

ARTICLE 6

HOURS OF EMPLOYMENT

6.1 Hours of Employment for Unit Members Employed for the Regular School Year

The definition of instructional minutes under this provision will conform to law.

6.1.1 Full-Time Classroom Teachers Except as Specifically Noted

6.1.1.A Total Work Days

The regular school year for classroom teachers shall consist of a total of one hundred eighty-three (183) workdays. The regular school year for classroom teachers on a year-round schedule with one (1) or two (2) tracks shall consist of a total of one hundred eighty-three (183) workdays. The regular school year for classroom teachers on a year-round schedule with three (3) or more tracks shall consist of a total of one hundred eighty (180) workdays. One day prior to the start of school shall be a non-student work day for classroom preparation and administrative meeting time (such as Staff Meetings, Department Head meetings, Department meetings, Grade level meetings, New Teacher meetings, etc.) shall be kept to a minimum, not to exceed three (3) hours total.

6.1.1.A.1. All classroom teachers shall be required to be present as assigned by the District on each workday during the regular school year, unless otherwise excused.

6.1.1.A.2. Of the total one hundred eighty-three (183) workdays during the regular school year, there shall be a total of one hundred eighty (180) teaching workdays. Of the remaining three (3) days, two (2) shall be considered non-teaching workdays, and one shall be a mandatory District-scheduled staff development day. Of the total one hundred eighty (180) workdays for teachers on a year-round schedule with three (3) or more tracks, there shall be a total of one hundred seventy-seven (177) teaching workdays. Of the remaining three (3) days, two (2) shall be considered non-teaching workdays and one shall be a mandatory District-scheduled staff development day. The District will consult with CUTA before scheduling the before-school Staff Development day.

The District may schedule up to four (4) District-wide meetings each year. None of these District-wide meetings shall go beyond 5:00 p.m.

Each of these District-wide meetings may begin in excess of fifteen minutes beyond the student day as referenced in 6.1.1.B.2.c. The District will provide unit members with at least forty-five (45) calendar days notice of these meetings.

These meetings shall be attended by all unit members unless excused by their respective supervisors.

6.1.1.A.2.a.1) There will be two Initial Parent Conferencing days for K- 6 teachers at elementary school sites. For classes exceeding 20 students (excluding special day students) there shall be one additional, non-teaching, parent/teacher conference day. Conference days may be scheduled in full or half-day increments with the approval of the site principal. The determination will be based upon the availability of a qualified substitute teacher to cover the class. Whenever possible, when scheduling half days, classes will be combined to utilize one substitute teacher for two classes.

6.1.1.A.2.a.2) At least one of the two Initial Parent Conferencing Days for K-6 teachers shall be a non-student day.

6.1.1.A.2.a.3) If an Initial Parent Conferencing Day is a student day, the district shall provide appropriate lesson plans for use by the substitute teacher.

6.1.1.A.2.a.4) If an Initial Parent Conferencing Day is a student day, the district shall provide an appropriate setting for the conferences.

6.1.1.A.2.a.5) The teacher may determine the date of the second and/or third conferencing day(s) subject to scheduling of substitutes and facilities.

6.1.1.A.3 The scheduling of all work days, both teaching and non-teaching, during the regular school year shall be at the discretion of the District after prior consultation with CUTA.

6.1.1.A.4 The regular work year for unit members may be modified by mutual written agreement between the individual unit member and the District, with notice to the Association. The unit member must notify the Association of her/his intent to modify

Added
2001-02

Revised
1989-90

the work year. If written agreement is reached, such agreement shall be in effect for one (1) year.

Renumbered
2004-05

6.1.1.A.5 Unit members may be eligible or exchange days subject to the following conditions:

6.1.1.A.5.a A teacher who is teaching in an on-track assignment may be permitted to exchange instructional days with a unit member who is credentialed to teach the on-track assignment.

6.1.1.A.5.b Exchange days are to be used only for occasions where the contract does not provide a leave for the desired purpose.

