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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 and posted on the school’s website and the District approved learning management system teacher’s page 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 except that if District meetings are scheduled on Friday another "early day" may be designated. Teachers of kindergarten (“Kindergarten” includes transitional kindergarten, as defined in Education Code Section 48000) and the first three grades remain on duty as long as teachers of the fourth and fifth grades, unless excused earlier by the principal.

Beginning the 2022-23 school year, TALB and the District agree to convene a joint committee to meet quarterly to review program, support, professional development, analyze data and provide recommendations for improvement. This committee will continue through the length of this contract 2024-2025.

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  
2 Historically, the secondary teacher workday is comprised of six periods (one of which  
3 is a conference period). Block Schedules and 7-period day schedules are alternate  
4 schedule options for secondary school sites. Administration and the Site Based  
5 Decision Making (SDM) will mutually agree upon the schedule format. In the  
6 absence of SDM, the Instructional Leadership Team (ILT) made up of a majority of  
7 teachers, may serve this role. Schedule formats must include a daily conference and  
8 may not exceed maximum student contacts. Approval of the schedule will be based  
9 on a majority of (50% plus 1) vote of those Bargaining Unit Members voting. The  
10 voting process will only occur to change a schedule. Approved schedules must remain  
11 intact for two (2) years. In the event of a fiscal emergency and/or changes in law  
12 impacting schedules, this process may be revisited by the District prior to the  
13 expiration of the two-year term after consultation with TALB. If a teacher volunteers  
14 to teach an additional class during his/her conference period his/her instructional day  
15 is extended approximately one hour before or after the regular instructional day to  
16 provide the employee with the conference period allowed for in this Agreement.  
17

- 18 4. During any school month, certificated staff may be required to attend on-site meetings  
19 not to exceed a total of four (4) hours beyond the instructional day or duty day for  
20 counselors and psychologists. Two (2) additional hourly monthly meetings may be  
21 added at the discretion of the bargaining unit and principal. The necessity for  
22 conducting the two (2) hourly meetings shall be determined monthly at each site by  
23 either a simple majority secret ballot vote of the bargaining unit employees who  
24 actually vote on the proposal and principal or by the site shared decision-making body.  
25 The determination of which process will be used shall be by an annual majority secret  
26 ballot vote of the bargaining unit and principal.  
27

28 Attendance is required at only those meetings authorized by the principal. Such  
29 meetings may be held before or after school and should be approximately one hour or  
30 less in length. Site meetings beyond the instructional day in a typical school month  
31 would include two (2) faculty meetings and two (2) other meetings; (e.g., grade level,  
32 department, program review and/or in-service). In the event of a school or District  
33 emergency, or urgent school business, principals may call additional meetings with  
34 the approval of the appropriate assistant/deputy superintendent.  
35

36 Special education teachers may be required to attend one off-site in-service meeting  
37 per month as authorized by the Assistant Superintendent, Special Education. Such  
38 off-site meetings beyond the instructional day should be approximately one hour or  
39 less in length and will be included in the monthly computation.  
40

41 During the term of this Agreement, the District shall maintain its practice of treating  
42 IEP meetings as mandatory; bargaining unit members attending such meetings beyond  
43 the duty day and in excess of four hours per month shall be paid therefore at their  
44 regular hourly rate provided they submit the Documentation of Mandatory Meeting  
45 Form to the Office of School Support Services.  
46

