

1 ARTICLE 14
2 WORK YEAR AND WORK DAY

3 14.1 Work Year

4 14.1.1 Unless otherwise stated, the length of the work year for bargaining unit
5 members shall be as follows:

6 14.1.1.1 For bargaining unit members teaching at schools on a traditional schedule,
7 the work year shall be one hundred eighty-six (186) days with one hundred
8 eighty (180) days allocated to teaching.

9 14.1.1.2 The first two days of the school calendar are District professional
10 development days. An additional District professional day will occur
11 within the school year determined by mutual agreement between the
12 District and the Association.

13 14.1.1.3 The first day before student attendance and the last day of the school year
14 are teacher directed days. An additional teacher directed day will occur
15 during the school year determined by mutual agreement between the
16 District and the Association.

17 14.1.1.4 Unless otherwise provided in a bargaining unit member's contract, the
18 work year for the following Appendix C position shall be:

19 (A) Counselors

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

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

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

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

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8 14.1.1.5 Bargaining unit members in their first year of employment by the District
9 shall have a work year one (1) day longer than that set out in Section
10 14.1.1.1 above.

11 14.1.2 The Board shall attempt to schedule spring vacation between the third
12 and fourth quarters for schools on a traditional year schedule.

13 14.1.3 All bargaining unit members shall be provided with a color-coded copy
14 of the calendar agreed upon by the Association and the District.

15 14.2 Workday

16 14.2.1 The provisions governing bargaining unit members' workday, as set
17 forth in this Article, are intended to strike a balance between completing the
18 District's essential activities and ensuring the bargaining unit members adequate
19 time, apart from work for the District, for personal, family and social activities.¹

20 14.2.2 Bargaining unit members shall work the time reasonably necessary to
21 discharge their essential instructional and professional duties.

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.

1 14.2.2.1 “Essential instructional and professional duties” shall mean those
2 customary and typical tasks and functions that a reasonable education
3 professional in a comparable position would expect to perform in the
4 course of his or her ordinary duties.

5 14.2.2.2 Bargaining unit members shall not be required to perform duties that do
6 not meet the criteria set out in Sections 14.2.2 above unless one of the
7 following requirements are met:

8 (A) Bargaining unit members freely and voluntarily agree to perform those
9 duties, or

10 (B) The duties arise from a written agreement between the District and the
11 Association.

12 14.2.3 Unless otherwise provided by this Agreement, bargaining unit members
13 shall be at their work site to begin their workday at least thirty (30)
14 minutes before the beginning of the instructional day as required by
15 California Code of Regulations, Title 5, Section 5570. The minimum
16 unit member on site workday shall be 7.5 hours.

17 14.2.3.1 Unless otherwise provided in this Agreement, bargaining unit members
18 teaching at secondary schools are required to complete six (6) consecutive
19 periods or time blocks at the site to which they are assigned when the
20 instructional day is composed of six (6) periods or time blocks.

21 14.2.4 When bargaining unit members’ essential instructional and professional
22 duties extend beyond the time specified in Section 14.2.2 duties that are not
23 dependent upon the bargaining unit members’ physical presence at the site do not
24 have to be performed at the site.

1 14.2.5 With reasonable prior notice, the workday of a bargaining unit member
2 may extend beyond the time set in Section 14.2.2.2(B) for the following:

3 14.2.5.1 Any activity undertaken freely and voluntarily by the bargaining unit
4 member.

5 14.2.5.2 Meetings or activities related to individual student discipline, progress or
6 learning difficulties, provided that:

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

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

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

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

21 14.2.5.3 Duties related to student dismissal, provided as follows:

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.

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

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

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

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

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

13 14.2.5.4 Elementary Evening Events

14 (A) No more than two (2) evening events during the school year, provided as
15 follows:

16 (1) These events shall not be more than sixty (60) minutes in length.

17 (2) These events must be scheduled as close to the end of the normal
18 workday as possible while accommodating the reasonable needs of
19 parents and families who attend.