6.1.1.A.5.c A District exchange arrangement shall be agreed upon by the affected teachers and must be approved by the principal at least five (5) days prior to the exchange period. The District exchange agreement shall be signed by all parties prior to the exchange period.

6.1.1.A.5.d Pay back of exchange days is the responsibility of the involved unit members. The District bears no responsibility for the enforcement of private exchange day agreements between individual unit members nor shall the District be liable for the payment of additional compensation based upon any teacher working beyond his/her contracted work year due to unreimbursed exchange days.

6.1.1.A.5.e If an exchange is denied, the teacher shall be provided, upon request, written confirmation that the request has been considered, denied and the reasons therefore.

6.1.1.B Hours on Teaching Work Days

All classroom teachers shall be required to work the following hours on teaching workdays as scheduled at the discretion of the District.

6.1.1.B.1 Student Day Time

Revised
2004/05

6.1.1.B.1.a K-6 Classroom Teachers Working in Elementary Schools

6.1.1.B.1.a.1) Elementary Preparation Time

Revised
2001-02

In addition to the classroom preparation time specified in the Non-Student Day Time section of the Agreement, each K-6 teacher may request and receive the following

preparation time to be delivered as follows. All minutes referred to below are based on student instructional minutes.

(a) Kindergarten Teachers will receive the following:

Thirteen (13) days of substitute prep time and sixty (60) minutes per week of partner release time (referred to in 6.1.1.B.1.b.2).

(b) Teachers of grades one through three will receive:

Eleven (11) full sessions of prep time and thirteen (13) one-half sessions of prep time to be delivered by full time equivalent (FTE) teachers such that lesson plans are not required. Each full session is one hundred thirty (130) minutes and each half session is sixty-five (65) minutes of student instruction. In addition, seven (7) half days of substitute prep time may be taken in either full or half day increments. When half-day substitute prep time is combined with one of the eleven (11) full sessions above, the length of the substitute half-day is the time needed to complete the student day.

(c) Teachers of grades four through six at Elementary School Sites will receive the following:

Eleven (11) full sessions of prep time and thirteen (13) one-half sessions of prep time to be delivered by full time equivalent (FTE) teachers such that lesson plans are not required. Each full session is one hundred thirty-five (135) minutes and each half session is sixty-five (65) minutes of student instruction. In addition, seven (7) half days of substitute prep time may be taken in either full or half day increments. When half-day substitute prep time is combined with one of the eleven (11) full sessions above, the length of the substitute half-day is the time needed to complete the student day. Also, each teacher (except those teaching third and fourth grade combination classes which qualify for class size reduction categorical statutory funding) will receive at least thirty-four (34) sessions of thirty (30) minutes of prep time per year to be delivered by full time equivalent (FTE) teachers such that lesson plans are not required.

(d) Teachers of Pre School and Elementary Special Day Classes (SDC) will receive the following:

Twelve days of prep time to be taken in full or half-day increments delivered by substitute teachers.

The Elementary Prep Time Task Force recommendations dated May 14, 2002 are included as Appendix J for historical reference only. The Elementary Prep Time Task Force is a subcommittee of bargaining, structuring its meeting dates to meet the needs that arise during each school year. A minimum of one meeting each year will be designated to evaluate the existing programs and also review the facilities issue. The Task Force will forward minutes, if taken, and recommendations, if any, from all meetings to the respective bargaining teams and will schedule the first meeting no later than February 1 of each school year.

Revised
2004/05

- 6.1.1.B.1.a.2) The teacher shall use the scheduled preparation time for classroom preparation work.
- 6.1.1.B.1.a.3) On the first non teaching work day the prep time teachers in collaboration at each site will design the schedules for prep time sessions so that they are as evenly spaced as possible. The District has the final determination on these schedules as well as days and hours for preparation time, including preparation time provided by substitutes. The scheduling shall be as equitable as possible from site to site.
- 6.1.1.B.1.a.4) The District may direct the teacher to perform other than class preparation duties during the preparation time provided such duties are limited to emergency situations as deemed necessary by the District.

