ARTICLE 7 – LEAVES

2026.11.06 PUSD Article 7 Proposal to PEA
Time: 11:17 AM

7.1 UNAUTHORIZED LEAVE

7.1.1 Unauthorized leave is defined as nonperformance of those duties and responsibilities assigned by the District or misuse of approved leaves. Such leaves can result in loss of compensation and disciplinary action for employees.

7.2 SICK LEAVE

7.2.1 Each employee shall be entitled to sick leave with full pay up to ten (10) working days in each school term. Employees whose regular work year is more than the school year shall earn additional sick leave days pro-rated at the rate of one (1) sick leave day for each additional twenty (20) days worked. The unused portion of sick leave allowance shall be accumulative without limitation. The maximum amount of earned sick leave in any one year shall be twelve (12) days.

7.2.2 Sick leave deduction shall be made for the portion of the normal workday that the employee is absent.

7.2.3 Verification/Return from Sick Leave

7.2.3.1 Following absences of more than four (4) consecutive days due to illness, a doctor's statement may be required before returning to work. Further, the District may ask for a medical verification of illness when there appears to be a pattern of absence(s).

7.2.3.2 Employees returning to work from sick leave involving major surgery or illness shall be required to present a doctor's release verifying medical permission to return to work.

7.2.3.3 Any Unit Member who was hired on or after January 1, 2017 and is a military veteran with military service-connected disability rated at 30% or more by the United Sates Department of Veteran Affairs, shall be entitled to an additional sick leave as set forth in Appendix D.

7.2.4 If an employee is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from his final warrant.

7.2.5 Differential Leave

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7.2.5.1 When a bargaining unit employee is absent from duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill the position during the absence, not to exceed the lowest daily rate paid to a substitute; or, if no substitute were employed, the amount which would have been paid to the substitute.

7.2.5.2 The five (5) month differential pay period shall be consecutive following utilization of annual and accumulated sick leave.

7.2.5.3 The five (5) month period is available per illness or per injury. This applies to extended illness or injury and not daily absences. The balance of a five (5) month period not utilized at the end of a school year shall be available at the beginning of the subsequent school year.

7.2.5.4 A bargaining unit member returning from differential leave shall be reinstated to his/her former position upon request, except when educational needs weigh in favor of a temporary transfer or reassignment.

7.2.5.5 If an employee is unable to return to work at the end of the five (5) month period, he/she shall be placed on a 39-month reemployment list (permanent employee) or a 24-month reemployment list (probationary employee).

7.2.6 At the beginning of each school year, every employee shall receive a sick leave entitlement for the school year. The District shall provide each employee with a written statement of his accrued sick leave total and his sick leave entitlement for the school year. An employee may use his credited sick leave at any time during the school year.

7.2.7 An employee may transfer accumulated sick leave according to the provision of the Education Code.

7.3 MATERNITY LEAVE

7.3.1 A certificated employee of the District who becomes pregnant may take a leave for maternity reasons. Leave for maternity reasons may be either paid or unpaid.

7.3.1.1 Paid Leave: A certificated employee who is pregnant may utilize sick leave during the period of time she is disabled. Disability shall begin at the written request of the employee accompanied by a statement from a duly licensed physician indicating the period of time the employee shall not be physically able to perform her duties. The District may request an examination by a physician designated by the District to determine the ability of the employee to perform her duties. The determination of the

District physician shall be final.

7.3.1.2 Unpaid Leave: Unpaid leave may be granted to pregnant employees:

7.3.1.2.1 At employee's request in lieu of employee utilizing sick leave.

7.3.1.2.2 To extend maternity leave beyond the period of disability.

7.3.1.2.3 Health benefits during unpaid leave may be continued if such unpaid leave does not exceed twenty (20) working days.

7.3.1.2.4 Health benefits may be continued beyond the twenty (20) days unpaid leave if the employee pays for premiums.

7.4 CHILD REARING LEAVE:

7.4.1 See Health, Study, Child Rearing, and Other Leaves. Additional Parental Leave provisions shall be provided as set forth in Appendix D.

