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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 and email not later than fifteen (15) minutes before the opening of class except when assigned before school duties. Teachers shall remain until after the close of the last scheduled class of the day for Grades 4 and 5, 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 classrooms at teacher discretion in collaboration with the site administrator. 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 at least fifteen (15) minutes before the opening of 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.

1 Historically, the secondary teacher workday is comprised of six periods (one of which
2 is a conference period). If a teacher volunteers to teach an additional class during
3 his/her conference period his/her instructional day is extended approximately one hour
4 before or after the regular instructional day to provide the employee with the
5 conference period allowed for in this Agreement.
6

- 7 4. During any school month, teachers may be required to attend on-site meetings not to
8 exceed a total of six (6) hours beyond the instructional day. Two (2) of the six (6)
9 hourly monthly meetings are at the discretion of the bargaining unit and principal.
10 The necessity for conducting the two (2) hourly meetings shall be determined monthly
11 at each site by either a simple majority secret ballot vote of the bargaining unit
12 employees who actually vote on the proposal and principal or by the site shared
13 decision-making body. The determination of which process will be used shall be by
14 an annual majority secret ballot vote of the bargaining unit and principal.
15

16 Attendance is required at only those meetings authorized by the principal. Such
17 meetings may be held before or after school and should be approximately one hour or
18 less in length. Site meetings beyond the instructional day in a typical school month
19 would include two (2) faculty meetings and two (2) other meetings; (e.g., grade level,
20 department, program review and/or in-service). In the event of a school or District
21 emergency, or urgent school business, principals may call additional meetings with
22 the approval of the appropriate assistant/deputy superintendent.
23

24 Special education teachers may be required to attend one off-site in-service meeting
25 per month as authorized by the Assistant Superintendent, Special Education. Such
26 off-site meetings beyond the instructional day should be approximately one hour or
27 less in length and will be included in the monthly computation.
28

29 During the term of this Agreement, the District shall maintain its practice of treating
30 IEP meetings as mandatory; bargaining unit members attending such meetings beyond
31 the duty day and in excess of four hours per month shall be paid therefore at their
32 regular hourly rate provided they submit the Documentation of Mandatory Meeting
33 Form to the Superintendent's office.
34

- 35 5. The on-site workday for other unit members shall be as follows:
36 On-site work hours for secondary school librarians and program facilitators shall be
37 eight (8) hours per day exclusive of lunch, except Friday when they may leave twenty
38 (20) minutes prior to the end of their regularly assigned workday.
39

40 On-site work hours for nurses shall be seven and one-half (7.5) hours per day
41 exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to
42 the end of their regularly assigned workday. If the principal or his/her designee
43 determines it is necessary for the employee to remain on-site to perform the assigned
44 duties of the position or to fulfill his/her professional obligations appropriate to his/her
45 assignment, the principal or his/her designee shall direct the employee to remain on-
46 site up to a maximum of eight (8) hours a day.

1
2 Modifications of the on-site work hours and the "early day" may be mutually agreed
3 to by the employee and the site manager to accommodate a variety of job
4 responsibilities that may be accomplished at a location other than the school site
5 and/or outside of normal working hours. Driving time between District sites shall be
6 included as part of the normal working day exclusive of the duty-free lunch period.
7

8 6. Modification in the students' schedule shall have no effect on the unit member's
9 workday as described above, except for Back-to-School Night in the fall and Open
10 House in the spring. Additional exceptions may be approved by the appropriate
11 assistant/deputy superintendent
12

13 7. It is recognized that in carrying out job responsibilities, each employee shall perform
14 many duties and adjunct responsibilities which occur outside of the scheduled on-site
15 duty day. Such duties may involve activities such as supervision of pupils,
16 sponsorship of student activities, and participation in school, districtwide, and parent-
17 community committees and/or functions. It is intended that such adjunct duties will be
18 assumed equitably by all unit members. Volunteers will be sought and a site shared
19 decision-making process may be used to distribute adjunct duties; however, if there
20 are insufficient volunteers, the manager retains the right to assign unit members to
21 meet the needs of the school. The maximum expectancy for any secondary school
22 teacher shall be twenty (20) hours per semester or forty (40) per year, exclusive of
23 faculty/department meetings.
24

25 8. All unit members shall be entitled to the statutory minimum duty-free lunch period
26 of thirty (30) minutes. This entitlement also refers to alternate lunch schedules
27 adopted because of inclement weather. Normally, teachers can expect to have the
28 same length of lunch period as students except that the site manager may assign
29 employees to supervisory duties during the passing periods and/or to meet the
30 occasional needs of the school lunch period situation.
31

