

## ARTICLE XI - WORKDAY AND RELATED MATTERS

### Section 1. Joint Leadership Committee

Each school will have a Joint Leadership Committee **quarterly**. This committee will include a school administrator, ~~instructional personnel (both loadbearing and non-loadbearing)~~, **department heads/team leaders**, non-instructional staff member(s), **an instructional representative from the workplace safety committee**, and an LCEA representative or designee. If committee meetings take place during contract hours, a coverage plan will be adopted if necessary. **There will be an agenda for all committee meetings. Minutes shall be taken and made available to all staff members.** ~~The LCEA representative~~ **All instructional staff in the bargaining unit** will be compensated at their hourly rate of pay for committee meetings attended outside of teacher contract time. The duties of the Joint Leadership Committee are:

#### A. Extra Student Supervision

When the building administrator determines teachers are needed to perform extra-student supervision and to participate in other school-related activities for which no supplement is paid during and beyond the normal teacher workday and teachers are assigned to such duties by the building administrator in order to implement the total school program, the committee will formulate a plan for such duties. This plan will include equitable rotation procedures in determining the assignments of such duties. A schedule with routine extra student supervision duties will be given to teachers within the first two (2) weeks of school. The scheduled duties will last no longer than is equitable based on the requirements of the school.

#### B. Emergency Procedures

Emergency communication procedures will be established for each school. Both parties acknowledge the responsibility of the building administrator to exercise the authority to reassign temporarily any teacher's duties to meet any emergency situation. For the purpose of this section, an emergency will mean something unexpected, unavoidable, or unplanned and temporarily will mean no longer than

TENTATIVE AGREEMENT JUNE 29, 2022

|   |   |
|---|---|
| Kathy Smith, President<br>Lake County Education Association | H. Chad Farnsworth, Chief Negotiator<br>Lake County Schools |
|   |   |

one (1) day.

Teachers will be expected, in the performance of their duty, to do what any prudent person would be expected to do under similar circumstances except that no teacher will be required to perform any act which may reasonably be considered to endanger the health, safety, or well-being of the teacher.

The Joint Leadership Committee will develop **plans for student coverage in the event of an emergency situation.** ~~plans to deal with emergency situations.~~ Such plans will use faculty-developed equitable rotation procedures involving the use of all staff with teaching certification, striving not to over-utilize the same teachers. If emergency coverage of another classroom results in a third planning period in a week being used, the teacher will be for a planning period outside of established work hours.

C. Start/End times

The time for reporting for duty and the responsibility for scheduling starting and ending times are delegated to the respective principals, following consideration of input from the committee, but such matters must be submitted to the Superintendent for approval.

D. Planning Period

The Joint Leadership Committee will make recommendations to ensure equitable, maximum instructional time, and planning period for every teacher-, **including alternate schedules for early dismissal Wednesdays, assemblies, and testing cycles.** It is further understood that the principal will have final authority in determining the staff's schedule of instructional time and planning period. ~~However,~~ **▲** a principal will have the right to require a teacher(s) to engage in other activities (such as testing programs) as necessary under appropriate circumstances while continuing to provide planning time.

**Section 2. Workday.**

TENTATIVE AGREEMENT JUNE 29, 2022

|   |   |
|---|---|
| Kathy Smith, President<br>Lake County Education Association | H. Chad Farnsworth, Chief Negotiator<br>Lake County Schools |
|   |   |

- A. Teachers are compensated on a salary basis for all hours worked. The normal teacher workday will be seven (7) hours and thirty (30) minutes. However, there are certain activities which are part of the total program of the school district, and such activities will be carried out in accordance with the following guidelines:
1. A teacher may be required to work a maximum of thirty (30) minutes before or after the normal workday for meetings, such as, but not limited to, parent/guardian meetings; and IEP meetings. A teacher who is required by a principal to attend meetings that extend beyond the normal workday; will be entitled to be released at pupil dismissal time on a subsequent day within five (5) workdays of the meeting, the exact date to be determined by mutual agreement between the teacher and the principal. Release time ~~may~~ **will** be scheduled at an alternate time subject to principal approval. Upon the fifth-time within the current school year that a teacher is required to attend such a meeting, they will be entitled to submit their time for verification and receive special compensation at their normal hourly rate of pay. Meetings with the faculty to share information concerning emergency or extraordinary situations are excluded from this portion of the agreement.
  2. A teacher may be required to participate in no more than three (3) evening; or weekend activities during the school year. Two-week advance notice will be given to the teacher(s) and special consideration will be given to individual cases where personal hardship would be involved. A teacher who is required by a principal to attend such a function will be entitled to equal release time during the teacher workday, such as early release Wednesdays, teacher workdays or other times approved by the school principal. Teachers will not be required to attend evening or weekend activities that are primarily designed as fundraising events.
- B. The above time limit restrictions on the teacher workday will not be applicable to ~~those~~ teachers who receive supplements for additional activities.

