

ARTICLE 9: HOURS OF EMPLOYMENT

9.1 Purpose

9.1.1 A major purpose of the Article is to allow the District to take full advantage of the incentives contained in Education Code Sections 46200 through 46203 added by SB 813 (1983), Chapter 498 of the Statutes of 1983. The District may take action to ensure that it can provide in any year the minimum number of days and instructional minutes to take full advantage of the incentives in these statutes. The parties also understand and agree that Chapter 498 of the Statutes of 1983 has amended Education Code Sections 46142, 46144, 46145, and 46147. It is the intent of the District and the Association to comply fully with Education Code Sections 46141 through 46147. It also is the intent of the parties to offer no less instructional time in any year than the amount of instructional time fixed for the 1982-83 school year (Education Code 46202).

9.2 Instructional Days

9.2.1 There will be a total of 180 instructional days at all instructional levels in the regular TK-12 program of the District. The total number of workdays, instructional and non-instructional, in the regular work year for the full-time employees in this bargaining unit, except Children's Centers teachers, shall be 187 days. See Exhibits J-1 and J-3.

9.2.2 The work year for high school counselors, including the continuation high school counselor, shall be fifteen (15) days in addition to the regular work year. The work year for middle school counselors shall be six (6) days in addition to the regular work year. The number of work days for counselors may be increased by mutual agreement of the District and the Association. The work year for the head nurse shall be four (4) days in addition to the regular work year.

9.2.3 Nurses may be requested to work during pre-registration days at the discretion of the District.

9.3 Instructional Minutes

9.3.1 The District has exclusive discretion to schedule a beginning and ending of the instructional day consistent with provisions of this Article.

9.3.2 The normal regularly assigned on-site hours for elementary (TK-5) full-time classroom teachers, special teachers, and long-term substitutes shall be from 8:00 a.m. to 3:00 p.m. and shall include a forty-three (43) minute duty-free lunch period, with the exception that the normal regularly assigned on-site duty hours for Kindergarten teachers in an a.m./p.m. configuration shall be scheduled within the hours of 7:00 a.m. to 4:00 p.m. in consensus with the teacher partner. The schedule shall be submitted to the site principal.

There shall be no fewer than 18,382 instructional minutes per year at the Junior Kindergarten level. There shall be no fewer than 46,260 instructional minutes per year at the Transitional Kindergarten level. There shall be no fewer than 36,360

instructional minutes per year at the Kindergarten level, and no fewer than 54,410 minutes for grades 3-5. The School Site Council shall, by May 1st of each year, determine the school schedule preference for the following school year from the list of options in Exhibit K-1 subject to the following conditions: a) schools that operate under Option 1 of Exhibit K-1 may select Option 2 of Exhibit K-1 and retain for one (1) year the right to return to Option 1 of Exhibit K-1 for the subsequent school year, or b) schools that operate under Option 2 of Exhibit K-1 may not select Option 1 of Exhibit K-1 without the prior approval of the Board of Education. Exhibit K-1 includes the number of required instructional minutes for grades 1-2 dependent upon the site option selected. There shall be shortened day schedules on every Tuesday. Fourteen (14) shortened days each year shall be designated as elementary planning days on which there shall be no District or site meetings at which attendance by elementary teachers is required. Up to four (4) of the fourteen (14) days may be scheduled for meetings, as needed, by mutual agreement of site administration and site faculty. In no event shall there be fewer than ten (10) shortened days for independent planning.

9.3.2.1 At grades 3, 4 and 5 a regular instructional day shall be no fewer than 317 minutes, a shortened instructional day shall be no fewer than 270 minutes, and a minimum instructional day shall be no fewer than 240 minutes.

9.3.3 The normal regularly assigned on-site hours for middle school (grades 6-8) full-time classroom teachers, special teachers, and long-term substitutes shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period. There shall be no fewer than 63,525 instructional minutes per year for grades 6-8. See Exhibit K-2.