32 9. The scheduled preparation period at the secondary level is defined as paid working time
33 for the specific purposes of preparing materials; conferring with students, parents,
34 support staff, and administrators; and other duties subject to assignment by the
35 principal. It may also, if deemed necessary by the immediate site manager, be used for
36 providing replacement services (class coverage) for a temporarily absent unit member.
37

38 Replacement service may be required when another teacher is absent, no substitute is
39 immediately available and, in the judgment of the administrator, no other certificated
40 employee is available. Over the course of the school year the site manager shall
41 distribute these occasional replacement assignments as equitably as possible among all
42 available non-classroom certificated personnel and unit members. A record of
43 equitable assignments shall be accessible to employees. When a unit member is
44 assigned to provide such replacement service, the first two (2) hours, cumulative, per
45 school year of such service shall be deducted from the employee's maximum
46 expectancy (twenty [20] hours per semester or forty (40) per year) for adjunct duties.

1 When a unit member is assigned to provide replacement service in excess of two (2)
2 hours, cumulative, the unit member shall be paid for such excess service at the
3 substitute hourly rate, Schedule P, and shall be required to remain on-site after his/her
4 duty day for an equivalent number of minutes of preparation.
5

6 Efforts will be made to assign non-bargaining unit employees to provide replacement
7 service. If a bargaining unit member who has been asked to provide replacement
8 service is relieved by such an employee within the first twenty (20) minutes of service,
9 the bargaining unit member will be credited with thirty (30) minutes of coverage. If
10 the coverage time is in excess of thirty (30) minutes, the employee shall be provided
11 with one (1) hour of credit for replacement service.
12

13 10. **Elementary Preparation:**
14

- 15 a. In the elementary school, limited preparation time may be arranged at
16 individual school sites through staffing patterns that (1) are educationally
17 justifiable; (2) do not reduce total instruction time for students; (3) are
18 developed jointly by the affected teaching staff and the site manager; and (4)
19 are approved by the appropriate assistant/deputy superintendent.
20
- 21 b. At the elementary teacher's discretion, library time may be used as a
22 preparation period when a credentialed librarian is scheduled to work with the
23 entire class.
24
- 25 c. A school is not precluded from identifying additional opportunities for
26 preparation time, especially for teachers of grades four and five, if the school's
27 regularly scheduled, general funded, certificated staffing permits.
28
- 29 d. Teachers in Grades 1-5 shall receive a designated preparation time of 40
30 minutes on dates identified by the District. Thursday shall be the scheduled
31 preparation day which shall remain the same for all affected schools within
32 the District. The dates shall be identified prior to the start of the new school
33 year. The instructional minutes for Grades 1 through 5 must be consistent with
34 the instructional minutes identified by the District for the particular grade
35 level. Preparation periods shall normally be scheduled 35 times a year; but
36 may be less in some years due to the placement of school holidays on the
37 approved calendar. Scheduled preparation days shall not be changed due to
38 conflicts on the calendar, such as Back-to-School Night, Open House and
39 Parent Conferences.
40
- 41 e. Except in cases of emergencies, no meetings shall be scheduled by the site
42 administrator during the scheduled preparation period. However, this does not
43 preclude a teacher from scheduling and participating in meetings of their
44 choice during this time.
45

1 f. No waivers shall be accepted or approved to modify the 40-minute preparation
2 period for teachers.

3
4 g. The designated 40-minute preparation period is part of the teachers' regular
5 workday.
6

7 11. Employees who request and are granted a part-time assignment shall have a
8 minimum on-site responsibility exclusive of any duty-free lunch period proportionate
9 to their contract assignment. Elementary part-time teachers who teach half of the
10 normal instructional time shall have a workday that is one-half (1/2) the workday of
11 a full-time teacher. Secondary part-time teachers who are assigned to three (3)
12 instructional periods shall have a workday that is one-half (1/2) the workday of a full
13 time teacher; other workdays shall be based upon the principle that exclusive of the
14 lunch period, six (6) periods plus required time before and after classes constitute a
15 full-time assignment. Teachers who work less than full-time shall not be scheduled
16 for a preparation period as part of the workday. Employees who work half-time or
17 less shall be exempt from all extra-duty responsibilities except for faculty meetings
18 which are contiguous with the employee's workday and annual open house activities.
19

