

**TENTATIVE AGREEMENT BETWEEN THE
SIERRA SANDS UNIFIED SCHOOL DISTRICT AND THE
DESERT AREA TEACHERS ASSOCIATION**

May 23, 2018

Except as agreed herein, all language currently contained in the collective bargaining agreement between the Sierra Sands Unified School District ("District") and the Desert Area Teachers Association ("DATA") is intended to remain in full force and effect.

ARTICLE VI

WORK HOURS

A. A unit member shall be on duty according to the table included within this article. Teachers are expected to fulfill professional obligations such as parent conferences, faculty meetings, and adjunct duties. A parent conference requested or initiated by -an administrator will be held, based on teacher availability, within 48 hours of the request. The teacher will be informed of the purpose of the meeting. Unit member participation on District committees shall be on a voluntary basis.

B. Each principal shall provide certificated employees with at least twenty-four (24) hours' notice of any scheduled change from the adopted school calendar, such as shortened or minimum day, unless the principal determines that an emergency exists which requires such a change.

C. Each principal shall assign teaching and other duties within reason to certificated personnel at the school site. Duties shall be assigned on a shared and equitable basis except for those voluntarily assumed. Administrators and bargaining unit personnel at a site may institute at their discretion a grid program for equitable assignment of adjunct duties. For Saturday events, the District shall first seek certificated volunteers or other volunteers for

supervision. If insufficient volunteers are identified, then unit members shall be assigned on an equitable basis. Bargaining unit members required to serve adjunct duties during the winter recess or spring recess shall be compensated at the substitute daily rate (on a per hour basis).

1. Each site principal shall distribute an adjunct duty list. The list will describe each adjunct duty and estimate the number of hours required for the performance of that duty. Within one week of receiving the list, each unit member will request adjunct duties adding up to no more than 14-17 hours, not to exceed 18 hours and will forward this "wish list" to the school site principal. Unit members may agree to volunteer for adjunct duties beyond the maximum amount required.

D. The purpose of mandatory staff meetings, including administrator-led faculty meetings, department meetings and site-based grade level meetings, is to discuss matters necessary to the best operation of the school. Meetings must allow significant time for meaningful input by all concerned. Such meetings should not exceed a total of two (2) hours per month. If meetings are held on a weekly basis, the meetings will have a goal of not more than one (1) hour in length. Each principal shall ensure that faculty meetings held at the school do not interfere with the normal class schedule and that employees will be notified of such meetings at least twenty-four (24) hours in advance.

1. The principal who calls any such meeting shall post an agenda for the meeting at least one (1) day before such meeting is held.

2. Unit members will be given the opportunity to have items placed on the agenda of faculty meetings.

3. The principal may call a faculty meeting without notice at any time on an

emergency item(s).

4. Holidays shall officially commence fifteen (15) minutes after dismissal on ~~the regular instructional day on the day~~ any District-wide early release day preceding the holiday.

E. Each unit member shall have a duty-free lunch period of at least forty-five (45) consecutive minutes, except when extenuating circumstances require otherwise and for as long as the student lunch period except during inclement weather. A lunch hour of no less than thirty (30) minutes is allowable at sites where staff and administrator mutually agree with simple majority by secret ballot.

1. The principal and staff at each school site shall work together to design a schedule which attempts to provide reasonable relief breaks to teachers, such as ten (10) minutes after being on duty continuously for two and one-half (2½) hours.

F. Secondary Preps, Preparation Time, and Extended Day

1. Unit members teaching in grades 6-12 shall have the equivalent of five (5) unassigned periods per week which shall be utilized for preparation.

2. Unit members in grades 6-12 shall have no more than three (3) course preparations without their approval unless such limitations would prevent the offering of Board required courses.

a. Teachers may be asked to give up their preparation time in order to teach one additional class resulting in an extended day.

b. An extended day is a voluntary assignment.

~~4.~~ 3. CTE/Vocational teachers shall receive compensation in recognition of preparation time as follows, based on their regular assignment:

- a. Full-time (six [6] hours/day) = an additional one (1) hour (total seven (7) hours daily pay)
- b. Part-time (at least one-half [$\frac{1}{2}$] time = three (3) hours/day) = pro rata up to an additional one (1) hour (e.g., one-half ($\frac{1}{2}$) time would receive an additional one-half ($\frac{1}{2}$) hour of pay for preparation per day)

G. In the event that the District provides for elementary preparation time, the District prefers that elementary preparation time be provided by specialists.