20 (B) These events may include, but are not limited to, Back to School Night and
21 Open House.

22 14.2.5.5 Secondary Evening Events

23 (A) Unit members shall not be required to attend more than two (2) evening
24 events during the school year.

1 (1) These events shall not be more than ninety (90) minutes in length
2 each.

3 (2) Evening events must be scheduled as close to the end of the normal
4 workday as possible while accommodating the reasonable needs of
5 parents and families who attend.

6 (3) These events may include, but are not limited to, Back to School
7 Night, Open House, and/or graduation.

8 i The professional expectation is for unit members to remain
9 until the conclusion of the high school graduation ceremony
10 unless prior arrangements are made with the site administrator at
11 least forty-eight (48) hours in advance, when possible.

12 14.2.5.6 Where a school site has a minimum day at the end of the first or second
13 semester, bargaining unit members may leave the site with the dismissal of
14 students, provided that the bargaining unit member's classroom or work
15 area is left in reasonably neat and orderly condition and the bargaining unit
16 member has notified the administrative office at the site that the bargaining
17 unit member is leaving.

18 14.2.6 Lunch Period

19 14.2.6.1 Included within the workday, each bargaining unit member shall have one
20 (1) uninterrupted duty-free lunch period.

21 14.2.6.2 The lunch period shall normally be equivalent to the student lunch period
22 at the bargaining unit member's school, but in no case shall it be less than
23 thirty (30) minutes.

1 14.2.6.3 The lunch period shall not include passing periods or any other time during
2 which the bargaining unit member has required contact with, or
3 responsibility for, students.

4 14.2.7 Elementary Schools Inclement Weather Provisions

5 14.2.7.1 Elementary school bargaining unit members shall be entitled to
6 compensatory time on subsequent workdays as set forth below whenever
7 the normal student contact time is extended due to inclement weather.

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

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

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

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

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

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

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

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

3 14.2.7.2 Prior to the first day of student attendance, each elementary school site
4 shall establish a written inclement weather procedure for the upcoming
5 year setting forth the following:

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

7 (B) A procedure for classroom coverage in order to ensure that each bargaining
8 unit member with student instruction or supervision responsibilities has a
9 health and welfare break when normal recess breaks have been canceled.

10 14.2.8 Miscellaneous Workday Provisions

11 14.2.8.1 Bargaining unit members shall not be required to teach a split schedule.

12 14.2.8.2 Resource Specialist Program (RSP) teachers and Speech Language
13 Pathologist (SLP) teachers shall have an on-site workday equal to that of
14 other bargaining unit members at that site.

15 14.2.8.3 Bargaining unit members shall be allowed flexible workday hours, as
16 agreed by the site administrator, on workdays that do not include student
17 contact.

18 14.2.8.4 Bargaining unit members who are required to attend district-mandated
19 training during release time from the bargaining unit members' usual
20 duties shall not be required to prepare lesson plans for substitutes or other
21 materials other than those that the bargaining unit member would prepare
22 in the normal, everyday course of the bargaining unit member's duties.

23 14.3 Modifications and innovations affecting the workday are subject to the following:

1 14.3.1 Any innovations requested by a specific school site, including, but not
2 limited to, changes to the workday, must have the approval of seventy-five percent
3 (75%) of the affected bargaining unit members as determined by a secret ballot of
4 the affected bargaining unit members in an election conducted by the Association.

5 14.3.2 Any innovation or modification is further contingent upon written
6 agreement of both the District and the Association after they have considered the
7 impact of the innovation on the Collective Bargaining Agreement, Board Policy,
8 Education Code and past practices.

9 14.3.2.1 Any agreement under Section 14.3.1 is subject to annual review by the
10 District and the Association.

11 14.3.2.2 If neither the District nor the Association request a review of an innovation
12 or modification under Section 14.3, there may be no grievance based on
13 Section 14.3 during the school year in which neither the District nor the
14 Association fail to request a review.

