

ARTICLE 14

WORK YEAR AND WORKDAY

14.1 WORK YEAR

14.1.1 Unless otherwise stated, the length of the work year for bargaining unit members shall be as follows:

14.1.1.1 For bargaining unit members teaching at schools on a traditional schedule, the work year shall be one hundred eighty-six (186) days with one hundred eighty (180) days allocated to teaching.

14.1.1.2 The first two (2) days of the school calendar are District professional development days. An additional District professional day will occur within the school year determined by mutual agreement between the District and the Association.

(A) Each bargaining unit member shall be entitled to one (1) flex day annually and shall be completed by documenting hours spent fulfilling job responsibilities outside of the paid workday. Time shall be claimed by submitting a signed affidavit attesting to these hours. This time may replace a previously negotiated member-directed day and may not occur during any other compensated time.

14.1.1.3 The first day before student attendance and the last day of the school year are teacher-directed days. An additional teacher-directed day will occur during the school year determined by mutual agreement between the District and the Association.

14.1.1.4 Unless otherwise provided in a bargaining unit member's contract, the work year for the following Appendix C position shall be:

(A) Counselors

(1) The counselor work year shall be equivalent to the teacher work year plus seven (7) additional days.

(2) Counselors shall be paid on a separate salary schedule identified in an Appendix to this Agreement.

(3) Counselors shall report to work four (4) workdays prior to the teacher report date.

(4) Counselors shall work the three (3) remaining additional days as floating days scheduled upon the mutual agreement of the bargaining unit member and the site administrator.

14.1.1.5 Bargaining unit members in their first year of employment by the District shall have a work year one (1) day longer than that set out in Section 14.1.1.1 above.

14.1.2 The Board shall attempt to schedule spring vacation between the third (3rd) and fourth (4th) quarters for schools on a traditional year schedule.

14.1.3 All bargaining unit members shall be provided with a color-coded copy of the calendar agreed upon by the Association and the District.

14.2 WORKDAY

14.2.1 The provisions governing bargaining unit members' workday, as set forth in this Article, are intended to strike a balance between completing the District's essential activities and ensuring the bargaining unit members adequate time, apart from work for the District, for personal, family, and social activities.¹

14.2.2 Bargaining unit members shall work the time reasonably necessary to discharge their essential instructional and professional duties.

14.2.2.1 "Essential instructional and professional duties" shall mean those customary and typical tasks and functions that a reasonable education professional in a comparable position would expect to perform in the course of their ordinary duties.

14.2.2.2 Bargaining unit members shall not be required to perform duties that do not meet the criteria set out in Sections 14.2.2 above unless one of the following requirements are met:

- (A) Bargaining unit members freely and voluntarily agree to perform those duties, or
- (B) The duties arise from a written agreement between the District and the Association.

14.2.3 Unless otherwise provided by this Agreement, bargaining unit members shall be at their work site to begin their workday at least thirty (30) minutes before the beginning of the instructional day as required by California Code of Regulations, Title 5, Section 5570. The minimum unit member on-site workday shall be 7.5 hours.

14.2.3.1 Unless otherwise provided in this Agreement, bargaining unit members teaching at secondary schools are required to complete six (6) consecutive periods or time blocks at the site to which they are assigned when the instructional day is composed of six (6) periods or time blocks.

¹ Section 14.2.1 is intended as an aid in the interpretation of the provisions of this Article and is not grounds for a grievance under Article 17 of this Collective Bargaining Agreement.

14.2.4 When bargaining unit members' essential instructional and professional duties extend beyond the time specified in Section 14.2.2, duties that are not dependent upon the bargaining unit members' physical presence at the site do not have to be performed at the site.

14.2.5 With reasonable prior notice, the workday of a bargaining unit member may extend beyond the time set in Section 14.2.2.2(B) for the following:

14.2.5.1 Any activity undertaken freely and voluntarily by the bargaining unit member.

14.2.5.2 Meetings or activities related to individual student discipline, progress, or learning difficulties provided that:

(A) To the extent practicable, these meetings or activities shall be held before the beginning of the instructional day or during the school day when the bargaining unit member is released from the bargaining unit member's regular duties.

(1) These meetings may be held no earlier than the report time for the bargaining unit member(s).

(2) These meetings shall begin no later than fifteen (15) minutes past the time of the bargaining unit member's regular day student dismissal time.

(B) No bargaining unit member may be required to remain in a meeting or meetings under Section 14.2.5.2 beyond thirty (30) minutes after meeting begins unless the meeting is held during the bargaining unit member's workday when the bargaining unit member is released from the bargaining unit member's regular duties.²

14.2.5.3 Duties related to student dismissal are provided as follows:

(A) The bargaining unit member's on-site workday shall not be extended for more than fifteen (15) minutes.

(B) The school site administration shall develop a dismissal duty plan.

(1) The dismissal duty plan must equitably allocate dismissal duties among the bargaining unit members.

(2) The dismissal plan must not require the presence of more bargaining unit members than reasonably necessary to perform dismissal duties each day.

² Pursuant to Educational Code 56341(f-h) a Bargaining Unit Member must remain for the entire IEP meeting unless excused by the parent and local educational agency.

- (3) The duty plan must assure that bargaining unit members do not have student dismissal duties more often than is reasonably necessary and, except the first two (2) weeks of classes, in no case more often than alternating weeks.

14.2.5.4 Elementary Evening Events

- (A) No more than two (2) evening events during the school year, provided as follows:
 - (1) These events shall not be more than sixty (60) minutes in length.
 - (2) These events must be scheduled as close to the end of the normal workday as possible while accommodating the reasonable needs of parents and families who attend.
- (B) These events may include, but are not limited to, Back to School Night and Open House.

14.2.5.5 Secondary Evening Events

- (A) Unit members shall not be required to attend more than two (2) evening events during the school year.
 - (1) These events shall not be more than ninety (90) minutes in length each.
 - (2) Evening events must be scheduled as close to the end of the normal workday as possible while accommodating the reasonable needs of parents and families who attend.
 - (3) These events may include, but are not limited to, Back to School Night, Open House, and/or graduation.
 - i The professional expectation is for unit members to remain until the conclusion of the high school graduation ceremony unless prior arrangements are made with the site administrator at least forty-eight (48) hours in advance, when possible.