H. Minimum days shall be provided at the elementary level as follows: Five (5) days at the end of first trimester for parent conferences, four (4) days at the end of the second trimester for parent conferences, and the last four (4) days of the school year.

I. Student teachers, volunteer aides, or paraprofessionals shall only be assigned to supervising teachers with the receiving teacher's consent.

J. Period substitutions may be offered assigned during a teacher's preparation period. Teachers who accept those assignments may select either compensatory time off or pay at the substitute hourly rate. Those who choose the time off shall earn a credit of one hour for each period of substitution.

1. When five hours of credit are accumulated, the teacher shall be awarded a day off work without loss of pay on three days' advance notice. Days off pursuant to this paragraph shall not be granted if the day off would impact the operations of the school, SBAC testing, or final examination days.

2. Days off pursuant to this provision shall not be used to extend any holiday period.

3. An employee who completes the work year with hours of credit shall be compensated at the substitute rate.

4. Compensatory time must be used with a minimum two hour block.

K. Unit members who are required to travel in fulfilling their assigned duties shall commence their workday at their first assigned work station and conclude their day at their last work station. The daily schedule of these employees shall be arranged to provide time to travel within the legal speed limits to all work stations assigned in their work day.

L. Unit members shall provide one hundred eighty (180) days of student instruction each school year. They shall also provide two (2) additional work days prior to the day students return for classes. Any unit member who chooses and notifies the Assistant Superintendent of HR and the site principal in writing prior to August 1 may serve one (1) day prior to the students' return and one (1) day after the last day of scheduled classes.

M. After negotiating, the Board shall adopt an annual calendar.

N. Kindergarten/TK room and schedule assignments shall be made on the basis of seniority, unless mutually agreed upon otherwise by the principal and kindergarten/TK teachers.

1. Kindergarten/ TK classes will be offered as Full Day Classes. Half Day classes may be provided at the discretion of the district.

2. Each Full Day Kindergarten/TK teacher will be provided an aggregate of sixty (60) minutes of assistance and/or relief per day in addition to the forty-five (45) minute duty-free lunch period. The 60 minutes need not be consecutive, but shall be provided in at least 15-minute increments, unless mutually agreed upon by both parties. The specifics will be

determined through collaborative exploration of the options by the Full Day Kindergarten/TK teachers and the principal at each school site.

3. Each kindergarten or TK teacher shall meet with his or her principal to discuss the daily schedule for his or her kindergarten or TK class the teacher will be teaching. The discussion shall address whether the teacher prefers assistance or relief time, and when that assistance or relief time will be provided during the school day. If the teacher and principal are unable to agree upon the daily schedule, the principal will determine whether the teacher will receive assistance or relief time and when that assistance or relief time will be provided during the school day giving consideration to the teacher's request. In any event, the teacher and principal shall participate in the discussion in good faith seeking to accommodate the reasonable requests of the other party to the greatest extent practicable.

O. Unit members may be assigned to "light duty" due to an industrial accident or other debilitating circumstance. These individuals will be assigned equitably to each site to provide assistance at the direction of the principal.

P. Attendance at workshops or in-services scheduled outside the work day/work year shall be voluntary or compensated at the substitute daily rate (on a per hour basis).

Q. Teachers may keep their keys over the summer. It is understood that the summer period is important for maintenance issues, and maintenance shall take priority over the teacher's desire for access. Teachers will check with the school's office to ascertain any conflicting maintenance schedules.

R. There is a three (3) year limit on ~~non-site based~~ out-of-classroom teacher assignments. Year one (1) of implementation commences the 2016-2017 school year. At the

conclusion of the three year term, the ~~non-site-based~~ out-of-classroom position(s) will be reopened and any qualified unit member may apply.

