

F T a s h p o i n t s NEGOTIATIONS

A Publication of the Pittsburg Education Association
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December 3, 2021

Day One of Bargaining

PEA and PUSD bargaining teams met today for the first day of negotiations for the successor agreement for the 2021-2022. PEA bargaining team is dedicated to getting an agreement as soon as possible.

PEA Proposal	PUSD Proposal
<p>Article 7 - Leaves</p> <ul style="list-style-type: none"> 7.13.4 Association's President - Status Quo full release to continue servicing 630 + members and over 11,000 students <p>Article 6 - Hours of Employment</p> <ul style="list-style-type: none"> 6.1.1 Meetings on long Wednesdays shall not exceed more than ninety (90) minutes after students leave. Two Wednesdays per month shall be teacher driven collaboration time 6.2.2.2 Decrease adjunct duties for members to 5 points, all other adjunct duties shall be voluntary for that bargaining unit member. 6.2.2.3 Class and club advisor will be credited for five (5) points. Class Advisors and Club Advisors shall be compensated as in 6.2.2.2 above when volunteer time exceeds 5 adjunct hours. 6.3. Preparation and planning time is to be used at all bargaining unit member's discretion. Bargaining unit members shall not be required to attend meetings during their preparation time. 	<p>Article 7 – Leaves limit OUR PEA President's ability to represent our members from full time release to only 2 days only forty percent</p> <p>Article 6 – Hours of Employment</p> <p>6.3.3.4 & 6.3.4.1 The District and the Association shall establish a Junior High School Task Force and High School 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.</p> <p>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.</p> <p>Article 5 - Professional dues process</p>

(If you would like to read the proposal in their entirety see below.)

Pittsburg Education Association

Proposal No. 1

December 3, 2021

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 members 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~~ **per month and shall not exceed more than ninety (90) minutes. Two Wednesdays per month shall be teacher driven collaboration time.** All in-service training that occurs 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, whose 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 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.

6.1.2 Preschool: The workday for preschool teachers shall be seven (7) hours.

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.

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, 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.
- 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 classrooms, 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 ~~twelve (12)~~ **5** points of supervision duties in a school year shall be uncompensated. After providing ~~twelve five (12) 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. **Once a bargaining unit member completes 5 points, all other adjunct duties shall be voluntary for that bargaining unit member.**

6.2.2.3 A Class Advisor will be credited with ~~six (6)~~ **five (5)** points. ~~Classes that have more than two (2) advisors will be prorated accordingly.~~ A Club Advisor will be credited with **five (5)** points. Clubs with more than one (1) advisor will be prorated accordingly. **Class Advisors and Club Advisors shall be compensated as in 6.2.2.2 above when volunteer time exceeds 5 adjunct hours.**

6.2.2.3.1 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.

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

6.2.2.5 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:

- 6.2.2.5.1** 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.
 - 6.2.2.5.2** 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.
 - 6.2.2.5.3** Bargaining unit members shall have the opportunity to self-select supervision duties.
 - 6.2.2.5.4** 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.
 - 6.2.2.5.5** 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.
 - 6.2.2.5.6** 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.
 - 6.2.2.5.7** The principal or his/her designee, after reviewing and analyzing the resulting list for equity and adequate coverage, shall make appropriate assignments where needed **and find replacements when necessary.**
- 6.2.2.6** Assigned Duties at the Elementary Level: All assigned duties at the elementary level shall be shared equitably by all bargaining members at the site.

6.3 Preparation and Planning

Preparation and planning time is to be used at all bargaining unit member's discretion. Bargaining unit members shall not be required to attend meetings during their preparation time. Unit members shall be paid ~~\$45.00 per~~ **per-diem rate per** hour for attendance at IEP meetings, 504 meetings, and SST meetings scheduled

outside of the unit member's workday.

- 6.3.1** Kindergarten: Bargaining unit members teaching 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 one (1) hour

of paid preparation at the start of each quarter at their hourly rate of pay.

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 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 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.
- 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. A second roster shall be compiled listing the remaining bargaining unit members at that site. 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 fair and equitable basis of substituting means that the District is (a) choosing bargaining unit members from the volunteer list first, and then (b) if substitute coverage cannot be completed with the volunteer list, then site administrator shall use the second roster as listed above in 6.4.3 and elect members on a rotating basis; and (c) no bargaining unit member who instructs students as their regular assignment shall be pulled to substitute for more than their one prep period per day.** A 120% contract is authorized only for unit members teaching a class during their preparation period.

PUSD Proposals

District Proposal

Article 5 – Professional Dues or Fees and Payroll Deductions

December 3, 2021

Time: _____

- 5.1 Any member of the bargaining unit who is a member of the Pittsburg Education Association, CTA/NEA ("Association"), or who has applied for membership, ~~may~~ **must** sign and deliver to the ~~District Association~~ an assignment authorizing deduction of unified membership dues, initiation fees and general assessment in the Association. Upon notification by the Association that it possesses a valid authorization for the deduction of Association membership dues from a particular unit member, Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary check of the member ~~of the bargaining unit~~ each month for ten (10) months. Deductions for members of the bargaining unit who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payments by the end of the school year. The parties agree that Section 45060 of the Education Code governs the process for a unit member to enter into, cancel, or change a valid dues deduction authorization. Pursuant to Section 45060(e), the District shall direct any employee request to cancel or change such an authorization to the Association.
- 5.1.1 Such deduction shall be made only upon submission ~~by~~ of the Association ~~of~~ the form to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.
- 5.1.2 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) days or longer after such submission.
- 5.1.3 The District shall provide each new bargaining unit certificated employee a membership application for PEA/CTA/NEA as a part of their beginning employment materials.
- 5.2 In the event a unit member seeks to discontinue his/her membership in the Association, the unit member shall do so through the procedure established by the Association. The Association shall provide the information necessary to the District in writing to cease deductions for any unit member who discontinues his/her membership, which is the information the District shall rely upon to cease deductions.
~~Any member of the bargaining unit hired after the date of the Agreement who is not a member of the PEA/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment or by authorizing payroll deduction. Effective January 1, 1983, in the event that a unit member shall not pay such fee~~