14.2.5.6 Where a school site has a minimum day at the end of the first or second semester, bargaining unit members may leave the site with the dismissal of students, provided that the bargaining unit member's classroom or work area is left in reasonably neat and orderly condition and the bargaining unit member has notified the administrative office at the site that the bargaining unit member is leaving.

14.2.6 Lunch Period

- 14.2.6.1 Included within the workday, each bargaining unit member shall have one (1) uninterrupted duty-free lunch period.

14.2.6.2 The lunch period shall normally be equivalent to the student lunch period at the bargaining unit member's school, but in no case shall it be less than thirty (30) minutes.

14.2.6.3 The lunch period shall not include passing periods or any other time during which the bargaining unit member has required contact with, or responsibility for, students.

14.2.7 Elementary Schools Inclement Weather Provisions

14.2.7.1 Elementary school bargaining unit members shall be entitled to compensatory time on subsequent workdays as set forth below whenever the normal student contact time is extended due to inclement weather.

(A) The site administrator shall have the discretion to determine whether or not inclement weather exists.

(B) Compensatory time on subsequent workdays shall equal the actual additional student contact time incurred as a result of the inclement weather.

(1) Compensatory time shall be shared equally between Administrator-directed time and Member-directed time unless mutually agreed otherwise.

(C) "Compensatory time" shall mean the amount of time by which the bargaining unit members at the site may leave before that specified in Section 14.2.

(1) Compensatory time shall not be taken during student contact time.

(D) Unless otherwise agreed by the site administrator and bargaining unit member, the bargaining unit member shall normally take advantage of the compensatory time during subsequent minimum days.

(1) The bargaining unit member shall not be required to utilize the compensatory time during the next minimum day.

(2) Compensatory time must be utilized within the next six (6) subsequent minimum days after the time during which it was earned.

14.2.7.2 Prior to the first day of student attendance, each elementary school site shall establish a written inclement weather procedure for the upcoming year setting forth the following:

(A) The site's procedure for declaring an inclement weather schedule.

(B) A procedure for classroom coverage in order to ensure that each bargaining unit member with student instruction or supervision

responsibilities has a health and welfare break when normal recess breaks have been canceled.

14.2.8 Miscellaneous Workday Provisions

- 14.2.8.1 Bargaining unit members shall not be required to teach a split schedule.
- 14.2.8.2 Resource Specialist Program (RSP) teachers and Speech Language Pathologist (SLP) teachers shall have an on-site workday equal to that of other bargaining unit members at that site.
- 14.2.8.3 Bargaining unit members shall be allowed flexible workday hours, as agreed by the site administrator, on workdays that do not include student contact.
- 14.2.8.4 Bargaining unit members who are required to attend district-mandated training during release time from the bargaining unit members' usual duties shall not be required to prepare lesson plans for substitutes or other materials other than those that the bargaining unit member would prepare in the normal, everyday course of the bargaining unit members' duties.

14.3 Modifications and innovations affecting the workday are subject to the following:

- 14.3.1 Any innovations requested by a specific school site, including, but not limited to, changes to the workday, must have the approval of seventy-five percent (75%) of the affected bargaining unit members as determined by a secret ballot of the affected bargaining unit members in an election conducted by the Association.
- 14.3.2 Any innovation or modification is further contingent upon written agreement of both the District and the Association after they have considered the impact of the innovation on the Collective Bargaining Agreement, Board Policy, Education Code, and past practices.
 - 14.3.2.1 Any agreement under Section 14.3.1 is subject to review by the District and the Association upon completion of the first year of innovation.
 - 14.3.2.2 Upon request and approval for a third continuous year, an innovation shall remain in force until a review is requested either by the District or Association.
 - (A) The request for review must be submitted in writing by either party to the other by the end of the first semester.
 - (B) Upon receipt of a request for review, an existing innovation shall become subject to all provisions of Section 14.3.
 - 14.3.2.3 If neither the District nor the Association request a review of an innovation or modification under Section 14.3, there may be no grievance based on Section 14.3 during the school year in which neither the District nor the Association fail to request a review.

- 14.3.3 Any innovation or modification approved pursuant to this section shall not result in an increase in the time, exclusive of passing periods, that bargaining unit members are responsible for, or in required contact with, students.
- 14.3.4 The District and the Association agree to meet, negotiate, and reach a written agreement prior to the development and implementation of any plan that may extend bargaining unit members' instructional day.
- 14.3.5 Modification and Innovations shall be submitted for consideration to Fontana Teachers Association and the District by the end of the first semester in order to receive final approval by April 1 for implementation the following school year.

14.4 ORGANIZATION OF THE INSTRUCTIONAL DAY

14.4.1 Secondary Schools

14.4.1.1 The instructional duties of bargaining unit members assigned to secondary schools shall not exceed five (5) instructional periods in a six (6)-period daily schedule.

- (A) A "subject" shall mean any instance in which the bargaining unit member must do any of the following for a class with a specific, distinct course title, with the exception of homeroom:
 - (1) Prepare lessons, lectures, or other activities
 - (2) Assess, evaluate, or assign grades to students
 - (3) Teach, supervise, or manage students
 - (4) Take attendance.
- (B) With the exception of bargaining unit members teaching self-contained classes³, bargaining unit members assigned to secondary schools shall not normally teach more than three (3) subjects during any grading period.
- (C) With the exception of bargaining unit members teaching self-contained classes, no bargaining unit member teaching secondary school shall be involuntarily assigned more than three (3) subjects.
- (D) If the school site has a schedule that provides for classes before or after the regular class schedule at that site, an assignment to teach a class before or after the regular class schedule must be voluntary.
- (E) No assignment of a subject may be made for capricious, arbitrary, or punitive reasons.

³ "Self-contained class" shall mean a class in which one bargaining unit member teaches multiple subjects to the same group of students.

14.4.1.2 The District and the Association agree that, in certain situations, bargaining unit members in the secondary schools may teach an additional period and be compensated at an additional one-sixth (1/6th) of the individual's per diem rate of compensation.

