

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 and counselor’s page indicating times when teachers are available to meet with parents and/or students. Counselors will have one (1) day per week scheduled without supervision for conferring 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

1 for an additional sixty (60) minutes weekly as selected at the professional discretion
 2 of the teacher.
 3

4 Historically, the secondary teacher workday is comprised of six periods (one of which
 5 is a conference period). Block Schedules and 7-period day schedules are alternate
 6 schedule options for secondary school sites. Administration and the Site Based
 7 Decision Making (SDM) will mutually agree upon the schedule format. In the
 8 absence of SDM, the Instructional Leadership Team (ILT) made up of a majority of
 9 teachers, may serve this role. Schedule formats must include a daily conference and
 10 may not exceed maximum student contacts. Approval of the schedule will be based
 11 on a majority of (50% plus 1) vote of those Bargaining Unit Members voting. The
 12 voting process will only occur to change a schedule. Approved schedules must remain
 13 intact for two (2) years. In the event of a fiscal emergency and/or changes in law
 14 impacting schedules, this process may be revisited by the District prior to the
 15 expiration of the two-year term after consultation with TALB. If a teacher volunteers
 16 to teach an additional class during his/her conference period his/her instructional day
 17 is extended approximately one hour before or after the regular instructional day to
 18 provide the employee with the conference period allowed for in this Agreement.
 19

- 20 4. During any school month, certificated staff may be required to attend on-site meetings
 21 not to exceed a total of four (4) hours beyond the instructional day or duty day for
 22 classroom teachers, or duty day for TOSAs, counselors and psychologists. Two (2)
 23 additional hourly monthly meetings may be added at the discretion of the bargaining
 24 unit and principal. The necessity for conducting the two (2) hourly meetings shall be
 25 determined monthly at each site by either a simple majority secret ballot vote of the
 26 bargaining unit employees who actually vote on the proposal and principal or by the
 27 site shared decision-making body. The determination of which process will be used
 28 shall be by an annual majority secret ballot vote of the bargaining unit and principal.
 29

30 Attendance is required at only those meetings authorized by the principal. Such
 31 meetings may be held before or after school and should be approximately one hour or
 32 less in length. Site meetings beyond the instructional day in a typical school month
 33 would include two (2) faculty meetings and two (2) other meetings; (e.g., grade level,
 34 department, program review and/or in-service). In the event of a school or District
 35 emergency, or urgent school business, principals may call additional meetings with
 36 the approval of the appropriate assistant/deputy superintendent.
 37

38 Special education teachers may be required to attend one off-site in-service meeting
 39 per month as authorized by the Assistant Superintendent, Special Education. Such
 40 off-site meetings beyond the instructional day should be approximately one hour or
 41 less in length and will be included in the monthly computation.
 42

43 During the term of this Agreement, the District shall maintain its practice of treating
 44 IEP meetings as mandatory; bargaining unit members attending such meetings beyond
 45 the duty day and in excess of four hours per month shall be paid therefore at their

1 regular hourly rate provided they submit the Documentation of Mandatory Meeting
2 Form to the Office of School Support Services.

3
4 If mandatory meetings occur before or after the counselors'/psychologists' duty day,
5 the counselors/psychologists may have their start or end times adjusted accordingly
6 of the affected day(s). Counselors/psychologists required to attend mandatory site or
7 district meetings beyond their duty day for which their start and/or end time cannot be
8 adjusted, shall be paid at their regular hourly rate, provided they submit the
9 Documentation of Mandatory Meeting Form to the Office of Student Support
10 Services.

- 11
12 5. The on-site workday for other unit members shall be as follows:

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14 On-site work hours for secondary school librarians, Teachers on Special Assignment
15 (TOSAs), and program facilitators shall be eight (8) hours per day exclusive of lunch,
16 except Friday when they may leave twenty (20) minutes prior to the end of their
17 regularly assigned workday.

18
19 On-site work hours for nurses shall be seven and one-half (7.5) hours per day
20 exclusive of lunch, except Friday when they may leave twenty (20) minutes prior to
21 the end of their regularly assigned workday. In cases of emergent student safety, the
22 principal or designee may determine it is necessary for the employee to remain on-site
23 to perform the assigned duties of the position or to fulfill his/her professional
24 obligations appropriate to his/her assignment, the principal or his/her designee shall
25 direct the employee to remain on-site up to a maximum of eight (8) hours a day.