20 12. At Alternative Education Sites not operating on a traditional on-site workday, it is
21 agreed that the professional duties of employees require both on-site and off-site hours
22 of work, that the varying nature of such professional duties may not lend itself to a
23 total maximum daily work time of definite or uniform length, and that such duties are
24 normally expected to involve no fewer than six (6) hours at the site except on staff
25 minimum days and no fewer than eight (8) hours of total effort each workday for both
26 classroom and non-classroom employees.
27

28 13. **Instructional Day.**
29

30 The hours of employment defined in Sections A.1., A.2., and A.3. above shall include
31 at least the required number of instructional minutes to qualify for incentive funding
32 provided in Education Code, Section 46201. The designation of instructional time
33 shall conform to the law. Subject to the foregoing, the minimum number of
34 instructional minutes shall be:
35

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

41 except that:
42

43 a. Schools with an organizational pattern of Grades K-8 shall provide a
44 minimum of 54,000 instructional minutes for Grades 7 and 8.
45

- 1 b. Schools which exceed the above required minimum number of instructional
2 minutes for specified grade levels shall make no adjustment to reduce the
3 number of instructional minutes at these grade levels without the express
4 written consent of the appropriate assistant/deputy superintendent.
5

6 14. **Electronic Grading and Communication System**
7

8 At the secondary level, an online gradebook shall be maintained and updated
9 by the unit member at least each month, or more frequently as determined by
10 the Site Shared Decision Making Committee. Grades shall be submitted
11 electronically by the unit members at all grade levels at the designated
12 reporting periods. Grading guidelines and reporting period dates shall be
13 provided at the beginning of the school year by the site administrator or
14 designee. Any technology failure shall be reported immediately by the
15 affected unit member to the site administrator and/or designated support
16 personnel (e.g. help desk).
17

18 15. **Job Sharing:**
19

- 20 a. The Job Sharing Program is one in which two (2) permanent employees share
21 the full responsibilities and the contract of employment of one (1) identifiable
22 full-time position. The shared teaching assignment shall be (1) fifty-fifty (50-
23 50) percent or (2) sixty-forty (60-40) percent. The sharing shall be on a
24 proportional division of the school day or of the school week.
25
- 26 b. Applicants must be willing to provide a written commitment to serve a
27 minimum of one (1) year in the shared position. If, because of extenuating
28 circumstances, one of the participants cannot continue in a part-time
29 assignment during the year, the District is under no obligation to return the
30 individual to a full-time assignment until the following year; but the District
31 may consider an earlier return if a position is available.
32
- 33 c. Job sharing assignments shall be filled only by teachers who have jointly
34 requested to work together. A listing of teachers interested in job sharing will
35 be maintained by both the Certificated Personnel Office and the Teachers
36 Association.
37
- 38 d. Applicants shall submit a joint written application to the affected site
39 manager(s) showing the names of the participants, positions affected, the
40 proposed sharing schedule, division of adjunct duties, and the potential benefit
41 to students. Mutual agreement between the two (2) employees, the principal,
42 the appropriate assistant/deputy superintendent, and the Assistant
43 Superintendent, Human Resource Services, is required before the job sharing
44 assignment can be implemented. Applications shall be submitted on or
45 before March 1.
46

- 1 e. Individual job sharing assignments will normally be evaluated prior to March
2 1. A decision with respect to continuance of each program will be made on or
3 before April 15.
- 4
- 5 f. Salary will be the prorated share of the amount an employee would have
6 earned had the employee not elected to exercise the option to participate
7 in job sharing. The contribution to STRS/PERS will be based upon the
8 amount of salary actually earned by the participant.
- 9
- 10 g. Job sharers will receive full District health and welfare benefits. The
11 District will contribute premiums on a prorated basis and participants will pay
12 the remainder of the required premiums. Employees not opting for District
13 health coverage shall provide evidence of health insurance from another
14 source.
- 15
- 16 h. The employee in a shared assignment will receive all contractual leaves on a
17 prorated basis.
- 18
- 19 i. If an employee on shared assignment is absent, the other party, whenever
20 possible and with the approval of the site manager, will trade days with his/her
21 partner or will agree to substitute for his/her partner in a regular substitute
22 status at the regular substitute rate.
- 23
- 24 j. The employee on a shared contract will be expected to participate in
25 professional responsibilities such as, but not limited to, the following:
26 participation in school, district-wide, and parent-community committees;
27 faculty meetings; Back-to-School Night activities; parent/teacher conferences;
28 report card preparation. Details of shared responsibilities are defined in the
29 application.
- 30
- 31 k. If, because of extenuating circumstances, one partner cannot continue in the
32 shared assignment, one of the following shall occur:
- 33
- 34 (1) The remaining participant fills the previously shared position on a full-
35 time basis;
- 36
- 37 (2) A new partner, mutually agreeable to parties, replaces the non-
38 continuing partner;
- 39
- 40 (3) The remaining participant applies for a leave for which
41 he/she is eligible.
- 42
- 43 (4) The remaining participant submits his or her resignation.
- 44
- 45 l. Continuation of any job sharing partnership is contingent upon the annual
46 mutual agreement of all parties.