- ~~directly to the Association, the District shall immediately begin automatic payroll deduction as provided in Education code section 45061 and in the same manner as set forth in first paragraph of this Article. There shall be no charge to the Association for such mandatory agency fee deductions. The parties agree further to enforce this provision by utilizing the provisions of Government Code Section 3540.1 (1) 2.~~
- 5.3** ~~Any such member of the bargaining unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Pittsburg Education Association, CTA/NEA, as a condition of employment; except that such employees shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Sections 501 (c)(3) of Title 26 of the Internal Revenue Code:~~
- ~~5.3.1 Michael A. Becker Memorial Scholarship Fund-~~
 - ~~5.3.2 Michael V. Valle Memorial Scholarship Fund-~~
 - ~~5.3.3 Special Olympics-~~
 - ~~5.3.4 Pittsburg Unified School District Schools-~~
 - ~~5.3.5 Such payment shall be made on or before October 1 of each school year.-~~
- 5.4** ~~A unit member may make the payment to a charity specified in Article 5.3 in lieu of financial support to PEA/California Teachers Association/National Education Association through payroll deduction. Such monthly contributions shall continue until such time as the unit member rescinds the objection to financial support of PEA/CTA/NEA based on religious beliefs. Proof of payment pursuant to Paragraph 5.3 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of paragraphs 5.1 and 5.2 of this Article. Such proof shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before October 1 of each school year. The Association shall have the right of inspection in order to review said proof of payment.~~
- 5.5** ~~Any member of the bargaining unit making payments as set forth in paragraphs 5.3 and 5.4 above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.-~~
- 5.6** ~~With respect to all sums deducted by the District pursuant to paragraphs 5.1 and 5.2 above, whether for membership dues or equivalent fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.~~
- 5.7** ~~Employees who are currently Association members and those who subsequently join the Association shall maintain their membership for the duration of this Agreement, unless their membership is terminated under Article 5.2 above.~~

- 5.8 The Association agrees to furnish any reasonable and necessary information needed by the District to fulfill the provisions of this Article.
- 5.9 Upon appropriate written authorization from the certificated employee, the District shall deduct from the salary of any certificated employee, and make appropriate remittance for annuities, credit union, savings bonds, ~~charitable donations~~, or any other plans or programs jointly approved by the Association and the District.
- 5.10 CTA agrees to defend, indemnify and hold the District harmless against all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the ~~Agency Fee~~ provisions of this Agreement, or in any action arising out of any payroll deductions made by District in reliance on information and notification provided to the District by the Association, the dismissal of any certificated employee pursuant to the Agency Fee provisions of this Agreement.
- 5.11 CTA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in paragraph 8, shall or shall not be compromised, resisted, defended, tried or appealed. The Association's right to determine whether any action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed does not waive any right of the District to seek reimbursement for any costs and/or fees incurred by the District as a result of any failure by the Association to defend or indemnify the District.

PUSD Proposals

District Proposal
Article 6 – Hours of Employment
December 3, 2021
Time: _____

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) 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. All in-service trainings that occur outside of the workday shall be voluntary and paid.

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

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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.**

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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.**

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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.

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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.

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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.

- 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.

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) points of supervision duties in a school year shall be uncompensated. After providing twelve (12) 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 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.

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 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 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.

6.3 Preparation and Planning

Unit members shall be paid \$45.00 per hour for attendance at IEP meetings, 504 meetings, and SST meetings scheduled outside of the unit member's workday.

6.3.1 Kindergarten: Bargaining unit members teaching 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.

6.3.4 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.

6.3.4.1 The District and the Association shall establish a High School Task Force to evaluate and make recommendations to the Superintendent to revise the comprehensive high school schedule and programs to comply with state law regarding changes in the secondary school start time. The Association and the District shall appoint an equal number of members to the

Task Force.

- 6.3.5** Adult Education: Unit members teaching adult education shall receive one (1) hour of paid preparation at the start of each quarter at their hourly rate of pay.

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 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. A second roster shall be compiled listing the remaining bargaining unit members at that site. 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

Unit members at the Adult Education Center who volunteer or are required to cover a class due to teacher absence or other reason, shall receive the Adult Education Class Coverage Rate of \$37.75 per hour. The process for securing Adult Education class coverage 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 of \$37.75 per hour. Compensation for class coverage above fifteen (15) minutes shall be at the full Adult Education Class Coverage Rate of \$37.75

per hour.

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.

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ARTICLE 7 - LEAVES

[7.1 through 7.12 and 7.14 – 7.17 Current Contract Language.]

7.13 ASSOCIATION LEAVE

7.13.1 The District may grant to the Association president or his designee ten (10) days release time for the purpose of organizational business. Two (2) days prior notification to the superintendent is required.

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

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

7.13.4 Association's President Release Time: [End Side-Letter.] (side letter address President's release

- A. The District shall grant up to forty (40) percent or two (2) days per week release time for the Association President.
- 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.
- 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.