

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:

- (A) The work year shall be one hundred eighty-six (186) days with one hundred eighty (180) days allocated to teaching.
- (B) 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.
 - (1) 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.
- (C) 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.
- (D) The work year for the following positions shall be:
 - (1) Counselors
 - (a) The counselor work year shall be equivalent to the teacher work year plus seven (7) additional days.
 - (b) Counselors shall be paid on a separate salary schedule identified in an Appendix to this Agreement.
 - (c) Counselors shall report to work four (4) workdays prior to the teacher report date.
 - (d) 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.
 - (2) Speech Language Pathologists (SLP)
 - (a) The SLP work year shall be equivalent to the teacher work year plus five (5) additional days.

- (b) SLPs shall be paid on a separate salary schedule identified in an Appendix to this Agreement.
 - (c) SLPs shall report to work at least one (1) day prior to teacher report date.
 - (d) SLPs shall work the four (4) remaining additional days as floating days scheduled upon the mutual agreement of the bargaining unit member and the program administrator.
- (3) Teacher Librarian
 - (a) The Teacher Librarian work year shall be equivalent to the teacher work year plus seventeen (17) additional days.
 - (b) The Teacher Librarians shall be paid on a separate salary schedule identified in an Appendix to this Agreement.
 - (c) The Teacher Librarians shall report to work at least ten (10) days prior to teacher report date.
 - (d) The Teacher Librarians shall work the seven (7) remaining additional days as floating days scheduled upon the mutual agreement of the bargaining unit member and the site administrator.
- (4) Early Education Support Teacher
 - (a) The Early Education Support Teacher work year shall be equivalent to the teacher work year plus twenty-eight (28) additional days.
 - (b) The Early Education Support Teachers shall be paid on a separate salary schedule identified in an Appendix to this Agreement.
 - (c) The Early Education Support Teachers shall work a consecutive eight (8) hour day.
 - (d) The Early Education Support Teacher shall report to work at least 5 days prior to teacher report date.
 - (e) The Early Education Support Teacher shall work the 23 remaining additional days as floating days scheduled upon the mutual agreement of the bargaining unit member and the program administrator.
- (5) Teachers On Assignment (TOAs), Induction Teachers, and District School Health Nurse
 - (a) The Teachers on Assignment, Induction Teachers, and District School Health Nurse work year shall be equivalent to the teacher work year plus ten (10) additional days.
 - (b) The Teachers on Assignment, Induction Teachers, and District School Health Nurse shall receive compensation in accordance with their

placement on the Certificated Teacher Salary Schedule and the corresponding factor set forth in an Appendix to this Agreement.

- (c) The Teachers on Assignment, Induction Teachers, and District School Health Nurse shall work a consecutive eight (8) hour day.
- (d) The Teachers on Assignment and Induction Teachers shall report to work at least seven (7) days prior to teacher report date.
- (e) The Teachers on Assignment and Induction Teachers shall work the three (3) remaining additional days at the end of the school year or as scheduled by the program administrator.
- (f) The District School Health Nurse shall work the ten (10) additional days as scheduled by the program administrator.

(E) 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 (A) above.

14.1.2 The Board shall attempt to schedule Spring Break 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.

(A) 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.

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

(A) "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.

(B) 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:

- (1) Bargaining unit members freely and voluntarily agree to perform those duties,
or

- (2) 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.
 - (A) 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.
- 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 (B) for the following:
 - (A) Any activity undertaken freely and voluntarily by the bargaining unit member.
 - (B) Meetings or activities related to individual student discipline, progress, or learning difficulties provided that:
 - (1) 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.
 - (a) These meetings may be held no earlier than the report time for the bargaining unit member(s).
 - (b) These meetings shall begin no later than fifteen (15) minutes past the time of the bargaining unit member's regular day student dismissal time.
 - (2) No bargaining unit member may be required to remain in a meeting or meetings under Section 14.2.5 (B) 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.
 - (a) Bargaining Unit Members must remain for the entire IEP meeting unless excused by the parent and local educational agency pursuant to Educational Code 56341(f-h).