15 14.3.3 Any innovation or modification approved pursuant to this section shall
16 not result in an increase in the time, exclusive of passing periods, that bargaining
17 unit members are responsible for, or in required contact with, students.

18 14.3.4 The District and the Association agree to meet, negotiate and reach a
19 written agreement prior to the development and implementation of any plan that
20 may extend bargaining unit members' instructional day.

21 14.3.5 Modifications and Innovations shall be submitted for consideration to
22 Fontana Teachers Association and the District by the end of the first semester in
23 order to receive final approval by April 1 for implementation the following school
24 year.

1 14.4 Organization of the Instructional Day

2 14.4.1 Secondary Schools

3 14.4.1.1 The instructional duties of bargaining unit members assigned to secondary
4 schools shall not exceed five (5) instructional periods in a six-period daily
5 schedule.

6 (A) A “subject” shall mean any instance in which the bargaining unit member
7 must do any of the following for a class with a specific, distinct course title,
8 with the exception of homeroom:

- 9 (1) Prepare lessons, lectures or other activities;
10 (2) Assess, evaluate or assign grades to students;
11 (3) Teach, supervise or manage students;
12 (4) Take attendance.

13 (B) With the exception of bargaining unit members teaching self-contained
14 classes³, bargaining unit members assigned to secondary schools shall not
15 normally teach more than three (3) subjects during any grading period.

16 (C) With the exception of bargaining unit members teaching self-contained
17 classes, no bargaining unit member teaching secondary school shall be
18 involuntarily assigned more than three (3) subjects.

19 (D) If the school site has a schedule that provides for classes before or after the
20 regular class schedule at that site, an assignment to teach a class before or
21 after the regular class schedule must be voluntary.

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

1 (E) No assignment of a subject may be made for capricious, arbitrary or punitive
2 reasons.

3 14.4.1.2 The District and the Association agree that, in certain situations,
4 bargaining unit members in the secondary schools may teach an additional
5 period and be compensated at an additional one-sixth (1/6) of the
6 individual's per diem rate of compensation.

7 (A) Work subject to compensation shall include

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

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

- 14 (1) The District shall determine the staffing requirements at each
15 secondary school.
- 16 (2) Before offering or making assignments to additional one-sixth (1/6)
17 period teaching positions, the District shall make every effort to
18 preclude the need for such additional assignments, including, but not
19 limited to, making a good faith effort to employ sufficient qualified
20 teachers to fill all vacant teaching position.
- 21 (3) The District shall not utilize these provisions to replace or eliminate
22 any teaching positions.
- 23 (4) The assignment of unit members to the teaching of an additional
24 period under to Section 14.4.1.2 shall be completely voluntary.

- 1 (5) Bargaining unit members with less than one year of classroom
2 teaching experience shall not normally be offered a one-sixth (1/6)
3 additional period teaching assignment.
- 4 (6) Notice of additional one-sixth (1/6) period opportunities.
- 5 i Additional one-sixth (1/6) period opportunities, which have
6 been created for the subsequent school year, shall be
7 posted⁴ at the school for five (5) working days prior to the
8 last day of school at that site.
- 9 ii Additional one-sixth (1/6) period opportunities that are
10 created after the last day of school at that site, but prior to
11 the commencement of the subsequent school year, shall be
12 posted at the school for not less than five (5) working days
13 and announced at the first faculty meeting before the arrival
14 of students.
- 15 iii Any other one-sixth (1/6) additional period opportunities
16 must be announced and posted at the school for a period not
17 less than five (5) working days.
- 18 (7) The following procedures shall be used for the assignment of
19 bargaining unit members to additional periods of instruction pursuant
20 to Section 14.4.1.2:

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.

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

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

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

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

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

19 14.4.1.3 If a bargaining unit member is excluded from consideration for a one-sixth
20 position at a secondary school and the bargaining unit member disagrees
21 with the exclusion, the bargaining unit member shall request a review of
22 the exclusion by the Human Resources Department.

