

ARTICLE XIII

HOURS OF EMPLOYMENT AND ADJUNCT DUTIES

ELEMENTARY HOURS

The normal workday at each elementary school site shall be seven hours and fifteen minutes (7:15).

Elementary Bargaining unit members will work sixty-five (65) minutes, thirty (30) minutes before, and thirty-five (35) minutes after the regular hours students are required to be present. This time is to be set aside as teacher-directed planning time, with the exception of one (1) scheduled 20-minute period a week that the site may require teachers in grades 1-5 to perform after-school duty. Every elementary Bargaining Unit Member shall be entitled to not less than one (1) thirty (30) minute duty-free lunch period per day. The only days when the normal workday for Bargaining Unit Members will be shortened are prior to Winter, Spring, and Summer Break and days so-specified in the approved calendar listed in Appendix E.

Bargaining Unit Members serving at the district level (e.g., nurses and itinerant teachers) shall comply with daily working hours, not to exceed that of the daily working hours required of Bargaining Unit Members at the school sites. Bargaining Unit Members who travel from one school to another on a regular basis shall have the same rights to a planning period, lunch period, and physical relief break as do other Bargaining Unit Members.

ELEMENTARY PROFESSIONAL ACTIVITIES

Principals or designees may schedule no more than three (3) hours of professional (i.e., workshops, faculty meetings, in-service, etc.) activities during any school month in excess of the normal workday, and no adjunct duty shall be scheduled in months that sites have Back to School Night, Open House, or Parent Teacher Conferences. Members will be given not less than one week's notice prior to the scheduled event, and the notice will include beginning and end times. The length of Back to School and Open House events shall not exceed two (2) hours.

ELEMENTARY PARENT CONFERENCE DAYS

Parent Conference days shall be distributed as follows: Five (5) consecutive parent conference days will be held following the end of the first quarter trimester of the school year and shall be available for all students whose parent(s)/guardian(s) request a conference, three (3) consecutive parent conference days following the end of the second quarter trimester for at-risk students, and two (2) consecutive parent conference days following the end of the third quarter trimester for at-risk students. Parents/guardians of at-risk" students shall be provided the opportunity, via written (Parent Square, email, etc.) notification to the parents, to schedule an appointment for a parent conference.

ELEMENTARY PLANNING TIME

Using early release days specified on the annual calendar listed in Appendix E, the District shall provide elementary Bargaining Unit Members with fifty (50) contiguous minutes per week of planning time. Elementary planning time shall not be used for staff meetings unless there is a majority agreement by all affected Bargaining Unit Members to do so. Planning time referred to in this contract may be used as planning, conference, and/or preparation for classes. The District will provide elementary specialist teachers to increase elementary teacher planning time and meet PE minutes as required per California Ed Code.

At the beginning of the school year, the District shall provide all elementary teachers with not less than one (1) uninterrupted work day and another one-half (1/2) uninterrupted work day in self-directed on-site preparation time to be scheduled in consultation with the site Bargaining Unit Members. The full day need not be contiguous with the half-day.

SECONDARY HOURS

The normal workday at each secondary school site shall be seven hours and fifteen minutes (7:15).

Nicolet Middle School Bargaining Unit Members will work 50 minutes (50), twenty-five (25) minutes before, and twenty-five (25) minutes after the regular hours during any day students are required to be present. This time is to be set aside as teacher-directed planning time, with the exception of one (1) day a week that the site may require teachers to perform 20 minutes before and 20 minutes after school duty.

All High Schools Bargaining Unit Members will work minutes (20), ten (10) minutes before, and ten (10) minutes after the regular hours during any day students are required to be present. This time is to be set aside as teacher-directed planning time.

Every secondary Bargaining Unit Member shall be entitled to not less than one (1) thirty (30) minute duty-free lunch period.

The workday for Bargaining Unit Members at the alternative high school shall be identical to the workday at the high school. The only days when a normal workday for secondary Bargaining Unit Members will be shortened is prior to Winter, Spring, and Summer Break, and days so specified in the approved calendar listed in Appendix E.

Secondary Bargaining Unit Members serving at the district level (e.g., nurses and itinerant teachers et al.) shall comply with daily working hours, not to exceed that of the daily working hours required of Bargaining Unit Members at the site started from. Secondary Bargaining Unit Members who travel from one school to another on a regular basis shall have the same rights to a planning period, lunch period, and physical relief break as do other Bargaining Unit Members.

MIDDLE SCHOOL PARENT CONFERENCE WEEK

There shall be a Parent-Teacher Conference week, held twice a year. The first Conference Week will be held following the posting of the 1st Quarter Grades. The second Conference Week will be held following the posting of the 3rd Quarter Grades. The two (2) existing Secondary Professional Commitments (Back to School Night and Open House) shall be unchanged. Parents/guardians of "at risk" students shall be provided the opportunity, via written (Parent Square, email, etc.) notification to the parents, to schedule an appointment for a parent conference. 6 Monday, Tuesday, Wednesday, Thursday, and Friday during each Conference Week will be regular minimum days for students. On the Friday of the Parent Conference Week, there will be no parent conferences. The Parent-Teacher Conference sessions will be held on date(s) determined by the grading periods. Parent-Conferences shall be held no later than the 2nd week into Quarter 2 and the 2nd week into Quarter 4 of each school year.