14.3 CAMPUS SUPERVISION

14.3.1 Campus supervision, including bus duties, must meet the following conditions:

- (A) The bargaining unit member's on-site workday shall not be extended for more than fifteen (15) minutes.
- (B) The school site administrator shall create a schedule for all duties, in collaboration with bargaining unit members assigned to the site.
 - (1) Each site will develop a backup schedule to cover instances in which there is an absence of one or more of the student supervision staff.
 - (a) The duties must be equitably distributed.
 - (b) The campus supervision plan must not require the presence of more bargaining unit members than reasonably necessary to perform duties to ensure student safety.
 - (c) With the exception of the first two (2) weeks of student attendance, bargaining unit members shall not be required to provide campus supervision including bus duty, more than once per day or more frequently than once every two (2) weeks.
 - (d) Bargaining unit members shall not have more than ten (10) minutes of morning duty.
 - (e) Where, due to circumstances particular to a site, it is not possible to comply with the requirements, 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.
 - (f) General supervision duties over extracurricular student activities such as dances, performances, and athletic events shall be voluntary.

14.3.2 Evening Events

(A) Elementary

- (1) No more than two (2) evening events during the school year, provided as follows:
 - (a) These events shall not be more than sixty (60) minutes in length.
 - (b) 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.
- (2) These events may include, but are not limited to, Back to School Night and Open House.

(B) Secondary

- (1) Unit members shall not be required to attend more than two (2) evening events during the school year.
 - (a) These events shall not be more than ninety (90) minutes in length each.
 - (b) 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.
 - (c) 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.

14.3.3 Lunch Period

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

14.3.4 Elementary Schools Inclement Weather Provisions

- (A) 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.
 - (1) The site administrator shall have the discretion to determine whether or not inclement weather exists.
 - (2) "Compensatory time" shall mean the amount of time by which the bargaining unit members at the site may leave before the end of their workday after student dismissal and on a minimum day.
 - (3) Compensatory time on subsequent workdays shall equal the actual additional student contact time incurred as a result of the inclement weather.
 - (a) Compensatory time shall be shared equally between Administrator-directed time and Member-directed time unless mutually agreed otherwise.
 - (b) Compensatory time shall not be taken during student contact time.

(4) 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.

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

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

(B) 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:

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

(2) 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.

14.4 MISCELLANEOUS WORKDAY PROVISIONS

14.4.1 Bargaining unit members shall not be required to teach a split schedule.

14.4.2 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.

14.4.3 Bargaining unit members shall be allowed flexible workday hours, as agreed by the site administrator, on workdays that do not include student contact.

14.4.4 Bargaining unit members shall prepare lesson plans or other materials for substitutes consistent with what they would normally prepare as part of their regular duties, including district-mandated trainings.

14.5 CONTRACTUAL VARIANCES (formerly referred to as innovations).

14.5.1 Definition: A Contractual Variance is a proposal which would allow bargaining unit members to alter the organization of the workday/work year to meet the unique needs of students at their site.

(A) Any Contractual Variance 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.

(B) A Contractual Variance shall be bargaining unit member driven.

14.5.2 Contractual Variances shall be submitted via email for consideration to Fontana Teachers Association and the District's Human Resources Department by the end of first semester.

- (A) Human Resources shall schedule a meeting to include a site representative, site administration, Human Resources and FTA Negotiations chair in order to consider the impact of the Contractual Variance on the Collective Bargaining Agreement, Board Policy, Education Code, and past practices.
 - (1) If the team determines that the Contractual Variance can proceed, they will also establish which bargaining unit members are directly affected and eligible to vote. Affected bargaining unit members are those whose workday/work year are directly altered by the Contractual Variance.
- (B) The Association shall conduct an interest poll among affected bargaining unit members at the site to determine if 60% or more are interested in proceeding with the Contractual Variance.
- (C) If 60% or more of responding Bargaining Unit members are in favor of the Contractual Variance, the District and the Association agree to meet, negotiate, and reach a written agreement prior to the implementation of any plan that may alter the organization of the workday/work year.
 - (1) If approval of 60% of responding bargaining unit members is not attained, the Contractual Variance proposal will not proceed.

