# TENTATIVE AGREEMENT

**BETWEEN**

**THE MOORPARK EDUCATORS’ ASSOCIATION**

**AND**

**THE MOORPARK UNIFIED SCHOOL DISTRICT**

**The Moorpark Unified School District and the Moorpark Educactors’ Association continue to meet and negotiate in a collaborative manner. The Moorpark Unified School District formally submits to the Moorpark Educators Association this proposal for changes to the Master Agreement, Article III Working Hours and Calendars for the 2019 – 2020 bargaining school year.**

#  ARTICLE III

# WORKING HOURS AND CALENDARS

Section 1. Instruction Time and Planning Time

A. Instruction time shall be defined as the number of minutes per day ~~the teacher spends~~ teachers spend in direct instruction, exclusive of planning, recess, lunch, nutrition and, at departmentalized levels, passing periods. Instruction and planning time shall be as follows:

TK & K: 270 minutes of instruction time per day on Monday through Thursday ~~per day~~, with 220 minutes of instruction time on Friday. Also on Monday through Thursday, the District shall provide at least 40 minutes of aide time during afternoon student recess/nap time so that TK and K-teachers may prepare, plan, and coordinate with other teachers. There shall be 2 hours and 15 minutes of planning on Friday. ~~For the 2015-2016 school-year, the parties shall agree to a side letter of agreement that provides time each week for teachers to participate in PLCs.~~

Grades 1-3: 300 minutes of instruction time per day Monday through Thursday, with a ~~minimum of~~ at least 220 minutes of instruction time on Fridays. There shall be 2 hours and 15 minutes for planning on Friday~~. For the 2015-2016 school-year, the parties shall agree to a side letter agreement that provides time each week for teachers to participate in PLCs.~~

Grades 4-5: 325 minutes of instruction time per day Monday through Thursday, with a ~~minimum of~~ at least 220 minutes on Friday. There shall be 2 hours and 15 minutes for planning on Friday. ~~For the 2015-2016 school-year, the parties shall agree to a side letter of agreement that provides time each week for teachers to participate in PLCs.~~

Grades 6-8: For the two comprehensive middle schools, at least 260 minutes of instruction time per day Monday through Friday, with one (1) additional period of at least fifty (50) minutes ~~period~~ for planning or, alternatively, to accommodate testing schedules for state and District mandated assessments, an equivalent time allotment for both instruction and planning. At the two comprehensive middle schools (CMS and MVMS) the side letters of agreement which provide for weekly collaborative meetings/PLCs shall remain effective until the parties mutually agree to alter them. ~~for the 2015-2016 school-year~~. At the two comprehensive middle schools, the school day may begin at 7:50 a.m.

At Campus Canyon (a K-8 school), the parties shall develop a side letter of agreement that provides for collaborative meetings/PLCs and addresses the alternative daily schedule for Grades 6-8 at that school. At Campus Canyon, the school day for grades 6-8 may begin at 8:15 a.m.

Grades 9-12: ~~The parties acknowledge that the implementation of collaborative meetings at Moorpark High School was made possible by using a specific site-based decision making process.~~ At the comprehensive Moorpark High School, 293 minutes of instruction time per day Monday through Friday, exclusive of Wednesday, with one (1) additional period for planning of at least fifty-eight (58) minutes or alternatively, to accommodate testing schedules of state and District mandated assessments, an equivalent time allotment for both instruction and planning. 231 minutes of instruction time on Wednesdays, with one additional collaborative meeting of a least fifty-five (55) minutes, and ~~with~~ one (1) additional period for planning of at least forty-seven (47) minutes or, alternatively, to accommodate testing schedules for state and District mandated assessments, an equivalent time allotment for both instruction and planning.

Wednesday mornings shall be used for the collaborative meetings. These collaborative meetings are in lieu of any faculty meeting required outside of the regular workday. Each month, two (2) of the collaborative Wednesdays shall be designated as the regular faculty and academic department meetings. A third collaborative Wednesday of the month shall be scheduled as a PLC meeting (for planning within grade levels, course specific groups and data teams). On the fourth collaborative Wednesday of the month, teachers shall attend the collaborative activity of their choice, which may include, but not be limited to, subject area meetings, data team meetings, cross-curricular meetings, AVID, academies, subgroup meetings, IEP’s, tech training and any other approved activities. In the event that a month does not have four (4) Wednesdays, the collaborative meeting allowing for teacher choice shall not be scheduled. In the event that any month has five (5) Wednesdays, teachers shall not be required to attend a fifth collaborative meeting but may elect to use this time for planning on their own. Prior to the beginning of the school-year, the principal and the site leadership team shall produce a year-long master calendar specifying the type of meeting to be conducted on each Wednesday.

