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ARTICLE 6 - HOURS OF EMPLOYMENT

6.1. Workday

6.1.1 The normal workday responsibilities for the classroom teachers shall include, but not be limited to preparation of lessons and classroom instruction. In order to provide supervision of students, remedial and special assistance to students and to insure school-home communications through conferences with students and parents, all unit members shall be available during the contracted workday. Other activities that are a part of the unit member's responsibility, but do not occur daily and which may involve an extended day include faculty meetings, in-service training, parent conferences, supervision of student activities and parent/community/school meetings. Faculty meetings shall have a written agenda provided to unit member at least two (2) work days prior to the meeting. Failure to provide the agenda shall not result in cancellation of the faculty meeting; however, the next extended day meeting shall be a teacher driven grade level or department collaboration meeting. If the site administrator determines it is not practicable to provide the next extended day as a teacher driven grade level/department collaboration meeting, then the subsequent extended day shall be a teacher driven grade level/department collaboration meeting. However, faculty meetings that extend beyond the contracted workday shall not occur more than once every other week and should not exceed ninety minutes (90) past contract hours. If the Mandatory Online Trainings and Extended Staff Meeting Time MOU is added to the collective bargaining agreement, the extended ninety minutes (90) shall be reduced to sixty minutes (60) past contract hours per the Mandatory Online Trainings and Extended Staff Meeting Time MOU. All in-service trainings that occur outside of the workday shall be voluntary and paid.

6.1.1.1 Beginning in September 2017, and every other month up to four times per year, one (1) hour of teacher driven collaboration meeting time shall occur at each elementary school site, which purpose shall align with the District adopted educational goals and objectives.

6.1.1.2 Written agendas and logs for the elementary collaboration meeting, aligned with District adopted educational goals and objectives shall be written and developed at the sole discretion of the unit members. The

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agenda shall be provided to the site administrator, or designee, at least two (2) days in advance of the meeting and unit members shall keep a log of the activities undertaken in the meetings.

6.1.1.3 These elementary collaboration meetings shall end at the end of the contracted work day and shall not occur on an extended day.

6.1.1.4 By August 31st, the site administrator, or designee, shall identify and notify unit members of the four (4) dates for teacher driven elementary collaboration meetings, which shall be on the weekly early release days.

6.1.1.5 On the Wednesday prior to progress reports and report cards being due, bargaining unit members shall be released from attending any meetings to complete progress reports and report cards.

6.1.2 **Preschool:** The workday for preschool teachers shall be seven (7) hours and thirty (30) Minutes.

6.1.3 **Children Center:** The workday for Children Center teachers shall be seven (7) hours and thirty (30) minutes.

6.1.4 **Elementary:** The workday for kindergarten, primary (1-3), upper grades (4-5) and elementary preparation release teachers shall be six (6) hours and fifty (50) minutes. The normal workday shall accommodate schools observing both slip and non-slip time schedules for students in grades one (1) through three (3).

6.1.5 **Junior High:** The workday for junior high school bargaining unit members shall be seven (7) hours and twenty-five (25) minutes.

6.1.6 **High School:** The workday for high school and continuation high school bargaining unit shall be seven (7) hours and twenty-five (25) minutes.

6.1.7

6.1.7.1 **Adult Education:** The work day for adult education unit member shall be according to the number of classes that are assigned to the unit member.

6.1.7.2 **Adult Education teachers,** who attend District provided professional development, shall be paid at their hourly rate.

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6.1.7.3 Unit members who are currently teaching in an Adult Education assignment during the school year, those unit members shall be selected to continue to teach during the Adult Education Summer Session, provided they have the appropriate credential and the same or similar course is offered. If more than one member applies for the same position, selection shall be considered in the order listed below under "Selection Criteria". Each subsequent criterion will only be considered if a tie between the applicant's results from the preceding criteria, and if there are more applicants than available positions.

Selection Criteria:

1. Credential in the applied subject area: and
2. Recent experience taught in the subject area in the last three (3) years;
and

6.1.7.4 If all else is equal under the Selection Criteria in 6.1.7.3 above, then seniority.

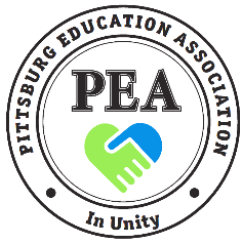
6.1.8 Non-classroom: Bargaining unit members covered by this agreement who are not classroom teachers shall have the following workday:

6.1.8.1 Librarians, Work Experience Teachers and Counselors: The workday for junior high and high school librarians, work experience teachers and counselors shall be the same workday as the classroom teachers at their site. Secondary school counselors and site administrators may mutually agree to a flexible workday, which does not begin or end more than thirty (30) minutes beyond the workday at their site.