26
27 The on-site workday for counselors and psychologist shall be eight (8) hours per day
28 exclusive of lunch.

29
30 Modifications of the on-site work hours and the "early day" may be mutually agreed
31 to by the employee and the site manager to accommodate a variety of job
32 responsibilities that may be accomplished at a location other than the school site
33 and/or outside of normal working hours. Driving time between District sites shall be
34 included as part of the normal working day exclusive of the duty-free lunch period.

- 35
36 6. Modification in the students' schedule shall have no effect on the unit member's
37 workday as described above, except for Back-to-School Night in the fall and Open
38 House in the spring. Additional exceptions may be approved by the appropriate
39 assistant/deputy superintendent

- 40
41 7. It is recognized that in carrying out job responsibilities, each employee shall perform
42 many duties and adjunct responsibilities which occur outside of the scheduled on-site
43 duty day. Duties include activities such as supervision of pupils, sponsorship of
44 student activities, and participation in school, districtwide, and parent-community
45 committees and/or functions. It is intended that such adjunct duties will be assumed
46 equitably by all unit members. Volunteers will be sought and a site shared decision-

1 making process may be used to distribute adjunct duties; however, if there are
 2 insufficient volunteers, the manager retains the right to assign unit members to meet
 3 the needs of the school. The maximum expectancy for any secondary school teacher
 4 shall be twenty (20) hours per semester or forty (40) per year, exclusive of
 5 faculty/department meetings.
 6

7 Psychologists and counselors will not be subject to adjunct duty as described for
 8 teachers. However, Psychologists and counselors are responsible for coordination
 9 with outside agencies such as, but not limited to, Department of Family Services
 10 response, working with psychiatric response teams and School Based Mental Health.
 11

- 12 8. All unit members shall be entitled to the statutory minimum duty-free lunch period of
 13 thirty (30) minutes. This entitlement also refers to alternate lunch schedules adopted
 14 because of inclement weather. Normally, teachers can expect to have the same length
 15 of lunch period as students except that the site manager may assign employees to
 16 supervisory duties during the passing periods and/or to meet the occasional needs of
 17 the school lunch period situation.
 18

- 19 9. The scheduled preparation period at the secondary level is defined as paid working time
 20 for the specific purposes of preparing materials; conferring with students, parents,
 21 support staff, and administrators; attending IEPs; and other duties subject to assignment
 22 by the principal. It may also, if deemed necessary by the immediate site manager, be
 23 used for providing replacement services (class coverage) for a temporarily absent unit
 24 member.
 25

26 Replacement service may be required when another teacher is absent, no substitute is
 27 immediately available and, in the judgment of the administrator, no other certificated
 28 employee is available. Over the course of the school year the site manager shall
 29 distribute these occasional replacement assignments as equitably as possible among all
 30 available non-classroom certificated personnel and unit members. A record of
 31 equitable assignments shall be accessible to employees. When a unit member is
 32 assigned to provide such replacement service, the first two (2) hours, cumulative, per
 33 school year of such service shall be deducted from the employee's maximum
 34 expectancy (twenty [20] hours per semester or forty (40) per year) for adjunct duties.
 35 When a unit member is assigned to provide replacement service in excess of two (2)
 36 hours, cumulative, the unit member shall be paid for such excess service at the
 37 substitute hourly rate, Schedule P, and shall be required to remain on-site after his/her
 38 duty day for an equivalent number of minutes of preparation.
 39

40 Efforts will be made to assign non-bargaining unit employees to provide replacement
 41 service. If a bargaining unit member who has been asked to provide replacement
 42 service is relieved by such an employee within the first twenty (20) minutes of service,
 43 the bargaining unit member will be credited with thirty (30) minutes of coverage. If
 44 the coverage time is in excess of thirty (30) minutes, the employee shall be provided
 45 with one (1) hour of credit for replacement service.
 46

1 Elementary teachers assigned extra students, as a replacement service for a temporarily
 2 absent unit member, will be compensated \$25 per daily occurrence, after three (3)
 3 occurrences.
 4

