

ARTICLE 10

HOURS AND ADJUNCT DUTIES

10.1 Length of Workday

10.1.1 Hours. Unit members who are assigned to the classroom are required to be on campus and perform school based services fifteen (15) minutes prior to the start of their first assigned period and remain for seven (7) hours, fifteen (15) minutes, except as in Article 10.5.6. Unit members not assigned to the classroom are required to be on campus fifteen (15) minutes prior to the start of the school day and remain for seven (7) hours and fifteen (15) minutes to provide essential school functions, except as in Article 10.5.6.

10.1.1.1 Counselors and psychologists are required to be on campus fifteen minutes prior to the start of the school day and remain for eight (8) hours inclusive of lunch Monday-Thursday and seven (7) hours and fifteen (15) minutes inclusive of lunch on Fridays except as in Article 10.5.6 and Article 10.1.1.1.1.

10.1.1.1.1 An alternate schedule may be used by counselors to accommodate parent conferences as long as total hours remain the same.

10.1.2 Amendments to Prescribed Teaching Hours. The provisions of Article 10.5.1 may be amended, if required, for the establishment of new or revised programs involving flexible schedules or other varying time blocks under the following conditions:

10.1.2.1 If approved by a two-thirds (2/3) secret ballot vote of at least 85 percent of the certificated staff assigned to the site involved, (See Appendix E) and there is no increase in the hours per week, as stated in Section 10.1.1. Unit members may cast an absentee ballot.

10.1.2.2 Once a two-thirds (2/3) secret ballot vote of the certificated staff involved is approved as set forth in Article 10.1.2.1 above, the selection of which flexible schedule to be implemented, will be determined by a majority vote of at least 85 percent of the certificated site staff and reviewed by ACT REP Council.

10.1.2.3 After a three (3) year period with the non-traditional schedule, a simple majority vote of at least 85 percent of the certificated staff assigned to the site shall be required to retain, adjust, or revert back to the traditional schedule. The Association and the District may mutually agree to reconsider at an earlier date.

10.1.2.4 The weekly schedule shall not exceed 7.25 hours per day and preparation time will be a minimum of 275 minutes a week except for weeks containing special arranged days. A special arranged day is defined as any day other than a regular school day.

10.1.2.5 The schedule shall have staff development/collaboration, school wide staff meetings, and department meetings within the workday.

10.2 Professional Day. The above hours and duties constitute a unit member's professional day.

10.3 Early Release. Upon prior request, the principal may release a unit member during the minimum on-campus duty day, provided such request does not interfere with the unit member's instructional, professional or other assigned responsibilities.

10.4 Duty-Free Lunch Period. Except for unit members at the District alternative schools, a duty-free lunch period at least equivalent to the pupil lunch period shall be provided for each full-time unit member. The duty-free lunch period shall not be less than thirty (30) consecutive minutes. Passing time shall be excluded from the thirty (30) minutes. Unit members at the District alternative schools shall be entitled to at least thirty (30) minutes duty-free lunch period.

10.5 Work Load/Adjunct Duties

10.5.1 Number of Periods. The number of periods assigned each full-time unit member who is assigned to the classroom shall be six (6). Five (5) of these shall be instructional periods and one (1) period shall be for preparation and shall be free of any assigned activities, except for IEP activities, meetings with supervisors regarding evaluation observations, 504 meetings, parent conferences, and classroom substitution as in 10.5.4.

An additional exception to the use of a preparation period will occur during a full professional development pull out day.

The number of periods (instructional sessions) at the online high school will be five (5). Full time bargaining unit members at the online high school will teach five sessions and have one preparation period which shall be free of any assigned activities, except for IEP activities, meetings with supervisors regarding evaluation observations, meeting with supervisors and staff, and parent conferences.

10.5.1.1 The 6/4 work assignments (i.e., responsibility to teach six (6) classes in the fall and only four (4) classes in the spring.)

10.5.1.1.1 When a 6/4 work assignment is voluntarily agreed to by a unit member and a site administrator, the daily teaching loads shall be adhered to proportionately.

10.5.1.1.2 Teachers assigned to a 6/4 schedule shall work six periods inclusive of lunch during the first semester (7.25 hours). During the second semester, the teacher shall work four periods with a prep period, exclusive of lunch. All unit members shall be given an equal opportunity for such an assignment when the master schedule permits doing so. When a 6/4 work assignment is agreed to by the unit member and the respective site administrator, the individual's work day may include a conference period before or after the regular school day. Such 6/4 arrangements are to be considered commitments subject to mutual agreement in the event that changes are deemed necessary for the second semester.