6.1.8.2 Psychologists, Behavior Specialists and Speech Therapists: The workday for school psychologists, behavior specialists, and speech therapists shall be 8 hours. Beginning and ending times shall be determined at each individual site by mutual agreement of the bargaining unit member and site principal. The 8 hour day shall include a 45-minute duty free lunch.

6.1.8.3 Resource specialists, Reading Specialists, Literacy Coaches,

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and Teachers on Special Assignment: The workday for resource specialists, literacy coaches, and teachers on special assignment shall be the same workday as the bargaining unit members at the site where they spend the majority of their work week.

6.1.8.4 Other: For job titles not included in those listed above, the workday shall be determined by the immediate supervisor or principal, and shall not exceed an eight (8) hour workday, and shall include a thirty (30) minute duty free lunch; except for those with an 8-hour workday, which shall have a forty-five (45) minute duty free lunch.

6.1.9 Beginning and ending times for the workday, but not the length of the workday may be adjusted by the principal or immediate supervisor.

6.1.9.1 Nothing in this section prohibits a unit member and site administrator from mutually agreeing to a flexible workday, which does not begin or end more than one class period beyond the workday at their site.

6.1.9.2 The parties to this Agreement must bargain any changes in the length of the teachers' workday or any impact within the scope of negotiations to changes in the students' instructional minutes that is not covered by collective bargaining agreements.

6.1.10 Individual exception to the workday requires the approval of the principal and shall not be interpreted as precedent for future exception. On the days when bargaining unit members are scheduled to work, but pupils are not present, on days of an emergency release of pupils, or on shortened instructional days, the workday shall be the same as the regular teaching day unless otherwise noted by the terms of this Agreement.

6.1.11 Elementary schools which become involved in planning new or mandated school plans or programs, may upon request of the site administrator after consultation with bargaining unit members, be granted permission by the District for a modified instructional day. The purpose of such modified instructional day shall be for the preparation and development of these plans and programs.

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6.1.12 Bargaining unit members at the elementary level and special education preschool teachers are entitled to one duty free lunch period of no less than fifty (50) minutes, and bargaining unit members at the junior high and high school levels are entitled to one duty free lunch period of no less than thirty (30) minutes.

6.2 Other Responsibilities

6.2.1 Open House and Back-to-School Night

6.2.1.1 The length of the workday for bargaining unit members K-12 for Open House or Back-to-School Night shall be a minimum workday. The adjusted workday of unit members shall be the day of, or the day following, the activity. On such minimum days the workday of unit members shall be equal to the student instructional day.

6.2.1.2 The reduced student minutes involved in the above-mentioned minimum days shall not jeopardize the required annual instructional minutes required by the state.

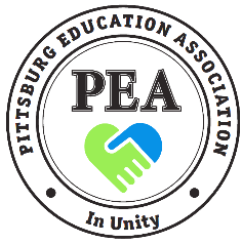
6.2.1.3 If Open House or Back-to-School Night requires Children Center or Preschool Program teachers to work beyond their normal workday, they shall be compensated at the hourly rate of pay established in Article 13.1.6 (B).

6.2.1.4 Based on verification of meeting the required State instructional minutes, add two minutes per day to the 4th/5th grade instructional minutes schedule to create four minimum days (Tue-Fri) for parent/teacher conference for these two grades beginning in the 1998-99 school year.

Third grade teachers who serve in non-class size reduction classroom, will have four minimum days during the parent/teacher conference week, creating a reduction of eighty (80) in instructional minutes during that week.

If Class Size Reduction (CSR) is eliminated in future years the

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PEA and the District shall meet to bargain how to implement additional Parent/Teacher time for the non-CSR classes.

6.2.2 Supervision Duties at the Secondary Level

6.2.2.1 Supervision Duties are defined as those activities which extend a bargaining unit member's regular workday and must involve the supervision of students.

6.2.2.2 Up to ~~twelve (12)~~ ten (10) points of supervision duties in a school year shall be uncompensated. After providing ~~twelve (12)~~ ten (10) points supervision duties bargaining unit members shall be compensated at the hourly rate of pay established in Article 13. For purposes of compensation one point (1) equals one (1) hour.

6.2.2.2.1 A Class Advisor will be credited with six (6) points. Classes that have more than two (2) advisors will be prorated accordingly. A Club Advisor will be credited with six (6) points. Clubs with more than one (1) advisor will be prorated accordingly.

6.2.2.2.2 Points shall be earned according to the Following formula:

- One (1) point per hour/per event supervised until 7:00 p.m.
Two (2) points per hour/per event supervised after 7:00 p.m., on Saturdays or any event prior to the first instructional day of the school year.