14.5.3 Once a Contractual Variance MOU is signed, the Association shall conduct a vote by secret ballot among affected bargaining unit members. For implementation, at least seventy-five percent (75%) of the members eligible to vote must vote yes. Abstaining counts as a no vote.

14.5.4 Notice of final approval shall be provided to the sites by May 1st for implementation the following school year.

14.5.5 By third quarter of the first implementation year, the Association shall conduct a vote by secret ballot among affected bargaining unit members. To continue for a second year, at least seventy-five percent (75%) of the members eligible to vote must vote yes. Abstaining counts as a no vote.

14.5.6 After the second year, a Contractual Variance shall remain in force until a review is requested either by the District or Association.

- (A) The request for review must be submitted via email by either the District or the Association by the end of the first semester.
- (B) Upon receipt of a request for review, an existing Contractual Variance shall become subject to all provisions of Section 14.5.

14.5.7 A bargaining unit member may request a review of the Contractual Variance or follow the steps in the grievance procedure.

14.6 ORGANIZATION OF THE INSTRUCTIONAL DAY

14.6.1 Elementary Schools

- (A) Every effort will be made not to create combination classes except where student enrollment clearly requires such action.
 - (1) A Kindergarten (K) to first (1st) grade combination class may only be created if there is no other possible manner to construct the site's master schedule that best serves the needs of the students. In order to create this type of combination class, the Site Administrator proposing this combination class must receive approval from a joint FUSD Human Resources/FTA Team.
- (B) "Combination class" shall mean an elementary class that contains students from two (2) or more grades.
- (C) Bargaining unit members who teach elementary school combination classes will be paid a salary stipend in the amount set forth in an Appendix to this Agreement of this Collective Bargaining Agreement.
- (D) 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:
 - (1) 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.
 - (a) 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 14.6.1(C) above.
 - (b) 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 14.6.1(C) above.
 - (c) If the bargaining unit member and site administrator cannot mutually agree, as set forth in Section 14.6.1(D)(1)(a) or Section 14.6.1(D)(1)(b), 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 14.6.1(C), 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.
- (2) The site administrator will provide the bargaining unit member with notification in writing 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 14.6.1(C) above.
- (3) 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 14.6.1(D)(1)(a) above.

14.6.2 Secondary Schools

- (A) 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.
 - (1) 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 curricular content, with the exception of homeroom:
 - (a) Prepare lessons, lectures, or other activities
 - (b) Assess, evaluate, or assign grades to students
 - (c) Teach, supervise, or manage students
 - (d) Take attendance.
 - (2) With the exception of bargaining unit members teaching self-contained classes, bargaining unit members assigned to secondary schools shall not normally teach more than three (3) subjects during any grading period.
 - (a) “Self-contained class” shall mean a class in which one bargaining unit member teaches multiple subjects to the same group of students.
 - (3) 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.
 - (4) 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.
 - (5) No assignment of a subject may be made for capricious, arbitrary, or punitive reasons.