1
2 m. Prior to approval of any job sharing agreement the two teachers involved shall
3 agree which of them shall remain at the site should the partnership be
4 dissolved and both desire full-time assignment at that site but only one
5 opening exists. In any circumstance, participants would have access to the
6 District's voluntary transfer procedure.
7

8 16. **Parent/Teacher Conferences.** K-5 classroom teachers in a K-5 or K-8 school shall
9 have six (6) minimum days in the fall and two (2) minimum days in the spring for
10 parent/teacher conferences.
11

12 For seven (7) days in the fall and five (5) days in the spring kindergarten teachers shall
13 be exempt from the provision in Article V.A.2. These hours shall be available instead
14 for parent/teacher conferences.
15

16 17. **Library Media Teachers.**
17

18 a. A library media teacher who maintains the library media center open for at
19 least fifteen (15) minutes before school and fifteen (15) minutes after school
20 will not be assigned bus and recess/nutrition duty.
21

22 b. Secondary classroom teachers shall stay with their classes when bringing them
23 to the library media center; elementary teachers shall escort their classes to
24 and from the library media center.
25

26 c. For classes brought to the library media center, contractual staffing ratios
27 (including LMT and aides) shall be observed, except during Testing Periods
28 or for special, occasional activities as determined by Site Based Decision
29 Making.
30

31 d. Library Media Centers will close during the final week of school to allow
32 LMTs time to close the library, conduct inventory, and complete other
33 oversight tasks that are essential to running an effective library media
34 program. The standard period for closing a library media center shall equal
35 the number of days it is scheduled to be open during a regular week during the
36 school year; the LMT in consultation with the site administrator may
37 recommend a lesser or greater period depending upon the size of the center.
38

39 e. At the secondary level, the LMT at his/her discretion may continue to utilize
40 a flexible schedule in order to service the entire school. At the elementary
41 level, the LMTs may utilize flexible scheduling for 20% of their scheduled
42 work week at that particular site in order to permit collaborations with
43 classroom teachers and their students for in-depth learning and research.
44
45
46

1 18. Speech Language Pathologists

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

9
10 The Preschool SLP caseload shall be as stipulated in Education Code
11 56441.7. The District and the Association will review caseloads four (4)
12 times per school year.

13
14 B. **WORK YEAR:**

15
16 1. **Teachers** (including nurses, teachers on special assignment, and librarians):

- 17
18 a. **Traditional Schedule.** The assigned work year shall be from the first day of
19 the fall semester to the last day of the spring semester, inclusive. The school
20 year encompasses (10.5) pay periods totaling two hundred and four (204)
21 assigned days (one hundred eighty-two [182] actual duty days), dates which
22 are specified in the calendars (see Appendix A). It is further agreed that in
23 the middle and senior high schools two shortened days for pupils will be
24 scheduled at times to be approved by the appropriate assistant/deputy
25 superintendent.

26
27 The first and last days of the work year for all bargaining unit employees shall
28 be pupil free. All bargaining unit employees will have no fewer than four (4)
29 hours on each of these days to prepare for the starting and closing of school.

30
31 2. **Program Facilitators:**

- 32
33 a. **Traditional Schedule.** The assigned work year shall encompass two hundred
34 twelve (212) assigned days (one hundred eighty-eight [188] actual days), dates for
35 which are specified in the calendars (see Appendix A).
36
37 b. Based on identified program needs and the availability of sufficient special project
38 funds at individual school sites, program facilitators may request election for
39 additional service either before or after the regularly assigned work year, or during
40 designated non-work periods at year-round schools.

- 41
42 3. **Split Assignments.** In cases of split assignments, employees so affected shall work
43 each assigned day a number of hours which reflects the employee's assignments. A
44 split assignment refers to a full-time employee whose contract assignment includes
45 two job classifications (Example: teacher/program facilitator).
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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.
 - c. 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 effective 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.

 7. **Traveling Teachers in Secondary Schools.** Except in the most extraordinary circumstances, secondary teachers serving in their initial year in the profession will not be scheduled as traveling teachers.