- 1           5.       The on-site workday for other unit members shall be as follows:  
2                    On-site work hours for secondary school librarians and program facilitators shall be  
3                    eight (8) hours per day exclusive of lunch, except Friday when they may leave twenty  
4                    (20) minutes prior to the end of their regularly assigned 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 prior to  
8                    the end of their regularly assigned workday. If the principal or his/her designee  
9                    determines it is necessary for the employee to remain on-site to perform the assigned  
10                   duties of the position or to fulfill his/her professional obligations appropriate to his/her  
11                   assignment, the principal or his/her designee shall direct the employee to remain on-  
12                   site up to a maximum of eight (8) hours a day.  
13  
14                   The on-site workday for counselors and psychologist shall be eight (8) hours per day  
15                   exclusive of lunch.  
16  
17                   Modifications of the on-site work hours and the "early day" may be mutually agreed  
18                   to by the employee and the site manager to accommodate a variety of job  
19                   responsibilities that may be accomplished at a location other than the school site  
20                   and/or outside of normal working hours. Driving time between District sites shall be  
21                   included as part of the normal working day exclusive of the duty-free lunch period.  
22  
23           6.       Modification in the students' schedule shall have no effect on the unit member's  
24                   workday as described above, except for Back-to-School Night in the fall and Open  
25                   House in the spring. Additional exceptions may be approved by the appropriate  
26                   assistant/deputy superintendent  
27  
28           7.       It is recognized that in carrying out job responsibilities, each employee shall perform  
29                   many duties and adjunct responsibilities which occur outside of the scheduled on-site  
30                   duty day. Such duties may involve activities such as supervision of pupils,  
31                   sponsorship of student activities, and participation in school, districtwide, and parent-  
32                   community committees and/or functions. It is intended that such adjunct duties will be  
33                   assumed equitably by all unit members. Volunteers will be sought and a site shared  
34                   decision-making process may be used to distribute adjunct duties; however, if there  
35                   are insufficient volunteers, the manager retains the right to assign unit members to  
36                   meet the needs of the school. The maximum expectancy for any secondary school  
37                   teacher shall be twenty (20) hours per semester or forty (40) per year, exclusive of  
38                   faculty/department meetings.  
39  
40                   Psychologists and counselors will not be subject to adjunct duty as described for  
41                   teachers. However, Psychologists and counselors are responsible for coordination  
42                   with outside agencies such as , but not limited to, Department of Family Services  
43                   response, working with psychiatric response teams and School Based Mental Health.  
44  
45           8.       All unit members shall be entitled to the statutory minimum duty-free lunch period of  
46                   thirty (30) minutes. This entitlement also refers to alternate lunch schedules adopted

1 because of inclement weather. Normally, teachers can expect to have the same length  
 2 of lunch period as students except that the site manager may assign employees to  
 3 supervisory duties during the passing periods and/or to meet the occasional needs of  
 4 the school lunch period situation.  
 5

- 6 9. The scheduled preparation period at the secondary level is defined as paid working time  
 7 for the specific purposes of preparing materials; conferring with students, parents,  
 8 support staff, and administrators; and other duties subject to assignment by the  
 9 principal. It may also, if deemed necessary by the immediate site manager, be used for  
 10 providing replacement services (class coverage) for a temporarily absent unit member.  
 11

12 Replacement service may be required when another teacher is absent, no substitute is  
 13 immediately available and, in the judgment of the administrator, no other certificated  
 14 employee is available. Over the course of the school year the site manager shall  
 15 distribute these occasional replacement assignments as equitably as possible among all  
 16 available non-classroom certificated personnel and unit members. A record of  
 17 equitable assignments shall be accessible to employees. When a unit member is  
 18 assigned to provide such replacement service, the first two (2) hours, cumulative, per  
 19 school year of such service shall be deducted from the employee's maximum  
 20 expectancy (twenty [20] hours per semester or forty (40) per year) for adjunct duties.  
 21 When a unit member is assigned to provide replacement service in excess of two (2)  
 22 hours, cumulative, the unit member shall be paid for such excess service at the  
 23 substitute hourly rate, Schedule P, and shall be required to remain on-site after his/her  
 24 duty day for an equivalent number of minutes of preparation.  
 25

26 Efforts will be made to assign non-bargaining unit employees to provide replacement  
 27 service. If a bargaining unit member who has been asked to provide replacement  
 28 service is relieved by such an employee within the first twenty (20) minutes of service,  
 29 the bargaining unit member will be credited with thirty (30) minutes of coverage. If  
 30 the coverage time is in excess of thirty (30) minutes, the employee shall be provided  
 31 with one (1) hour of credit for replacement service.  
 32

33 10. **Elementary Preparation:**  
 34

- 35 a. In the elementary school, limited preparation time may be arranged at  
 36 individual school sites through staffing patterns that (1) are educationally  
 37 justifiable; (2) do not reduce total instruction time for students; (3) are  
 38 developed jointly by the affected teaching staff and the site manager; and (4)  
 39 are approved by the appropriate assistant/deputy superintendent.  
 40  
 41 b. At the elementary teacher's discretion, library time may be used as a  
 42 preparation period when a credentialed librarian is scheduled to work with the  
 43 entire class.  
 44

