

ARTICLE 7

HOURS OF EMPLOYMENT

7.1 Professional Day

Both the District and the Association recognize the professional nature of unit member employment.

7.1.1 The professional day shall include regularly assigned responsibilities as well as caring for student needs, lesson planning, selection and preparation of instructional materials, student instruction and evaluation, conferences and meetings with parents, colleagues, and administrators, record keeping, and professional growth activities.

7.1.1.1 On the two (2) designated minimum days for Meet the Teacher/BTSN and Showcase/Open House, counselor work days shall not extend beyond 30 minutes after the end of the instructional day.

7.1.2 Counselors may only be assigned as the teacher of record if they volunteer to do so and possess a valid teaching credential. Such counselors shall be compensated twenty percent of their daily rate for each day of that assignment.

7.1.3 Assignment of peer tutors/peer counselors shall not be eligible for additional compensation.

7.2 Adjunct Duties

All adjunct or related duties are not specifically enumerated herein; the district shall assign such duties equitably among unit members.

7.2.1 Adjunct duties are defined as any duties for which an assigned schedule exists that occur outside a reasonable professional day.

7.2.1.1 SLPs, nurses, and audiologists will be exempt from all regularly scheduled adjunct duties.

7.2.2 At the request of the Association, the District agrees to meet and confer with the Association where there are concerns at a particular school about excessive adjunct duties.

7.2.3 Adjunct responsibilities shall not include brunch, lunch, or recess supervision, nor the direction of traffic off of school property.

7.3 Events Outside the Professional Day

7.3.1 Each teacher, and counselor, shall attend 1 evening event in the Fall, "Meet the Teacher/Back to School Night," and 1 in the Spring, "Open House/Showcase".

7.3.1.1 One minimum day for each of these events shall be provided to all unit members. The day shall be designated by each site leadership team in

collaboration with site unit members. This day may be placed anywhere in the school calendar.

7.3.1.2 Such events, as listed in 7.3.1, shall not exceed 90 minutes of unit member attendance.

7.3.2 Counselors shall attend four (4) additional evening events appropriate to their job description and the needs of their site (e.g., College Fair, FAFSA night, Parent Orientation/Education Nights, Health and Wellness Night, etc.).

7.3.2.1 Two of these four events shall be planned collaboratively by all the counselors of each academic level (elementary, middle, and high school).

7.3.2.2 Counselors shall not be required to conduct any events without an administrator on site.

7.3.2.3 Such events, as listed in 7.3.2, shall not exceed 120 minutes of unit member attendance.

7.4 Breaks

Each unit member shall be entitled to an uninterrupted, duty-free lunch break of at least thirty-five (35) minutes between the hours of 11:00 a.m. and 2:00 p.m.

7.4.1 During any modification to the regular schedule, each unit member shall be entitled to an uninterrupted, duty-free lunch break of at least thirty (30) minutes, as provided by Ed Code.

7.4.2 The site administrator will provide time for each unit member to have a physical relief break other than lunch.

7.5 Classroom/Workplace Visitors

Teachers will receive reasonable advance notice of visits by people who are not employees of the district.

7.5.1 Visits by parents or guardians of students shall be arranged by mutual agreement between the teacher affected and the person scheduling the visit.

7.5.2 Classroom visitations or observations by representatives of outside agencies, educational or community, will be scheduled in cooperation with the unit member.

7.6 Conference Planning Period

Each full-time teacher, grades 6-12, shall be provided with at least one (1) conference/planning period within the instructional day. Unit members at sites electing a seven (7) period day schedule will have one instructional preparation period and one PLC period to be utilized in keeping with the bell schedule selections as noted in each schedule (Appendix D).

7.6.1 Teachers may be required to facilitate an ungraded, non-instructional home room as part of their regular teaching assignment.

- 7.6.2 If the school is on a modified schedule, then the conference planning period time must be equitable and may not be offered each day of the week.
- 7.6.3 Unit members shall be present during their conference period unless a site administrator or designee is notified.
- 7.6.4 Teachers at the middle and high school levels shall not be assigned an additional one-fifth (1/5) without their consent.
- 7.6.5 Teachers who agree to teach an additional class during their conference/planning period shall be compensated twenty percent of their daily rate for each day of that assignment.
- 7.6.6 While master schedule development is based on student needs, when scheduling one-fifth (1/5) assignments, the site Principal or their designee will make every effort not to schedule additional one-fifth (1/5) assignments to unit members during departmental common planning periods.