- (B) 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 one-sixth ($1/6^{\text{th}}$) of the individual's per diem rate of compensation.
- (1) The following provision shall govern the determination of, and assignment to, an additional period pursuant to Section 14.6.2 (B):
- (a) The District shall determine the staffing requirements at each secondary school.
 - (b) Before offering or making assignments to one-sixth ($1/6^{\text{th}}$) period teaching positions, the District shall make every effort to preclude the need for such assignments including, but not limited to, making a good faith effort to employ sufficient qualified teachers to fill all vacant teaching positions.
 - (c) The District shall not utilize these provisions to replace or eliminate any teaching positions.
 - (d) The assignment of unit members to the teaching of a one-sixth ($1/6^{\text{th}}$) period under to Section 14.6.2 (B) shall be completely voluntary.
 - (e) Bargaining unit members with less than one (1) year of classroom teaching experience shall not normally be offered a one-sixth ($1/6^{\text{th}}$) period teaching assignment.
 - (f) Notice of one-sixth ($1/6^{\text{th}}$) period opportunities:
 - i One-sixth ($1/6^{\text{th}}$) period opportunities which have been created for the subsequent school year shall be posted⁴ at the school for three (3) working days prior to the last day of school at that site.
 - ii 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.
 - iii One-sixth ($1/6^{\text{th}}$) period opportunities that are created after the last day of school at that site, but prior to the commencement of the subsequent school year, shall be posted via email at the site on the first contractual workday in accordance with the district approved school calendar for a period of three (3) full business days closing at 4 pm on the third full day after posting.
 - iv Any other one-sixth ($1/6^{\text{th}}$) period opportunities must be announced and posted at the school for a period not less than three (3) working days.
 - (g) The following procedures shall be used for the assignment of bargaining unit members to additional periods of instruction pursuant to Section 14.6.2 (B):

- i Assignments for one-sixth (1/6) 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 14.6(2)(B).
 - (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.
 - (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.
- (C) 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.

- (1) Within five (5) working days, the District will advise the bargaining unit member of its determination of whether the exclusion is permissible.
 - (2) 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.
- (D) 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:
- (1) Treat the time the bargaining unit member has taught the class as departmental seniority and
 - (2) Include the bargaining unit member in those bargaining unit members being considered for the one-sixth (1/6th) position.
- (E) Additional one-sixth (1/6th) class period assignments shall not normally be created for more than one (1) semester, and in no case shall such assignments be created for more than one (1) school year.

14.7 PERSISTENT VACANCY

14.7.1 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.

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

- (A) The bargaining unit member tasks under a “persistent vacancy” include, but are not limited to, the following:
- (1) The preparation of lesson plans
 - (2) Advising the substitute on the preparation of lesson plans
 - (3) Evaluating and grading student work
 - (4) Assigning term grades
- (B) Participation in providing persistent vacancy services shall be voluntary.
- (C) The opportunity to provide persistent vacancy services will be offered only to the following:
- (1) Fully qualified bargaining unit members
 - (2) Bargaining unit members assigned to the site

- (3) Bargaining unit members who possess the appropriate credential and authorization to teach the class in which the vacancy is occurring
- (D) Compensation for persistent vacancy duties under Section 14.8 shall be at the bargaining unit member's hourly per diem rate.
 - (1) Persistent vacancy services for lesson plan preparation shall not exceed three (3) hours per week and shall be limited to time actually worked.
 - (2) Persistent vacancy services for assessing and grading student work and for determining term grades shall include the actual time worked.
- (E) More than one (1) bargaining unit member may provide persistent vacancy support services to a class.
- (F) 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.
 - (1) 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.
 - (2) The substitute teacher will grade student work that can be graded through computer scanning or with the use of an answer key.
- (G) Selection of bargaining unit members for assignments pursuant to Section 14.7 from among the bargaining unit members who meet the qualifications in Section 14.7.2 (C) will be at the discretion of the site administrator.
 - (1) The District shall notify the Association when bargaining unit members are selected to provide persistent vacancy services.

14.8 PREPARATION PERIODS AND TIME

14.8.1 "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.

- (A) Within the workday, each bargaining unit member with a teaching assignment shall have "preparation" as provided in Sections 14.8.2 and 14.8.3.
- (B) 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.

- (C) 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.