6.1.1.B.1.b Kindergarten Teachers

- 6.1.1.B.1.b.1) One (1) two hundred (200) minute teaching session as principal classroom teacher or not more than one (1) two hundred five (205) minute teaching session as principal classroom teacher in year-round schools with three or more tracks.
- 6.1.1.B.1.b.2) Not more than an additional sixty (60) minutes during which time said teacher will, at District discretion, a) serve as a teacher assistant to another on-site kindergarten teacher, or b) serve as a teacher assistant to assist students in a first grade class with their developmental skills, or c) serve as a teacher assistant to assist students in a second or third grade class with their developmental skills

Deletion
2004-05

(limited to teachers employed and/or voluntarily transferred into a kindergarten class after October 1, 1982), or d) perform preparatory work for said teacher's own classes.

6.1.1.B.1.c Teachers of Grades One (1) Through Three (3)

Revised
2004-05

6.1.1.B.1.c.1) Not more than two hundred eighty (280) minutes of teaching in traditional and one track YRE schools plus recess supervision. Not more than two hundred eighty-six (286) minutes of teaching plus recess supervision in year-round schools with three or more tracks.

6.1.1.B.1.d Teachers in Elementary Schools of Grades Four (4) Through Six (6) and Elementary Music Teachers:

Revised
2004-05

6.1.1.B.1.d.1) Not more than three hundred (300) minutes of teaching in traditional and one track YRE schools plus recess supervision. Not more than three hundred seven (307) minutes of teaching plus recess supervision in year-round schools with three or more tracks.

6.1.1.B.1.e Teachers in Junior High Schools and High Schools

Revised
2004-05

6.1.1.B.1.e.1) Not more than two hundred eighty (280) minutes of teaching divided into not more than five (5) teaching periods. The teaching periods and the preparation period for any classroom teacher shall not extend beyond six (6) consecutive class periods unless mutually agreed to by the teacher and the District. If by mutual agreement, the teacher's teaching periods and preparation period extend beyond six (6) consecutive periods, the teacher's total student day time will remain unchanged. Such mutual agreement shall be in writing and a copy forwarded to the Association.

6.1.1.B.1.e.2) Additional Sixth Period Class

A full-time teacher may volunteer and may be appointed by the District to teach an "additional Sixth Class." The weekly class time for the Additional Sixth Class will be equivalent in length to the weekly class time for the other classes at the school. This extra class assignment may be terminated by the teacher at the end of the grading period (i.e., at the end of the quarter for a quarter class; at the end of a trimester for a trimester class; at the end of a semester for semester and year classes with a minimum of three [3] weeks' notice to the District prior to the end of the

semester). The District reserves the right to terminate the class at its discretion. The teacher shall perform all additional work related to the Additional Sixth Class. The teacher's teaching periods and preparation period will extend beyond the regular six (6) consecutive periods. The class size provisions in Article 7, Class Size, of this Agreement are applicable to the Additional Sixth Class, with the exception of the maximum of 175 students assigned provision which may be increased to a maximum of 210 assigned students.

6.1.1.B.1.e.3) One (1) preparation period equivalent in length of time to one (1) of the teaching periods at the school will be assigned to teachers. The District may request a teacher to perform duties other than activities related to his/her professional responsibilities during a preparation period, provided such is limited to assisting staff during emergency situations as deemed necessary by the District. Pay for teaching a class during a unit member's preparation period, when assigned by the administration, shall be one-seventh (1/7th) of the unit member's daily rate of pay.

Revised
2004-05,
and 2007-
2008

6.1.1.B.1.e.4) The District may assign a maximum of twelve (12) advisory periods per school year to unit members. These shall not be teaching periods as defined in this Article. All teaching periods, the advisory period, and the preparation period shall, however, be held within the period of the day normally allotted to teaching periods and the preparation period.