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

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

4 14.4.1.4 If the District determines that the classes taught by the bargaining unit
5 member are reasonable part of the subject matter area of a department, the
6 District shall direct site administration to:

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

9 (B) Include the bargaining unit member in those bargaining unit members
10 being considered for the one-sixth position.

11 14.4.1.5 Additional one-sixth (1/6) class period assignments shall not normally be
12 created for more than one (1) semester or trimester, and in no case shall
13 such assignments be created for more than one (1) school year.

14 14.4.2 Elementary Schools

15 14.4.2.1 Every effort will be made not to create combination classes except where
16 student enrollment clearly requires such action.

17 14.4.2.2 “Combination class” shall mean an elementary class that contains students
18 from two or more grades.

19 14.4.2.3 Bargaining unit members who teach elementary school combination
20 classes will be paid a salary stipend in the amount set forth in Appendix C
21 of this Collective Bargaining Agreement.

22 14.4.2.4 Bargaining unit members who are the teachers of record of elementary
23 special education classes that contain students registered in two or more
24 grade levels are eligible for the combination stipend as follows:

1 (A) The bargaining unit member teaching an elementary special education class
2 and the site administrator shall review the IEPs (Individual Education Plans)
3 of students in the bargaining unit member's class.

4 (1) If the bargaining unit member and site administrator mutually agree
5 that the needs of the students require that the bargaining unit member
6 plan and deliver instruction from the Board-adopted core curricula of
7 more than one grade level, the bargaining unit member shall receive
8 the combination class stipend set forth in Section 14.4.2.3 above.

9 (2) If the bargaining unit member and site administrator mutually agree
10 that the needs of the students do not require that the bargaining unit
11 member plan and deliver instruction from the Board-adopted core
12 curricula of more than one grade level, the bargaining unit member
13 shall not receive the combination class stipend set forth in Section
14 14.4.2.3 above.

15 (3) If the bargaining unit member and site administrator cannot mutually
16 agree, as set forth in Section 14.4.2.4(A)(1) or Section 14.4.2.4(A)(2),
17 that the needs of the students require that the bargaining unit member
18 plan and deliver instruction from the Board-adopted core curricula of
19 more than one grade level, the bargaining unit member shall not
20 receive the combination class stipend set forth in Section 14.4.2.3 and
21 the following provisions shall apply:

22 i The bargaining unit member shall not be required to plan
23 and deliver instruction from more than one curriculum to
24 the bargaining unit member's class.

1 ii The bargaining unit member shall not be held accountable
2 for, or be evaluated upon, planning and delivering
3 instruction from curricula from more than one grade level.

4 (B) The site administrator will provide the bargaining unit member with a written
5 conference summary indicating whether or not the bargaining unit member
6 will plan and deliver instruction from the Board-adopted core curricula of
7 more than one grade level and receive the combination class stipend set forth
8 in Section 14.4.2.3 above.

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

13 14.5 Persistent Vacancy

14 14.5.1 Where the District is unable to hire a qualified person to provide
15 instruction to a class, the site administrator may declare a “persistent vacancy” in
16 order to provide necessary support to a substitute teacher who is teaching a class
17 over a lengthy period of time until a full-time teacher is placed with the class.

18 14.5.2 When a “persistent vacancy” is declared, the following procedures apply:

19 14.5.2.1 The bargaining unit member tasks under a “persistent vacancy” include,
20 but are not limited to, the following:

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

- 1 14.5.2.2 Participation in providing persistent vacancy services shall be voluntary.
- 2 14.5.2.3 The opportunity to provide persistent vacancy services will be offered only
- 3 to the following:
- 4 (A) Fully qualified bargaining unit members
- 5 (B) Bargaining unit members assigned to the site and
- 6 (C) Bargaining unit members who possess the appropriate credential and
- 7 authorization to teach the class in which the vacancy is occurring.
- 8 14.5.2.4 Compensation for persistent vacancy duties under Section 14.5 shall be at
- 9 the bargaining unit member's hourly per diem rate.
- 10 (A) Persistent vacancy services for lesson plan preparation shall not exceed three
- 11 (3) hours per week and shall be limited to time actually worked.
- 12 (B) Persistent vacancy services for assessing and grading student work and for
- 13 determining term grades shall include the actual time worked.
- 14 14.5.2.5 More than one (1) bargaining unit members may provide persistent
- 15 vacancy support services to a class.
- 16 14.5.2.6 The bargaining unit members involved must follow a common grading
- 17 scheme which reflects department or grade level standards or standards
- 18 and which is developed by the teacher assigned to the lesson planning
- 19 function.
- 20 (A) The grades for each period of instruction shall be given to the bargaining unit
- 21 member providing term grades for that class and shall be included in the
- 22 computation of term grades.
- 23 (B) The substitute teacher will grade student work that can be graded through
- 24 computer scanning or with the use of an answer key.

1 14.5.3 Selection of bargaining unit members for assignments pursuant to
2 Section 14.5 from among the bargaining unit members who meet the qualifications
3 in Section 14.5.2.3 will be at the discretion of the site administrator.

4 14.5.3.1 The District shall notify the Association when bargaining unit members
5 are selected to provide persistent vacancy services.

6 14.6 Preparation Periods and Time

7 14.6.1 “Preparation Period” or “Preparation Time” shall mean member-directed
8 time during which bargaining unit members may carry out activities reasonably
9 necessary to fulfill their essential instructional and professional duties, as set forth
10 in Section 14.2.2 , including, but not limited to, reviewing and assessing student
11 progress, teacher planning, preparing materials, collaborating with other bargaining
12 unit members, and arranging the classroom or work area.

13 14.6.1.1 Within the workday, each bargaining unit member with a teaching
14 assignment shall have “preparation” as provided in Sections 14.6.2 and
15 14.6.3.

16 14.6.1.2 The District agrees to protect bargaining unit members’ member-directed
17 preparation time from intrusion except as provided in this Agreement or
18 other written agreements between the Association and the District.

19 14.6.1.3 Conferences with administrators shall normally be held, upon twenty-four
20 (24) hours prior notice, during the bargaining unit members’ preparation
21 periods or during times within the on-site workday in which the bargaining
22 unit member is released from his or her normal duties.

23 14.6.2 Secondary Schools

1 (1) These additional preparation periods will begin the first day of the
2 second week of student attendance each year.

3 (2) These additional preparation periods will not be provided on
4 minimum days.

5 (C) Itinerant teachers shall offer the enrichment instruction in physical education,
6 music and/or science.

7 (1) Itinerant teachers providing instruction in this program will have the
8 same number and length of preparation periods as bargaining unit
9 member teaching fourth (4th), fifth (5th) or sixth (6th) grade students.

10 (2) If the itinerant teacher is unavailable and if there is no substitute
11 teacher available to teach the enrichment period, the bargaining unit
12 member who is the teacher of record for the class shall provide the
13 instruction during the enrichment period.

14 i The bargaining unit member who is the teacher of record
15 for the class shall be compensated at the bargaining unit
16 member's Appendix C contract hourly rate of pay⁵ for
17 providing the instruction during the enrichment period.

18 14.7 Minimum Days

19 14.7.1 Minimum Day Calendar shall be negotiated annually upon request of
20 either party.

21 14.7.1.1 If a mutual agreement is not reached by February 1, the current year
22 calendar will be used as a default.

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

1 14.7.2 Administration-directed and member-directed minimum days shall be
2 equitably distributed with no less than 50% of the total minimum days as member
3 directed.

4 14.7.2.1 One (1) day each week shall be a minimum day on which students are
5 dismissed early to provide time, as set forth below, for both
6 administration-directed activities and member-directed preparation.

7 14.7.2.2 Minimum days each month shall be allocated as follows:

8 (A) Administrative-Directed Minimum Days

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

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

12 i Faculty meetings

13 ii Grade level meetings

14 iii Staff development activities

15 iv Grade level planning

16 v IEP meetings, SIT and SST meetings

17 vi Action plan meetings

18 vii Required student assessment reporting and

19 viii Other meetings or functions as are, or may be, required by
20 the District or school administration.