- 1 c. A school is not precluded from identifying additional opportunities for  
 2 preparation time, especially for teachers of grades four and five, if the school's  
 3 regularly scheduled, general funded, certificated staffing permits.  
 4
- 5 d. Teachers in Grades 1-5 shall receive a designated preparation time of 40  
 6 minutes on dates identified by the District. Thursday shall be the scheduled  
 7 preparation day which shall remain the same for all affected schools within  
 8 the District. The dates shall be identified prior to the start of the new school  
 9 year. The instructional minutes for Grades 1 through 5 must be consistent with  
 10 the instructional minutes identified by the District for the particular grade  
 11 level. Preparation periods shall normally be scheduled 35 times a year; but  
 12 may be less in some years due to the placement of school holidays on the  
 13 approved calendar. Scheduled preparation days shall not be changed due to  
 14 conflicts on the calendar, such as Back-to-School Night, Open House and  
 15 Parent Conferences.  
 16
- 17 e. Except in cases of emergencies, no meetings shall be scheduled by the site  
 18 administrator during the scheduled preparation period. However, this does not  
 19 preclude a teacher from scheduling and participating in meetings of their  
 20 choice during this time.  
 21
- 22 f. No waivers shall be accepted or approved to modify the 40-minute preparation  
 23 period for teachers.  
 24
- 25 g. The designated 40-minute preparation period is part of the teachers' regular  
 26 workday.  
 27
- 28 11. Employees who request and are granted a part-time assignment shall have a  
 29 minimum on-site responsibility exclusive of any duty-free lunch period proportionate  
 30 to their contract assignment. Elementary part-time teachers who teach half of the  
 31 normal instructional time shall have a workday that is one-half (1/2) the workday of  
 32 a full-time teacher. Secondary part-time teachers who are assigned to three (3)  
 33 instructional periods shall have a workday that is one-half (1/2) the workday of a full  
 34 time teacher; other workdays shall be based upon the principle that exclusive of the  
 35 lunch period, six (6) periods plus required time before and after classes constitute a  
 36 full-time assignment. Teachers who work less than full-time shall not be scheduled  
 37 for a preparation period as part of the workday. Employees who work half-time or  
 38 less shall be exempt from all extra-duty responsibilities except for faculty meetings  
 39 which are contiguous with the employee's workday and annual open house activities.  
 40
- 41 12. At Alternative Education Sites not operating on a traditional on-site workday, it is  
 42 agreed that the professional duties of employees require both on-site and off-site hours  
 43 of work, that the varying nature of such professional duties may not lend itself to a  
 44 total maximum daily work time of definite or uniform length, and that such duties are  
 45 normally expected to involve no fewer than six (6) hours at the site except on staff

1 minimum days and no fewer than eight (8) hours of total effort each workday for both  
 2 classroom and non-classroom employees.

3  
 4 **13. Instructional Day.**

5  
 6 The hours of employment defined in Sections A.1., A.2., and A.3. above shall include  
 7 at least the required number of instructional minutes to qualify for incentive funding  
 8 provided in Education Code, Section 46201. The designation of instructional time  
 9 shall conform to the law. Subject to the foregoing, the minimum number of  
 10 instructional minutes shall be:

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

16  
 17 except that:

- 18  
 19 a. Schools with an organizational pattern of Grades K-8 shall provide a  
 20 minimum of 54,000 instructional minutes for Grades 7 and 8.  
 21  
 22 b. Schools which exceed the above required minimum number of instructional  
 23 minutes for specified grade levels shall make no adjustment to reduce the  
 24 number of instructional minutes at these grade levels without the express  
 25 written consent of the appropriate assistant/deputy superintendent.  
 26

27 **14. Electronic Grading and Communication System**

28  
 29 At the secondary level, an online gradebook shall be maintained and updated  
 30 by the unit member at least each month, or more frequently as determined by  
 31 the Site Shared Decision Making Committee. Grades shall be submitted  
 32 electronically by the unit members at all grade levels at the designated  
 33 reporting periods. Grading guidelines and reporting period dates shall be  
 34 provided at the beginning of the school year by the site administrator or  
 35 designee. Grade reporting periods shall align with state mandates. Any  
 36 technology failure shall be reported immediately by the affected unit member  
 37 to the site administrator and/or designated support personnel (e.g. help desk).  
 38