Revised
2004-05

6.1.1.B.1.f Teachers of Alternative Education:

Revised
2004-05

6.1.1.B.1.f.1) Continuation High School: Not more than one (1) three hundred forty (340) minute teaching session each day of which no less than a 45 minute period will be set aside for teacher preparation.

6.1.1.B.1.f.2) Center For Alternative Learning: Not more than one (1) three hundred forty (340) minute teaching session each day of which no less than a forty-five (45) minute period will be set aside for teacher preparation.

6.1.1.B.1.f.3) Independent Study, 7-12: Not more than one (1) three hundred forty (340) minute teaching session each day of which no less than a forty-five (45) minute period will be set aside for teacher preparation. K-6 Independent Study

teachers will receive the same amount of preparation time as other K-6 elementary school teachers receive.

6.1.1.B.1.f.4) Community Day School: Not more than one (1) three hundred sixty (360) minute teaching session each day. Teachers of a Community Day School (as defined in Education Code sections 48660 et seq.) shall not receive a preparation period; rather, such teachers shall be deemed to teach an “additional sixth class” as defined in this agreement.

Added
2004/05

6.1.1.B.1.g Minutes and passing periods at the two comprehensive high schools will be as they were in the 2003-2004 school year, with the understanding that with the seven minute passing periods unit members will only be required to stay ten (10) minutes beyond the end of the student day instead of the fifteen provided in 6.1.1.B.2.a.

Added
2004/05

6.1.1.B.1.h Any change to beginning or ending time of the student schedule at any school, thus changing the working conditions for unit members, must be approved through the negotiations process before implementation.

6.1.1.B.1.i Online Teachers

Online teachers will work hours equivalent to that of other secondary classroom teachers; however, said time may be outside regular contract hours at the discretion of the teacher such that students are able to regularly and readily contact the teacher, and the regular class work performed by these teachers need not be done at a regular school site.

6.1.1.B.2 Non-Student Day Time

6.1.1.B.2.a An additional fifteen (15) minutes on-site engaged in activities related to the teaching task, prior to the opening of the student day and an additional fifteen (15) minutes on site so engaged after the close of the student day.

6.1.1.B.2.b An additional fifteen (15) minutes on-site for a total of thirty (30) minutes, prior to the opening of the student day or after the close of the student day such as the District shall select, which total time may be assigned for the purpose of student supervision. Based on each unit member's full or part-time service, all supervision time will be assigned as equitably as possible to all unit members. Except at small rural schools, said thirty (30) minute period days shall not be in excess of five

(5) in any one (1) school calendar month for any one (1) teacher.

6.1.1.B.2.c Teachers shall work such additional hours as the District shall designate, not to exceed eight (8) hours in any one school calendar month, or sixty (60) hours in any one (1) school year, for the purposes of meetings or activities authorized and directed by management personnel, as the District shall, in its discretion, deem necessary. Except for Back to School Night and Open House, or as noted in 6.1.1.A.2, all activities are to begin within fifteen (15) minutes of the end of the student day. Except for meeting called to respond to an emergency situation, unit members will be given seven (7) calendar days' prior written notice of the meeting. Staff Development may be held during these hours provided that Staff Development is on the meeting agenda. The District shall schedule all faculty meetings to commence not earlier than fifty (50) minutes prior to the start of the student day. Meetings prior to the start of the student day shall not be held at a school site during a school year unless in that year two-thirds (2/3) of the unit members assigned to the site have agreed to permit them.

Revised
2004/05,
2005-2006,
2007-2008

6.1.1.B.2.d The classroom teacher will work additional time necessary to complete the responsibilities enumerated in this section. These responsibilities are to be completed at the discretion of the individual teacher within time frames as directed by the District:

Revised
2004-05

- 6.1.1.B.2.d.1) completing classroom preparation, including but not limited to daily and long-range instructional planning, instructional materials selection and preparation, etc.
- 6.1.1.B.2.d.2) keeping of student reports and records on attendance, behavior, grades, performance, tests, citizenship, and other student reports and records
- 6.1.1.B.2.d.3) maintaining a proper and professional classroom environment
- 6.1.1.B.2.d.4) completing any further activities necessary to accomplish the teacher's professional responsibilities.

