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ARTICLE V

Days and Hours of Employment

A. WORKDAY:

1. It is agreed that the professional duties of employees require both on-site and off-site hours of work, that the varying nature of such professional duties may not lend itself to a total maximum daily work time of definite or uniform length, and that such duties are normally expected to involve no fewer than eight (8) hours of total effort each workday for both classroom and non-classroom employees.

It is further agreed that employees will be available to meet with students and parents at reasonable times before and after the instructional day. A schedule shall be posted prominently and maintained at each school site indicating times when teachers are available to meet with parents and/or students. Copies of the schedule shall be sent home to parents twice a year.

2. In the elementary schools, teachers shall report for duty and check their mailboxes not later than fifteen (15) minutes before the opening of class except when assigned before school duties. They shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher. Teachers shall remain until after the close of the last scheduled class of the day for Grades 4 and 5 (except on Friday), unless they have an after school duty, are excused earlier or are requested to remain by the principal. On Fridays, teachers may leave the building immediately upon the close of the regular school day for pupils, (afternoon kindergarten teachers may arrive at school fifteen (15) minutes later than the start of their regular duty day), except that if District meetings are scheduled on Friday another "early day" may be designated. Teachers of kindergarten and the first three grades remain on duty as long as teachers of the fourth and fifth grades, unless excused earlier by the principal. All kindergarten teachers (including those without team partners) shall meet their classes for 200 minutes each day and work two hours beyond such time either with their class or in other kindergarten classrooms. Note: Unless and until negotiated otherwise, the extended or full day kindergarten will remain voluntary, but no contractual waiver is required.

Teachers assigned to elementary school libraries work a seven-hour day, except on Friday when they may leave fifteen (15) minutes prior to the end of their regularly assigned workday.

3. In the middle and senior high schools teachers shall, unless assigned to before school duty, report for duty as least fifteen (15) minutes before the opening of

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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the first assigned class, conference period, or homeroom/advisory and shall check their mailboxes daily before the instructional day begins. Teachers shall be present on site for an additional sixty (60) minutes weekly as selected at the professional discretion of the teacher, except on Friday when they may leave upon the close of the school day. If District meetings are scheduled on Friday another "early day" may be designated.

Historically, the secondary teacher workday is comprised of six periods (one of which is a conference period). If a teacher volunteers to teach an additional class during his/her conference period his/her instructional day is extended approximately one hour before or after the regular instructional day to provide the employee with the conference period allowed for in this Agreement.

- 4. During any school month, teachers may be required to attend on-site meetings not to exceed a total of six (6) hours beyond the instructional day. Two (2) of the six (6) hourly monthly meetings are at the discretion of the bargaining unit and principal. The necessity for conducting the two (2) hourly meetings shall be determined monthly at each site by either a simple majority secret ballot vote of the bargaining unit employees who actually vote on the proposal and principal or by the site shared decision-making body. The determination of which process will be used shall be by an annual majority secret ballot vote of the bargaining unit and principal.

Attendance is required at only those meetings authorized by the principal. Such meetings may be held before or after school and should be approximately one hour or less in length. Site meetings beyond the instructional day in a typical school month would include two (2) faculty meetings and two (2) other meetings; such as, grade level, department, program review and/or in-service. In the event of a school or District emergency, or urgent school business, principals may call additional meetings with the approval of the appropriate assistant/deputy superintendent.

Special education teachers may be required to attend one off-site in-service meeting per month as authorized by the Assistant Superintendent, Special Education. Such off-site meetings beyond the instructional day should be approximately one hour or less in length and will be included in the monthly computation.

During the term of this Agreement, the District shall maintain its practice of treating IEP meetings as mandatory; bargaining unit members attending such meetings beyond the duty day and in excess of four hours per month shall be paid therefore at their regular hourly rate provided they submit the Documentation of Mandatory Meeting Form to the Superintendent's Special Education Committee.