(A) Work subject to compensation shall include:

- (1) Preparation for the beginning of school
- (2) Work on student non-attendance days
- (3) Duties on days when the bargaining unit member, in the normal course of activities, would be responsible for the students

(B) The following provision shall govern the determination of, and assignment to, an additional period pursuant to Section 14.4.1.2:

- (1) The District shall determine the staffing requirements at each secondary school.
- (2) Before offering or making assignments to additional one-sixth (1/6th) period teaching positions, the District shall make every effort to preclude the need for such additional assignments including, but not limited to, making a good faith effort to employ sufficient qualified teachers to fill all vacant teaching position.
- (3) The District shall not utilize these provisions to replace or eliminate any teaching positions.
- (4) The assignment of unit members to the teaching of an additional period under to Section 14.4.1.2 shall be completely voluntary.
- (5) Bargaining unit members with less than one (1) year of classroom teaching experience shall not normally be offered a one-sixth (1/6th) additional period teaching assignment.
- (6) Notice of additional one-sixth (1/6th) period opportunities:
 - i Additional one-sixth (1/6th) period opportunities which have been created for the subsequent school year shall be posted⁴ at the school for five (5) working days prior to the last day of school at that site.
 - ii Additional one-sixth (1/6th) period opportunities that are created after the last day of school at that site, but prior to the

⁴ For the purposes of this article, any document shall be deemed to be posted when it is sent to bargaining unit members through district email.

commencement of the subsequent school year, shall be posted at the school for not less than five (5) working days and announced at the first faculty meeting before the arrival of students.

iii Any other one-sixth (1/6th) additional period opportunities must be announced and posted at the school for a period not less than five (5) working days.

(7) The following procedures shall be used for the assignment of bargaining unit members to additional periods of instruction pursuant to Section 14.4.1.2:

i Assignments for one-sixth (1/6) additional period opportunities for classes created before the fifteenth (15th) day of student attendance shall be made as follows:

(a) Bargaining unit members who indicate an interest in teaching the additional period shall be listed and ranked in the order of their departmental seniority with the bargaining unit member with the most seniority ranked first and the other bargaining unit members in descending rank thereafter.

(b) The bargaining unit member with the most departmental seniority shall be offered the assignment.

(1) For purposes of interpreting Article 14, core intervention classes shall be considered part of the department for which the intervention is provided.

(2) By way of example, a bargaining unit member teaching a reading intervention class shall be considered part of the language arts department for the purpose of determining departmental seniority under Section 14.4.1.2.

(c) If two (2) or more volunteers have the same departmental seniority, the assignment shall be offered to the volunteer with the most school site seniority.

(d) If two (2) or more volunteers have the same departmental seniority and the same school site seniority, the assignment shall be offered to the volunteer with the most district seniority.

ii For classes created after the fifteenth (15th) day of student attendance, one-sixth (1/6th) additional period opportunities shall be assigned to the bargaining unit member who best meets the criteria below in order listed. For members who are equivalent under criteria Section 14.4.1.2.B.(7).ii(a), then Section 14.4.1.B.(7).2.ii(b) shall be controlling.

(a) Availability to provide instruction during the required additional periods with the least disruption of the master schedule.

(b) The bargaining unit member has the longest seniority at the school site, and

(c) When selecting a bargaining unit member for a one-sixth (1/6th) position, preference will be given to the bargaining unit member who has not had a one-sixth (1/6th) assignment in the prior school year.

14.4.1.3 If a bargaining unit member is excluded from consideration for a one-sixth (1/6th) position at a secondary school and the bargaining unit member disagrees with the exclusion, the bargaining unit member shall request a review of the exclusion by the Human Resources Department.

(A) Within five (5) working days, the District will advise the bargaining unit member of its determination of whether the exclusion is permissible.

(B) The timeline for initiating a grievance under 17.2.1 shall not begin until the end of the five (5)-day period in which the District makes its determination of whether the exclusion is permissible.

14.4.1.4 If the District determines that the classes taught by the bargaining unit member are a reasonable part of the subject matter area of a department, the District shall direct site administration to:

(A) Treat the time the bargaining unit member has taught the class as departmental seniority and

(B) Include the bargaining unit member in those bargaining unit members being considered for the one-sixth (1/6th) position.

14.4.1.5 Additional one-sixth (1/6th) class period assignments shall not normally be created for more than one (1) semester or trimester, and in no case shall such assignments be created for more than one (1) school year.

14.4.2 Elementary Schools

14.4.2.1 Every effort will be made not to create combination classes except where student enrollment clearly requires such action.

- 14.4.2.2 "Combination class" shall mean an elementary class that contains students from two (2) or more grades.
- 14.4.2.3 Bargaining unit members who teach elementary school combination classes will be paid a salary stipend in the amount set forth in Appendix C of this Collective Bargaining Agreement.
- 14.4.2.4 Bargaining unit members who are the teachers of record of elementary special education classes that contain students registered in two (2) or more grade levels are eligible for the combination stipend as follows:
- (A) The bargaining unit member teaching an elementary special education class and the site administrator shall review the IEPs (Individual Education Plans) of students in the bargaining unit member's class.
- (1) If the bargaining unit member and site administrator mutually agree that the needs of the students require that the bargaining unit member plan and deliver instruction from the Board-adopted core curricula of more than one (1) grade level, the bargaining unit member shall receive the combination class stipend set forth in Section 14.4.2.3 above.
- (2) If the bargaining unit member and site administrator mutually agree that the needs of the students do not require that the bargaining unit member plan and deliver instruction from the Board-adopted core curricula of more than one (1) grade level, the bargaining unit member shall not receive the combination class stipend set forth in Section 14.4.2.3 above.
- (3) If the bargaining unit member and site administrator cannot mutually agree, as set forth in Section 14.4.2.4(A)(1) or Section 14.4.2.4(A)(2), that the needs of the students require that the bargaining unit member plan and deliver instruction from the Board-adopted core curricula of more than one (1) grade level, the bargaining unit member shall not receive the combination class stipend set forth in Section 14.4.2.3, and the following provisions shall apply:
- i The bargaining unit member shall not be required to plan and deliver instruction from more than one (1) curriculum to the bargaining unit member's class.
- ii The bargaining unit member shall not be held accountable for, or be evaluated upon, planning and delivering instruction from curricula from more than one (1) grade level.
- (B) The site administrator will provide the bargaining unit member with a written conference summary indicating whether or not the bargaining

unit member will plan and deliver instruction from the Board-adopted core curricula of more than one (1) grade level and receive the combination class stipend set forth in Section 14.4.2.3 above.