9.3.3.1 Subject to approval by the District and the Association, all three middle schools shall be dismissed each Tuesday at 2:15 p.m. for staff collaboration and articulation. Teachers shall have a minimum of three (3) Tuesdays per semester designated as independent planning days on which there shall be no District or site meetings at which attendance by middle school teachers is required unless approved by mutual agreement of site administration and faculty. The site administration, in collaboration with the site certificated staff, shall determine the dates, content, and schedule of these days.

9.3.4 The normal regularly assigned on-site hours for high school (grades 9-12) full-time classroom teachers, special teachers, and long-term substitutes shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period. For high school teachers who teach a "zero period" class, normal regularly assigned on-site duty shall be 6:50 a.m. to 2:00 p.m. There shall be no fewer than 65,400 instructional minutes per year for grades 9-12. See Exhibit K-3. In the two comprehensive high schools, there shall be a practice of three (3) minimum days at the end of each semester for the purpose of administering final exams.

9.3.4.1 To allow for pupil-free staff development, staff collaboration, and articulation at the high school level, an alternative schedule may be utilized for up to fifteen (15) days during the year. Teachers shall have a minimum of two (2) days per semester designated as independent planning days on which there shall be no District or site meetings at which attendance by high school teachers is required unless approved by mutual agreement of site administration and faculty. The site administration, in collaboration with the site certificated staff, shall determine the dates, content, and schedule of these days. If a special schedule is enacted, there shall be no fewer than 65,400 instructional minutes per year for grades 9-12.

9.3.5 Each school site may develop alternative opening and closing times, consistent with the total duty hours and instructional minutes set forth herein, subject to approval by the District and the Association. The District, within its discretion, may adjust class schedules and remaining employee time within the duty hours described in Section 9.3.

9.4 Assignments for Middle School and High School

9.4.1 The normal classroom assignment for middle school and high school employees, within the hours of employment specified in this Article, shall consist of five instructional periods and one preparation period.

9.4.2 If the District determines there is a need, middle school and high school teachers may volunteer for regularly assigned on-site duty hours different from those specified in this Article without additional compensation provided such assignment does not exceed the total number of on-site duty hours or instructional minutes as specified in this Article.

9.4.3 When a need is deemed to exist by a middle school or high school principal for an employee to have six instructional periods and one preparation period, and such need is approved by the District, employees may be given the opportunity to volunteer for the additional class periods which may be scheduled before, during, or after the normal school day.

9.4.3.1 If more than one person volunteers, assignment will be made according to the following criteria in priority order:

- (1) Possession of appropriate credentials and other state and federal accountability mandates
- (2) Evidence of successful teaching experience at the grade level(s) and/or in the subject(s) applied for,
- (3) Order of seniority of employment with the District.

9.4.3.2 Compensation for this additional period shall be one fifth (1/5) of the employee's daily rate.

9.4.3.3 It is the intent of this section to provide the principal with flexibility in class offerings and staffing.

9.4.4 For middle school and high school teachers with other than a regular full-time assignment, compensation, conference periods, and prorated benefits as referred to in Article 8.1.4 shall be determined as follows:

Number of Teaching Assignments	Portion of Required Conference Period	% of Full-Time Assignment and Compensation
1	1/5	20%
2	2/5	40%
3	3/5	60%
4	4/5	80%
5	1	100%
6	1 1/5	120%

9.4.4.1 With exception of the additional one-fifth (1/5) conference period of unit members who have a six period teaching assignment, all conference periods shall be taken within on-site duty time. The additional one-fifth (1/5) conference period shall be defined by the unit member with the approval of the principal.

9.4.4.2 Unit members having less than a full-time assignment and unit members teaching an additional class period may accumulate the additional preparation time for one preparation period weekly with the approval of the principal.

9.4.5 The District shall schedule a minimum of two certificated employees on-site during the hours of these programs.

9.5 Extended ED Year

9.5.1 Certificated employees who work in the Emotionally Disturbed (ED) program may be asked to work an extended school year in addition to the regular work year.