7.5 ADOPTION LEAVE:

7.5.1 See Personal Necessity Leave.

7.6 PAID PREGNANCY DISABILITY LEAVE:

Effective January 1, 2027, the eligible District employees may receive up to 14 weeks of paid pregnancy disability leave pursuant to Assembly Bill 126 and Senate Bill 135.

7.7 ~~6~~ INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

7.7.1 Employees having accidents or illnesses arising out of and in the course of employment are covered by Worker's Compensation as outlined below:

A. A maximum of sixty (60) working days of industrial accident or illness leave is allowed in any one fiscal year for the same accident. This leave is not cumulative from year to year.

B. Industrial accident or illness leave commences on the first day of absence and shall be reduced by one (1) day for each day of authorized absence up to the maximum allowable amount.

C. When industrial accident or illness leave has been exhausted, other type of available leave shall then be used.

D. Periods of such leave shall not be considered as a break in service.

E. During all periods of paid leaves of absence all wage loss benefit checks received by the employee shall be endorsed to the District. The District shall then issue the employee appropriate warrants for payment of normal wage or salary and shall deduct retirement and other authorized contributions.

F. Upon termination of the industrial accident or illness leave, the employee shall be entitled to other benefits provided in Article VI and for the purpose of each of these provisions, absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, employee may elect to take as much of accumulative sick leave which, when added to temporary disability indemnity, shall result in a payment of not more than the full salary.

G. While receiving benefits under this section, during periods of illness or injury, the employee shall remain within the state of California, unless the District authorizes travel outside the state.

7.8 ~~7~~ PERSONAL NECESSITY LEAVE

7.8.1 In cases of personal necessity, an employee at his/her election may use up to seven (7) days of sick leave in any school year for any of the following:

A. Death of a member of his/her immediate family. (Member of the immediate family as used in this section includes: mother, father parent substitute or legal guardian, grandmother, grandfather, spouse, registered domestic partner, son, daughter, sister, brother, mother-in-law, father-in-law, son-in-law, brother-in-law, sister-in-law of the employee, grandchild, any person or relative living in the immediate household of the employee or individual for whom the employee serves as a legal guardian, child lost to miscarriage or stillbirth. This leave may be in addition to bereavement leave.

B. Failed adoption, failed surrogacy, or unsuccessful assisted reproduction.

C. Accident, involving his person or property, or the person or property of a member of immediate family.

D. Appearance in court as a litigant; or as a witness under an official order.

E. Serious illness involving hospitalization of a member of the employee's immediate family or serious illness not requiring hospitalization of a member of the employees' immediate family who resides with the employee.

F. Paternity Leave -. Seven (7) days.

G. Adoption of a child by employee - Seven (7) days.

H. Personal Business – Four (4) days for which no reason needs to be given and no prior approval is required. Unit members may take up to two (2) Personal Business days in a week without prior approval. Unit members may take more than two (2) days in a week with prior approval of site administrator or designee. Personal Business Leave taken the day before or the day after a District Calendared Holiday shall require prior approval of site administrator or designee.

7.8.2 Should a personal necessity leave be necessary when an employee has insufficient accumulated sick leave, the salary deduction shall be the substitute's pay and the employee shall receive the difference between the pay to the substitute and regular salary of the employee. In no case shall the deduction be greater than what the employee earns.

7.8.3 Personal necessity leave is not automatic but shall be requested, in writing, and submitted to the site supervisor upon return from such leave. (See 7.7.1.G for exception.) Personal necessity leave may be taken in one-half or full days only. Unit members who are in need of Personal Necessity of less than one-half day due to an emergency, shall only be charged the number of hours actually used.

7.8.4 Special forms for request and verification of personal necessity leave shall be available in the principal's office in each building.

7.9 ~~8~~ BEREAVEMENT LEAVE

7.9.1 An employee is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is greater than 300 miles, on account of the death of any member of his/her immediate family. No deduction shall be made from the salary of such employee, nor shall such leave be deducted from sick leave.