14.8.2 Elementary Schools

- (A) 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 as required by California Code of Regulations, Title 5, Section 5570.
 - (1) Each site shall determine the twenty-five (25) minutes of preparatory time from the following three (3) options:
 - (a) Option 1- Additional 25 minutes before school
 - (b) Option 2- Additional 25 minutes after school
 - (c) Option 3- Additional 25 minutes split
 - i 10 minutes before school and 15 minutes after school
 - (d) The preparatory time shall remain in force until a review is requested either by the site administrator or site Bargaining Unit Members by the end of the first (1st) semester for the subsequent school year.
 - (e) Preparatory time will be determined by a majority vote, conducted by FTA, of all Bargaining Unit Members at the site.
- (B) Preparation Period Program for Bargaining Unit Member Teaching Fourth (4th), Fifth (5th), or Sixth (6th) Grade Students
 - (1) 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.
 - (2) Bargaining unit members teaching fourth (4th), fifth (5th), sixth (6th) grade students shall have eighty (80) minutes of member-directed preparation time each week in addition to the preparation time set out in Section 14.9.2 (A).
 - (a) These additional preparation periods will begin the first day of the second week of student attendance each year.
 - (3) Itinerant teachers shall offer enrichment instruction in physical education, music, and/or science.
 - (a) Itinerant teachers providing instruction in this program will have the same amount of preparation time as bargaining unit members teaching fourth (4th), fifth (5th), or sixth (6th) grade students.

- (b) 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 pay for providing the instruction during the enrichment period.
 - ii The "Appendix C Contract hourly rate" is defined in the Appendix C Supplementary Salary Schedule provisions for hourly rate and period substitution.
- (C) Preparation Period Program for Bargaining Unit Members Teaching, kindergarten (K), first (1st), second (2nd), or third (3rd) grade students
 - (1) 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.
 - (2) Bargaining unit members teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students shall receive a total of eighty (80) minutes of member-directed preparation time each week in addition to the preparation time set out in Section 14.9.2 (A).
 - (a) These additional preparation periods will begin the first day of the second week of student attendance each year.
 - (3) Itinerant teachers shall offer intervention, remediation, and/or enrichment instruction.
 - (a) Itinerant teachers providing instruction in this program will have the same amount of preparation time as bargaining unit member teaching kindergarten (K), first (1st), second (2nd), or third (3rd) grade students.
 - (b) 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 pay for providing the instruction during the enrichment period.

- ii The “Appendix C contract hourly rate” is defined in the Appendix C Supplementary Salary Schedule provisions for hourly rate and period substitution.

14.8.3 Secondary Schools

- (A) Bargaining unit members assigned to secondary schools shall have a preparation period equal to the length of one (1) period of student instruction.
- (B) Bargaining Unit Members teaching at middle school sites shall be allocated eighteen (18) minutes of preparatory time at the end of their workday in addition to the time set forth in 14.8.3 (A) and as required by California Code of Regulations, Title 5, Section 5570.
- (C) 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.

14.9 MINIMUM DAYS

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

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

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

- (A) 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.
- (B) Minimum days each month shall be allocated as follows:
 - (1) Administrative-Directed Minimum Days
 - (a) Administration directed time on minimum days may be used for activities required by the district and school administration.
 - (b) 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 Required student assessment reporting
 - vii Other meetings or functions as are, or may be, required by the District or school administration
- (c) Except in emergencies, meetings and activities mandated by the district and school administration shall be confined to administration time on minimum days.
- (2) Member-Directed Time
- (a) At least 50% of minimum days shall be member-directed time.
 - (b) 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
 - (c) Each bargaining unit member shall, in their professional judgment, determine how to allocate and use member-directed time to fulfill essential instructional and professional duties.
 - (d) The following shall be exceptions to Section 14.10.2(B)(2):
 - 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 Induction or PAR Teachers.

14.9.3 Conferences, Final Examination, and End of Semester Minimum Days

- (A) The District shall also establish minimum days at elementary and middle schools for parent conferences and at the end of both semesters.
 - (1) At or near the end of the first quarter, up to five (5) minimum days shall be scheduled for parent-teacher conferences.

- (B) High Schools: Minimum days shall be scheduled for high school examinations at the end of both semesters.
- (C) On these minimum days, bargaining unit members may leave upon completion of their professional duties. Bargaining unit members shall notify site administration prior to leaving campus.

14.10 MANDATORY FACULTY MEETINGS

14.10.1 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 14.10.2 (B).

14.10.2 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.