9.5.2 If federal and/or state laws regulating special education services require a change in employee hours, the District shall meet with the Association prior to implementing any change in employee hours.

9.5.3 The daily rate of pay for certificated unit members in the ED extended session shall be at the same daily rate earned during the regular school year.

9.5.4 The number of work days in the extended session shall be determined by the District.

9.5.5 The selection of extended ED year teachers shall be at the discretion of the District subject to the following procedures:

- (a) Positions shall first be offered to persons who hold the positions during the regular school year.
- (b) Openings for extended session positions shall be posted at all worksites where certificated employees of the District are assigned.
- (c) Permanent and probationary District employees will be considered for extended session positions before other candidates are considered.

(d) The District shall use the following criteria in priority order for selection from among extended session candidates:

- (1) Possession of appropriate credentials.
- (2) Evidence of successful teaching experience in applicable subjects and/or grade levels, with students who have special needs, is preferred.

9.5.6 Certificated employees who work the extended ED year shall earn sick leave credit in accordance with Article 13 - Leaves, and shall follow procedures outlined in Article 13 regarding leaves of absence. Sick leave earned during the extended session shall be accrued to the regular school year.

9.6 Children's Centers and Around the Bell

9.6.1 The regular work year for a 12 month Children's Centers teachers shall be 246 days, or no less than minimum number of days determined in the State Department of Education Child Development Division Contract. The regular work year for 9.5 month Around the Bell teachers shall be 193 days. The 9.5 month Around the Bell teacher shall report to work one day before school starts. Vacation days for Children's Centers teachers are included. However, Children's Center teachers may be employed for less than 246 days, but shall be considered to be full-time for the purpose of this Article; compensation shall be based upon the number of months, or parts thereof, for which the teacher is required to work.

9.6.2 Unit members assigned to Children's Centers shall be employed for a maximum of forty (40) hours per week during the Centers' normal hours of operation, 7:00 a.m. to 6:00 p.m. In calendar years when December 24th and 31st fall on a week day, the Children's Centers shall be closed approximately one hour early. Actual hours of assignment shall be determined by the Coordinator of Child Development Programs.

9.6.2.1 Unit members who are on duty at least six (6) hours per day in the Children's Centers shall have a forty-five (45) minute duty-free lunch period.

9.6.2.2 When the Coordinator requires a unit member assigned to the Children's Centers to work in excess of eight (8) hours per day or in excess of forty (40) hours per week, the employee shall receive compensation at one and one-half times the hourly equivalent of their regular salary rate. Children's Center teachers whose regular assignment is less than forty (40) hours per week shall be paid at the hourly equivalent of their regular rate of pay if the Coordinator requires them to work beyond their regularly scheduled hours, up to eight hours per day or forty hours per week, including attendance at Open House.

9.6.2.3 One-half hour preparation time is provided for Children's Center and State Funded Program unit members.

9.7 FACTS Program

9.7.1 The FACTS Teachers will attend to the students from 8:00 a.m. or when the bus arrives, until 2:00 p.m., or until they are safely on the bus. At the time when the students are gone, the FACTS teachers will be free to take

a duty free lunch. Their workday ends at 3:00 p.m.

9.8 Independent Learning Academy

9.8.1 Work day shall be seven (7) hours with a forty (40) minute duty-free lunch. The assignment will be determined by the Independent Learning Academy Supervisor in collaboration with the ILA teacher.

9.9 Adult School, Home Teachers and other Part-Time Employees

9.9.1 The normally assigned duty hours for a full-time Adult School Resource Teacher shall be comparable to those of a full-time classroom teacher. The scheduling of the work hours of Adult School Resource Teacher shall be done by the Director of Adult Education and may include a reasonable number of evening and night responsibilities.

9.9.2 The regular work year for permanent adult school teachers shall be 32 weeks in length. Temporary and probationary adult school teacher hours and length of semester are subject to sufficient class enrollment.

9.9.3 Adult School teaching positions are part-time positions. Assignments to these positions shall be on the basis of "assignment by the hour, pay by the hour."