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

24

1 (B) Member-Directed Time

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

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

5 i Ordinary and necessary class preparation

6 ii Regular student assessment activities

7 iii Readyng of the classroom for instruction

8 iv Report card and student progress report preparation and

9 v Any other activity that is a normal, ordinary and regular
10 part of a bargaining unit member's duties.

11 (3) Each bargaining unit member shall, in her or his professional
12 judgment, determine how to allocate and use member-directed time to
13 fulfill essential instructional and professional duties.

14 (4) The following shall be exceptions to Section 14.7.2.2(B):

15 i Meetings made clearly necessary by unforeseen emergency
16 circumstances provided that such meetings shall not extend
17 beyond 15 minutes in length.

18 ii Meetings and activities voluntarily undertaken by the
19 bargaining unit member.

20 iii Contacts with BTSA or PAR Teachers.

21 14.7.3 Conference and Final Examination Minimum Days

22 14.7.3.1 High Schools: Minimum days shall be scheduled for high school
23 examinations at the end of both semesters.

1 (B) Sign-in sheets will be kept, only to the extent required for compliance with
2 federal, state, and grant mandates and as may be necessary for bargaining
3 unit members on a remediation plan.
4

5 14.9 Adjunct Duties

6 14.9.1 The District may, from time to time, assign bargaining unit members the
7 following adjunct duties:

8 14.9.1.1 Up to two (2) after-school activities as provided in Section 14.2.5.4 and
9 14.2.5.5.

10 14.9.1.2 Student dismissal duties as set forth in Section 14.2.5.3.

11 14.9.1.3 Elementary school campus supervision and bus duties, provided the
12 following conditions are met:

13 (A) The duties must be equitably distributed.

14 (B) The school site administrator shall create a schedule for all duties after
15 consultation with, and the participation of, bargaining unit members assigned
16 to the site.

17 (C) The District and school administration will make a good faith effort to
18 alleviate any need for bargaining unit members elementary teaching grades
19 one (1) through five (5), including those teaching any kindergarten/first
20 grade combination, from having to perform supervision duties outside of
21 their regular classroom duties during the school day except during inclement
22 weather.

1 (D) Bargaining unit members teaching at an elementary school shall not be
2 required to provide campus supervision or bus duty more often than every
3 two (2) weeks or more often than once a day.

4 (E) Each site will develop a backup schedule to cover instances in which there is
5 an absence of one or more of the student supervision support staff.

6 (F) Where, due to circumstances particular to a site, it is not possible to comply
7 with the requirements set forth above in Section 14.9.1.4, the site
8 administrator shall develop a plan that complies with those requirements as
9 closely as possible and shall provide the Association with a copy of that plan
10 for review.

11 (G) The bargaining unit members do not have more than ten (10) minutes of
12 morning duty.

13 (H) The bargaining unit members have morning duty no more than one week at a
14 time and no more often than every other week.

15 14.9.1.4 General supervision duties over extracurricular student activities, such as
16 dances, performances and athletic events, shall be voluntary.

17 14.9.2 Bargaining unit members as substitutes.

18 14.9.2.1 Except as provided in this Collective Bargaining Agreement, bargaining
19 unit members shall not be required to substitute for other bargaining unit
20 members.

21 14.9.2.2 Secondary Schools

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

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

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

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

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

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

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

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

17 14.9.2.3 Elementary Schools

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

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

⁶ 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.

1 list shall indicate whether the bargaining unit members on the list are
2 volunteering to include kindergarten, primary or intermediate level
3 students in the bargaining unit member's class.

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

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

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

11 (C) When elementary bargaining unit members at elementary school sites
12 substitute for other bargaining unit members, they shall be compensated for
13 each substitution in one of the two following ways:

14 (1) Financial compensation

15 i Full-day substitution is defined as six (6) hours per day.