- (C) The site administrator may use occasional informal reviews of lesson plans and administrator observations (formal, informal, or walk-throughs) to verify that the bargaining unit member is implementing the Board-adopted core curricula as agreed pursuant to Section 14.4.2.4(A)(1) above.

14.5 PERSISTENT VACANCY

14.5.1 Where the District is unable to hire a qualified person to provide instruction to a class, the site administrator may declare a “persistent vacancy” in order to provide necessary support to a substitute teacher who is teaching a class over a lengthy period of time until a full-time teacher is placed with the class.

14.5.2 When a “persistent vacancy” is declared, the following procedures apply:

14.5.2.1 The bargaining unit member tasks under a “persistent vacancy” include, but are not limited to, the following:

- (A) The preparation of lesson plans
- (B) Advising the substitute on the preparation of lesson plans
- (C) Evaluating and grading student work
- (D) Assigning term grades

14.5.2.2 Participation in providing persistent vacancy services shall be voluntary.

14.5.2.3 The opportunity to provide persistent vacancy services will be offered only to the following:

- (A) Fully qualified bargaining unit members
- (B) Bargaining unit members assigned to the site
- (C) Bargaining unit members who possess the appropriate credential and authorization to teach the class in which the vacancy is occurring

14.5.2.4 Compensation for persistent vacancy duties under Section 14.5 shall be at the bargaining unit member’s hourly per diem rate.

- (A) Persistent vacancy services for lesson plan preparation shall not exceed three (3) hours per week and shall be limited to time actually worked.
- (B) Persistent vacancy services for assessing and grading student work and for determining term grades shall include the actual time worked.

14.5.2.5 More than one (1) bargaining unit member may provide persistent vacancy support services to a class.

14.5.2.6 The bargaining unit members involved must follow a common grading scheme which reflects department or grade level standards or standards and which is developed by the teacher assigned to the lesson planning function.

(A) The grades for each period of instruction shall be given to the bargaining unit member providing term grades for that class and shall be included in the computation of term grades.

(B) The substitute teacher will grade student work that can be graded through computer scanning or with the use of an answer key.

14.5.3 Selection of bargaining unit members for assignments pursuant to Section 14.5 from among the bargaining unit members who meet the qualifications in Section 14.5.2.3 will be at the discretion of the site administrator.

14.5.3.1 The District shall notify the Association when bargaining unit members are selected to provide persistent vacancy services.

14.6 PREPARATION PERIODS AND TIME

14.6.1 "Preparation Period" or "Preparation Time" shall mean member-directed time during which bargaining unit members may carry out activities reasonably necessary to fulfill their essential instructional and professional duties as set forth in Section 14.2.2 including, but not limited to, reviewing and assessing student progress, teacher planning, preparing materials, collaborating with other bargaining unit members, and arranging the classroom or work area.

14.6.1.1 Within the workday, each bargaining unit member with a teaching assignment shall have "preparation" as provided in Sections 14.6.2 and 14.6.3.

14.6.1.2 The District agrees to protect bargaining unit members' member-directed preparation time from intrusion except as provided in this Agreement or other written agreements between the Association and the District.

14.6.1.3 Conferences with administrators shall normally be held, upon twenty-four (24) hours prior notice, during the bargaining unit members' preparation periods or during times within the on-site workday in which the bargaining unit member is released from their normal duties.

14.6.2 Secondary Schools

14.6.2.1 Bargaining unit members assigned to secondary schools shall have a preparation period equal to the length of one (1) period of student instruction.

14.6.2.2 When, due to short-term schedule changes for essential activities such as testing, it is not possible for all bargaining unit members teaching at a secondary school to have preparation time every day, bargaining unit

members must be provided member-directed preparation time over no more than six (6) days in an amount equal to the total preparation time for that period they would have had if not for the schedule changes.

14.6.3 Elementary Schools

14.6.3.1 Bargaining unit members teaching at elementary school sites shall be allocated twenty-five (25) minutes of preparatory time each day in addition to the time set forth in Section 14.2.3.

14.6.3.2 Preparation Period Program for Bargaining Unit Member Teaching Fourth (4th), Fifth (5th), or Sixth (6th) Grade Students

- (A) It is the intent of the District and the Association that there shall be a program within district elementary schools by which bargaining unit members teaching fourth (4th), fifth (5th), or sixth (6th) grade students have additional preparation periods during which time their students will receive instruction that enriches the curriculum through instruction in science, music, and/or physical education.
- (B) Bargaining unit members teaching fourth (4th), fifth (5th), or sixth (6th) grade students shall have two (2) additional periods of member-directed preparation time each week in addition to the preparation time set out in Section 14.6.3.1.
 - (1) These additional preparation periods will begin the first day of the second week of student attendance each year.
- (C) Itinerant teachers shall offer enrichment instruction in physical education, music, and/or science.
 - (1) Itinerant teachers providing instruction in this program will have the same number and length of preparation periods as bargaining unit member teaching fourth (4th), fifth (5th), or sixth (6th) grade students.
 - (2) If the itinerant teacher is unavailable and if there is no substitute teacher available to teach the enrichment period, the bargaining unit member who is the teacher of record for the class shall provide the instruction during the enrichment period.
 - i The bargaining unit member who is the teacher of record for the class shall be compensated at the bargaining unit member's Appendix C contract hourly rate of pay⁵ for providing the instruction during the enrichment period.

⁵ The "Appendix C contract hourly rate" is defined in the Appendix C Supplementary Salary Schedule provisions for hourly rate and period substitution.