**Section 3. Planning Period.**

The Lake County School Board and the Lake County Education Association commit to

TENTATIVE AGREEMENT JUNE 29, 2022

|   |   |
|---|---|
| Kathy Smith, President<br>Lake County Education Association | H. Chad Farnsworth, Chief Negotiator<br>Lake County Schools |
|   |   |

protect the individual teacher planning period. The objective is to serve student needs while meeting all state and federal requirements. The individual teacher planning period is defined as the period during the workday when teachers can plan for their own classes and students and is teacher directed.

All classroom teachers will be provided a planning period *each day* of the student school year. The planning period will be no less than forty-five (45) minutes on non-early release days for a total of at least 135 hours of planning time, annually. Time before school or during student passing are not included in this total. Any school wide deviation from this requirement, that provides less than forty-five (45) minutes, will require a majority result from an anonymous vote of all instructional staff. Any deviation from this requirement that only impacts a particular team or department of teachers will require a majority result from an anonymous vote of those teachers directly impacted.

Collaborative planning, other group meetings and provision of sub coverage may be scheduled as follows:

- A. One planning period per week may be scheduled with a required meeting, or emergency sub coverage following the guidelines outlined in Section 1D (Joint Leadership Committee).
- B. If a second planning period is required in a week, teachers will be given an equivalent amount of time for individual planning on early release Wednesday.
- C. If a third planning period in a week is required, teachers must be paid for a planning period outside of established work hours. If or when necessary, teachers will work with the payroll designee at the school to report and submit the necessary form for special compensation.

IEP, parent conferences, MTSS, 504 etc. are exempt and teachers are expected to attend.

This ensures that teachers will have the equivalent of four individual planning periods per week, during a five-day school week, without school required group meetings such as collaborative planning, and professional development (this includes scheduled and

TENTATIVE AGREEMENT JUNE 29, 2022

|   |   |
|---|---|
| Kathy Smith, President<br>Lake County Education Association | H. Chad Farnsworth, Chief Negotiator<br>Lake County Schools |
|   |   |

required meetings by literacy coaches etc.) or the obligation to provide emergency sub coverage for other teacher’s classes unless otherwise compensated with release time or compensation. Teachers may choose to meet as a group more often.

During state/district testing, an exception to these guidelines will be made to provide teacher proctors during planning periods without additional compensation.

Schools under state monitored differentiated accountability (DA) must have flexibility to meet their requirements. Teachers may be required to participate in additional collaborative planning or professional development during planning periods but will be compensated for planning outside of the workday.

**Section 4. School Schedules.**

All schools will have the option of utilizing non-traditional class scheduling involving variations in length of class periods. Full-time middle school teachers will be assigned no more than five (5) instructional periods. Full-time high school teachers will be assigned no more than six (6) instructional periods.

~~Middle schools and high schools~~ Schools will have times for intervention and acceleration in the school schedule which is not considered an additional instructional period. ~~This time will only include students from a teacher’s assigned roster for core curriculum courses unless otherwise requested by content area or grade level team.~~ All instructional staff for non-core curriculum courses **or non-load bearing** will be incorporated into the school’s plan for intervention and acceleration with an equal responsibility to support students. No additional lesson planning or grading will be required for this period of time. **The intervention and acceleration time is to assist and support students in mastery of grade-level standards.**

**Section 5. Duty Free Lunch.**

Every teacher will be assured a duty free time for lunch; of no less than thirty (30) minutes. Elementary school teachers may be expected to assist in assuring that their students are properly in the lunch line before taking their lunch break. This will not be

|   |   |
|---|---|
| Kathy Smith, President<br>Lake County Education Association | H. Chad Farnsworth, Chief Negotiator<br>Lake County Schools |
|   |   |

interpreted as requiring that a teacher eat lunch with his students unless he desires to do so. On days ~~on~~ which students are not present, the duty-free lunch period will be one (1) hour and will be included in the normal teacher workday.

**Section 6. Early Dismissal.**

Teachers will be dismissed promptly after regular pupil dismissal time, excluding Early Release Wednesdays, on days immediately preceding a holiday, with the exception of teachers who are performing a student supervisory responsibility.

**Section 7. Student Early Release**

Early release is scheduled every Wednesday during the student school year. The purpose of the early release Wednesdays is for faculty meetings, ~~professional learning communities (PLC)~~, professional development, collaborative planning or any other administrative meetings.

Early release days will be provided at the end of each semester for the purpose of assisting teachers in administering and grading student examinations at the middle and high school level and/or providing planning time for teachers at all levels.

These early release hours may be used as make-up hours for emergency school closures.

**Section 8. Leaving During Work Hours**

A teacher will not leave his place of work during working hours without permission of the building principal or his designated representative.

|   |   |
|---|---|
| Kathy Smith, President<br>Lake County Education Association | H. Chad Farnsworth, Chief Negotiator<br>Lake County Schools |
|   |   |