

Teacher Work Year, Teaching Hours and Teaching Schedule

A. School Calendar Year

- 1) The school calendar year will commence July 1 and terminate June 30 for the purposes of clarification of contracts, granting of increments and payment of extended contracts.
- 2) A regular contract for non-probationary teachers will be one hundred eighty-five (185) days. A regular contract for probationary teachers in their first year of employment in the district will be one hundred eighty-eight (188) days. A regular contract for probationary teachers in their second year of employment in the district will be one hundred eighty-seven (187) days. A regular contract for probationary teachers in their third year of employment in the district will be one hundred eighty-six (186) days. These additional contract days for probationary teachers shall be scheduled as pupil non-contact days. A teacher may, however, with Board approval, contract for more days than the regular contract.
- 3) For regular contracts, workdays for bargaining unit members will be scheduled as follows:
 - a. Teachers on a single-track (e.g. traditional and transitional) calendar shall have:
 - i. No more than one hundred seventy-four (174) days scheduled as pupil contact days, and
 - ii. eleven (11) days scheduled as pupil non-contact days,
 - iii. with four (4) of those pupil non-contact days scheduled at the start of the school year.
 - b. Teachers on year-round calendars shall have:
 - i. No more than one hundred seventy (170) days scheduled as pupil contact days, and
 - ii. one (1) teacher directed pupil non-contact day scheduled prior to each tracking on cycle, and
 - iii. teachers will not be required to attend any in-service that occurs within their “track-off” time.
 - c. All teachers in schools that have parent conferences in the fall will have the Wednesday before the Thanksgiving break off as compensatory time for additional duties performed outside the workday.

- 4) For contracts greater than a regular contract in length, any teacher contracted for additional days will have at least the number of contact days and non-contact days specified in the applicable section above. The nature of the additional days (contact or non-contact) will be determined by the specific need the additional days are designed to address. Any teacher contracted to work more than two hundred twenty-four (224) days will be contracted to work a total of at least twelve (12) pupil non-contact days. Pupil non-contact days will be part of the total contracted days.
- 5) The purpose of the pupil non-contact days are: Staff orientation, staff meetings, team meetings, parent conferences, and continuing education. All scheduled activities will be carefully planned and conducted to best accomplish these purposes. When averaged over the school year, at least fifty percent (50%) of the time for non-contact days that is not scheduled for parent conferences will be teacher directed. For SY 2010-2011 and SY 2011-2012 only, the scheduling of teacher directed non-contact time stated in this Section (5) will be increased by an additional one-half (½) day.
 - a. Before the start of each school year, the principal or designee at each building will submit to the Office of Human Resources and the building's teaching staff a schedule indicating the activities for each pupil non-contact day, showing the time for teacher directed planning.
 - i. If it is necessary to adjust the activities for a pupil non-contact day, the revised schedule must still comply with (A) (3) above.
 - b. For elementary teachers, the District shall schedule one (1) non-contact day between January 1st and the end of February that will be designated for structured planning purposes by the individual teacher. The intent is for the time to be used for individual teacher directed planning rather than other activities. Nothing in this language shall be construed to preclude teachers from making decisions based upon their professional judgment as to the best use of their time. Teachers could make the decision to design group trainings or collaborative work on this day. Individual teachers would not be required to join any group-directed work.

B. Guaranteed Contract Percentage

- 1) After January 1, 1995, teachers who attained "Teacher Status" in the District will be guaranteed a contract as follows:
 - a. The percentage of a teacher's contract for the succeeding year will at least be equal to the previous year's contract. (e.g.: 3rd year 100%, 4th year 100%, etc.)
 - b. Teachers are guaranteed a contract equal to the preceding year; unless mutual agreement between the teacher and the principal (or designee) alters the percentage of the contract for the subsequent year. Any agreed upon increase or decrease in the percentage of the contract will become the new guaranteed minimum percentage for the succeeding year. (e.g.: 4th year 100%, agreed to reduction in 5th year to 80%, 6th year 80% etc.).

