. Unit members may continue to be assigned before and after school supervision duties. Such supervision duties to be performed within site time. Alleged violations of this section shall be processed exclusively within the procedures set forth in section 10.2 (and all sub-sections) of this agreement, relating to safety.