14.6.3.3 Preparation Period Program for Bargaining Unit Members Teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students

- (A) It is the intent of the District and the Association that there shall be a program within district elementary schools by which bargaining unit members teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students have additional preparation periods during which time their students will receive instruction that provides intervention and/or enriches the curriculum.
- (B) Bargaining unit members teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students shall have one (1) additional period of member-directed time per week during the 2019-20 instructional year. One (1) additional period of member-directed preparation time per week will be added during the 2020-21 instructional year so that each kindergarten (K), first (1st), second (2nd), or third (3rd) grade teacher receives a total of two (2) periods per week. These preparation periods shall be in addition to the preparation time set out in Section 14.6.3.1.
 - (1) These additional preparation periods will begin the first day of the second week of student attendance each year.
- (C) Itinerant teachers shall offer intervention, remediation, and/or enrichment instruction.
 - (1) Itinerant teachers providing instruction in this program will have the same number and length of preparation periods as bargaining unit member teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students.
 - (2) If the itinerant teacher is unavailable and if there is no substitute teacher available to teach the enrichment period, the bargaining unit member who is the teacher of record for the class shall provide the instruction during the enrichment period.
 - i The bargaining unit member who is the teacher of record for the class shall be compensated at the bargaining unit member's Appendix C contract hourly rate of pay⁶ for providing the instruction during the enrichment period.

14.7 MINIMUM DAYS

14.7.1 Minimum Day Calendar shall be negotiated annually upon request of either party.

⁶ The "Appendix C contract hourly rate" is defined in the Appendix C Supplementary Salary Schedule provisions for hourly rate and period substitution.

14.7.1.1 If a mutual agreement is not reached by February 1, the current year calendar will be used as a default.

14.7.2 Administration-directed and member-directed minimum days shall be equitably distributed with no less than 50% of the total minimum days as member directed.

14.7.2.1 One (1) day each week shall be a minimum day on which students are dismissed early to provide time, as set forth below, for both administration-directed activities and member-directed preparation.

14.7.2.2 Minimum days each month shall be allocated as follows:

(A) Administrative-Directed Minimum Days

(1) Administration directed time on minimum days may be used for activities required by the district and school administration.

(2) These activities include, but are not limited to, the following:

- i Faculty meetings
- ii Grade-level meetings
- iii Staff development activities
- iv Grade-level planning
- v IEP meetings, SIT and SST meetings
- vi Action plan meetings
- vii Required student assessment reporting
- viii Other meetings or functions as are, or may be, required by the District or school administration

(3) Except in emergencies, meetings and activities mandated by the district and school administration shall be confined to administration time on minimum days.

(B) Member-Directed Time

(1) At least 50% of minimum days shall be member-directed time.

(2) This time may be used by bargaining unit members for, among other activities, the following:

- i Ordinary and necessary class preparation
- ii Regular student assessment activities
- iii Readying of the classroom for instruction
- iv Report card and student progress report preparation

- v Any other activity that is a normal, ordinary, and regular part of a bargaining unit member's duties
- (3) Each bargaining unit member shall, in her or his professional judgment, determine how to allocate and use member-directed time to fulfill essential instructional and professional duties.
- (4) The following shall be exceptions to Section 14.7.2.2(B):
- i Meetings made clearly necessary by unforeseen emergency circumstances provided that such meetings shall not extend beyond fifteen (15) minutes in length
 - ii Meetings and activities voluntarily undertaken by the bargaining unit member
 - iii Contacts with BTSA or PAR Teachers.

14.7.3 Conference and Final Examination Minimum Days

14.7.3.1 High Schools: Minimum days shall be scheduled for high school examinations at the end of both semesters.

14.7.3.2 The District shall also establish minimum days at elementary and middle schools for parent conferences.

14.7.3.3 On these minimum days, unit members may leave upon completion of professional duties.

14.8 MANDATORY FACULTY MEETINGS

14.8.1 Except in emergencies, mandatory meetings (including faculty meetings, grade-level meetings, articulation meetings, and required site staff development events) shall be held on minimum days as provided in Section 14.7.2.2.

14.8.2 Bargaining unit members shall be required to attend faculty meetings.

(A) "Faculty meetings" include site-mandated meetings and administration/district-mandated meetings such as district department meetings.

(B) These meetings shall be for the purpose of staff business and staff development.

(C) Additional faculty meetings may be called only on an emergency basis when conditions or issues exist that require immediate faculty involvement.

14.8.3 In addition to faculty meetings specified in Section 14.8.2 above, a team, grade level, or department may schedule optional meetings as may be necessary for team meetings, grade-level meetings, department curriculum, or instructional strategy sessions.

(A) Attendance at these meetings is voluntary.

- (B) Sign-in sheets will be kept only to the extent required for compliance with federal, state, and grant mandates and as may be necessary for bargaining unit members on a remediation plan.

14.9 ADJUNCT DUTIES

14.9.1 The District may, from time to time, assign bargaining unit members the following adjunct duties:

14.9.1.1 Up to two (2) after-school activities as provided in Section 14.2.5.4 and 14.2.5.5

14.9.1.2 Student dismissal duties as set forth in Section 14.2.5.3

14.9.1.3 Elementary school campus supervision and bus duties, provided the following conditions are met:

- (A) The duties must be equitably distributed.
- (B) The school site administrator shall create a schedule for all duties after consultation with, and the participation of, bargaining unit members assigned to the site.
- (C) The District and school administration will make a good faith effort to alleviate any need for bargaining unit members elementary teaching grades one (1) through five (5), including those teaching any kindergarten (K)/first (1st) grade combination, from having to perform supervision duties outside of their regular classroom duties during the school day except during inclement weather.
- (D) Bargaining unit members teaching at an elementary school shall not be required to provide campus supervision or bus duty more often than every two (2) weeks or more often than once a day.
- (E) Each site will develop a backup schedule to cover instances in which there is an absence of one or more of the student supervision support staff.
- (F) Where, due to circumstances particular to a site, it is not possible to comply with the requirements set forth above in Section 14.9.1.4, the site administrator shall develop a plan that complies with those requirements as closely as possible and shall provide the Association with a copy of that plan for review.
- (G) The bargaining unit members do not have more than ten (10) minutes of morning duty.
- (H) The bargaining unit members have morning duty no more than one (1) week at a time and no more often than every other week.

14.9.1.4 General supervision duties over extracurricular student activities such as dances, performances, and athletic events shall be voluntary.