SECONDARY PLANNING TIME

All secondary Bargaining Unit Members, grades 6-12, shall be assigned a planning time no less than the amount of time devoted to an instructional period per day; or in the case of block scheduling, the schedule for each teacher shall include planning time on a regular basis equal to the amount of time devoted to instruction in one class for each of the number of days in the block cycle. Planning time referred to in this contract may be used as planning, conference, and/or preparation for classes. At the beginning of each school year, the District shall provide all secondary teachers with not less than one (1) uninterrupted work day and one-half (1/2) uninterrupted work day for self-directed on-site preparation time to be scheduled in consultation with site Bargaining Unit Members.

SECONDARY PROFESSIONAL ACTIVITIES

Principals or designees may schedule no more than three (3) hours of professional (i.e., workshops, faculty meetings, in-service, etc.) activities during any school month in excess of the normal workday, and no adjunct duty shall be scheduled in months that sites have Back to School Night, Open House, or Parent Teacher Conferences. Members will be given not less than one week's notice prior to the scheduled event, and the notice will include beginning and end times. The length of Back to School and Open House events shall not exceed two (2) hours.

BARGAINING UNIT MEMBERS AS SUBSTITUTES

No Bargaining Unit Member will be scheduled to teach as a substitute during said Bargaining Unit Member's regular workday except in cases of emergency or those absences lasting one hour or less. "Emergency" is defined as those things which occur unexpectedly during the confines of the same workday in which the substitute is required. If no substitute is available, the District will first seek volunteers for substitute service. If no volunteers are available, assignments of substitute duty will be made on an equitable basis from among available Bargaining Unit Members. A half-day substitute

should be hired for any scheduled event that requires any Bargaining Unit Member to miss two (2) or more periods of class. Effective July 1, 2023, An elementary Bargaining Unit Member who takes extra students because no substitute is available will be compensated \$10 per extra student per day.

Secondary Bargaining Unit Members will be compensated at one-sixth ($1/6^{\text{th}}$) of their daily per diem rate of pay when they provide period coverage on their preparation class period. Special Education Bargaining Unit Members shall be assigned substitute duties on the same basis as, and no more than, other Bargaining Unit Members.

PRESERVATION OF BARGAINING UNIT POSITIONS

When the number of periods being taught at one site on a daily basis by Bargaining Unit Members on their preparation periods equals the level of a full-time equivalent (FTE) teaching load less one period, the District will conduct a search for a teacher to fill the position. The District will not be required to hire a teacher unless a suitable applicant can be found whose credentials will permit the applicant to teach at least the number of periods and subjects equal to full-time equivalent, less one.

ASSIGNMENT TO TEACH ON PLANNING/PREPARATION PERIOD

Upon request of the District and agreement by the Bargaining Unit Member, a secondary level Bargaining Unit Member may surrender the conference/ preparation period in order to teach an additional period on an extended basis. "Extended basis" is defined as seven (7) or more days of substitute service following one (1) day of emergency service. The pay for such additional teaching shall be on a per diem rate according to the number of class periods offered at the site and/or grade level.

PART-TIME EMPLOYMENT SHARING

Should the District consent to a part-time contract for a Bargaining Unit Member, the salary, benefits, hours, and other conditions for the part-time Bargaining Unit Member shall be in proportion to the full-time equivalency of the individual arrangement. (e.g., A Bargaining Unit Member working under a one-half ($1/2$) time contract would receive 50% of his/her salary and be required to spend one-half ($1/2$) work day at the work site, will receive one-half ($1/2$) of the preparation/conference time of the full-time Bargaining Unit Member, and one-half ($1/2$) the fringe benefits of full-time Bargaining Unit Members.) The Bargaining Unit Member may provide the difference in cost to equal full coverage provided a full-time Bargaining Unit Member. Such arrangements as are amicable to the District and the Bargaining Unit Member may be made in which case hours of employment and salary shall be proportional to the full-time equivalent of the individual arrangement.


BELL SCHEDULES

The bell schedules for elementary, middle, and high schools shall be as follows, effective August 4, 2022, and ongoing thereafter, unless the Parties negotiate otherwise:

- a. Elementary 9:00-3:10 p.m.
- b. Middle School 8:00 a.m- 2:25 p.m.
- c. High School 8:30 a.m 3:25 p.m.

PROFESSIONAL DEVELOPMENT DAYS


PD days are defined as 7 hours inclusive of a duty-free half-hour lunch if lunch is provided. If lunch is not provided, the day is defined as 7.5 hours with an hour of duty-free lunch. The staff minimum day prior to winter break will be used for professional duties such as grading, planning, or collaboration. For planning or collaboration, teachers shall submit an agenda to site administration. Further, the minimum day before winter break shall be a non-student day. Secondary teachers must submit grades by the conclusion of the staff minimum day. For the staff minimum day, each bargaining unit member is required to work the same hours as their site's student minimum day schedule.



Johnny Baker
Banning USD

8/3/22

Date



Randy Robinson
BTA

8/3/22

Date