- 10.5.1.2 No Bargaining Unit Member assigned to the classroom shall be required to change rooms more than two times per day. The maximum number of different rooms assigned shall be three (3).
- 10.5.1.3 Site administration shall work with the campus director to make every effort to maintain a maximum of three (3) preparations for a veteran teacher, and a maximum of two (2) preparations for a first-year teacher.
- 10.5.2 A unit member who holds a valid teaching credential in the subject area may accept a sixth instructional period (except as in Article 12.6, 12.8, 12.9) provided that the District cannot hire an additional teacher and the Association agrees. Administration shall provide all certificated staff members with an equal opportunity to teach a sixth instructional period when one exists during their conference period. (See Appendix A).
- 10.5.3 Only one subject may be assigned to an instructional period. Two levels of a subject may be assigned provided there is mutual agreement between that teacher and site administration. If the unit member is probationary, the administration will notify the campus director or the Association. This does not prohibit a multilevel subject, as defined in the Course Description, from being assigned to an instructional period.
- 10.5.4 The principal shall make a reasonable effort to assign unit members to a classroom substitution on an equitable basis. The unit member assigned to a period of substitution shall be paid one-fifth (1/5) of step one, Class D, per diem, rate. At the principal's discretion, a counselor who possesses a valid teaching credential will be eligible to substitute in a classroom.
- 10.5.5 Classroom Substitution. When a teacher is absent for three or more teaching periods, the District shall make a reasonable effort to obtain a substitute.
- 10.5.6 Adjunct Professional Duties. Unit members (including part-time unit members) are required to perform necessary professional adjunct duties.
- 10.5.6.1 Unit members who are assigned to the classroom are required to do adjunct duties that include but are not limited to lesson planning, program development, instructional material preparation, paper grading, parent conferences and communications, and student advisement. These duties also include providing instruction, supervision, and direction for aides assigned to the teacher during direct teaching periods. (Education Code 54482)
- 10.5.6.1.1 Bargaining unit members shall communicate with parents and administration, in a timely fashion, in person, via telephone, e-mail and/or voice mail.
- 10.5.6.2 Unit members who are not assigned to the classroom are required to do adjunct duties that are particular to their assignment. These duties include but are not limited to instruction, pupil supervision, pupil/parent advisement, due process

hearings, pupil support, career guidance, recognition program, parent contacts and conferences with parents and/or teachers.

10.5.6.3 Non-Classroom Duties. Unit members (including part-time unit members) are required to attend school-wide staff meetings, department meetings, staff development/collaboration, one back-to-school, report card, or open house night. Unit members (including part-time unit members) may be required to attend professional growth activities, staff development meetings, and to participate in necessary pupil supervision or work assignments.

10.5.6.3.1 Based on input from the site leadership team, a school may have one additional voluntary back-to-school, report card or open house night.

10.5.6.3.2 Unit members at continuation schools, Community Day may be required to attend up to two back-to-school, report card or open house nights.

10.5.6.4 Staff Meetings. There shall be one school wide staff meeting per month not to exceed one and one-half (1½) hours in length that will include all bargaining unit members. The school wide staff meeting that occurs on the non-instructional day prior to the start of school is not included in the one per month count. When a majority of staff agrees, the staff meetings may occur after school. When period-by-period meetings are called by the administration in lieu of a staff meeting, the unit member has the option of attending the meeting during his/her preparation period or attending an identical meeting held before or after school on the same day. On shortened pupil days, the staff is required to attend seven and one-quarter (7¼) hours. School meetings on these days shall be designated as follows:

One Week – School-Wide Staff Meeting

One Week – Department Meetings

One Week – Staff Development/Collaboration with Department

One Week – Staff Development/Collaboration

Fifth Week – Staff Development/Collaboration developed by site leadership committee

10.5.6.4.1 Unit members may work with administration to determine collaboration content.

10.5.6.4.2 During a school's WASC visitation year, or the year prior to the visitation, up to four (4) days may be granted by the District as minimum days for pupils consisting of 240 minutes of instruction. Unit members shall utilize the remainder of the regular workday for WASC.

10.5.6.4.3 The Association and Superintendent may mutually agree to a special staff meeting as necessary.

10.5.6.5 Back-to-School Nights. A minimum day of 240 minutes shall be held the day of the required back-to-school, report card or open house night, unless the site Principal and Campus Director agree it should be held the day after, and the

following day is not a scheduled shortened pupil day. Back-to-school, report card or open house night shall not exceed three (3) hours per event.

10.5.6.5.1 Article 10.5.6.5 does not apply to voluntary back-to-school, report card or open house nights.

10.5.6.6 Assignments. Assignment shall refer to an assignment for pupil supervision or duties necessary for the operation of the event.