7.7 Substitution

- 7.7.1 A teacher in grades 6-12 who is assigned to teach a class during his/her conference/planning period because of the unavailability of a substitute teacher shall be compensated at the period substitute rate for a full hour on the Hourly Rate Salary Schedule.
- 7.7.2 Secondary teachers working a 7-period day shall not be required to period substitute during both their conference and/or PLC periods on one professional day, unless an emergency arises.
- 7.7.3 A teacher in grades TK-5 who is assigned additional students on a given day, because of the unavailability of a substitute teacher, shall be compensated at the in staff substitute rate in full hourly increments on the Hourly Rate Salary Schedule.
- 7.7.4 Elementary intervention teachers shall only be called to perform in-staff substitution when no teachers are available and shall be compensated in full hourly increments at their hourly rate as listed on the Extra Duty Pay Schedule in Appendix A.
- 7.7.5 Counselors, Nurses, and SLPs shall only be called to perform in-staff substitution when no teachers are available and shall be compensated in full hourly increments at their hourly rate as listed on the Extra Duty Pay Schedule in Appendix A.
- 7.7.6 Such assignments shall be distributed equitably among available staff.

7.8 Emergency Release

Should a personal emergency involving imminent danger to the immediate family or real property of a unit member arise during the instructional day, the unit member will be released from school responsibilities by the site administrator as soon as his/her class or duties can be assumed by other personnel.

7.8.1 Every reasonable effort shall be made by the site administrator or designee to expedite the release of the unit member in emergency situations.

7.8.2 This section applies to emergency situations affecting individual unit members, but not in emergencies involving more than four unit members at the same site.

7.9 Faculty Meetings

Administration shall collaborate with site leadership when developing the topics for faculty meetings, collaborative meetings, and professional development.

7.9.1 At the request of the Association, the District agrees to meet and confer with the Association where there are concerns at a particular school about excessive meetings.

7.9.2 Professional Development involving the entire school staff will be included as a part of regular staff meetings whenever practicable.

7.10 Parent Teacher Conferences

7.10.1 Teachers in grades TK-5 will have one (1) student-free day to hold parent conferences for students not making adequate progress toward grade level standards on an as-needed basis and/or at the request of a parent/guardian.

7.10.1.1 The modified Tuesday prior to and the modified Tuesday after the student-free TK-5 conference day shall be calendared for additional conferencing time.

7.10.1.2 On a case by case basis, additional release time may be provided for unit members who need to provide conferences in excess of 10 total students at the discretion of the site administrator.

7.10.2 Middle and high school teachers will schedule parent-teacher conferences on an as needed basis, as determined by the teacher and/or at the request of a parent/guardian.

7.11 Report Cards

7.11.1 Elementary Report Cards - Data will be inputted for elementary school report cards at the close of the sixth working day following the conclusion of the first and second grading periods. Data shall be inputted for the final grading period before the close of business on the final day of school.

7.11.1.1 The district will distribute digital copies of student report cards directly to parents.

7.11.1.2 Six (6) modified Tuesdays (two per trimester) shall be calendared for TK-5 report card preparation. Whenever the schedule allows, these days shall be scheduled on a modified Tuesday prior to and following the end of the trimester.

7.11.2 Middle School Grade Reports - Middle school grade reports will be ready for processing at the close of the fourth working day following the conclusion of the grading period. For the final grading periods, teachers will input grades by the close of business on the final day of school.

7.11.3 High School Grade Reports - High school progress reports will be ready for processing by 4:00 p.m. on the fourth working day following the conclusion of the grading period.

7.11.3.1 This provision does not apply to the completion of semester report cards by high school teachers.

7.11.3.2 First semester report cards will be turned in at the close of the second working day of the second semester.

7.11.3.3 Second semester report cards for grades 9-11 will be completed by high school teachers and turned in at the close of the last working day of the school year.

7.11.3.4 Second semester report cards for high school seniors are to be turned in no later than 4:00 p.m. on the last day of senior finals.