9.9.4 Home Teachers

Home teachers teaching three (3) hours per day shall receive one-half (1/2) hour of paid preparation time. Home teachers shall receive 15 minutes of paid preparation time per student per day with a maximum for any one teacher, or any student assigned to that teacher, of 60 minutes per day and a maximum of 60 minutes per week per student. Home teacher positions are part-time positions and are paid by the hour.

9.9.5 Part-time employment and assignment to any other position included within this bargaining unit shall also be on the basis of "assignment by the hour, pay by the hour."

9.9.6 There shall be no double pay for work performed in two different assignments at the same time by any employee in the bargaining unit unless specifically authorized in another provision of this agreement.

9.10 Miscellaneous Provisions

9.10.1 Unit members shall indicate their arrival at and departure from the work site by placing a check mark on the appropriate form provided by the District.

9.10.2 The District shall provide relief from or compensation for elementary yard duty supervision before school and during morning recess. Compensation shall be based upon a prorated amount of Step 1, Column 1 of Exhibit 1.

9.10.3 Kindergarten teachers teaching in an a.m./p.m. partner configuration shall provide teaching assistance to the other teacher in the classroom for a period of one (1) hour per day, on days of instruction. Kindergarten teachers not teaching in an a.m./p.m. partner configuration shall assist in another classroom and/or provide interventions for a period of one (1) hour per day on days of instruction, during normal regularly assigned on-site duty hours, or may, upon mutual agreement with the principal and all kindergarten teachers at the site, teach their own class for an additional hour as

part of the site extended day program. The extended day kindergarten program shall have mutual agreement annually by May 1st. The extended day kindergarten schedule shall become effective upon agreement of the site principal, all kindergarten teachers at the site and the Association. The provisions of Article 9.8.3 shall not apply to Kindergarten teachers teaching in a divided opening configuration.

- 9.10.4 Full work days of staff development activities must be at least six (6) hours in length, exclusive of lunch. The site administrator, in consultation with site staff, shall determine the length of the lunch period. However, the duty free lunch period shall be no less than thirty (30) minutes in length. Lunch on district staff development days shall be sixty (60) minutes in length. Lunch on pupil-free non-staff development days may be up to ninety (90) minutes in length, at the discretion of the unit member.
- 9.10.5 Assigned travel time for unit members between schools shall be work time.
- 9.10.6 For all full-time nurses, counselors and librarians, the equivalent on-site duty time shall be consistent with other full-time employees unless otherwise provided for in this Article. The head nurse, whose duty hours shall be 7:50 a.m. to 4:00 p.m., shall be assigned and paid as a 120% (1.2 Full-Time Equivalent) position.
- 9.10.7 In collaboration with the site administrator, time shall be given to Special Education teachers, for Special Education Collaboration with general education classroom teachers to work together for purposes of consultation and lesson planning and assessments.
- 9.10.8 The District shall provide Disaster training annually.
- 9.10.9 Teachers with combination classes at the elementary level shall be given a total of three (3) days at their daily rate or three sub days scheduled in collaboration with the principal.

9.11 Conferences, Preparation Time, and Substitutes

- 9.11.1 The Conference Period of a middle school or high school teacher and the Preparation Time of an elementary teacher during on-site duty hours shall be a period of time provided primarily for the purpose of carrying out professional responsibilities related to classroom teaching services and to the teaching and/or guidance of pupils. The preparation period should not be used on a regular basis for duties outside the regular assignment.
- 9.11.2 The parties acknowledge that unit members have a responsibility to confer with students and parents. This may include conferring outside of regular working hours. Parents of fourth and/or fifth grade students who are receiving a “3” or better grade may opt out of individual spring parent conferences.
- 9.11.3 Classroom teachers, Children's Centers teachers, special teachers, nurses, counselors and school librarians shall attend such required meetings, participate in such professional activities, and perform such professional assignments after the regular on-site duty time as may be called or assigned by the principal, other immediate supervisor, or the Superintendent. Such meetings shall not extend beyond 4:30 p.m.
- 9.11.4 The normal regularly assigned on-site hours for counselors shall be from 7:50 a.m. to 3:00 p.m. and shall include a forty (40) minute duty-free lunch period.