10.5.6.6.1 The number of supervision or work assignments shall be no more than two (2) and shall be assigned to all unit members on an equitable basis. The District shall make a good faith effort to fill all non-paid work assignments on a volunteer basis. Graduation and baccalaureate shall be assigned to a unit member every third or every other year with no more than one third (1/3) of the staff being assigned for graduation and baccalaureate. If additional staff is needed, a unit member may volunteer to have graduation count as one of their two assigned duties. An assignment that exceeds three (3) hours shall be counted as two (2) assignments. No assignment shall count for more than two (2) assignments. An event on Saturday, Sunday, or non-work day or off campus events shall be on a voluntary basis and shall count as two (2) assignments, exclusive of graduation or baccalaureate. Paid assignment shall count as a supervision or work assignment when the unit member makes a request of administration that a paid duty count as one of their required supervision or work assignments. If the request is granted the unit member will not be paid for this duty.

10.5.6.6.1.1 Teachers assigned to continuation schools will be assigned to graduation each year.

10.5.6.6.2 Assignment Categories

<u>Non-Paid Sports Categories</u>	<u>Paid Sports Categories</u> <u>(Rate \$30.00 per paid event)</u>
	All CIF Finals
Badminton - Supervision	
Boy's Basketball (Varsity)- Supervision	Score Keeper, Announcer, Timer, Clock, Videographer, Ticket Seller, Ticket Taker
Boy's Basketball (JV)- Supervision	Score Keeper, Announcer, Timer, Clock, Videographer, Ticket Seller, Ticket Taker
Boy's Soccer (All Levels)- Supervision	
Freshman Football-Supervision	Score Keeper, Clock, Videographer, Chains
Girl's Soccer (V/JV)- Supervision	
Girl's Basketball (V/JV)- Supervision Worker (Voluntary)	Clock, Score Keeper
Girl's Volleyball (V/JV)- Supervision Worker (Voluntary)	
Swimming (Co-ed)-Supervision Timer (Voluntary)	
Powder Puff Football- Supervision	
Track (Co-ed) Worker (Voluntary)	
Varsity Football – Supervision	Ticket Seller, Spotter, Score Book, Announcer, Timer, Clock, Videographer, Ticket Taker, Chains
Water Polo (Co-ed all levels) – Supervision	
Wrestling – Supervision	Timer
<u>Performing Arts (Ticket Seller and Taker, Supervision)</u>	
There shall be no more than fourteen (14) performing arts events assigned as duties per school year	
Cabaret Scholarship Concert	Dinner Theatre
Jazz and Band Concert	Spring Concert Play
Spring Dance Production	Dance Concert
Spring Production	Spring Choral Concert
Spring Band Concert	Winter Drama
Fall Play	Fall/Winter Dance Show
Band Concert	Winter Concert

Dances (Supervision)	
There shall be no more than five (5) dances assigned as duties per school year including the Prom	
Additional events that require supervision by bargaining unit members may be added to the above list with prior written approval from Associated Chaffey Teachers	

- 10.5.6.7 If a unit member is absent from school on the day of an assignment, the administration shall find a substitute. This constitutes a missed assignment and must be made up. If the unit member is unable to make-up the duty during the current school year, an additional duty will be assigned the following school year.
- 10.5.6.8 If a unit member is unable to fulfill an assignment and notifies the administration in writing at least twenty-four (24) hours before the event, the Administration shall find a substitute. The assignment shall be made up if the substitute does not perform the assigned duties. If the unit member does not notify the administration at least 24 hours before the event, this shall be counted as a missed assignment and must be made up. Emergency situations will not be subject to this provision and will be evaluated on a case-by-case basis.
- 10.5.6.9 No unit member shall be assigned to more than one assignment in any five (5) day period unless the unit member requests the assignment.
- 10.5.6.10 New staff members added after the original assignments are made will be given their fair share of assignments from the original list. Assignments for staff yet to be hired shall be made with the original assignments.
- 10.5.6.11 Prior to first day of the school year a comprehensive list of extra duty assignments shall be given to the campus director and a copy shall be sent to the Association and District Personnel Office. Revisions may be made to cover unique problems or events scheduled after the list was completed and/or revised. The revised list shall be sent to the Association and all unit members by the second week of school.
- 10.5.6.12 By the end of the second week of school, a comprehensive list of extra duty assignments shall be given to all unit members, and a copy shall be sent to the Association and District Personnel Office. Revisions may be made to cover unique problems or events scheduled after the list was completed. The revised list shall be sent to the Association.
- 10.5.7 Alternative Schools. The articles contained elsewhere in this agreement are modified and/or not applicable as follows:
 - 10.5.7.1 A maximum of 50 percent of the teaching positions in the District Alternative Studies Program (ASP) may be placed on a modified work year schedule to

accommodate program needs as determined by the District with the agreement of the Association. Teachers will be notified of their work year as indicated in 17.2.1.