39 **15. Job Sharing:**

- 40  
 41 a. The Job Sharing Program is one in which two (2) permanent employees share  
 42 the full responsibilities and the contract of employment of one (1) identifiable  
 43 full-time position. The shared teaching assignment shall be (1) fifty-fifty (50-  
 44 50) percent or (2) sixty-forty (60-40) percent. The sharing shall be on a  
 45 proportional division of the school day or of the school week.  
 46

- 1           b.       Applicants must be willing to provide a written commitment to serve a  
2               minimum of one (1) year in the shared position. If, because of extenuating  
3               circumstances, one of the participants cannot continue in a part-time  
4               assignment during the year, the District is under no obligation to return the  
5               individual to a full-time assignment until the following year; but the District  
6               may consider an earlier return if a position is available.  
7
- 8           c.       Job sharing assignments shall be filled only by teachers who have jointly  
9               requested to work together. A listing of               teachers interested in job  
10              sharing will be maintained by both the Certificated Personnel Office and the  
11              Teachers Association.  
12
- 13          d.       Applicants shall submit a joint written application to the affected site  
14               manager(s) showing the names of the participants, positions affected, the  
15               proposed sharing schedule, division of adjunct duties, and the potential benefit  
16               to students. Mutual agreement between the two (2) employees, the principal,  
17               the appropriate assistant/deputy superintendent, and the Assistant  
18               Superintendent, Human Resource Services, is required before the job sharing  
19               assignment can be implemented. Applications shall be submitted on or  
20               before March 1.  
21
- 22          e.       Individual job sharing assignments will normally be evaluated prior to March  
23               1. A decision with respect to continuance of each program will be made on or  
24               before April 15.  
25
- 26          f.       Salary will be the prorated share of the amount an employee would have  
27               earned had the employee not elected to exercise the option to participate  
28               in job sharing. The contribution to STRS/PERS will be based upon the  
29               amount of salary actually earned by the participant.  
30
- 31          g.       Job sharers will receive full District health and welfare benefits. The  
32               District will contribute premiums on a prorated basis and participants will pay  
33               the remainder of the required premiums. Employees not opting for District  
34               health coverage shall provide evidence of health insurance from another  
35               source.  
36
- 37          h.       The employee in a shared assignment will receive all contractual leaves on a  
38               prorated basis.  
39
- 40          i.       If an employee on shared assignment is absent, the other party, whenever  
41               possible and with the approval of the site manager, will trade days with his/her  
42               partner or will agree to substitute for his/her partner in a regular substitute  
43               status at the regular substitute rate.  
44
- 45          j.       The employee on a shared contract will be expected to participate in  
46               professional responsibilities such as, but not limited to, the following:

1 participation in school, district-wide, and parent-community committees;  
 2 faculty meetings; Back-to-School Night activities; parent/teacher conferences;  
 3 report card preparation. Details of shared responsibilities are defined in the  
 4 application.

5  
 6 k. If, because of extenuating circumstances, one partner cannot continue in the  
 7 shared assignment, one of the following shall occur:

8  
 9 (1) The remaining participant fills the previously shared position on a full-  
 10 time basis;

11  
 12 (2) A new partner, mutually agreeable to parties, replaces the non-  
 13 continuing partner;

14  
 15 (3) The remaining participant applies for a leave for which  
 16 he/she is eligible.

17  
 18 (4) The remaining participant submits his or her resignation.

19  
 20 l. Continuation of any job sharing partnership is contingent upon the annual  
 21 mutual agreement of all parties.

22  
 23 m. Prior to approval of any job sharing agreement the two teachers involved shall  
 24 agree which of them shall remain at the site should the partnership be  
 25 dissolved and both desire full-time assignment at that site but only one  
 26 opening exists. In any circumstance, participants would have access to the  
 27 District's voluntary transfer procedure.

28  
 29 16. **Parent/Teacher Conferences.** K-5 classroom teachers in a K-5 or K-8 school shall  
 30 have six (6) minimum days in the fall and two (2) minimum days in the spring for  
 31 parent/teacher conferences.

32  
 33 For seven (7) days in the fall and five (5) days in the spring kindergarten teachers shall  
 34 be exempt from the provision in Article V.A.2. These hours shall be available instead  
 35 for parent/teacher conferences.