The parties recognize that teacher attendance at collaborative/PLC meetings is integral to the success and intent of the meetings. The parties acknowledge that these collaborative meetings and this language are a product of *site based decision making* and that any changes to these provisions, including the specified day of the collaborative meeting, may be affected through the same process and standards used to implement the language.

At Moorpark High School, the school day may begin at 7:00 a.m.

This Language supersedes the language contained in Article III, Section 3 Faculty Meetings, paragraph A.

Grades 9 – 12: At the High School at Moorpark College, the school day for grades 9 Through 12 may begin at 8:00 a.m.

B. When a teacher in a departmentalized grade level substitutes for another ~~unit member~~ teacher during his/her planning period, he/she shall be compensated at the rate of one-sixth (1/6) of the daily rate at Class II, Step 1 of the certificated salary schedule. A ~~unit member~~ teacher may be assigned to substitute no more than two (2) times in a month, but may voluntarily accept more than two such assignments during a month.

C. A ~~unit member~~ teacher may voluntarily substitute for another unit member without compensation any number of times. The prior consent of the site administrator is required for each voluntary substitution.

D. A teacher in a departmentalized grade level may volunteer to teach during his/her planning period, and the teacher shall be compensated one-fifth (1/5) of his/her daily rate as calculated on the regular certificated salary schedule for each extra period the teachers is listed as the teacher of record. This voluntary extra assignment still requires the teacher to perform planning period work. The teachers shall be selected on a rotating basis from appropriately credentialed teachers who are available. The rotation shall be determined on a school-year basis, unless the course is a semester or trimester long course.

## Section 2. Site Time

A. Site time shall be defined as the number of hours per day ~~the teacher is~~ teachers are expected to be on site, including instruction time and planning, recess, lunch, nutrition and, at departmentalized levels, passing periods. Site time shall not typically exceed seven (7) hours per day.

B. Teachers shall be free to leave at the dismissal time of their students:

* On days when the teacher returns after regular hours for a District program; or to hold parent conferences as set forth in Section 5.B.
* On not more than four (4) additional days each year during the term of this Agreement for attendance at Association general meetings (such meetings shall not be scheduled on minimum days and will be held on District property).
* On days before legal holidays, and winter and spring recesses.

C. On days when employees are scheduled to work but the pupils are not scheduled to be present, the workday shall be seven (7) hours.

D. Elementary Grades Recess: In grades one through three, there shall be at least 25 minutes per day of recess time during the school day schedule Monday through Thursday, or an equivalent time allotment per week. On Friday, in grades one through three, recess shall be 15 minutes. In grades four and five, there shall be at least 15 minutes of recess time during the school day schedule or an equivalent time allotment per week. The District will provide non-teaching personnel for the purpose of supervising fifteen (15) minutes of the daily recess requirement in grades one through five.

E. School Schedule Changes. At each school site, the principal and faculty may make changes in the school day schedule to accommodate such things as: test administration, assemblies, or program schedules. Such site level discretion does not include the changing of starting and ending times of the school day. Any changes in the school day schedule shall be in accord with the parameters of this agreement unless a Side Letter of Agreement is in place. Any substantive change (in terms of cost or impact) in the work day schedule shall be subject to District approval.

F. The District and the Association recognize that bargaining unit members are responsible for scheduling parent conferences and other student-related meetings, including IEP, 504, and other meetings with parents which are additional services for English learners, students who are socioeconomically disadvantaged, and those who are foster youth. ~~and that such conferences and meetings whenever possible shall be scheduled within the regular site time.~~ Bargaining unit members shall be available for parent-teacher conferences and meeting with students to support academic achievement, personal, social, and academic development. These meetings may extend beyond the regular work day; however, the duration of the meetings should not exceed 30 minutes. The intent of this provision is to allow for occasional before or after-hours student support in order to meet the needs of all students. Every effort will be made to limit the frequency and duration of these meetings. Such conferences and meetings whenever possible shall be scheduled within the regular site time.

## Section 3. ~~Faculty Meetings~~ Staff and Collaboration Meetings

A. School sites may schedule faculty meetings not to exceed two (2) per month scheduled to begin within ten (10) minutes following students’ dismissal, if held after school. School site unit members shall attend all scheduled staff meetings.