7.9.2 "Member of his/her immediate family" as used in this section means: the mother, father, parent substitute, legal guardian, registered domestic partner (as defined in 12.3.2 below) or any individual for whom the employee serves as a guardian, grandmother, grandfather or grandchild of the employee or of the spouse/registered domestic partner of the employee. The spouse/registered domestic partner, son, son-in-law, mother-in-law, father-in-law, daughter, daughter-in-law, sister-in-law, brother-in-law, brother or sister of the employee, a child lost to miscarriage or stillbirth, or any relative living in the immediate household of the employee.

7.9.3 Verification may be required by site administrator within 30 days following leave being taken. Verification shall be in the form of letters, certificates of death, obituaries, memorial cards and/or any other form of notice.

7.10 ~~9~~ HEALTH, STUDY, CHILD REARING AND OTHER LEAVES

7.10.1 The School Board may grant a leave of absence without pay for health, study, child rearing and other reasons upon the recommendation of the superintendent.

7.10.2 The superintendent may approve leaves of absence without pay for up to ten (10) days in duration. Requests for leaves without pay that exceed ten (10) days in duration may be submitted to the School Board. Such leaves shall not be approved for more than one year in duration.

7.10.2.1 An extension of any leave of absence without pay may be approved by the School Board upon the recommendation of the superintendent.

7.10.3 During the period of such unpaid leaves, health benefits may be continued with the premium being paid by the employee.

7.10.4 Employees on leave without pay shall not earn sick leave or service credit.

7.11~~10~~ SABBATICAL LEAVE

7.11.1 Sabbatical leaves may be granted every year by the School Board where such leaves will improve teaching skills and knowledge of employees.

7.11.2 By its second regular meeting in January, the Board shall determine whether it will consider granting sabbatical leaves for the following school year. The Administration shall communicate such information to the Association and members of the bargaining unit.

7.11.3 Personal Requirements:

A. Seven years continuous service is required in the employment of the Pittsburg Unified School District prior to the granting of the leave.

(1) This service may be interrupted by leaves of absence of other types, but such leaves shall not count as part of the seven years required.

(2) Service under a nationally recognized fellowship foundation approved by the State Board of Education for a period more than one year for research, teaching or lecturing shall be deemed a break in continuity of service, and the period of such absence shall be included in computing the seven consecutive years of service required by this section.

B. Seven additional years of service, following the return from the sabbatical leave shall be required in order to establish eligibility for another sabbatical leave.

C. Eligibility for sabbatical leave shall be limited to persons who have not reached their sixtieth birthday by July 1 of the school year in which the leave will be taken.

D. To be eligible for such leave, the teacher must be tenured at the time the leave commences.

E. Persons accepting leave shall complete in the District twice the length of active service as the length of the sabbatical immediately upon return from this leave if compensation is accepted as part of the leave agreement.

7.11.4 General Requirements**:**

A. An agreement in writing between applicant and the District shall be drawn up specifying work to be done, services to be rendered, and/or purpose and plan of travel during the period of the sabbatical leave.

B. Application for leave to be granted for the following school year must be filed on appropriate form with the Human Resources Office no later than March 1. Early application is strongly recommended. Application shall include a detailed statement of travel and/or study proposed for the period of the leave. The dead-line for application for leave beginning in the spring semester shall be on October 1.

C. Applications for sabbatical leave shall be referred to the Sabbatical Review Panel (composed of 3 members appointed by PEA and 3 members appointed by the District) for review. The successful applicants, up to the number provided for in section 7.10.6, shall be ranked and submitted to the Board for consideration and action.

D. The Professional Growth Panel, as established, shall determine criteria for the purpose of evaluating applications and for establishing priorities where needed. These criteria shall include but not be limited to the following:

(1) District need

(2) Desired training not available in summer sessions or evening sessions of nearby colleges and universities.

(3) Fellowships and grants

(4) Specialized training

(5) Travel for specific purposes

E. Any proposed change in an approved plan of study or travel shall be submitted in advance to the Professional Growth Panel and be approved by that panel and the Assistant Superintendent for Human Resources.