14.10.3 In addition to faculty meetings specified in Section 14.11.2 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.

14.11 BARGAINING UNIT MEMBERS AS SUBSTITUTES

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

14.11.2 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. 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
 - (a) Full-day substitution is defined as seven (7) hours per day.
 - (b) Compensation will be based on the following formula:
 - i 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.
 - ii This formula can be expressed as:

$$\frac{(\text{Number of hours substituted} * \text{Appendix C contract hourly rate})}{\text{Number of bargaining unit members who substituted}}$$
 - (2) Accrued leave based on the number of students above the target ratio set forth in Article 15 and the total time of substitution.
 - (a) By way of example, in first (1st) through third (3rd) grades where the Target Ratio is twenty-five (25) students, providing substitute coverage for twenty-five (25) students would result in one (1) full day or seven (7) hours of accrued leave.
 - (b) 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 Fontana Unified School District.

14.11.3 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.
 - (a) 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.

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

14.12 CLASSROOM SHARING

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

- (A) Bargaining unit members with one (1) year or less teaching experience
- (B) Bargaining unit members teaching self-contained classrooms with special education students
- (C) Bargaining unit members who are referred to Peer Assistance and Review (PAR)

14.12.2 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.

14.12.3 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 WORKDAYS OF BARGAINING UNIT MEMBERS NOT SPECIFICALLY ADDRESSED IN THE FOREGOING AGREEMENT PROVISIONS.

14.13.1 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:

- (A) Bargaining unit members teaching early childhood and preschool students.
- (B) Bargaining unit members providing nursing, counseling, library services, special education and related services to students in the district.
- (C) Bargaining unit members providing special support to students and the classroom including but not limited to Intervention Teachers.

14.13.2 The Association and District agree as follows:

- (A) 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.
- (B) 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.
- (C) 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 DEFINITIONS: In interpreting the provisions of this article, the following definitions of words and terms shall apply:

14.14.1 "Adjunct duties" shall mean those duties performed before the beginning or after the end of the school day.

14.14.2 "GSA" shall mean Grade Span Adjustment.

14.14.3 "Education Specialist" is defined as a special education teacher who works in a learning center, collaborative model, or separate education setting to deliver specialized academic instruction (SAI) to students based on an Individualized Education Plan (IEP).

14.14.4 "Service Provider" is defined as a specialist who provides services in such areas as adapted physical education (APE), deafness or hard of hearing (D/HH), orientation and mobility (O&M), orthopedic impairment (OI), speech and language (SLP), or visual impairment (VI).

14.14.5 "Case Carrier" is the education specialist or service provider primarily responsible for:

- (A) Coordinating the implementation of the IEP meeting(s) and documentation

- (B) Monitoring the implementation of the IEP
 - (C) monitoring student progress
- 14.14.6 “Caseload” is defined as the number of students with an Individualized Education Plan (IEP) for whom the education specialist and/or service provider is assigned.
- 14.14.7 “Inclusion” is defined as any educational setting in which students with Individualized Education Plans (IEPs) receive instruction with non-disabled peers.
 - (A) Inclusionary practices can include, but are not limited to, collaborative teaching (two [2] or more certificated providers), supported instruction (aide supporting general education teacher), or push-in services/specialized services in a general education setting (can be provided by a Service Provider).
- 14.14.8 “Collaborative teaching” in an inclusion model is defined as a general education teacher and an education specialist or aide under the direction of the education specialist providing services for students with an Individualized Education Plan (IEP) in the general education setting.
 - (A) Typically the general education teacher delivers the instruction in the subject area. The education specialist works with students to provide specialized academic instruction (SAI), ensure understanding, and to provide adaptations and modifications.
 - (B) A collaborative team may also include service providers.
 - (C) Collaborative teaching models can include, but are not limited to, one teach/one observe, station teaching, parallel teaching, alternative teaching, teaming, or one teach/one assist.
- 14.14.9 Unless indicated otherwise, “secondary schools” shall mean middle schools, high schools, and continuation schools.