6.2.2.3 Supervision Duties shall be shared equitably by all bargaining unit members.

6.2.2.4 Supervision Duties (adjunct duties) at the high school must involve the direct supervision of students: adjunct duties which do not require full faculty participation shall be reasonable and equitable and based on the following process:

6.2.2.4.1 Supervision Duties shall be shared equitably by all bargaining unit members at the site. Equitability shall be based on the anticipated number of hours a unit

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member is involved in after school supervision assignments.

- 6.2.2.4.2** Every effort shall be made to assign bargaining unit members an equal number of supervision duties or equivalent before additional paid extra duties are assigned.
- 6.2.2.4.3** Bargaining unit members shall have the opportunity to self-select supervision duties.
- 6.2.2.4.4** Prior to the teacher's last workday of the school year, the principal or his/her designee shall develop a list of supervision duties for the ensuing school year. This list shall contain at least the following: a list of anticipated events; proposed dates, the number of bargaining unit members needed for each event, the anticipated number of points per event; the total points needed for each event. The completed list of adjunct duties shall be given to each unit member at the high school for review. Suggestions and/or corrections shall be forwarded to the principal or his/her designee.
- 6.2.2.4.5** Prior to the end of the second instructional week, the principal or his/her designee shall make necessary revisions to the list. To determine the number of points each bargaining unit member will be responsible to self-select for the current school year, the total number of points needed to cover all after school supervision assignments shall be divided by the number of bargaining unit members at the site.
- 6.2.2.4.6** Bargaining unit members shall be notified when and where the agreed upon list of after school supervision assignments will be posted. Bargaining unit members shall have one week to self-select their preferred adjunct duties.
- 6.2.2.4.7** The principal or his/her designee, after reviewing and

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analyzing the resulting list for equity and adequate coverage, shall make appropriate assignments where needed.

- 6.2.2.5** Assigned Duties at the Elementary Level: All assigned duties at the elementary level shall be shared equitably by all bargaining members at the site.
- 6.2.2.5.1 Every effort shall be made to assign bargaining unit members an equal number of assigned duties.
 - 6.2.2.5.2 Bargaining unit members shall have the opportunity to self-select supervision duties.
 - 6.2.2.5.3 Prior to the teacher's last workday of the school year, the principal or his/her designee shall develop a list of duties for the ensuing school year. This list shall contain at least the following: a list of the number of bargaining unit members needed for each duty, the anticipated number of minutes per duty. The completed list of duties shall be distributed to each unit member at the site for review. Suggestions and/or corrections shall be forwarded to the principal or his/her designee.
 - 6.2.2.5.4 Prior to the end of the second instructional week, the principal or his/her designee shall make necessary revisions to the list.
 - 6.2.2.5.5 Bargaining unit members shall be notified when and where the agreed upon list of school supervision assignments will be posted. Bargaining unit members shall have one week from notification to self-select their preferred duties.
 - 6.2.2.5.6 The principal or his/her designee, after reviewing and analyzing the resulting list for equity and adequate coverage, shall make appropriate assignments where needed.

6.3 Preparation and Planning

Bargaining unit members shall be paid at the Intervention Hourly Rate for attendance at IEP meetings, 504 meetings, and SST meetings scheduled outside of the unit member's workday.

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Bargaining unit members shall be paid at the Intervention Hourly Rate for attendance at IEP meetings, 504 meetings, and SST meetings scheduled during the bargaining unit member's preparation time.

- 6.3.1** Kindergarten and transitional kindergarten: Bargaining unit members teaching kindergarten and transitional kindergarten shall be provided with the equivalent of three (3) forty-five (45) minute preparation periods per a five-day week, for a total equivalent of one hundred and thirty-five (135) minutes per a five day week. This preparation period shall be provided at time other than when their assigned students are in attendance. This preparation time is set aside for preparation and planning. Exceptions may occur when the normal school day is shortened or classes are rescheduled for specific activities.
- 6.3.2** Elementary: Bargaining unit members teaching in grades one through five in self-contained regular and special education classrooms and prep teachers shall be provided the equivalent of three (3) 45-minute preparation periods per five-day week, for a total equivalent of 135 minutes per a five-day week set aside for preparation and planning. Exceptions may occur when the normal school day is shortened or classes are rescheduled for specific activities.
- 6.3.3** Junior High
- 6.3.3.1** Preparation and Planning: Full-time bargaining unit members teaching junior high school (6-8) shall have one (1) unassigned period per day set aside for preparation and planning. Exceptions may occur when the normal school day is shortened or classes are rescheduled for specific activities. The fifteen minutes before school shall be non-instructional time.
- 6.3.3.2** Effective July 1, 2001, the remaining non-instructional time of at least 30 minutes in the workday shall be dedicated to enhancing the educational program of students. The specific educational activities during this period shall be collaboratively planned by the administrative and teaching staff at each site. Activities may include, but are not limited to, student tutoring, student clubs and activities, parent/teacher conferences, school study team (SST) meetings, strategy/planning meetings to

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develop strategies for implementing standards and increasing student performance, and/or house- and department-level meetings. It is expected that a variety of activities will take place during this time, designed to enhance and enrich the educational program of junior high students.