F. Sabbatical leave shall be granted for either one year or one semester and shall commence on July 1 or the beginning day of the spring semester, unless other-wise recommended by the superintendent for the good of the District and approved Board of Education. A second semester's leave may be requested before waiting a second seven years.

G. The individual returning to service from sabbatical leave shall furnish a report to the Human Resources Office, demonstrating that the conditions justifying the leave have been fulfilled. Such a report shall be filed within sixty (60) calendar days after the first day of the semester in which the individual returns to active service in this District. The superintendent may authorize an extension of time not to exceed one semester for purposes of completing the necessary requirements.

H. At the expiration of the leave it shall be the policy of the District to reinstate the employee in his previous position or a similar position.

7.11.5 Compensation and Credit:

A. Persons granted sabbatical leave shall be paid one-half the salary that would have been earned if they were on active service at that time. Individuals shall be paid their salary for the term of the sabbatical leave in the following way:

(1) The individual shall receive one-half salary and full health benefits during the leave, in the same manner as other certificated employees, upon agreement to return to the district for a minimum of service twice the length of the sabbatical. The grantee shall be required to furnish a suitable bond indemnifying the District against loss in the event that the employee fails to render the required service in this District upon return from leave or fails to fulfill the conditions of the leave.

(2) The bond shall be exonerated in the event of failure of the employee to return and render the required service because of death or disability (physical or mental).

B. The employee's normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received by the teacher. The employee may elect to have deducted from the actual salary the amount that would have been contributed by the District and the employee in order to receive a full year's retirement credit.

C. The employee on sabbatical leave shall receive experience increment for the year of leave, since the purpose of the leave is service to this District and its pupils. An individual on semester leave shall receive normal experience increment for the year in which leave is taken, if such individual is in active service for the whole of the other semester of that school year.

D. Units of college credit earned as a condition of this leave may be used to satisfy the increment hurdle and class requirements of the District salary schedule. If credit is to be claimed for salary classification or increment hurdle for the year of the individual's return to active service, transcripts of credits earned shall be filed with the Assistant Superintendent/Personnel in accordance with established District policy. If work is not completed by the deadline established for such notification, the form notice of intention to complete the work shall be filed instead and the transcript may then be

7.13 LEGISLATIVE LEAVE

7.13.1 At the expiration of the leave it shall be the policy of the Board of Education to reinstate the employee in his/her previous position or a similar position for which he/she is qualified.

7.14 ASSOCIATION LEAVE

7.14.1 The District shall ~~may~~ grant to the Association president or ~~his~~ designee ten (10) days release time, or such other time the Association may request in writing under State law, for the purpose of organizational business. The Association shall provide the District at least thirty (30) business ~~Two (2)~~ days prior notification to the superintendent ~~is required~~ to allow time to cover the class(es) and at least thirty (30) business if the Association elects to change the amount of Association leave.

7.14.2 Seven (7) additional days may be granted upon request to and approval from the superintendent.

7.14.3 Costs of substitutes for 7.13.1 and 7.13.2 above, if any, shall be paid by the Association.

7.14.4 Association's President Release Time:

A. The District shall grant up to forty (40) percent or two (2) days per week release time for the Association President, or such other time the Association may request in writing under State law, which supersedes any outstanding MOU(s) on this subject.

B. The Association President shall receive compensation and benefits as though s/he were a regular full-time employee of the District.

C. The Association President shall be advanced on the salary schedule as though s/he was a regular full-time employee.

D. The Association shall reimburse the District for full costs of the release time duty days of the Association President, designee or other officer provided Association leave under State law, within forty-five (45) days of receiving the invoice for reimbursement from the District.

E. Other provisions of Association leave included in this contract are not affected by this leave.

F. The President shall have access to bargaining unit members at school sites when said unit members are not instructing and/or supervising students. When visiting a school site, the Association President shall adhere to the rules and procedures for visitors to the site.

G. By June 1, and after consultation with the District, Association President shall provide the District specific calendar days for the President's leave

for the subsequent school year, with the understanding the Association may need to reschedule leave due to unforeseen circumstances, and that the rescheduled leave can only be denied for specific reasons of educational necessity.