5 **10. Testing:**

6 Affected secondary teachers will maintain a conference period during testing
 7 schedules. It is understood the length of a teacher’s conference period may be shorter
 8 in duration during testing schedules. In the event a teacher needs to provide coverage
 9 for a testing session during their conference period, guidelines regarding replacement
 10 service outlined in Article V, Section A9 will be followed. Testing schedules will be
 11 provided to all teachers and published at least ten (10) days in advance.
 12

13 **11. Elementary Preparation:**

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 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.
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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.
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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

- f. No waivers shall be accepted or approved to modify the 40-minute preparation period for teachers.
- g. The designated 40-minute preparation period is part of the teachers’ regular workday.

12. 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.

13. At Alternative Education Sites not operating on a traditional on-site workday, 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 six (6) hours at the site except on staff minimum days and no fewer than eight (8) hours of total effort each workday for both classroom and non-classroom employees.

14. **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.

- 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 15. **Electronic Grading and Communication System**
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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. Grade scheme should be
11 determined and selected by the twentieth day of the school year. Grades shall
12 be submitted electronically by the unit members at all grade levels at the
13 designated reporting periods. Grading guidelines and reporting period dates
14 shall be provided at the beginning of the school year by the site administrator
15 or designee. Grade reporting periods shall align with state mandates. Any
16 technology failure shall be reported immediately by the affected unit member
17 to the site administrator and/or designated support personnel (e.g. help desk).
18

19 16. **Job Sharing:**
20

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

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- 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.
 - 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.

- 1 l. Continuation of any job-sharing partnership is contingent upon the annual
2 mutual agreement of all parties.
3
- 4 m. Prior to approval of any job-sharing agreement the two teachers involved shall
5 agree which of them shall remain at the site should the partnership be
6 dissolved and both desire full-time assignment at that site but only one
7 opening exists. In any circumstance, participants would have access to the
8 District's voluntary transfer procedure.
9

- 10 17. **Parent/Teacher Conferences.** K-5 classroom teachers in a K-5 or K-8 school shall
11 have six (6) minimum days in the fall and two (2) minimum days in the spring for
12 parent/teacher conferences.
13

14 For seven (7) days in the fall and five (5) days in the spring kindergarten teachers shall
15 be exempt from the provision in Article V.A.2. These hours shall be available instead
16 for parent/teacher conferences.
17

- 18 18. **Library Media Teachers**
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- 20 a. A library media teacher who maintains the library media center open for at
21 least fifteen (15) minutes before school and fifteen (15) minutes after school
22 will not be assigned bus and recess/nutrition duty.
23
- 24 b. Secondary classroom teachers shall stay with their classes when bringing them
25 to the library media center; elementary teachers shall escort their classes to
26 and from the library media center.
27
- 28 c. For classes brought to the library media center, contractual staffing ratios
29 (including LMT and aides) shall be observed, except during Testing Periods
30 or for special, occasional activities as determined by Site Based Decision
31 Making.
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- 33 d. Library Media Centers will close during the final week of school to allow
34 LMTs time to close the library, conduct inventory, and complete other
35 oversight tasks that are essential to running an effective library media
36 program. The standard period for closing a library media center shall equal
37 the number of days it is scheduled to be open during a regular week during the
38 school year; the LMT in consultation with the site administrator may
39 recommend a lesser or greater period depending upon the size of the center.
40
- 41 e. At the secondary level, the LMT at his/her discretion may continue to utilize
42 a flexible schedule in order to service the entire school. At the elementary
43 level, the LMTs may utilize flexible scheduling for 20% of their scheduled
44 work week at that particular site in order to permit collaborations with
45 classroom teachers and their students for in-depth learning and research.
46 LMT's without a Media Assistant shall close the library or be provided a

1 substitute when required to attend District Mandated meetings, and
 2 professional development.
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4 19. Speech Language Pathologists
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6 It is agreed that the professional duties of employees require both on-site
 7 and off-site hours of work, that the varying nature of such professional
 8 duties may not lend itself to a total maximum daily work time of definite or
 9 uniform length, and that such duties are normally expected to involve no
 10 fewer than eight (8) hours of total effort each workday for both classroom
 11 and non-classroom employees.
 12