- 5. The on-site workday for other unit members shall be as follows:

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 On-site work hours for secondary school librarians and program facilitators
2 shall be eight (8) hours per day exclusive of lunch, except Friday when they
3 may leave twenty (20) minutes prior to the end of their regularly assigned
4 workday.
5
- 6 On-site work hours for nurses shall be seven and one-half (7.5) hours per day
7 exclusive of lunch, except Friday when they may leave twenty (20) minutes
8 prior to the end of their regularly assigned workday. If the principal or his/her
9 designee determines it is necessary for the employee to remain on-site to
10 perform the assigned duties of the position or to fulfill his/her professional
11 obligations appropriate to his/her assignment, the principal or his/her designee
12 shall direct the employee to remain on-site up to a maximum of eight (8) hours
13 a day.
14
- 15 Modifications of the on-site work hours and the "early day" may be mutually
16 agreed to by the employee and the site manager to accommodate a variety of
17 job responsibilities that may be accomplished at a location other than the
18 school site and/or outside of normal working hours. Driving time between
19 District sites shall be included as part of the normal working day exclusive of
20 the duty-free lunch period.
21
- 22 6. Modification in the students' schedule shall have no effect on the unit member's
23 workday as described above, except for Back-to-School Night in the fall and
24 Open House during one night of Public Schools Week in the spring. Additional
25 exceptions may be approved by the appropriate assistant/deputy superintendent.
26
- 27 7. It is recognized that in carrying out job responsibilities, each employee shall
28 perform many duties and adjunct responsibilities which occur outside of the
29 scheduled minimum on-site duty day. Such duties may involve activities such
30 as supervision of pupils, sponsorship of student activities, and participation in
31 school, districtwide, and parent-community committees. It is intended that such
32 adjunct duties will be assumed equitably by all unit members. Volunteers will
33 be sought and a site shared decision-making process may be used to distribute
34 adjunct duties; however, if there are insufficient volunteers, the manager retains
35 the right to assign unit members to meet the needs of the school. The
36 maximum expectancy for any secondary school teacher shall be twenty-four
37 (24) hours per semester, exclusive of faculty/department meetings.
38
- 39 8. All unit members shall be entitled to the statutory minimum duty-free lunch
40 period of thirty (30) minutes. This entitlement also refers to alternate lunch
41 schedules adopted because of inclement weather. Normally, teachers can
42 expect to have the same length of lunch period as students except that the site
43 manager may assign employees to supervisory duties during the passing
44 periods and/or to meet the occasional needs of the school lunch period
45 situation.
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ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 9. The scheduled preparation period at the secondary level is defined as paid
2 working time for the specific purposes of preparing materials; conferring with
3 students, parents, support staff, and administrators; and other duties subject to
4 assignment by the principal. It may also, if deemed necessary by the immediate
5 site manager, be used for providing replacement services (class coverage) for a
6 temporarily absent unit member.

7
8 Replacement service may be required when another teacher is absent, no
9 substitute is immediately available and, in the judgment of the administrator, no
10 other certificated employee is available. Over the course of the school year the
11 site manager shall distribute these occasional replacement assignments as
12 equitably as possible among all available non-classroom certificated personnel
13 and unit members. A record of equitable assignments shall be accessible to
14 employees. When a unit member is assigned to provide such replacement
15 service, the first two (2) hours, cumulative, per school year of such service shall
16 be deducted from the employee's maximum expectancy (twenty-four [24] hours
17 per semester) for adjunct duties. When a unit member is assigned to provide
18 replacement service in excess of two (2) hours, cumulative, the unit member
19 shall be paid for such excess service at the substitute hourly rate, Schedule N,
20 and shall be required to remain on-site after his/her duty day for an
21 equivalent number of minutes of preparation.

22
23 Efforts will be made to assign non-bargaining unit employees to provide
24 replacement service. If a bargaining unit member who has been asked to
25 provide replacement service is relieved by such an employee within the first
26 twenty (20) minutes of service, the bargaining unit member will be credited
27 with thirty (30) minutes of coverage. If the coverage time is in excess of
28 twenty (20) minutes, the employee shall be provided with one (1) hour of credit
29 for replacement service.

30
31 10. **Elementary Preparation:**

32
33 a. In the elementary school, limited preparation time may be arranged at
34 individual school sites through staffing patterns that (1) are
35 educationally justifiable; (2) do not reduce total instruction time for
36 students; (3) are developed jointly by the affected teaching staff and
37 the site manager; and (4) are approved by the appropriate
38 assistant/deputy superintendent.

39
40 b. At the elementary teacher's discretion, library time may be used as a
41 preparation period when a credentialed librarian is scheduled to work
42 with the entire class.

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44 c. A school is not precluded from identifying additional opportunities for
45 preparation time, especially for teachers of grades four and five, if the
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ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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school's regularly scheduled, general funded, certificated staffing permits.