7.12 Days of Required Service

For unit members and Service Providers inclusive of the following classifications:

- Classroom Teachers
- TOSAs (Teacher on Special Assignment)
- Learning Specialists
- School Nurses
- Speech and Language Pathologists (SLP)
- Audiologists
- Counselors
- Educational Specialists (Special Education teachers)
- Adapted PE Teachers
- Itinerant Teachers

Returning Teachers, SLPs, and Nurses	184 days
Newly Hired Teachers, SLPs, and Nurses	186 days
All Counselors	193 days
Audiologists	203 days
Agriculture Teacher Returning	11 full months plus 12 days*
New	11 full months plus 14 days*

*Less authorized vacation

7.12.1 Returning teachers 184 days include:

- One day of pre-school staff development with unit members fully participating in the design and content of the day
- 1/2 day orientation, 1/2 day teacher selected activities
- 1 Student Free Day:
 - TK-5 Parent Conference Day
 - 6-8 Professional Development Day
 - 9-12 Grade Preparation Day
- 1 day of mid-year staff development
- 180 days of instruction

7.12.2 Newly hired teachers 186 days include:

- Two days of pre-school orientation/new staff orientation
- One day of pre-school staff development with unit members fully participating in the design and content of the day
- 1/2 day orientation, 1/2 day teacher selected activities
- Student Free Days
 - TK-5 Parent Conference Day
 - 6-8 Professional Development Day
 - 9-12 Grade Preparation Day
- 1 day of mid-year staff development
- 180 days of instruction

7.12.3 Returning SLPs and Nurses 184 days include:

- 180 days of provision of services to students
- One day of pre-school staff development with unit members fully participating in the design and content of the day
- 1/2 day orientation, 1/2 day unit member selected activities
- One day of professional preparation
- One day of mid-year staff development

7.12.4 Newly hired SLPs and Nurses 186 days include:

- Two days of pre-school orientation/new staff orientation
- 180 days of provision of services to students
- One day of pre-school staff development with unit members fully participating in the design and content of the day
- 1/2 day orientation, 1/2 day unit member selected activities
- One day of professional preparation
- One day of mid-year staff development

7.12.5 Counselors 193 days include:

- 7 days before the first day for returning teachers
 - Newly hired counselors will attend one day of district pre-service

- orientation, including New Unit Member Orientation
- 2 days after the last student day

7.12.6 Audiologist 203 days include:

- 9 days before the first student day of school
- 10 days after the last student day of school

7.12.7 Agriculture Teacher:

7.12.7.1 Returning - 11 full months plus 12 days*

7.12.7.2 New - 11 full months plus 14 days*

*Less authorized vacation

7.13 Secondary Unit Members on Less Than Full-Time Assignment

7.13.1 Secondary unit members may elect to work less than full time with the agreement of Site Administration and the Assistant Superintendent of Personnel Services.

7.13.1.1 A written request must be made prior to the end of the preceding school year in which the assignment is to be effective. Requests must be renewed annually.

7.13.1.2 Secondary unit members who work less than 100% (1.0 FTE), will be assigned contiguous periods of instruction.

7.13.1.3 On days with a modified schedule, the unit member's assignment will proportionately reflect their normal working hours.

7.13.2 Secondary unit members who work less than 100% (1.0 FTE), will be required to attend a proportional amount of modified/articulation days.

7.13.3 Secondary unit members who work less than 100% (1.0 FTE), will be required to attend a proportional amount of the professional development days.

7.13.4 At the beginning of the school year, such secondary unit members must confer with the site Principal or designee on selecting which modified/articulation days, in relation to their percentage (FTE) worked, to be in attendance. Percentages will be rounded to the nearest whole number.

7.13.5 If any secondary unit member opts to voluntarily attend additional articulation/modified days or additional time at professional development days above their proportional amount required, the unit member will be compensated for the additional time at the employee consultant rate on the Extra Duty Salary Schedule.

7.14 Shared Teaching Assignment

Shared teaching assignments shall be filled only by tenured unit members who have jointly agreed to work together and have submitted a written proposal for teaching to the Superintendent or designee.

7.14.1 This proposal must be received in Personnel Services on or before February 15 in the year prior to the year in which the shared teaching assignment will be requested.

7.14.2 A decision regarding the job share assignment will be given in writing by March 15 in the year prior to the year in which the shared teaching assignment is requested.

7.14.2.1 The Site Administrator must sign a copy prior to forwarding it to the District Office.

7.14.2.1.1 A signed copy must be given to both members of the job share team.

7.14.2.1.2 The District decision regarding the job share proposal must be provided in writing.

7.14.2.1.3 Such decisions will be provided to both the job share team members and the site administrator.

7.14.3 The proposal for a shared teaching assignment must state in detail how the shared teaching assignment will provide a sound educational program for the students the applicants will teach as well as explain how the applicants would ensure close cooperation in such matters as planning, teaching, evaluating; and communicating with one another and with parents, staff, and administration; and performing supervisory and extra-curricular duties.