- 2) Teachers who attained “Teacher Status” (non-probationary status), in the District prior to January 1, 1995, and who have been continuously employed since January 1, 1995 shall retain the guarantee for a full-time one hundred percent (100%) contract.
 - a. If a teacher has less than a full-time one hundred percent (100%) contract, the District will return the teacher to a full-time, one hundred percent (100%) contract upon the teacher’s written notice for the succeeding year. Teachers must submit written notice to the principal (or designee) on or before March 1st of the school year prior to the effective date of the increase to a one hundred percent (100%) contract.
- 3) Nothing in this policy shall preclude a teacher, as identified in 4116 (B) (1) above from agreeing to a less than full time, one hundred percent (100%), contract in any given year.
- 4) While a teacher may be requested to, or may be contracted to work a contract greater than hundred percent (100%), the teacher is not guaranteed a contract greater than hundred percent (100%) in any subsequent contract.
- 5) In the event of the need to reduce the teaching force district-wide (RIF), the guaranteed percentage of contracts for affected teachers upon recall shall remain at the level guaranteed prior to the RIF. The need to RIF shall supersede any provisions of this section that might otherwise be interpreted to provide for a contract in a subsequent year.

C. Forty (40) Hour Work Week

- 1) The length of the workday for teachers will be eight (8) hours including the duty free lunch period and planning time.
- 2) The workweek will be forty (40) hours each week.
- 3) Building administrators will use discretion for individualization of the eight (8) hour workday for teachers.

D. Additional School Functions

- 1) Professional educators have responsibilities outside the workday that include, but are not limited to, participation at staff meetings, back-to-school nights, and parent conferences.
 - a. On the occasion that teachers are unable to participate in such activities, they will notify their supervisor in advance.
 - b. Teachers are encouraged to participate in parent-teacher organizations and attend functions that are jointly sponsored by school and community.

- 2) Each building administrator will be reasonable in the scheduling of required activities which exceed the normal teaching day.
- 3) Compensatory time may be granted if a teacher is required to participate in evening or weekend school functions. Such compensatory time will be jointly agreed to by the teacher and the building administrator.

E. Duty-Free Lunch

Each teacher will receive a minimum of thirty (30) continuous minutes for lunch such that:

- 1) The teacher shall not be assigned to any instruction, duty or supervision, and,
- 2) Teacher lunches shall be scheduled between 10:00 a.m. and 2:00 p.m. In all cases, teachers will have access to a school-prepared lunch at the onset of their scheduled lunch period and,
- 3) Teachers may leave the building during their duty-free lunch but must follow building notification procedures.

F. Teacher Planning Time

Planning time, as used in this policy, is teacher time for activities directly related to student instruction exclusive of instruction, duty, supervision and duty free lunch.

- 1) Planning time blocks must be at least forty (40) minutes in length.
 - a. If a block of time forty (40) minutes in length occurs outside the student day and within the teacher workday, that period may qualify as teacher planning time even though students may be in transition (entering and/or exiting the classroom) during that time.
- 2) Each full-time teacher shall be scheduled for a minimum of two hundred (200) minutes per week of teacher directed planning time averaged over a nine (9) week period that will be made available during the student day.
- 3) Each full-time teacher shall be scheduled for a minimum of three hundred seventy-five (375) minutes of planning time per week during the teacher workday. The three hundred seventy-five (375) minutes in this section includes the planning time during the student day described in the previous section.
- 4) The times shown in F (2- 4) above should be extended, when possible, to allow teachers to meet professional responsibilities.
- 5) Planning time for teachers with less than full time contracts will reflect the percentage of their contract.

6) Adjustments in Teacher Planning Time

The District and the Association recognize the importance of providing time in the teacher work schedule for teacher planning time. The parties also recognize that changes in the total planning time available to groups of teachers may be necessary or advisable from time to time. Since the amount of planning time impacts student instruction, the District and the Association establish the following criteria and process for making adjustments in the total amount of teacher planning time available to teachers or groups of teachers. The process is intended to allow the Administration to make necessary adjustments and to assure employees that due consideration will be given to the balancing of interests of all involved including teachers.

- a. Teacher planning time is not to be reduced below the minimums stated in this policy.
- b. The amount of planning time a teacher had during the final grading period of the 2006-2007 school year will be used for planning time calculations.
- c. Whenever the District or the Administration of a building (or buildings) considers a reduction of seven percent (7%) or more per week in total teacher planning time as referenced in section (b) above the following must occur:
 - i. The Office of Human Resources must be notified of the preliminary consideration by a building or buildings to reduce total planning time as referenced in section (b) above by April 3rd.
 - ii. In writing, the Office of Human Resources shall communicate to the Association (CCEA) the name of any school(s) giving preliminary consideration to such reduction as well as the details of the plan being considered (e.g., amount of reduction in planning time under consideration, staff members who might be affected) and the rationale for the reduction. This communication shall be transmitted to the Association not later than three (3) calendar days after the deadline identified in the first sentence of this section.
 - iii. Building administrators must provide written notification, including the rationale for the change and the details of the plan being considered, to teachers who may be affected by the change(s) under consideration covered in this section by the timeline in (c)(i) above.
 - iv. If the administration of any building(s) following the process above decides to implement a reduction in total teacher planning time (as referenced in section (b) above), they must notify the Office of Human Resources no later than the third Friday of April. Following that notification, the Office of Human Resources must notify the Cherry Creek Education Association in writing of any such decision no later than two (2) working days after the date above.