10.6 Work Year

10.6.1 The duty days for regular day employees shall be as follows:

- 10.6.1.1 One hundred eighty (180) instructional days plus two (2) non-instructional work days prior to the school year for a total of one-hundred eighty-two (182) work days. Bargaining unit members at the online high school may teach an alternate schedule but shall not exceed the 180 school days per year. Mandatory meetings shall take no more than a total of three (3) hours during the non-instructional day(s).
- 10.6.1.2 Counselor's work year shall be one hundred-ninety-two (192) work days. Five (5) consecutive work days will be scheduled within the eight (8) days prior to the first non-instructional day and five (5) consecutive per diem days will be scheduled within the seven (7) days of the conclusion of the school year. The above-mentioned work days shall be scheduled by site administration. The additional work days shall be scheduled no later than May 15th.
- 10.6.1.3 Psychologist's work year shall be one hundred-ninety-two (192) work days. Five (5) consecutive work days will be scheduled prior to the first non-instructional day and five (5) per diem work days will be scheduled within the seven (7) days of the conclusion of the school year. The above-mentioned work days shall be scheduled by site administration. The additional work days shall be scheduled no later than May 15th.
- 10.6.1.4 The number of scheduled work days for summer employees and adult school teachers are to be determined by the District.
- 10.6.1.5 Specialists assigned paid duty days in addition to the regular work year as specified in 10.6.1.1-10.6.1.3. These duty days for teacher librarians and resource specialists shall be advertised and assigned as early as possible. In the event any specialist elects not to serve, the additional work days shall be assigned in an equitable manner.
- 10.6.1.6 In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said work days with the Association.
- 10.6.1.7 Up to a maximum of 50 percent of the teaching positions in the District Alternative Studies Program (ASP) may be placed on a modified work year schedule to accommodate program needs as determined by the District with the agreement of the Association. Teachers will be notified of their work year as indicated in 17.2.1.

10.6.1.8 The negotiated school year calendars listing all instructional days, non-instructional days, and holidays are incorporated into this agreement and attached as Appendix G.

10.7 Preparation Time

10.7.1 In the event that a unit member accepts a sixth (6) instructional period, he/she shall be available as necessary to fulfill the responsibilities of the position, parent and pupil conferences, IEP activities, and meetings with supervisors regarding evaluation observation as needed.

10.7.2 A unit member who is on a part-time teaching assignment shall be assigned a conference period prorated on the basis of their assignment.

10.8 Three Year Out-of-Classroom Assignment Limitations

10.8.1 School Site Out-of-Classroom Assignments. There is a three (3) year limit on out-of-classroom assignments. Bargaining unit members who fill these positions will do so utilizing Article 17.2.

10.8.2 Non-School Site Out-of-Classroom Assignments. All bargaining unit employees who are assigned to non-school or non-classroom assignments (excluding teacher librarians, counselors, nurses, psychologists, Instructional/Technology coaches and speech language and hearing specialists), shall not be permitted to continue in such positions for more than three (3) years. There is no assurance of a minimum length for such assignments. On completion of such an assignment, the employee shall not, for a minimum of two (2) years, be eligible for succeeding non-school or non-classroom assignments.

10.9 Recognizing that unit member contact with pupils is the primary responsibility of the District's professional staff and that professional staff effectiveness, in part, depends upon positive District support, the District shall:

10.9.1 Provide teachers required to move from one classroom to another after the start of the work year with the necessary release time and timely physical assistance to facilitate the transition.

10.9.2 Ensure that in any case where a teacher determines that there is an unsatisfactory working relationship between that teacher and an aide assigned to his/her classroom, the teacher may initiate a request to the principal or designee to meet to attempt to resolve the matter.

10.9.3 Not require unit members to perform special medical procedures unless they have been specifically trained to do so and are provided with necessary assistance.

10.10 Assessment Schedule

10.10.1 All bargaining unit members shall be assigned duties equitably during the scheduled assessment time. The final assessment schedule will be developed by administration and the campus director and in accordance to Article 10.5.1 no later than fourteen (14) days prior to State mandated assessment dates.

10.10.2 When periods are modified to accommodate assessments, preparation time shall be equitable among teachers. Teachers, who have extra preparation time due to the testing schedule, shall provide assessment support during that extra time.

10.10.3 Unit members not assigned to the classroom shall be required to provide assessment support.

10.11 Unit Members Assigned Duties at More Than One School

10.11.1 Unit members assigned duties at more than one school shall be provided adequate work space, supplies, access to a desk and appropriate storage space.