14.9.2 Bargaining unit members as substitutes.

14.9.2.1 Except as provided in this Collective Bargaining Agreement, bargaining unit members shall not be required to substitute for other bargaining unit members.

14.9.2.2 Secondary Schools

(A) When bargaining unit members at a secondary school are needed to substitute for other bargaining unit members at that site, substitutes shall be drawn from a pool of volunteers.

(1) Each semester the names of the bargaining unit members volunteering to substitute shall be listed and posted at each site.

(B) If there are not sufficient volunteers in the pool to provide coverage, bargaining unit members teaching at the site may be required to involuntarily substitute for the absent bargaining unit member.

(1) The selection of involuntary substitutes shall be on a rotation of all bargaining unit members teaching at the site.

(2) Selection of involuntary substitutes shall be equitably distributed among bargaining unit members teaching at the site.

(C) Bargaining unit members who substitute for absent bargaining unit members shall be compensated in one (1) of the two (2) following ways:

(1) For each period of substitution at the rate of one (1) hour of the Appendix C contract hourly rate, or

(2) For each period of substituting, the bargaining unit member shall receive one-sixth (1/6th) day of accrued leave based on six (6) periods of instruction per day.⁷

14.9.2.3 Elementary Schools

(A) When bargaining unit members at an elementary school are needed to substitute for other bargaining unit members at that site, substitutes shall be drawn from a pool of volunteers.

(1) Each semester the names of the bargaining unit members volunteering to substitute shall be listed and posted at each site.

⁷ Accrued leave cannot exceed amount of leave the bargaining unit member would have accrued if the bargaining unit member had not taken any leave during the bargaining unit member's employment with the Fontana Unified School District.

The list shall indicate whether the bargaining unit members on the list are volunteering to include kindergarten (K), primary, or intermediate level students in the bargaining unit member's class.

- (B) If there are not sufficient volunteers in the pool to provide coverage, bargaining unit members teaching at the site may be required to involuntarily substitute for the absent bargaining unit member.
 - (1) The selection of involuntary substitutes shall be on a rotation of all bargaining unit members teaching at the site.
 - (2) Selection of involuntary substitutes shall be on equitably distributed among bargaining unit members teaching at the site.
- (C) When elementary bargaining unit members at elementary school sites substitute for other bargaining unit members, they shall be compensated for each substitution in one of the two following ways:
 - (1) Financial compensation
 - i Full-day substitution is defined as six (6) hours per day.
 - ii Compensation will be based on the following formula:
 - (a) The number of hours, to nearest half hour, during which the bargaining unit member substituted multiplied by Appendix C contract hourly rate divided by the number of bargaining unit members who substituted for the absent bargaining unit member.
 - (b) This formula can be expressed as:
$$\frac{\text{(Number of hours substituted * Appendix C contract hourly rate)}}{\text{Number of bargaining unit members who substituted}}$$
 - (2) Accrued leave based on the number of students above the target ratio set forth in Article 15 and the total time of substitution.⁸
 - i By way of example, in first (1st) through third (3rd) grades where the Target Ratio is twenty (20) students, providing substitute coverage for twenty (20) students would result in one (1) full day or six (6) hours of accrued leave.

14.10 Bargaining unit members shall not be assigned duties normally performed by District classified or administrative staff.

⁸ Accrued leave cannot exceed amount of leave the bargaining unit member would have accrued if the bargaining unit member had not taken any leave during the bargaining unit member's employment with the Fontana Unified School District.

14.11 ELEMENTARY SCHOOL PARENT CONFERENCES

- 14.11.1 At or near the end of the first quarter, up to five (5) minimum days shall be scheduled for elementary school parent conferences for bargaining unit members teaching at the site and the parents or guardians of bargaining unit members' students.
- 14.11.2 The Association and the District shall consult with each other and mutually develop guidelines for giving notice about, and holding, parent conferences.

14.12 CLASSROOM SHARING

14.12.1 Definitions:

14.12.1.1 Roving Model:

(A) "Roving" shall mean as follows:

- (1) At the elementary school level, roving is a system in which identified bargaining unit members move to a new classroom each time a track ends.
- (2) At the secondary school level, roving is a system in which a bargaining unit member has no assigned classroom and teaches in two (2) or more classrooms daily.

14.12.2 Every effort shall be made to exempt the following bargaining unit members from a required classroom sharing assignment:

14.12.2.1 Bargaining unit members with one (1) year or less teaching experience

14.12.2.2 Bargaining unit members teaching special education and severely handicapped students

14.12.2.3 Bargaining unit members who are referred to Peer Assistance and Review (PAR)

14.12.2.4 Bargaining unit members teaching kindergarten shall be exempt from any roving requirements.

14.12.3 In the event that the bargaining unit members specified in Section 14.12 are required to participate in a classroom sharing arrangement, they shall not be assigned to serve as the roving classroom in a roving model.

14.12.3.1 Notwithstanding the above, if a first-year inexperienced bargaining unit member is assigned to rove due to the need to create a class or to assign a bargaining unit member to the class after the beginning of the school year, the bargaining unit member assigned to rove shall be exempt from roving for the following school year.

14.12.4 Bargaining unit members assigned to secondary sites and who have an assignment involving roving.

- 14.12.4.1 Volunteers shall be assigned first.
- 14.12.4.2 After all volunteers have been utilized, further classroom sharing shall be equitably distributed.
 - (A) Every effort shall be made to assure that no bargaining unit member shall be required to classroom share two (2) consecutive years/terms.
 - (B) Every effort shall be made to ensure the close proximity and subject compatibility of assigned rooms.
- 14.12.4.3 Each bargaining unit member involved in classroom sharing shall be provided a workspace at the site to which the bargaining unit member is assigned. The workspace shall include a locking desk and a locking filing cabinet as well as access to a faculty phone and computer workstation.
- 14.12.4.4 Basic supplies, which are normally made available by the school, shall be made available in each room used in a classroom share assignment.