6.3.3.3 No meeting shall begin sooner than 15 minutes after the end of the students' instructional day.

6.3.3.4 The District and the Association shall establish a Junior High School Task Force to evaluate and make recommendations to the Superintendent to improve the junior high school schedule and programs. The Association and the District shall appoint an equal number of members to the Task Force.

6.3.4 High School: Full-time bargaining unit members teaching high school shall have (1) unassigned period per day set aside for preparation and planning. Exceptions may occur when the normal school day is shortened or classes are re-scheduled for specific activities.

6.3.5 Adult Education: Unit members teaching adult education shall receive one (1) hour of paid preparation ~~at the start of each quarter each week~~ at their ~~Non-Instructional Adult Ed Hourly Rate of Pay~~ ~~hourly rate of pay.~~

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6.4 Compensation for Class Coverage

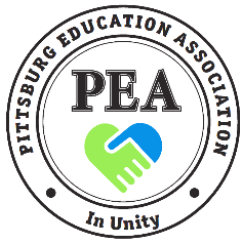
6.4.1 Beginning July, 1, 2012, a bargaining unit member who volunteers or is assigned to teach all or any part of a period during his/her preparation time shall be compensated. Compensation for class coverage shall be one-half (1/2) the Class Coverage hourly rate for the first fifteen (15) minutes of coverage. Compensation for class coverage above (15) minutes shall be at the full Class Coverage hourly rate.

6.4.2 A “period” is defined at the secondary level, as the length of a student period for the day during which the substitution takes place. At the elementary level, a “period” is the length of teacher’s preparation period contained in this Agreement. For Kindergarten, a “period” is defined by forty-five (45) minutes at a time other than when their assigned students are in attendance.

Any bargaining unit member who is assigned class coverage for more than one period when students are present shall be compensated the additional fully credentialed TK-12 CalSTRS retiree substitute rate of pay for the day. Classes or instances where students are divided among multiple classrooms is considered class coverage. When assigning students to classrooms for class coverage, the district shall adhere to class size maximums as stated in Article 8. The district shall also assign students to the closest grade possible where there is vacancy in the classroom. In addition, bargaining unit members who substitute during their regular work day (e.g. kindergarten teachers, teachers on special assignment, etc.) shall be given credit for one-half (1/2) period for the first fifteen (15) minutes of substituting and one full period for substituting that exceeds fifteen (15) minutes. If these bargaining unit members cover more than one prep period, they shall be compensated the additional fully credentialed TK-12 CalSTRS retiree substitute rate of pay for the day.

6.4.3 Each site administrator shall compile a list of bargaining unit members who wish to volunteer for class coverage. The volunteer list shall be posted at a central location chosen by the site administrator and emailed to all bargaining unit members at the site. A second roster shall be compiled listing all the remaining bargaining unit members and their prep times at that site. If no volunteers are available for substituting, substitutes are to be selected from the second list. The second list shall be provided made available to all bargaining unit members via email to review upon request. Bargaining unit

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members shall be requested to substitute on a ~~fair and equitable~~ rotating basis. A 120% contract is authorized only for unit members teaching a class during their preparation period.

6.4.4 Compensation for Adult Education Class Coverage

Bargaining unit members at the Adult Education Center who volunteer or are required to accept students during their regular hours, due to teacher absence or other reason, shall receive the Adult Education Class Coverage Rate per hour of coverage. The process for securing Adult Education Class Coverage by accepting students during their regular hours shall be in accordance with Article 6.4.3. Compensation for voluntary or assigned class coverage for the first fifteen (15) minutes of class shall be at one-half of Adult Education Class Coverage Rate per hour of coverage. Compensation for class coverage by accepting students during their regular hours above fifteen (15) minutes, shall be at the full Adult Education Class Coverage Rate per hour of coverage. Bargaining unit members who volunteer to substitute for a class outside of their regular hours shall be paid at their Adult Education hourly rate.

6.5 Online Mandatory Trainings

6.5.1 Online Mandatory Trainings shall be completed within the contracted work day, not during preparation time, and within the first twenty (20) school days.

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