Responsibilities to be completed as directed by the District:

- 6.1.1.B.2.d.5) participate in the evaluation of the teacher's performance and the improvement of her/his performance

6.1.1.B.2.d.6) participate in parent and/or student conferencing, advising and communications

Revised
2004-05

6.1.1.B.2.d.7) participate in fire drills, civil defense preparation and other student safety, health and welfare requirements.

Revised
2004-05
and 2007-
08

6.1.1.B.2.e All classroom elementary school teachers for grades one (1) through six (6) and Alternative Education School teachers shall be provided with a ten (10) minute morning and a ten (10) minute afternoon unassigned relief period each day, less student passing time as scheduled at the District's discretion. These relief periods will not be scheduled adjacent to the beginning and ending of the student day, or to the student lunch, unless a majority of the affected teachers at a school site elect to schedule the relief period at that time. Before the end of each school year, for implementation in the following school year, each site will vote regarding the scheduling of the relief period. A copy of each site's selected schedule, for both regular and rainy days, will be forwarded to CUTA and the District prior to the first student day of the school year.

6.1.1.B.2.f All unit members shall each day be provided with one (1) duty-free, uninterrupted lunch period of thirty (30) minutes, or the length of the student lunch period at the site, if longer, provided, however, that to allow for student passing time, inclement weather days or in emergency situations as deemed necessary by the District, said lunch period may be thirty (30) minutes even though the student lunch period at the site is longer than thirty (30) minutes.

6.1.1.B.2.g The Standards Based Report Card will continue to be a pilot program in 2007-2008, 2008-2009, 2009-2010.

During those years, the Report Card will be fully utilized by all elementary teachers. The effects of any District changes to the Report Card shall be the subject of negotiations in 2008-2009 and 2009-2010 if applicable.

Three District representatives and three CUTA appointed representatives shall develop a report card assessment survey which will be sent to all teachers using the Report Card. The survey process will be completed by December 15th of each year.

Upon the completion of the survey process, the District will fund a Report Card Assessment Task Force that will consider the outcome of the report card survey. The purpose of the task force is to (1) create and/or modify a report card and assessments that report student progress to parents, (2) design and organize report card elements so that there is consistency of reporting elements and order

of these elements across grade levels with respect to issues such as types of assessments, the number of assessments and study habit categories and (3) mitigate the impact of the report card on CUTA member's work hours without compromising the quality or amount of classroom instruction.

The core task force shall consist of two representatives from the grades kindergarten through sixth grade. Core representatives must be regular classroom teachers currently teaching at the grade level they are representing. Each grade level member must be from a different school site. The District will appoint one member from each grade level and CUTA will appoint one member per grade level. In addition, the District will appoint 2 unit members from support personnel (e.g. RSP, title 1, ELD) and 2 administrators will be members of the Task Force.

The Task Force Report will be completed by April 15 of each year of this agreement and forwarded to the District and CUTA bargaining teams.

The District will fund an Assessment Budget at each elementary school site of One Hundred Sixty Dollars (\$160) per classroom that is required by the District to use the Standards Based Report Card. Actual dispersal of the allotted funds will be determined at each school site by the group of all teachers who are required to utilize the Standards Based Report Card. Examples of permissible uses include aide time, substitute teacher time, clerical support, etc.

Section 6.1.1.B.2.g may be opened in 2010-2011 by either party, exclusive of reopener stipulations in Article 19.

6.1.1.C Hours on Non-Teaching Work Days

Revised
2004-05

All unit members shall work a total number of hours on each non-teaching work day equal to the hours required on teaching work days as scheduled at the discretion of the District. The hours of work on non-teaching workdays (except elementary parent/teacher conference days scheduled by the teacher) shall conclude at or before three o'clock p.m.