7.14.4 The district will determine whether any proposed shared teaching plan should be approved.

7.14.5 Shared teaching positions are not established or renewed until the applicants and the district have agreed upon the plan and shall be subject to review and renewal each year upon such terms as the parties may agree.

7.14.6 The employees shall be permitted to return to their regular status at the completion of any school year should the shared teaching assignment not be renewed.

7.14.7 Written verification of the shared teaching assignment will be provided in the form of a District contract.

7.14.8 If approved, each teacher is required to attend all service days prior to the opening of school, as required of full-time teachers, Back-to-School, and Open House.

7.14.9 Job share teachers are not required to attend District or site designated staff development during their off day during the school year. Should a job share

teacher opt to voluntarily attend a District or site designated staff development during their off day during the school year, the teacher will be compensated at the employee consultant rate on the Extra Duty Salary Schedule.

7.14.10 In the event one of the participants is unable to continue in the shared teaching assignment, one of the following options shall be exercised:

7.14.10.1 The remaining participant shall convert to a full-time employee;

7.14.10.2 With the approval of the site administrator or department/division head, a new partner shall replace the unit member who vacated the position, assuming all responsibilities of the vacating member for the remainder of the contract;

7.14.10.3 The remaining partner may apply for a leave of absence without pay, if eligible, for the remainder of the contract.

7.14.11 Teachers will receive their annual salary in proportion to the amount of time taught.

7.14.12 Teachers who work a minimum of fifty percent (50%) in a shared teaching assignment earn one (1) year's credit on the teachers' salary schedule. Teachers who work less than fifty percent (50%) will earn one-half (1/2) year's credit for each year of service.

7.14.13 Teachers will receive a prorated year's credit toward the State Teachers Retirement System (STRS) as determined and calculated by CalSTRS.

7.14.14 Teachers will maintain their place on the District's seniority list and advance in accordance with their salary schedule, years of advancement.

7.14.15 Teachers may participate in the medical, dental, vision, and life insurance plans.

7.14.15.1 Each job-share teacher shall receive District-paid dental, vision, and life insurance coverage.

7.14.15.2 Each job-share teacher may select a medical plan or the waiver of the medical option.

7.14.15.3 In the event that job-share teachers opt to split the District assigned medical benefits, the following guidelines shall apply:

7.14.15.3.1 The District shall provide the equivalent of one medical plan per FTE position, at a cost of no more than the family PPO plan. Each unit member in the job share shall contribute the balance of the cost of the medical plan in accordance with the inverse percentage of their assignment as stated in the health and welfare article.

7.14.15.3.2 In the event that one of the participants can demonstrate

alternate medical insurance coverage, the teacher may assign District-paid benefits to the job share partner.

7.14.15.3.3 The balance of the benefit costs shall be paid by the teachers through payroll deduction.

7.15 Split-Site Assignments

Unit members regularly assigned to teach at more than one (1) school site, on any school day, shall be provided with travel time that does not take place during their duty-free lunch or conference period.

7.15.1 Teachers on a Split-Site assignment shall be given an annual stipend of \$1250.

7.15.2 If there is a difference in schedules at the two sites, the unit member shall collaborate with both site administrators to implement a schedule for modified days only.

7.15.3 Teachers may not be assigned to teach at more than two (2) sites at the same time.

7.15.4 These provisions do not apply to itinerant elementary physical education teachers, itinerant elementary music teachers, itinerant service providers, Teachers on Special Assignment (TOSAs), and similar itinerant assignments.

7.16 Calendar

The teacher work year calendar shall be negotiated annually in order for both parties to agree, such that three (3) work years are settled no later than January 31.

7.17 Bell Schedule Voting

Voting on the bell schedule shall take place annually at each school site. The teaching staff shall select from a list of three (3) schedules agreed upon by the District and the Association.

7.17.1 Ballots shall include copies of the proposed bell schedules.

7.17.2 Bargaining unit member approval shall be ascertained by a secret ballot election and be completed between March 1 and March 31.

7.17.3 An Association Site Representative and District Appointee shall jointly administer and tally the vote.

7.17.4 Bell schedule approval shall be ascertained using the following guidelines:

7.17.4.1 The bell schedule option that receives a super-majority of the votes (67%) will be declared the selected choice.