7.15 PROFESSIONAL COMPETENCE COMMISSION LEAVE

7.15.1 The District may release employees who are chosen to serve the Commission on Professional Competence in accordance with the Education Code. Such service shall be considered a professional responsibility and the rights and duties of the employee in rendering such service shall be those contained in the Education Code.

7.16 MILITARY LEAVE

7.16.1 Any employee who is on temporary military leave of absence and who have been in the service of the public agency from which the leave is taken, for a period of not less than one year, immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any absence. Temporary military leave of absence means a leave of absence from public employment to engage in ordered military duty for a period which, by the order, is not to exceed 180 calendar days including travel time.

7.16.2 Such absence does not affect classification and does not constitute a break in service, although such absence may not count as part of the service required as a condition precedent to permanent classification.

7.16.3 A copy of duty orders shall be submitted to the Human Resources Office prior to the commencement of leave.

7.16.4 Upon return from military service, within six months, the employee is entitled to his/her former position at a salary he/she would have received had he/she not been in military service.

7.17 EDUCATIONAL MEETING AND CONFERENCE LEAVE

7.17.1 Employees may be authorized or directed to represent the District at educational meetings, conferences, workshops or official education committees. Employees authorized or directed to attend meetings, etc., shall not suffer loss of salary or sick leave. Employees authorized to attend may be reimbursed up to the full amount of reasonable and actual expenses. Employees directed to attend shall be reimbursed for the full amount of reasonable and actual expenses.

7.18 CATASTROPHIC SICK LEAVE BANK

7.18.1 The Catastrophic Sick Leave Bank shall be created to assist employees who have a long-term illness or disability as verified by a physician and who have exhausted their accumulated sick leave. Only individuals who have contributed to the Bank shall be eligible to draw from the Bank. Once the Association has approved a unit member's application for Association Leave, the unit member shall forward to Human Resources their verified physicians note.

7.18.2 Only bargaining unit members who have ten (10) days of accumulated sick leave may contribute one (1) sick leave day to the Bank. All donations to the Bank shall be irrevocable.

7.18.3 Catastrophic Leave Bank Committee

A. The Association shall establish a Committee to review and approve or deny requests from the Bank.

B. The Committee shall consist of six (6) members. Five voting members shall be appointed by the Association and one ex-officio member shall be appointed by the District.

C. The District's non-voting member shall serve as a communication liaison between the Committee and the District's Business Office.

D. The Committee will treat all applications and attendant information as confidential information.

E. The District, upon request, shall provide the Committee information necessary for administration of the Bank.

7.18.4 The maximum cumulative number of days which any one person may be granted from the Bank during his/her period of employment with the District is thirty (30) days. Members of the Bank may draw from the Bank after all sick leave has been exhausted. A member who draws from the Bank will be paid at his/her regular daily rate of pay. Sick leave from the Bank may not be granted for periods of disability when monies are being paid to the bargaining unit member under Article 7.6 - Industrial Accident or Illness Leave.

7.18.5 Applicants for benefits from the Bank must make application to Association.

7.18.6 At the beginning of each school year there will be a six-week open enrollment period. Bargaining unit members must notify the Sick Leave Bank Committee, in writing, of their desire to participate in the Bank. At the close of the enrollment period, the Association shall notify the Business Office of the participating individuals, the total number of days contributed and a copy of the written authorization to deduct sick leave. New unit members employed after the open enrollment period shall have thirty (30) days to enroll in the Bank. Membership in the Bank is continuous unless a member notifies the Association, in writing, of their desire to cancel their participation in the Bank, or they decline further contribution to the Bank as outlined in section 7.17.7 immediately below.

7.18.7 All unused days contributed to the Bank shall be carried over from year to year.

When the total number of days in the Bank is reduced to thirty days (30) or less, the Committee shall inform the Bank membership that in order to continue membership in the Bank, the member shall be required to donate an additional day. Members of the bank who elect not to donate an additional day shall no longer be participants in the Bank, and the District shall be so notified. The maximum amount of days that can be drawn from the Bank in any one school year is one hundred (100) days. All donations to the Bank shall be non-refundable.