6.1.2 Counselors, Nurses and Library Media Teachers

6.1.2.A

The work year, the total number of work days for each work year, the total number of teaching work days, non-student day time, hours on non-teaching work days, the provision of staff development days and the District ' s

Revised
2004-05

discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in this Article.

Revised
2004-05

- 6.1.2.A.1 The regular school year for counselors, nurses, and library media teachers may be extended to include up to a maximum of ten (10) extra workdays for extra pay at each person's daily rate of pay. Any and all such extra workdays, or any portion thereof, may be scheduled at the mutual consent of the unit member and immediate supervisor. Extra days will be scheduled either prior, subsequent, or during the regular school year, or any combination thereof. Such extra workdays shall be scheduled only on days the District office is open.

6.1.3 Unit Members Serving as High School Athletic Directors

Revised
2004-05

The regular school year for athletic directors may be extended to include up to a maximum of ten (10) extra workdays for extra pay at each person's daily rate of pay. Any and all such extra workdays, or any portion thereof, may be scheduled at the mutual consent of the unit member and immediate supervisor. Extra days will be scheduled either prior, subsequent, or during the regular school year, or any combination thereof.

6.1.4 Reading Teachers and School Resource/Support Teachers

Revised
2004-05

The work year, the total number of work days for each work year, the total number of teaching work days, non-student day time, hours on non-teaching work days, the provision of staff development days and the District's discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in this Article. Resource/Support teachers include, but are not limited to, music teachers, elementary prep time teachers and elementary English Language Development (ELD) teachers.

6.1.5 "Rovers"

Renumbered
2004-05

- 6.1.5.A A "roving" teacher is not assigned any classroom and therefore changes classrooms every time a given track goes off track.

- 6.1.5.B A teacher may volunteer only to be a "rover" and will be assigned to the position if approved by the principal.

6.1.6 "Track-In/Out" Days

The District agrees to provide "track-in" days, which do not reduce the annual number of student instructional days. When a track-in day is not provided for by the District following an off-track period of time of at least three weeks, the District will compensate the returning teacher for additional time spent in classroom preparations using the following guidelines:

- 6.1.6.A One(1) full day's pay for a teacher who is returning to a different classroom.

6.1.6.B One-half (1/2) day's pay for a teacher who is returning to the same classroom that was previously occupied by that teacher, but was used by another teacher/program during the off-track period of time in such a manner that the classroom must be re-established as determined by the District.

This section does not apply to teachers concurrently (excluding track breaks) assigned to the same room.

The District will schedule each track-out day as a minimum day for students.

6.1.7 Additional Time for Extra-Pay "Assignments"

Revised
2004-05

The District may assign responsibilities to a unit member that are in addition to those responsibilities as defined previously in this article. Whenever possible, the additional responsibility will be mutually agreed to by the district and the unit member. Although these additional responsibilities are a consequence of a unit member's regular assignment, the unit member shall receive an extra-pay stipend (See Extra-Pay "Assignments" listed on schedule W-EPM, W-EP SA) since these additional responsibilities will require additional time beyond that defined within this article. A unit member shall work such additional time as shall be required to complete the additional responsibilities in a professional manner.

6.1.8 Additional Time for Extra-Pay "Positions"

6.1.8.A Each unit member who has served satisfactorily, as determined by the District, in an extra-pay position during the current school year and expresses a willingness to be appointed to the same extra-pay position for the following year will be notified by June 1 of his/her reappointment for the next school year (reappointment provisions do not apply to teacher-in-charge positions). Unit member appointment/reappointment to teacher-in-charge positions will be made annually at the discretion of the District in compliance with the provisions of this Agreement. The appointment will be contingent upon the program being offered by the District in that school for the following year.