11. Employees who request and are granted a part-time assignment shall have a minimum on-site responsibility exclusive of any duty-free lunch period proportionate to their contract assignment. Elementary part-time teachers who teach half of the normal instructional time shall have a workday that is one-half (1/2) the workday of a full-time teacher. Secondary part-time teachers who are assigned to three (3) instructional periods shall have a workday that is one-half (1/2) the workday of a full time teacher; other workdays shall be based upon the principle that exclusive of the lunch period, six (6) periods plus required time before and after classes constitute a full-time assignment. Teachers who work less than full-time shall not be scheduled for a preparation period as part of the workday. Employees who work half-time or less shall be exempt from all extra-duty responsibilities except for faculty meetings which are contiguous with the employee's workday and annual open house activities.

12. The provisions of this Section shall not apply to teachers in the Outdoor Education Program.

13. **Instructional Day.**

The hours of employment defined in Sections A.1., A.2., and A.3. above shall include at least the required number of instructional minutes to qualify for incentive funding provided in Education Code, Section 46201. The designation of instructional time shall conform to the law. Subject to the foregoing, the minimum number of instructional minutes shall be:

Kindergarten	36,000
Grades 1, 2, and 3	50,400
Grades 4 and 5	54,000
Grades 6, 7, and 8	64,800
Grades 9, 10, 11, and 12	64,800

except that:

a. Schools with an organizational pattern of Grades K-8 shall provide a minimum of 54,000 instructional minutes for Grades 7 and 8.

b. Schools which exceed the above required minimum number of instructional minutes for specified grade levels shall make no adjustment to reduce the number of instructional minutes at these grade levels without the express written consent of the appropriate assistant/deputy superintendent.

c. In year-round schools, the number of minimum days established in 1987-1988 shall be at least maintained in subsequent years with

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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utilization determined at the site except for contractually identified minimum days.

14. **Job Sharing:**

a. The Job Sharing Program is one in which two (2) employees share the full responsibilities and the contract of employment of one (1) identifiable full-time position. The shared teaching assignment shall be (1) fifty-fifty (50-50) percent or (2) sixty-fourty (60-40) percent. The sharing shall be on a proportional division of the school day or of the school week.

b. Applicants must be willing to provide a written commitment to serve a minimum of one (1) year in the shared position. If, because of extenuating circumstances, one of the participants cannot continue in a part-time assignment during the year, the District is under no obligation to return the individual to a full-time assignment until the following year; but the District may consider an earlier return if a position is available.

Job Share participants may be either permanent or non-permanent teachers. If a teacher is not permanent at the time of either application or assignment, he/she shall be required to sign a statement acknowledging his/her understanding that years of service which are less than one hundred (100) percent will not be credited towards the employee's attainment of permanent status.

c. Job sharing assignments shall be filled only by teachers who have jointly requested to work together. A listing of teachers interested in job sharing will be maintained by both the Certificated Personnel Office and the Teachers Association.

d. Applicants shall submit a joint written application to the affected site manager(s) showing the names of the participants, positions affected, the proposed sharing schedule, division of adjunct duties, and the potential benefit to students. Mutual agreement between the two (2) employees, the principal, the appropriate assistant/deputy superintendent, and the Assistant Superintendent, Human Resource Services, is required before the job sharing assignment can be implemented. Applications shall be submitted on or before March 1.

e. Individual job sharing assignments will normally be evaluated prior to March 1. A decision with respect to continuance of each program will be made on or before April 15.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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- f. Salary will be the prorated share of the amount an employee would have earned had the employee not elected to exercise the option to participate in job sharing. The contribution to STRS/PERS will be based upon the amount of salary actually earned by the participant.
- g. Job sharers will receive full District health and welfare benefits. The District will contribute premiums on a prorated basis and participants will pay the remainder of the required premiums. Employees not opting for District health coverage shall provide evidence of health insurance from another source.
- h. The employee in a shared assignment will receive all contractual leaves on a prorated basis.
- i. If an employee on shared assignment is absent, the other party, whenever possible and with the approval of the site manager, will trade days with his/her partner or will agree to substitute for his/her partner in a regular substitute status at the regular substitute rate.
- j. The employee on a shared contract will be expected to participate in professional responsibilities such as, but not limited to, the following: participation in school, district-wide, and parent-community committees; faculty meetings; Back-to-School Night activities; parent/teacher conferences; report card preparation. Details of shared responsibilities are defined in the application.
- k. If, because of extenuating circumstances, one partner cannot continue in the shared assignment, one of the following shall occur:
 - (1) The remaining participant fills the previously shared position on a full-time basis;
 - (2) A new partner, mutually agreeable to parties, replaces the non-continuing partner;
 - (3) The remaining participant applies for a leave for which he/she is eligible.
 - (4) The remaining participant submits his or her resignation.
- l. Continuation of any job sharing partnership is contingent upon the annual mutual agreement of all parties.
- m. Prior to approval of any job sharing agreement the two teachers involved shall agree which of them shall remain at the site should the