16 ii Compensation will be based on the following formula:

17 (a) The number of hours, to nearest half hour, during which
18 the bargaining unit member substituted multiplied by
19 Appendix C contract hourly rate divided by the number
20 of bargaining unit members who substituted for the
21 absent bargaining unit member.

22 (b) This formula can be expressed as:

23
$$\frac{(\text{Number of hours substituted} * \text{Appendix C contract hourly rate})}{\text{Number of bargaining unit members who substituted}}$$

24

1 (2) Accrued leave based on the number of students above the Target
2 Ratio set forth in Article 15 and the total time of substitution.⁷

3 i By way of example, in first (1st) through third (3rd) grades
4 where the Target Ratio is 20 students, providing substitute
5 coverage for 20 students would result in one (1) full day or
6 six (6) hours of accrued leave.

7 14.10 Bargaining unit members shall not be assigned duties normally performed by district
8 classified or administrative staff.

9 14.11 Elementary School Parent Conferences

10 14.11.1 At or near the end of the first quarter, up to five (5) minimum days shall
11 be scheduled for elementary school parent conferences for bargaining unit members
12 teaching at the site and the parents or guardians of bargaining unit members'
13 students.

14 14.11.2 The Association and the District shall consult with each other and
15 mutually develop guidelines for giving notice about, and holding, parent
16 conferences:

17 14.12 Classroom Sharing

18 14.12.1 Definitions:

19 14.12.1.1 Roving Model:

20 (A) "Roving" shall mean as follows:

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.

1 (1) At the elementary school level, roving is a system in which identified
2 bargaining unit members move to a new classroom each time a track
3 ends.

4 (2) At the secondary school level, roving is a system in which a
5 bargaining unit member has no assigned classroom and teaches in
6 two or more classrooms daily.

7 14.12.2 Every effort shall be made to exempt the following bargaining unit
8 members from a required classroom sharing assignment:

9 14.12.2.1 Bargaining unit members with one year or less teaching experience,

10 14.12.2.2 Bargaining unit members teaching special education and severely
11 handicapped students, and

12 14.12.2.3 Bargaining unit members who are referred to Peer Assistance and Review
13 (PAR).

14 14.12.2.4 Bargaining unit members teaching kindergarten shall be exempt from any
15 roving requirements.

16 14.12.3 In the event that the bargaining unit members specified in Section 14.12
17 are required to participate in a classroom sharing arrangement, they shall not be
18 assigned to serve as the roving classroom in a roving model.

19 14.12.3.1 Notwithstanding the above, if a first year inexperienced bargaining unit
20 member is assigned to rove due to the need to create a class or to assign a
21 bargaining unit member to the class after the beginning of the school year,
22 the bargaining unit member assigned to rove shall be exempt from roving
23 for the following school year.

1 14.12.4 Bargaining unit members assigned to secondary sites and who have an
2 assignment involving roving.

3 14.12.4.1 Volunteers shall be assigned first.

4 14.12.4.2 After all volunteers have been utilized, further classroom sharing shall be
5 equitably distributed.

6 (A) Every effort shall be made to assure that no bargaining unit member shall be
7 required to classroom share two consecutive years/terms.

8 (B) Every effort shall be made to ensure the close proximity and subject
9 compatibility of assigned rooms.

10 14.12.4.3 Each bargaining unit member involved in classroom sharing shall be
11 provided a workspace at the site to which the bargaining unit member is
12 assigned. The workspace shall include a locking desk and a locking filing
13 cabinet, as well as access to a faculty phone and computer workstation.

14 14.12.4.4 Basic supplies, which are normally made available by the school, shall be
15 made available in each room used in a classroom share assignment.

16 14.13 Kindergarten Workday

17 14.13.1 Kindergarten Grade Span Adjustment

18 14.13.1.1 Definitions

19 (A) “Kindergarten Teacher of Record” shall mean the kindergarten teacher to
20 whom all the students in a class are assigned during the full kindergarten
21 instructional day.