Revised
2004-05

6.1.8.B An extra-pay position which is not filled via the reappointment process will be declared an open position. When a position is declared open, the District will publicize the open position by posting a notice of the open position at each school. The notice will include a list of qualifications for the position. All unit members who are interested in being considered for the position (see Extra-Pay "Positions" listed on Schedules W-EPM, W-EP SA and W-EPA) may submit an application to the District Personnel Office.

Revised
2004-05

6.1.8.C The District will first consider unit member applications for the open position. A unit member candidate who is properly qualified, as determined by the District, will be appointed to the position unless there is more than one qualified unit member applying for such position. In such instances, the district will interview all qualified unit members to determine the person appointed to the position. In the event that no unit member is appointed to the position, other

Revised
2004-05

applicants will be considered. Appointments to all extra-pay positions will be based on district timelines and contingent upon the program being offered in the school for the following year.

6.1.8.D Each unit member who is appointed to an extra-pay position will work such additional time as necessary to complete the responsibilities in a professional manner as set forth in the District-adopted job description. The District may amend or modify job descriptions at the conclusion of each school year to be applicable to the subsequent year.

6.1.9 Part-Time Employment

Unit members employed part-time shall work a pro rata share of minutes when compared to the applicable full-time position described in this Article.

6.1.10 Teachers of Designated Instruction and Services (DIS), Special Day Class (Severe) and Communicatively Handicapped Students

Revised
2004-05

The work year, the total number of work days for each work year, the total number of teaching work days, non-student day time, hours on non-teaching work days, the provision of staff development days and the District's discretion to schedule work days, both teaching and non-teaching, for the unit members referenced herein shall be as provided in Article 6.

6.2 Hours of Employment for Unit Members Employed for Summer School

6.2.1 Total Work Days

Revised
1989/90

The summer school work year for unit members shall begin at the discretion of the District, and shall consist of the following work days:

6.2.1.A A maximum of twenty-nine (29) work days for the regular Summer School session, plus such additional days as shall be required for special Summer School programs. The number of said workdays shall be determined at the discretion of the District.

Revised
2004-05

6.2.1.B All unit members shall be required to be present as assigned by the District on each work day during the summer school.

6.2.1.C The scheduling of all work days during the summer school shall be at the discretion of the District.

6.2.2 Hours on Work Days

All unit members shall be required to work the following hours on workdays as scheduled at the discretion of the District:

Revised
1997/98

6.2.2.A One (1) two hundred forty (240) minutes teaching session plus recess supervision for elementary summer school. One (1) two hundred fifty (250) minutes teaching session plus recess supervision for secondary summer school.

6.2.2.B An additional fifteen (15) minutes on-site engaged in activities related to the teaching task, prior to the opening of the student day and an additional fifteen (15) minutes on-site so engaged after the close of the student day.

6.2.2.C Any and all additional hours required as set forth in the job description as determined by the District.

6.2.2.D Such additional hours as the District shall designate, not to exceed five (5) hours during the summer sessions covered by the Contract, for the purpose of faculty meeting, grade-level meetings and planning sessions.

6.2.2.E Recognizing that additional time is required, the unit member shall complete the following additional responsibilities at the professional discretion of the individual teacher within time frames as directed by the District.

Revised
2004-05

6.2.2.E.1 completing classroom preparation including, but not limited to, daily and long-range instructional planning, instructional materials selection and preparation, etc.

6.2.2.E.2 keeping of student reports and records on attendance, behavior, grades, performance, tests, citizenship and other student reports and records

6.2.2.E.3 maintaining a proper and professional classroom environment

6.2.2.E.4 completing any further activities necessary to accomplish the teacher's professional responsibilities

6.2.2.E.5 participate in the evaluation of the teacher's performance and the improvement of her/his performance

6.2.2.E.6 participate in parent and/or student conferencing, advising and communications

Revised
2004-05

6.2.2.E.7 participate in fire drills, civil defense preparation and other student safety, health and welfare requirements.

