ARTICLE 8 – BARGAINING UNIT MEMBER WORKING HOURS

- 8.1 The number of work days for Certificated Teaching Bargaining Unit Members will be one hundred eighty-four (184) days. The number of instructional days will be one hundred eighty (180) days. Certificated Teaching Bargaining Unit Members shall have four (4) workdays; three (3) days shall be prior to the beginning of school, of the three (3) days, one (1) full day and one (1) half day shall be unencumbered by meetings or professional responsibilities including Meet and Greet, Back to School, training(s), etc. The fourth workday will occur on the non-student workday in January. This day shall be used exclusively for individual teacher classroom work and preparation.
- 8.2 The number of workdays for counselors will be one hundred ninety-four (194) days. Counselors shall have four (4) workdays; three (3) days shall be prior to the beginning of school, of the three (3) days, one (1) full day and one (1) half day. The fourth workday will occur on the nonstudents workday in January. This day shall be used exclusively for office work.
 - 8.2.1 The ten (10) additional days shall be prior to the beginning of the school year and/or after the end of the school year as agreed upon by the District and the Association and as indicated on the District Calendar. These days may include centralized enrollment days annually. Any change in calendar shall be discussed and agreed upon by the Association.
- 8.3 Newly hired Bargaining Unit Members will attend a District orientation for processing prior to the first day of school. The District will notify the Association President of the date of the new hire orientation by June 30 by email. Up to one hour shall be allotted for the Association's presentation.
 - 8.3.1 In the event that a new Bargaining Unit Member does not attend the Association presentation, they shall attend a scheduled make-up orientation within the first fifteen (15) work days of the school year.
 - 8.3.2 In the event that a Bargaining Unit Member is hired after the first day of school, the District will notify the Association President of the approximate date of processing. The District and the Association will discuss and mutually agree on a meeting time with the least impact to classroom instruction for the Association to meet with the new Bargaining Unit Member. The Association will designate two representatives to attend. This agreement is entered into pursuant to AB 119.
- 8.4 All Bargaining Unit Members, TK-12, have an official work day of seven (7) hours, plus duty free, thirty (30) minute lunch. Prep time applies to all Bargaining Unit Members and is based on a five (5) day work week. Prep time can be allocated, using the time the students are taught by the Music, Art and/or PE teachers and the first thirty (30) minutes of early out days. Prep time shall be allocated for extended kindergarten teachers outside the instructional minutes. Bargaining Unit Members are required to remain on campus during their preparation period unless authorized to leave by an immediate supervisor.
 - 8.4.1 Four (4) early out Wednesdays per school year will be unencumbered by a meeting or training. These dates will be determined by the school site administrator.
 - 8.4.2 A prep period is a scheduled time when individual Bargaining Unit Members can plan and prepare for their classes or accomplish related work. Prep times will be calculated with a minimum of thirty (30) minutes.

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The following prep times at sites will be in effect:

Grades TK-5 prep time is 140 minutes per week. A minimum of thirty (30) minutes to a maximum of fifty (50) minutes of prep times can be utilized outside of student contact hours on early out Wednesdays.

Grades 6–8 prep time is 220 minutes per week (1 prep period per scheduled rotation)

Grades 9–12 prep time is 225 minutes per week (1 prep period per scheduled rotation)

Alternative Education prep time is 225 minutes per week

Any Special Education Bargaining Unit Member shall receive up to eight (8) days of release time to be utilized to prepare for Individual Education Plans (I.E.P.). Release time must be approved by the site administrator.

- 8.5 Bargaining Unit Members shall be entitled to at least one (1) thirty (30) minute, duty-free lunch period daily, except in case of an emergency that affects the health and safety of students.
- All Bargaining Unit Members are expected to perform certain non-teaching duties as an integral part of their job assignment, including supervision of students before, during and after school; attendance at faculty meetings; parent-teacher conferences; conferences with the immediate supervisor concerning employment matters; open houses and back-to-school night; and in-service meetings. For programs and activities other than those listed above, the immediate supervisor may ask first for volunteers prior to assigning Bargaining Unit Members "professional responsibilities" in addition to the regular assignment. Professional responsibilities include school activities such as chaperoning dances, supervising sporting events, attending parent support group meetings and attending "after work hours" programs. Such programs and activities, other than those listed above, shall be equitably distributed among Bargaining Unit Members.
- 8.7 Bargaining Unit Members, who must complete coursework during the current school year to meet state credentialing requirements, may request release time through Human Resources if all other alternatives have been exhausted.
- 8.8 Any Bargaining Unit Members in grades TK-5 will take extra students when a substitute is not available and shall receive the per student rate for the day. Bargaining Unit Members in grades 6-12 who take extra students because of a split class shall receive the per student rate of pay. Bargaining Unit Members in grades 6-12 shall not be required to substitute during their preparation period unless the administrator is unable to find a volunteer. Administration will establish a volunteer list at the beginning of the year that can be changed throughout the year. A Bargaining Unit Member who is assigned to substitute shall receive the hourly rate.
- 8.9 Involuntary period subbing shall be limited to absences as enumerated in Article 15 Leaves, emergency situations, or student related events.
- 8.10 In-service meetings will be held during allowed early out days, whenever possible.

ARTICLE 8 - BARGAINING UNIT MEMBER WORKING HOURS

- 8.11 Calendar Committee: The District agrees to establish a joint Calendar Committee composed of an equal number of district representatives, association representatives and other stakeholder representatives appointed by their respective groups. In addition, the School Liaison Officers from the Marine Corps Logistics Base and Fort Irwin will be invited to provide information, but shall not have a vote on the committee. The size of this committee shall be determined by mutual agreement of all parties.
- 8.12 The purpose of this Committee shall be to develop a District calendar which includes non-paid holidays and other non-paid days.
- 8.13 In the event that the Association or the District disagree with the committee's recommendations prior to ratification, the Association and the District agree to negotiate the District Calendar.

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