14.13 KINDERGARTEN WORKDAY

14.13.1 Kindergarten Grade Span Adjustment

14.13.1.1 Definitions

- (A) "Kindergarten Teacher of Record" shall mean the kindergarten teacher to whom all the students in a class are assigned during the full kindergarten instructional day.
- (B) The "Partner Kindergarten Teacher" shall mean a teacher who provides one hundred (100) minutes of language arts and math instruction to subgroups of twenty (20) students or less in another kindergarten teacher of record's AM-PM kindergarten class.

14.13.1.2 Basic Kindergarten Workday:

- (A) The basic kindergarten workday for bargaining unit members teaching in an AM-PM kindergarten, described in Section 14.13.7.5 below, shall be four hundred twenty (420) minutes, excluding lunch, comprised of the following components:
 - (1) One hundred (100) minutes of instructional time teaching exclusively language arts and math to the class for which the bargaining unit member is the teacher of record. This time is concurrent with the time during which a partner teacher is providing instruction in language arts and math as provided in Section 14.13.1.2(A)(3) in the same classroom.
 - (2) One hundred (100) minutes of total student instructional time teaching math, language arts, science, social science, motor

development, and English language development to a class for which the bargaining unit member is the teacher of record.

- (3) One hundred (100) minutes of shared time providing math and language arts instruction to twenty (20) or fewer students in another AM-PM kindergarten class.
- (4) Thirty (30) minutes before beginning of school day as provided in the California Code of Regulations, Title 5, Section 5570.
- (5) Ninety (90) minutes daily of member-directed preparation time.

(B) The basic kindergarten workday for bargaining unit members teaching in a staggered day kindergarten, described in Section 14.13.7.6 below, shall be four hundred twenty (420) minutes, excluding lunch, comprised of the following components:

- (1) One hundred (100) minutes used exclusively for math and language arts instruction to an “early group” of students
- (2) One hundred (100) minutes used exclusively for math and language arts instruction to a “late group” of students
- (3) One hundred (100) minutes of instructional time used teaching math, language arts, science, social science, motor development, and English language development to the early group and late group combined
- (4) Thirty (30) minutes before beginning of school day as provided in the California Code of Regulations, Title 5, Section 5570
- (5) Ninety (90) minutes daily of member-directed preparation time

14.13.2 Each school site shall develop a plan to provide for two (2) daily “health and welfare” breaks from student contact duties for each bargaining unit members teaching kindergarten.

14.13.2.1 The District will ensure, to the extent possible, that all bargaining unit members teaching kindergarten are provided traditional kindergarten teaching facilities or that their classrooms are as close to restroom facilities and drinking fountains as feasible.

14.13.2.2 A variety of strategies may be used to implement health and welfare breaks within the instruction day provided as follows:

- (A) The specific plan used by each school shall be agreed upon by the bargaining unit members teaching kindergarten at the site and the site administrator

- (B) The plan does not involve a loss of the bargaining unit members' class instructional minutes more than necessary for the bargaining unit member to utilize bathroom facilities and return to class
- (C) The plan is approved by the district
- (D) The plan is consistent with applicable law and the policies of the District Board of Education including those governing kindergarten instructional minutes.

14.13.3 Inasmuch as bargaining unit members who teach kindergarten do not participate in minimum days under Section 14.1.1, they shall not be required to attend faculty meetings. The site administrator shall establish other means consistent with the provisions of this Collective Bargaining Agreement for communicating essential information that was part of site faculty meetings to bargaining unit members teaching kindergarten.

14.13.4 Minimum Day Compensation

14.13.4.1 Bargaining unit members teaching in a "PM" kindergarten under an AM-PM kindergarten arrangement under Section 14.13.7.5 and bargaining unit members who teach in a staggered-day kindergarten under Section 14.13.7.6 will be compensated annually for two (2) minimum days at their per diem rate of pay for the end-of-semester minimum days.

14.13.4.2 Those kindergarten teachers who can be released from the daily one hundred (100) minutes will be released from one hundred (100)-minute instructional responsibilities in order to participate in the end-of-semester minimum days.

14.13.5 Kindergarten Parent Conference Procedures

14.13.5.1 Kindergarten Teachers of Record who have more than twenty (20) students shall receive additional compensation for ten (10) hours at their per diem rate of pay for parent conferences duties.

- (A) Kindergarten Teachers of Record who have twenty (20) or fewer students will be ineligible for additional compensation for parent conferences, but they will be released from instructional responsibilities during the scheduled parent conference week.

14.13.5.2 The Kindergarten Teacher of Record may schedule parent conferences during any portion of their normal workday except times in which they have duties involving student contact.

14.13.5.3 Regardless of when parent conferences are held by the bargaining unit member, each kindergarten Teacher of Record will be paid for parent conferences as provided in Subsection 14.13.5 above.

14.13.6 Kindergarten planning is expected to be a collaborative, participatory process involving the site administrator and bargaining unit members teaching kindergarten.

14.13.7 Selection of kindergarten class models

14.13.7.1 After consultation and discussions with bargaining unit members teaching kindergarten and after considering possible solutions and proposals presented by bargaining unit members teaching kindergarten, the school administration will have the final authority with regard to the models to be used at each individual school site for the implementation of kindergarten class size reduction, provided the following criteria are met:

- (A) The model or models must be feasible under the school site's program facilities, scheduling, staffing, program elements, and other constraints.
- (B) A model will not be considered feasible if the use of that model under provisions of this agreement requires that one (1) currently assigned bargaining unit member displace another currently assigned bargaining unit member from that bargaining unit member's grade or track assignment.

14.13.7.2 If a conflict regarding the selection of kindergarten class models at a site is not resolved at the school site, the Association President (or the President's designee) and the District's Assistant Superintendent for Personnel Services (or Assistant Superintendent's designee) will meet with the school administration and the planning committee of the school to discuss and consider the conflict.

14.13.7.3 After each school has identified the model or models which will be used at that individual school site, decisions with regard to the assignment of individual bargaining unit members to a classroom will be governed by the following:

- (A) After feasibility issues in Section 14.13.7.1 have been resolved, assignment to kindergarten classes will be based on bargaining unit member preferences as follows:
 - (1) The bargaining unit member with the most grade level seniority shall be offered the assignment of her or his choice.
 - (2) If two or more bargaining unit members have the same grade level seniority, the assignment shall be offered to the bargaining unit member with the most school site seniority.
 - (3) If two or more bargaining unit members have the same grade level seniority and the same school site seniority, the assignment shall be offered to the bargaining unit member with the most district seniority.