6.3 Extra Work

6.3.1 Payments for Extra Work

Revised
1989/90

The District will pay for extra work initiated by the District to which a unit member consents in writing as follows:

Revised
2004-05

6.3.1.A Work performed outside the contract work day shall be paid at the hourly rate of one-seventh (1/7) of one-one hundred eighty-third (1/183) of such unit member's salary on the regular salary schedule per hour worked.

Revised
2004-05

6.3.1.B Work performed during a contract workday and while serving on a defined Task Force on release time shall be paid an additional one-third (1/3) of the unit member's hourly rate per hour worked as calculated in section 6.3.1.A

6.3.2 Exceptions

Exceptions to the above extra work-extra pay arrangements include the following work:

Revised
2004-05

6.3.2.A The District may require work during release time from a teaching workday without extra pay for inservice activities approved by the District after consultation with CUTA. Further, the District may require work during release time from a teaching work day without extra pay for reactive problem solving conferences, for individual problems deemed essential by the site administrator, for evaluations of interim and terminal graduation competency requirement assessments, for parent conferencing, for instructional planning and articulation, and inservice activities at the school site(s).

6.3.2.B Work voluntarily performed without written agreement.

6.4 Part-Time Employment Full-Time Retirement Credit

Added
2004-05

Bargaining unit members at their own option and subject to District approval, may, under the following conditions, elect to reduce their workload from full-time to part-time and receive full credit toward retirement.

6.4.1 Unit members must have been employed full-time in the District in a position requiring certification for at least ten (10) years, of which the five (5) years immediately preceding were full-time employment. Sabbaticals and other approved leaves do not constitute a break in service; however, such leave is not used to compute the five (5) years full-time service requirement prior to entering the program.

6.4.2 Unit members must have reached age fifty-five (55) prior to reduction in work load; however, unit members may not be older than age sixty-five (65). Unit members in the program who reach sixty-five (65) years of age during a school year may continue on a part-time basis through that school year.

6.4.3 The option of part-time employment must be exercised at the request of the unit member and can be revoked only with mutual consent of employer and unit member.

- 6.4.4 Unit members shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which unit member makes payments that would be required if he/she remained under full-time employment.
- 6.4.5 Unit members shall receive full health benefits, as provided in the teaching contract, in the same manner as a full-time unit member.
- 6.4.6 Minimum part-time employment shall be equivalent to one-half (1/2) the number of days of service required by the unit member's contract of employment during final year of service in a full-time position.
- 6.4.7 A unit member who meets minimum qualification and participating requirements is entitled to receive a full year of service credit and have the retirement allowance, as well as any other benefits, based upon the salary that would have been received if employed on a full-time basis. Unit member failing to meet all of the above requirements will receive only that service credit based on the ratio of earnings to earnable salary and will not receive service credit that would have been received if employed on a full-time basis.
- 6.4.8 This option is limited to certificated unit members who do not hold positions with salaries above that of a school principal.
- 6.4.9 This option is limited to a period of ten (10) years of such part time status.
- 6.4.10 A unit member who chooses this option and the District shall contribute to the State Teachers Retirement Fund the amount that would have been contributed if employed on a full-time basis. Part-time status shall be based on a full school year, with minimum compensation paid on time worked equal to no less than one-half time. Unit members will be paid on a monthly basis for twelve (12) months.
- 6.4.11 Eligibility for placement in the program will be determined by the District on an individual basis, considering subject areas, enrollments, etc.
- 6.4.12 Part-time certificated personnel are responsible for attending faculty meetings and pre-school meetings. They are also to assume the same portion of "other duties" (supervision, etc.) equal to their teaching obligation factor. The principal may modify these requirements according to the specific situation.
- 6.4.13 Ninety (90) days of service, exclusive of sick leave, bereavement leave or personal necessity leave, are required in this program.
- 6.4.14 Unit members may resign any time, subject to the provisions of #3 above, but may not return to full-time employment in the District. Participation is limited to ten (10) years. At the end of the ten-year, part-time employment period, a unit member is required to submit a resignation. Unit members may resign prior to the end of ten-year, part-time employment period.