Collaboration Model

Monday, Tuesday, Thursday, and Friday Schedule

	Arrival Time	Leave Time	Duty-Free Lunch	Instructional Day
Burroughs *Exceptions for period 1, which begins at 6:22 a.m.	7:20 a.m.	2:50 p.m.	45 minutes	6 hours 45 minutes Teacher prep time is embedded into the day.
Faller	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Gateway	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Inyokern	8:00 a.m.	2:45 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Las Flores	7:45 a.m.	2:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Monroe	7:10 a.m.	2:35 p.m.	45 minutes	6 hours and 40 minutes Teacher prep time is embedded into the day.
Murray	7:10 a.m.	2:35 p.m.	45 minutes	6 hours and 40 minutes Teacher prep time is embedded into the day.
Pierce	8:45 a.m.	3:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.
Rand	8:15 a.m.	2:45 p.m.	45 minutes	5 hours and 45 minutes Teacher prep time is not embedded into the day.
Richmond	8:45 a.m.	3:30 p.m.	45 minutes	6 hours and no minutes Teacher prep time is not embedded into the day.

Mesquite	7:10 a.m.	1:00 p.m.	45 minutes	5 hours and 5 minutes Teacher prep time is not embedded into the day.
Non-site based District Project Teachers	7:30 a.m.	3:00 p.m.	45 minutes	6 hours and 45 minutes

Wednesday Collaboration Work Schedules are as follows:


	Arrival Time	Leave Time	Duty-Free Lunch	Instructional Day
Burroughs Exceptions for period 1, which does not meet	7:00 a.m.	2:50 p.m.	45 minutes	7 hours and 5 minutes
Faller	7:30 a.m.	2:30 p.m.	45 minutes	6 hours and 15 minutes
Gateway	7:30 a.m.	2:30 p.m.	45 minutes	6 hours and 15 minutes
Inyokern	7:45 a.m.	2:45 p.m.	45 minutes	6 hours and 15 minutes
Las Flores	7:30 a.m.	2:30 p.m.	45 minutes	6 hours and 15 minutes
Monroe	7:00 a.m. Collaboration will be shorter	2:35 p.m.	45 minutes	6 hours and 50 minutes
Murray	7:00 a.m. Collaboration will be shorter	2:35 p.m.	45 minutes	6 hours and 50 minutes
Pierce	8:30 a.m.	3:30 p.m.	45 minutes	6 hours and 15 minutes
Rand	8:15 a.m.	2:45 p.m.	45 minutes	5 hours and 45 minutes

Richmond	8:30 a.m.	3:30 p.m.	45 minutes	6 hours and 15 minutes
Mesquite	7:10 a.m.	1:00 p.m.	45 minutes	5 hours and 5 minutes
Non-site based District Project Teachers	Flex, per supervisor approval.	Flex, per supervisor approval.	45 minutes	6 hours and 45 minutes

Instruction on collaboration day begins 30 minutes after the regular start of instruction.

Collaboration time shall be defined as time when teachers regularly meet to work in groups to improve student learning. Administration and bargaining unit members will mutually develop an agenda within the collaboration model. Collaboration shall be used to enhance effectiveness of instructional practices by focusing on student progress; to engage in dialogue relating to curriculum and instructional standards; to articulate and implement pacing plans; to use results of assessment to guide instruction; to determine student progress towards common assessments; to establish interventions; to share knowledge of subject matter content and best teaching strategies; and to apply materials, resources, and technologies to make subject matter accessible to students. Once per month the agenda for collaboration time may be used for administrative led staff development. Otherwise, Collaboration time will not be used for regular staff meetings, District meetings, or individual teacher classroom preparation time.

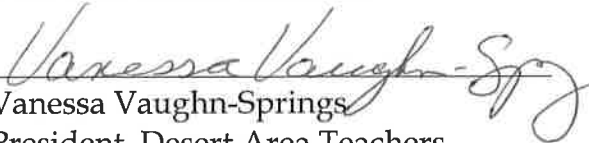
FOR THE DISTRICT



Dave Ostash
Assistant Superintendent, Human
Resources
Sierra Sands Unified School District

Date: 6/6/18

FOR THE ASSOCIATION



Vanessa Vaughn-Springs
President, Desert Area Teachers
Association (DATA)

Date: 6/8/18



Carolyn Hiatt
Negotiations Chairperson, Desert Area
Teachers Association (DATA)

Date: 6/6/18