7.17.4.1.1 In the event that only two (2) options receive votes, and the third option receives zero votes, the bell schedule receiving the highest number of votes will be declared the selected

choice.

7.17.4.1.2 In the event that no choice receives a super-majority of the ballots cast, the two (2) bell schedule options receiving the highest number of votes will be subject to a secondary ballot. The option receiving the highest number of votes will be declared the selected choice.

7.18 TK and Kindergarten Day

7.18.1 The day shall be no more than five (5) hours in length.

7.18.1.1 The day shall include no more than two hundred forty (240) instructional minutes, with no less than forty (40) minutes of teacher selected time for developmental activities

7.18.1.2 The day shall include a minimum fifteen-minute (15-minute) duty-free recess (snack).

7.18.1.3 The day shall include a minimum thirty-five-minute (35-minute) duty-free lunch after at least one hundred eighty (180) minutes from the start of the school day.

7.18.1.4 TK and Kindergarten classes shall participate in all site-wide minimum and modified days.

7.18.1.5 On minimum and modified days, kindergarten shall be dismissed no later than the same time as first grade.

7.18.1.6 The Transitional Kindergarten day shall be reduced during the first two attendance weeks each year.

7.18.2 TK and Kindergarten teachers shall assist in the design and participate in an equitable distribution of kindergarten specific duties at each site.

7.18.3 The provisions of this Article shall not apply to extra duty positions assigned to unit members listed in Article II - Recognition.

7.19 Dual Enrollment

7.19.1 The total number of sections and total unit member FTEs shall be determined prior to any consideration of Dual Enrollment Courses. Should the assignment of Dual Enrollment classes taught by non-unit community college teachers cause the full-time equivalent (FTE) positions assigned to unit members to fall below this base allocation, the number of sections allocated to the site will be maintained, no matter the number of dual enrollment sections.

7.19.2 No existing unit member positions shall be eliminated as a result of increasing or decreasing enrollment in Dual Enrollment courses.

7.19.3 Class Sizes - Maximum class size in Dual Enrollment/Early College courses-shall

be the same as the agreed-upon maximum class size for District classes.

7.19.4 Participation in the dual enrollment program shall be voluntary. No K-12 teacher shall be required to teach dual enrollment courses as a condition of employment or continued employment. Teachers who decline to participate shall face no retaliation or adverse employment action.

7.20 Covina-Valley Options Learning Academy (C-VLOA)

7.20.1 Unit members will be subject to all measures of the CBA unless expressly outlined in this MOU.

7.20.2 Conference Planning Period

7.20.2.1 Elementary teachers will not have music or physical education release time. Asynchronous student times are to be utilized for that purpose.

7.20.2.2 Secondary teachers will not be provided conference planning periods. Asynchronous student times are to be utilized for that purpose.

7.20.2.3 A full-time unit member who is assigned additional students on a given day, because of unavailability of a substitute teacher, shall be compensated at the in-staff substitute rate on the Hourly Rate Salary Schedule.

7.20.3 Assignment

7.20.3.1 Teachers shall be assigned to teach four or fewer grade levels at a time.

7.20.3.2 Teachers may not be assigned to more than one primary online instructional platform at a time without their consent, but other online systems may be used to supplement the primary instructional platform.

7.20.3.3 All teachers who teach more than one grade level shall receive the combination class stipend regardless of the program or grade level(s) to which they are assigned.

7.20.4 Grading Periods

7.20.4.1 Teachers in all grades will issue quarter progress reports and semester grades.

7.20.4.1.1 Teachers shall be provided 3 minimum days at the end of each semester for the administration and grading of midterm/final exams.

7.20.4.1.2 Students will work independently on asynchronous assignments during all minimum teacher work days.

7.20.4.2 Grade reporting timelines and windows will adhere to the middle school requirements.

7.20.4.3 12th-grade second semester grade reporting timeline and window will

adhere to the high school requirements.

7.20.5 Parent Conferences - Article 7.10 of the regular CBA shall not apply to LOA

7.20.6 The Tuesday meeting schedule shall follow the established Middle School Bell Schedule and Tuesday dates that were voted on in March for the following year.

7.20.7 There shall be no provision for bell schedule voting or modification unless changes in legislation and/or Ed. Code necessitates such changes.

7.20.8 Teachers shall virtually attend Back to School Night and Open House/Showcase.

7.20.9 Sick Leave and Personal Time for C-VLOA will be taken and paid for the hours missed.