36  
 37 17. **Library Media Teachers.**

38  
 39 a. A library media teacher who maintains the library media center open for at  
 40 least fifteen (15) minutes before school and fifteen (15) minutes after school  
 41 will not be assigned bus and recess/nutrition duty.

42  
 43 b. Secondary classroom teachers shall stay with their classes when bringing them  
 44 to the library media center; elementary teachers shall escort their classes to  
 45 and from the library media center.

46

- c. For classes brought to the library media center, contractual staffing ratios (including LMT and aides) shall be observed, except during Testing Periods or for special, occasional activities as determined by Site Based Decision Making.
- d. Library Media Centers will close during the final week of school to allow LMTs time to close the library, conduct inventory, and complete other oversight tasks that are essential to running an effective library media program. The standard period for closing a library media center shall equal the number of days it is scheduled to be open during a regular week during the school year; the LMT in consultation with the site administrator may recommend a lesser or greater period depending upon the size of the center.
- e. At the secondary level, the LMT at his/her discretion may continue to utilize a flexible schedule in order to service the entire school. At the elementary level, the LMTs may utilize flexible scheduling for 20% of their scheduled work week at that particular site in order to permit collaborations with classroom teachers and their students for in-depth learning and research.

18. Speech Language Pathologists

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.

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

B. **WORK YEAR:**

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

- 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 (10.5) 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.

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

5                   2.     **Program Facilitators:**  
 6

7                   a.     **Traditional Schedule.** The assigned work year shall encompass two hundred  
 8                   twelve (212) assigned days (one hundred eighty-eight [188] actual days), dates for  
 9                   which are specified in the calendars (see Appendix A).  
 10

11                   b.     Based on identified program needs and the availability of sufficient special project  
 12                   funds at individual school sites, program facilitators may request election for  
 13                   additional service either before or after the regularly assigned work year, or during  
 14                   designated non-work periods at year-round schools.  
 15

16                   3.     **Counselors and School Psychologists:**  
 17

18                   a.     Traditional Schedule. The assigned work year shall encompass two hundred  
 19                   twenty (220) assigned days (one hundred ninety-three [193] actual days), and  
 20                   dates for which are specified in calendars (see Appendix A).  
 21

22                   4.     **Split Assignments.** In cases of split assignments, employees so affected shall work  
 23                   each assigned day a number of hours which reflects the employee's assignments. A  
 24                   split assignment refers to a full-time employee whose contract assignment includes  
 25                   two job classifications (Example: teacher/program facilitator).  
 26

27                   5.     **Emergency.** In the event of an emergency or other event resulting in less than the  
 28                   scheduled number of workdays, the District agrees to consult with the Association  
 29                   before determining the number and dates of specific days to be rescheduled to ensure  
 30                   the total contract workdays for all unit employees.  
 31

32                   6.     **Holidays.** The District agrees to grant all employees those non-paid, legal and Board-  
 33                   designated holidays which occur during their specified traditional or year-round  
 34                   calendars.  
 35

36                   a.     Legal holidays shall include Independence Day, Admission Day, Labor Day,  
 37                   Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr.  
 38                   Martin Luther King Jr. Day, Lincoln Day, Presidents Day, and Memorial Day.  
 39

40                   b.     In addition, the District agrees to grant two (2) holidays to be designated by  
 41                   the Board of Education. One of these holidays shall be the Friday following  
 42                   Thanksgiving Day.  
 43

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

1  
2 Consistent with the above provisions, the date of each holiday shall be set forth  
3 in the calendar (see Appendix A).  
4

- 5 7. **Summer School and Intersession Programs.** Teachers elected to provide additional  
6 service during summer school on traditional calendar or intersession programs on  
7 year-round calendars will be compensated per Salary Schedule P.  
8

9 Note: Any changes in leave provisions or other benefits as a result of the collective  
10 bargaining process will apply equally to summer school and intersession program  
11 teachers.  
12

13 All eligible employees will have an opportunity to apply to teach during intersession  
14 or summer school. All employees whose most recent final evaluation is effective in  
15 all areas directly related to classroom instruction and student achievement are eligible  
16 for selection for summer school and intersession employment. Applicants will be  
17 selected based upon (a) the needs of the program to be offered and (b) when  
18 applicable, a system of rotation after having served three consecutive intersessions or  
19 summer school assignments if there are other qualified applicants. When the above  
20 considerations are substantially comparable, decisions shall be based upon length of  
21 service in the District.  
22

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