Example:

Year		**Days**
2000-2001	Bank starts with:	140 days
	Days used from the Bank:	-90 days
2001-2002	Bank starts with:	50 days
	Days used from the Bank:	-30 days
	Days available to members:	20 days

Members of the Bank shall be required to donate an additional day in order to continue membership.

7.18.8 The Association shall give a statement of each individual's participation in the Bank to the District Business Office, so it can be included in the yearly sick leave accounting.

7.18.9 The Catastrophic Sick Leave Bank shall become effective October 15, 2001.

ARTICLE 6 - HOURS OF EMPLOYMENT

2026.11.06 PUSD Proposal to PEA
Time: 11:11AM

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) workdays 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. ~~During the 2025/26 school year, faculty meetings that extend beyond the contracted workday shall not occur more than once every other week and shall not exceed sixty (60) minutes past the contracted hours. If the Mandatory Online Trainings MOU for the 2025/26 school year is added to the collective bargaining agreement, the extended ninety (90) minutes shall be reduced to sixty (60) minutes past contract hours.~~ All in-service trainings that occur outside of the workday shall be voluntary and paid.

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6.1.1.1 Every other month up to four times per year, one (1) hour of classroom teacher, all Special Day Class (SDC) teachers, Resource Specialist (RSP), and Adaptive Physical Education (APE) 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 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 workday 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.

6.1.2 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 Transitional Kindergarten (TK), 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 any start time or schedule

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 workday 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.

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

be for the preparation and development of these plans and programs.

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 TK-12, including five-day per week full day (four (4) hours or more) Special Education Preschool 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. Site administrators shall provide the Open Hours or Back-to-School Night date, duration, and schedule, if applicable, at lest two (2) weeks prior.

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 Preschool Program teachers including four-day morning and afternoon session Special Education Preschool teachers to work beyond their normal workday and there is no minimum day workday provided, they shall be compensated at the per diem 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 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 ten (10) points of supervision duties in a school year shall be uncompensated. After providing 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. or 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 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 their 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 their designee.

6.2.2.4.5 Prior to the end of the second instructional week, the principal or their 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 their designee, after reviewing and analyzing the resulting list for equity and adequate coverage, shall make appropriate assignments where needed.

6.2.2.5 Assigned Supervision Duties at the Elementary Level: All assigned supervision duties of students at the elementary level shall be shared equitably by all bargaining members at the site and occur only within the unit member's contracted workday.

6.2.2.5.1 Every effort shall be made to assign bargaining unit members an equal number of assigned supervision 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 their 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 their designee.

6.2.2.5.4 Prior to the end of the second instructional week, the principal or their 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 their 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.

The parties mutually agree to reopen the above paragraph in Article 6.3 in the 2025-2026 school year without counting towards the number of reopeners each party has that year.

Special education teacher in Pre-K through Adult Education shall be entitled to up to two (2) release days, within the student calendar year to conduct assessments, write reports, and prepare for IEP or 504 meetings. These days must be requested at least three (3) workdays in advance and approved by the direct supervisor.

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 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 the amount of preparation time listed below for their classroom teaching hours at their hourly rate of pay.
30-40 hours of teacher per work week = 1 hour prep/week
20-29.5 hours of teaching per work week = 45 minutes prep/week
1-19.5 hours of teaching per work week = 30 minutes prep/week

The preparation time is considered non-instructional hours.

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 their 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 clock hours. If an absent classroom teacher's class is divided among multiple teachers, then each unit member who takes or receives additional students for all or part of the day shall be given credit for one period of coverage and shall be compensated at the Class Coverage hourly rate of pay. In addition, bargaining unit members who substitute during their regular workday (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.

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 the remaining bargaining unit members at that site and their prep time. If no volunteers are

available for substituting, substitutes are to be selected from the second list. The second list shall be made available to any bargaining unit member to review upon request. Bargaining unit members shall be requested to substitute on a fair and equitable 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 workday, not during preparation time~~, and within the first twenty (20) school days~~.