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

1 partnership be dissolved and both desire full-time assignment at that
2 site but only one opening exists. In any circumstance, participants
3 would have access to the District's voluntary transfer procedure.
4

- 5 15. **Parent/Teacher Conferences.** K-5 classroom teachers in a K-5 or K-8
6 school shall have six (6) minimum days in the fall and two (2) minimum days
7 in the spring for parent/teacher conferences.
8

9 For seven (7) days in the fall and five (5) days in the spring kindergarten
10 teachers shall be exempt from the provision in Article V.A.2. These hours
11 shall be available instead for parent/teacher conferences.
12

- 13 16. **Library Media Teachers.**
14

15 a. A library media teacher who maintains the library media center open
16 for at least fifteen (15) minutes before school and fifteen (15) minutes
17 after school will not be assigned bus and recess/nutrition duty.
18

19 b. Secondary classroom teachers shall stay with their classes when
20 bringing them to the library media center; elementary teachers shall
21 escort their classes to and from the library media center.
22

23 c. For classes brought to the library media center, contractual staffing
24 ratios (including LMT and aides) shall be observed, except during
25 Testing Periods or for special, occasional activities as determined by
26 Site Based Decision Making.
27

28 d. Library Media Centers will close during the final week of school to
29 allow LMTs time to close the library, conduct inventory, and complete
30 other oversight tasks that are essential to running an effective library
31 media program. The standard period for closing a library media center
32 shall equal the number of days it is scheduled to be open during a
33 regular week during the school year; the LMT in consultation with the
34 site administrator may recommend a lesser or greater period depending
35 upon the size of the center.
36

37 e. At the secondary level, the LMT at his/her discretion may continue to
38 utilize a flexible schedule in order to service the entire school. At the
39 elementary level, the LMTs may utilize flexible scheduling for 20% of
40 their scheduled work week at that particular site in order to permit
41 collaborations with classroom teachers and their students for in-depth
42 learning and research.
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44 B. **WORK YEAR:**

- 45 1. **Teachers** (including nurses, teachers on special assignment, and librarians):
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ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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a. **Traditional Schedule.** The assigned work year shall be from the first day of the fall semester to the last day of the spring semester, inclusive. The school year encompasses ten and two-tenths (10.2) pay periods totaling two hundred and four (204) assigned days (one hundred eighty-two [182] actual duty days), dates which are specified in the calendars (see Appendix A). It is further agreed that in the middle and senior high schools two shortened days for pupils will be scheduled at times to be approved by the appropriate assistant/deputy superintendent.

The first and last days of the work year for all bargaining unit employees shall be pupil free. All bargaining unit employees will have no fewer than four (4) hours on each of these days to prepare for the starting and closing of school.

b. **Year-Round Schedule.** The assigned work year shall be one hundred eighty-two (182) actual duty days, as assigned from July 1 through June 30, with compensation prorated over the number of pay periods occurring from July 1 through June 30.

The first and last days of the teacher work year for all bargaining unit employees shall be pupil free. All bargaining unit employees will have no fewer than four (4) hours on each of these days to prepare for the starting and closing of school.

2. **Program Facilitators:**

a. **Traditional Schedule.** The assigned work year shall encompass two hundred twelve (212) assigned days (one hundred eighty-eight [188] actual days), dates for which are specified in the calendars (see Appendix A).

b. **Year-Round Schedule.** The assigned work year shall be one hundred eighty-eight (188) actual duty days, as assigned from July 1 through June 30, with compensation prorated over the number of pay periods occurring from July 1 through June 30.

c. Based on identified program needs and the availability of sufficient special project funds at individual school sites, program facilitators may request election for additional service either before or after the regularly assigned work year, or during designated non-work periods at year-round schools.

3. **Split Assignments.** In cases of split assignments, employees so affected shall work each assigned day a number of hours which reflects the employee's assignments. A split assignment refers to a full-time employee whose contract

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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assignment includes two job classifications (Example: teacher/program facilitator).

4. **Emergency.** In the event of an emergency or other event resulting in less than the scheduled number of workdays, the District agrees to consult with the Association before determining the number and dates of specific days to be rescheduled to ensure the total contract workdays for all unit employees.