- v. If the Cherry Creek Education has not received written notice from the Office of Human Resources within the time frame as stated above in (c)(iv) of the District's or an individual building Administration's proposal to reduce total teacher planning time as referenced in section (b) above, no such reduction will occur for the next school year.
 - d. If the Cherry Creek Education Association does not have any concerns regarding the reduction in planning time, CCEA will notify the Office of Human Resources, in writing, within seven (7) workdays of the District's notification stated above in (c)(iv), of its desire not to negotiate the change. Absent of such written notice, both the District and CCEA will negotiate this issue in accordance with Policy 4135 at the earliest possible date but, in any case, prior to implementation of any change.
 - e. Beginning with the school year 2008-2009 and annually thereafter, building Administrators will notify the Office of Human Resources of the actual amount of scheduled planning time for teachers in each of the District's buildings using a standardized reporting method by October 1st. A copy of this report will be sent to the Cherry Creek Education Association.
 - f. Changes in planning time, as well as Policy 4116, are not subject to the limitation on the number of issues or the deadlines for initiating a topic for negotiations that may be stated in Policy 4135.
 - g. The parties understand that some teachers who accept additional responsibilities receive release time during the workday and such time is not considered planning time for this provision.
 - h. The parties also agree that in the event of calamities (e.g. flu epidemics or budgetary shortfalls) involving a major interruption of regular District programming; the District may reasonably modify operations to address the situation. In such cases, the District will communicate such modifications to the Association in a timely manner.
- 7) Kindergarten Teacher Planning Time Modifications
- a. Kindergarten teachers will be governed by all planning time provisions of this policy, except as specifically modified in this section.
 - b. Full-Day Kindergarten Programs – Kindergarten teachers who teach in a kindergarten program in which the same group of students attend during a full-day will receive their planning time in 40-minute blocks, as provided in Section (F) (2) above.
 - c. Half-Day Kindergarten Programs – As an exception to Section (F) (2) above, teachers in half-day kindergarten programs may receive planning time in blocks of time of not less than twenty (20) minutes (exclusive of any duty and/or supervision) during the student day. In a program where kindergarten

students attend two (2) full-days and one (1) half-day per week, the teacher will receive planning time in 40-minute blocks on days that students attend the full-day, and may receive planning time in twenty (20) minute blocks on days when each student attends a half-day. This provision is not intended to sanction a reduction of planning time in those cases that the blocks of time were greater than twenty (20) minutes during the 2006-2007 school year. If a school is making such a reduction, the administration must submit a written explanation for the need to make the reduction to the teachers, Human Resources, and the CCEA.

- 8) Additionally, each elementary teacher will be provided one-half day (1/2 day) of release from teaching for the purpose of engaging in individual, team, or grade level planning annually. The scheduling of such time shall be determined by the staff and the principal in coordination with the District so that it will not adversely affect building or district operations.
- 9) The District and Association will evaluate the effectiveness of these provisions regarding non-contact and planning time to determine what changes, if any, should be made.

G. Compensation for Substitution

See Policy 4141 (U) for payment information.

H. Adverse weather conditions: Delayed Starts

In the event of adverse weather conditions causing a delayed start, teachers, taking into account weather and road conditions, should report to their site as expeditiously as possible.

I. Additional Provisions

- 1) The terms of this policy will continue in full force and effect unless changed through the negotiations process as set forth in Policy 4135.
- 2) If any provision of this policy is found contrary to law, then such provision will be deemed null and void, but all other provisions or applications thereof will continue in full force and effect.
- 3) Upon mutual agreement, this policy may be renegotiated in whole or in part at any time during the life of this policy.
- 4) Any additions, deletions, or revisions to this policy will be distributed to those affected and be in effect after ratification by the Association membership and adoption by the Board.
- 5) Neither the recognized Association nor the Board can refuse to renegotiate this policy at the next requested round of negotiations, following the timeline set forth in Policy

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4135, if this policy is included in the request. If the issues are unresolved as a result of the negotiations using all relief provided in

Policy 4135, the provisions will remain in effect (except as provided elsewhere in this section) through the remainder of the teachers' annual contract year.

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