14.13.7.4 The selection of the appropriate models for kindergarten at each individual site will be made annually.

14.13.7.5 AM-PM (Shared Teaching) Kindergarten Model

- (A) In schools using this model, the kindergarten Teacher of Record teaches a class of up to the size specified in Article 15 of this Agreement while a share kindergarten teacher teaches language arts and math to a subgroup of twenty (20) students or less for one hundred (100) minutes. The kindergarten Teacher of Record and a partner kindergarten teacher then reverse their respective roles with the previous kindergarten Teacher of Record becoming the partner kindergarten teacher and the previous share kindergarten teacher becoming the kindergarten Teacher of Record for a second class up to the limits specified in Article 15 of this Agreement.
- (B) Within constraints imposed by student transportation needs, students shall be assigned to the AM-PM kindergarten classes in a way that ensures that all kindergarten classes at that the school are of reasonably equivalent size.
- (C) Team planning under the AM-PM kindergarten model
 - (1) The kindergarten Teacher of Record and kindergarten Partner teacher shall mutually develop a responsibility plan for implementing the language arts and mathematics portions of the kindergarten program.
 - (2) If the kindergarten Teacher of Record and the Partner teacher are unable to come to a consensus on any significant matter, they shall meet with the school administrator who will assist them in developing an acceptable plan.
 - (3) The school administrator shall give primary consideration to the continuity of the kindergarten Teacher of Record's program and classroom plan.
 - (4) If a mutual agreement, acceptable to the site administrators, cannot be reached, the site administrator will have the final authority to resolve the dispute.
 - (5) In the event a problem arises once the plan has been implemented, all parties will meet to resolve the problem.
 - (6) Resolutions of any disputes shall be reduced to writing.
- (D) The kindergarten Teacher of Record and Partner kindergarten teacher working will both be paid for up to an additional one (1) hour per week at

their per diem rate for time actually spent in joint planning for teaching their respective classes.

14.13.7.6 Staggered Day Kindergarten Model

- (A) As described in Section 14.13.7.6(B) below, the staggered day kindergarten model involves only one (1) bargaining unit member as the teacher of record without the support of another bargaining unit member. The staggered day kindergarten provides for a twenty-to-one (20:1) ratio for one hundred (100) minutes for each of two groups of students that together constitute one class of a size that does not exceed the limits set forth in Article 15 of the Agreement.
- (B) The staggered-day kindergarten day has three segments:
 - (1) The kindergarten Teacher of Record teaches an initial student group (the “early group”) of no more than twenty (20) students for one hundred (100) minutes of instructional time. This period of time must be devoted exclusively to instruction in language arts and mathematics.
 - (2) A second student group (the “late group”) of no more than twenty (20) students joins the initial student group. The kindergarten Teacher of Record teaches both groups together for one hundred (100) minutes.
 - (3) The early group is then dismissed, and the kindergarten Teacher of Record teaches the late group for one hundred (100) minutes of instructional time. This period of time must be devoted exclusively to instruction in language arts and mathematics.
- (C) Within constraints imposed by student transportation needs, students shall be assigned to staggered-day kindergarten classes at the school in a manner that ensures that all kindergarten classes and the early and late groups within the staggered-day kindergarten classes are of reasonably equivalent size.

14.13.7.7 If an individual school site develops a viable kindergarten model that is not contained in this agreement, the school will be given the opportunity to jointly consult with the Association President and Assistant Superintendent of Human Resources.

- (A) If a model receives district approval, compensation of bargaining unit members under that model will be proportionate based on the model contained in this agreement (using any average increase in required student contact minutes as the basis for increased compensation), and
- (B) The Association President will have the power to agree to a compensation plan on behalf of the Association.

- 14.14 Workdays of bargaining unit members not specifically addressed in the foregoing Agreement provisions.
- 14.14.1 The Association and District acknowledge that the work year and workday provisions of Article 14 above do not specifically or adequately address the needs and requirements of certain groups of bargaining unit members. These include, but are not limited to, the following:
- 14.14.1.1 Bargaining unit members teaching early childhood and preschool students
- 14.14.1.2 Bargaining unit members providing nursing, counseling, library, adaptive physical education, visual and hearing impaired, RSP, Special Day Class (SDC) and special education services to students in the district.
- 14.14.1.3 Bargaining unit members providing special support to students and the classroom including Reading First and Title I coaches.
- 14.14.2 The Association and District agree as follows:
- 14.14.2.1 The provisions of Article 14 above shall be reasonably interpreted as necessary to provide guidance and protection in the work year and workday of the bargaining unit members specified in 14.14.1 by implication if not by specific mention in the Article.
- 14.14.2.2 The bargaining unit members specified in 14.14.1 shall not be subject to work year or workday requirements more stringent or severe than other bargaining unit members who are specifically addressed in Article 14.
- 14.14.3 The Association and District further agree that they shall engage in discussion and negotiations aimed at developing provisions in Article 14 that address the specific needs of bargaining unit members specified in 14.14.1.
- 14.14.3.1 It is the intent and goal of the Association and the District that these discussions and negotiations shall result in provisions addressing the needs of bargaining unit members specified in 14.14.1 by the end of the 2009-2010 school year.
- 14.15 Definitions: In interpreting the provisions of this article, the following definitions of words and terms shall apply:
- 14.15.1 "Adjunct duties" shall mean those duties performed before the beginning or after the end of the school day.
- 14.15.2 "GSA" shall mean Grade Span Adjustment.
- 14.15.3 SLP: "SLP" shall mean Speech Language Pathologist and indicates bargaining unit members who offer services to students with language, speech and hearing difficulties.

- 14.15.4 RSP: "RSP" shall mean Resource Specialist Program and indicates bargaining unit members who provide education services to students within a small group setting who have been identified as having special learning needs.
- 14.15.5 SDC: "SDC" shall mean Special Day Class and indicates bargaining unit members who teach students with moderate learning disabilities.
- 14.15.6 Secondary schools: Unless indicated otherwise, "secondary schools" shall mean middle schools, high schools and continuation schools.