5. **Holidays.** The District agrees to grant all employees those non-paid, legal and Board-designated holidays which occur during their specified traditional or year-round calendars.

a. Legal holidays shall include Independence Day, Admission Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr. Martin Luther King Jr. Day, Lincoln Day, Presidents Day, and Memorial Day.

b. In addition, the District agrees to grant two (2) holidays to be designated by the Board of Education. One of these holidays shall be the Friday following Thanksgiving Day.

c. When a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday. When a legal holiday falls on Sunday, the following Monday shall be observed as a holiday.

d. Consistent with the above provisions, the date of each holiday shall be set forth in the calendar (see Appendix A).

6. **Summer School and Intersession Programs.** Teachers elected to provide additional service during summer school on traditional calendar or intersession programs on year-round calendars will be compensated per Salary Schedule P.

Note: Any changes in leave provisions or other benefits as a result of the collective bargaining process will apply equally to summer school and intersession program teachers.

All eligible employees will have an opportunity to apply to teach during intersession or summer school. All employees whose most recent final evaluation is satisfactory in all areas directly related to classroom instruction and student achievement are eligible for selection for summer school and intersession employment. Applicants will be selected based upon (a) the needs of the program to be offered and (b) when applicable, a system of rotation after having served three consecutive intersessions or summer school assignments if there are other qualified applicants. When the above considerations are substantially comparable, decisions shall be based upon length of service in the District.

ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

- 1 7. **Intersession Substitute Service.** Employees assigned to year-round schools
2 are eligible to apply to substitute during their intersession/recess periods. All
3 employees whose most recent final evaluation is satisfactory in all areas
4 directly related to classroom instruction and student achievement are
5 eligible.
6
7 When serving as a substitute teacher at any school other than the school to
8 which they are regularly assigned, they shall be paid as per Salary Schedule N.
9 When serving as a substitute teacher at the school to which they are regularly
10 assigned, they shall be paid at the same daily rate as that earned by Home
11 School substitutes.
12
13 8. **Outdoor Education Program.** To meet the needs of the Outdoor Education
14 Program, adjustments may be made in calendared workdays. Any workdays
15 beyond one hundred eighty-two (182) will be voluntary additional assignment.
16
17 9. **Traveling Teachers in Secondary Schools.** Except in the most extraordinary
18 circumstances, secondary teachers serving in their initial year in the profession
19 will not be scheduled as traveling teachers.
20

21 C. **ADDITIONAL CONSIDERATION FOR YEAR-ROUND SCHEDULES:**
22

- 23 1. **Roving Teachers.** Roving teachers agree to change classrooms approximately
24 every four weeks to enable three other teachers to remain in/return to the same
25 classroom throughout the year. An employee identified as a roving teacher at
26 a year-round site will be entitled to utilize a total number of classroom aide
27 hours which is ten (10) percent greater than the total number of classroom
28 aide hours allocated to other teachers in the same grade level (elementary) or
29 the same subject area (middle school) at the same school site. In addition,
30 roving teachers may be given some special considerations developed
31 cooperatively at the site; i.e., no recess or hall duty, assistance with bulletin
32 boards, single level classes, reduction of adjunct responsibilities, etc.
33
34 Roving teacher assignments will be filled by volunteers. In the event that
35 there is not a volunteer roving teacher, all four teachers may be required to
36 change classrooms when returning from intersession. Except in the most
37 extraordinary circumstances, teachers serving in their initial year in the
38 profession will not be assigned to a roving position.
39
40 2. It is not the intent of the District that employees be arbitrarily reassigned or
41 rotated from one track to another.
42
43 3. At a minimum, the District shall provide one movable storage unit per four
44 classroom teachers. Each teacher shall be assigned a storage space which can
45 be locked.
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ARTICLE V - DAYS AND HOURS OF EMPLOYMENT (continued)

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4. It is the goal of the District that the temperature of the classroom will be conducive to teaching and learning throughout the school year. At a minimum, some type of mechanical cooling device will be available for each classroom at each year-round school site.

5. The parties recognize that some factors that relate to year-round scheduling at the middle school and are within the scope of bargaining may not have been addressed. Should problems arise because of such unanticipated factors, the parties agree to meet for the purpose of resolving those issues.

6. With the approval of the site administrator, teachers may exchange days with other teachers who are on different tracks or calendars at the same school site. Participating teachers shall submit a signed agreement indicating the days they are exchanging at least five days in advance of the exchange to the site administrator for approval. Teachers who are unable to fulfill the conditions of the agreement shall be charged appropriate leave for those days on which they were absent and which they were not able to make up. The District will not be held liable for a teacher who does not fulfill his/her exchange days.