13 The Preschool SLP caseload shall be as stipulated in Education Code
 14 56441.7. The District and the Association will review caseloads four (4)
 15 times per school year.
 16

17 B. **WORK YEAR:**
 18

19 1. **Teachers** (including nurses, teachers on special assignment, and librarians):
 20

- 21 a. **Traditional Schedule.** The assigned work year shall be from the first day of
 22 the fall semester to the last day of the spring semester, inclusive. The school
 23 year encompasses (10.5) pay periods totaling two hundred and nine (209)
 24 assigned days (one hundred eighty-two [182] actual duty days), dates which
 25 are specified in the calendars (see Appendix A). Beginning with the 2024-
 26 2025 school year, the assigned work year will include two (2) pupil free days.
 27 The revised assigned work year will encompass two hundred and eleven
 28 (211) assigned days (one hundred-eighty four [184] actual duty days), dates
 29 which are specified in the calendars (see Appendix A). It is further agreed
 30 that in the middle and senior high schools two shortened days for pupils will
 31 be scheduled at times to be approved by the appropriate assistant/deputy
 32 superintendent.
 33

34 The first and last days of the work year for all bargaining unit employees shall
 35 be pupil free. All bargaining unit employees will have no fewer than four (4)
 36 hours on each of these days to prepare for the starting and closing of school.
 37

38 2. **Program Facilitators:**
 39

- 40 a. **Traditional Schedule.** The assigned work year shall encompass two hundred
 41 twelve (212) assigned days (one hundred eighty-eight [188] actual days), dates for
 42 which are specified in the calendars (see Appendix A).
 43
 44 b. Based on identified program needs and the availability of sufficient special project
 45 funds at individual school sites, program facilitators may request election for

1 additional service either before or after the regularly assigned work year, or during
 2 designated non-work periods at year-round schools.

3
 4 **3. Counselors and School Psychologists:**

5
 6 a. Traditional Schedule. The assigned work year shall encompass two hundred
 7 twenty-four (224) assigned days (one hundred ninety-six [196] actual days), and
 8 dates for which are specified in calendars (see Appendix A).
 9

10 **4. Split Assignments.** In cases of split assignments, employees so affected shall work
 11 each assigned day a number of hours which reflects the employee's assignments. A
 12 split assignment refers to a full-time employee whose contract assignment includes
 13 two job classifications (Example: teacher/program facilitator).
 14

15 **5. Emergency.** In the event of an emergency or other event resulting in less than the
 16 scheduled number of workdays, the District agrees to consult with the Association
 17 before determining the number and dates of specific days to be rescheduled to ensure
 18 the total contract workdays for all unit employees.
 19

20 **6. Holidays.** The District agrees to grant all employees those non-paid, legal and Board-
 21 designated holidays which occur during their specified traditional or year-round
 22 calendars.
 23

24 a. Legal holidays shall include Independence Day, Admission Day, Labor Day,
 25 Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Dr.
 26 Martin Luther King Jr. Day, Lincoln Day, Presidents Day, and Memorial Day,
 27 and Juneteenth.
 28

29 b. In addition, the District agrees to grant two (2) holidays to be designated by
 30 the Board of Education. One of these holidays shall be the Friday following
 31 Thanksgiving Day.
 32

33 c. When a legal holiday falls on Saturday, the preceding Friday shall be
 34 observed as a holiday. When a legal holiday falls on Sunday, the following
 35 Monday shall be observed as a holiday.
 36

37 Consistent with the above provisions, the date of each holiday shall be set forth
 38 in the calendar (see Appendix A).
 39

40 **7. Summer School and Intersession Programs.** Teachers elected to provide additional
 41 service during summer school on traditional calendar or intersession programs on
 42 year-round calendars will be compensated per Salary Schedule P.
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44 Note: Any changes in leave provisions or other benefits as a result of the collective
 45 bargaining process will apply equally to summer school and intersession program
 46 teachers.

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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.

- 8. **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.
- 9. Except in specific situations, teachers will be assigned a 180-day school year (182-day duty year, 184-day duty year beginning in 2024-25). Teachers who are asked to work beyond those days will be compensated at their hourly rate for the additional time.