B. The Principal shall provide bargaining unit members an agenda ~~not later than one (1) working day~~ prior to the meetings. Any informational items will be reduced to print insofar as possible. Meetings shall be scheduled to last no longer than one (1) hour. No faculty meeting shall be scheduled on any day immediately preceding a vacation or holiday.

C. ~~A make-up meeting may be scheduled when teachers are assigned duties by the District during the faculty meeting times~~. In the rare event that a unit member is unable to attend a staff or collaboration meeting, unit members shall be responsible for all information presented at staff and collaboration meetings.

D. In addition to the above, ~~a~~ unit members are encouraged to request a meeting with his or her immediate supervisor to discuss any work-related problems in an effort to clarify the issue and work cooperatively towards settlement.

## Section 4. Lunch Period

1. Unit members shall be entitled to a duty-free uninterrupted forty (40) minute lunch period.

B. The lunch period shall not be less than forty (40) minutes at grades TK-12. For grades TK-5, in the event of an emergency or severe inclement weather, the lunch period may be temporarily reduced after all other options have been exhausted. In the event of the aforementioned emergency or severe inclement weather, there shall be at least a thirty (30) minute lunch period.

## Section 5. Duties and Approved Activities

A. The District shall attempt to minimize bus and yard duty for classroom teachers. There shall be equitable distribution of such duties and other personnel shall be used to decrease teacher coverage as much as possible. If requested, the Superintendent shall meet with the Association once per semester to discuss any problems in this area.

B. Teachers shall participate in ~~two programs for parents per school year~~ Back-to-School Night and one additional program for parents per school year. Also, during parent conference weeks, one (1) evening ~~will~~ may be set aside for parent conferences and unit members will participate if needed.

C. Teachers in grades TK-5 shall not have bus duty on Friday afternoon.

## Section 6. Work Calendars

A. The District and the MEA agree that a work calendar for each subsequent school year shall be mutually developed by June 1, of each calendar year through a meet and confer process.

B. The number of scheduled workdays for ~~all~~ unit members shall be one hundred eighty-five (185) per school-year, unless otherwise agreed upon. Students shall be scheduled to be present for one hundred eighty (180) of the scheduled workdays, with the remaining five (5) workdays scheduled as full inservice days each school-year during the term of this Agreement. Two (2) of the inservice days shall be scheduled at the beginning of the school-year. On the two (2) scheduled inservice days at the beginning of the school-year individual teachers may choose to spend one and one-half (1-1/2) of the days for classroom preparation and legally mandated trainings. The remaining three (3) inservice days shall be scheduled as full staff development days with input from the Association as to placement on the school-year calendar. On inservice days, the amount of time allotted for lunch shall not be less than one (1) hour.

MUSD recognizes the extra time needed by special education staff to prepare for caseload management for their students for the new school year and communicate their needs to other staff members in order to ensure a successful year for students. Beginning with the 2019 – 2020 school year, an additional one (1) paid day shall be added to the school year calendar and salary schedule for Special Education staff to be taken the day prior to the first paid day of the school year for all other certificated unit members. Personnel who qualify for the additional paid day include RSP teachers, Special Day Class teachers, Full Inclusion Specialists, and Speech/Language Pathologists. Special Education unit members shall use this additional paid day to prepare and plan for their caseloads for the school year.

C. District nurses may be assigned by the Superintendent to work up to one hundred ninety two (192) days per school year. The additional days of work will be paid at the unit member’s daily rate which is based upon the unit member’s placement on the certificated salary schedule.

D. Minimum days may be scheduled by the District as follows:

* In Grades TK-5, up to forty-two (42) days, inclusive of Fridays,
* In Grades 6-8, up to eight (8),
* In Grades 9-12, up to seven (7), with at least four (4) days used for exams.

E. Full day staff development programs may be scheduled at the discretion of the District. Students will not be present and site time shall be as provided in Section 2.A.

F. The District, after consultation with the Association, may schedule up to an additional two (2) hours of inservice training per quarter of a school-year beyond the regular site time. Unit members who are required to participate in such inservice shall receive extra pay at the hourly inservice rate established in Article XV, Salary Schedules.

## Section 7. Early Release of a Unit Member

A principal may release a unit member before the end of the required amount of site time, but after all responsibilities directly related to students, for the purpose of personal emergencies and medical appointments. Such release shall not be considered a leave of absence and there shall be no loss of pay.

For the DISTRICT\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For the MEA\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_