Counselors may work a flexible, schedule upon mutual agreement between the administrator and the counselor. In addition, no counselor will be required to work beyond 3:15 p.m. on Fridays or any day prior to a holiday weekend. Counselors required to work evening assignments other than Back to School Night and Open house shall be given equivalent flex time. No Counselors shall be required to do lunch supervision.

- 9.11.5 Participation of Bargaining Unit Members in Individualized Educational Program (IEP), Individual Intervention Plan (IIP), 504 Plan, Individualized Transitional Program (IT), Individual Learning Plan (ILP), Student Study Team (SST) and Retention meetings shall be no longer than 90 minutes in length and/or end no later than 4:30 p.m., unless continued by mutual agreement of all involved. Meetings that are not concluded shall be rescheduled for continuation. Attempts shall be made to schedule the above-listed meetings within the regularly assigned on-site duty hours.
- 9.11.6 It is recognized and agreed that meetings, professional activities, and professional assignments may be called or required during on-site duty hours, but meeting of classroom teachers before students are required to be at school shall not be called unless essential, or by mutual agreement of site Administration and site faculty, in order that teachers may normally have this time for preparing for the teaching day.
- 9.11.7 School principals and other immediate supervisors shall make provision in schools and other work areas for adequate personal relief time for classroom teachers and other unit members. Time available for this purpose may include, but not be limited to, morning nutritional periods, passing times in secondary schools, recesses, and during testing, blocks.
- 9.11.8 Under normal circumstances, a substitute teacher will be employed during the absence of a teacher. However, in an emergency situation, if no other supervision is available, a unit member may be required to cover another unit member's class. Management will attempt to provide such coverage equitably and will consider prior professional commitments of unit members in making such assignments.
 - 9.11.8.1 Compensation will be paid each time a unit member covers another unit member's secondary class period at the direction of site administrator as shown in Exhibit F.
 - 9.11.8.2 When a unit member has covered another unit member's elementary class or students from another elementary class at the direction of site administrator, compensation will be paid each time as shown in Exhibit F. When an elementary class must be divided into more than one class, students shall be divided equally, as much as possible, by the number of classes. Compensation will be based on Exhibit F; the hourly rate will be divided by the number of classrooms in which the students are placed.
- 9.11.9 4th and 5th grade teachers shall receive 100 minutes per week of pupil-free time with respect to 4th and 5th grade students to which they are regularly assigned. Such pupil-free time shall commence by the 3rd academic week of the first semester of each year. The purpose of the pupil-free time is to provide fourth and fifth grade teachers with additional preparation/planning time. The intent of this article is to

provide planning time in blocks of not less than 30 minutes. On rainy days the regular classroom may be used for student instruction not involving the 4th or 5th grade teacher.

9.11.10 Commencing no later than the first semester of the 2007-2008 school year, 3rd grade teachers shall receive 100 minutes per week of pupil-free time with respect to 3rd grade students to which they are regularly assigned. Such pupil free time shall commence by the 3rd academic week of the first semester of each year. The purpose of the pupil-free time is to provide 3rd grade teachers with additional preparation/planning time. The intent of this provision is to provide planning time in blocks of not less than 30 minutes. On rainy days, the regular classroom may be used for student instruction not involving the 3rd grade teacher.

9.12 Inclement Weather

9.12.1 In the event schools are closed due to inclement weather or other acts of nature, bargaining unit employees shall be released from their on-site duty hours after appropriate supervision, appropriate transportation, and/or release to parents or designated persons of their students have been accomplished.

9.12.2 On an individual school basis, at the discretion of the principal, on an "inclement weather" schedule lunch periods may be reduced to thirty (30) minutes, duty free. The "inclement weather" schedule shall be developed by the site principal in collaboration with staff with the intention of preserving the regular duty-free lunch whenever possible.