22 (B) The “Partner Kindergarten Teacher” shall mean a teacher who provides 100
23 minutes of Language Arts and Math instruction to subgroups of twenty (20)

1 students or less in another kindergarten teacher of record's AM-PM
2 kindergarten class.

3 14.13.1.2 Basic Kindergarten Workday:

4 (A) The basic kindergarten workday for bargaining unit members teaching in an
5 AM-PM kindergarten, described in Section 14.13.7.5 below, shall be four
6 hundred and twenty (420) minutes, excluding lunch, comprised of the
7 following components:

8 (1) 100 minutes of instructional time teaching exclusively language arts
9 and math to the class for which the bargaining unit member is the
10 teacher of record. This time is concurrent with the time during which
11 a Partner teacher is providing instruction in language arts and math as
12 provided in Section 14.13.1.2(A)(3) in the same classroom.

13 (2) 100 minutes of total student instructional time teaching math,
14 language arts, science, social science, motor development and
15 English language development to a class for which the bargaining
16 unit member is the teacher of record.

17 (3) 100 minutes of shared time providing math and language arts
18 instruction to twenty (20) or fewer students in another AM-PM
19 kindergarten class.

20 (4) Thirty (30) minutes before beginning of school day as provided in the
21 California Code of Regulations, Title 5, Section 5570.

22 (5) 90 minutes daily of member-directed preparation time.

23 (B) The basic kindergarten workday for bargaining unit members teaching in a
24 staggered day kindergarten, described in Section 14.13.7.6 below, shall be

1 four hundred and twenty (420) minutes, excluding lunch, comprised of the
2 following components:

3 (1) 100 minutes used exclusively for math and language arts instruction
4 to an “early group” of students.

5 (2) 100 minutes used exclusively for math and language arts instruction
6 to a “late group” of students.

7 (3) 100 minutes of instructional time used teaching math, language arts,
8 science, social science, motor development and English language
9 development to the early group and late group combined.

10 (4) Thirty (30) minutes before beginning of school day as provided in the
11 California Code of Regulations, Title 5, Section 5570.

12 (5) 90 minutes daily of member-directed preparation time.

13 14.13.2 Each school site shall develop a plan to provide for two (2) daily “health
14 and welfare” breaks from student contact duties for each bargaining unit members
15 teaching kindergarten.

16 14.13.2.1 The District will ensure, to the extent possible, that all bargaining unit
17 members teaching kindergarten are provided traditional kindergarten
18 teaching facilities or that their classrooms are as close to restroom facilities
19 and drinking fountains as feasible.

20 14.13.2.2 A variety of strategies may be used to implement health and welfare
21 breaks within the instruction day provided as follows:

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

1 (B) The plan does not involve a loss of the bargaining unit member's class'
2 instructional minutes more than necessary for the bargaining unit member to
3 utilize bathroom facilities and return to class,

4 (C) The plan is approved by the district, and

5 (D) The plan is consistent with applicable law and the policies of the District
6 Board of Education, including those governing kindergarten instructional
7 minutes.

8 14.13.3 Inasmuch as bargaining unit members who teach kindergarten do not
9 participate in minimum days under Section 14.1.1 they shall not be required to
10 attend faculty meetings. The site administrator shall establish other means,
11 consistent with the provisions of this Collective Bargaining Agreement, for
12 communicating essential information that was part of site faculty meetings to
13 bargaining unit members teaching kindergarten.

14 14.13.4 Minimum Day Compensation

15 14.13.4.1 Bargaining unit members teaching in a "PM" kindergarten under an AM-
16 PM kindergarten arrangement under Section 14.13.7.5 and bargaining unit
17 members who teach in a staggered day kindergarten under Section
18 14.13.7.6 will be compensated annually for two minimum days at their per
19 diem rate of pay for the end-of-semester minimum days.

20 14.13.4.2 Those kindergarten teachers who can be released from the daily 100
21 minutes will be released from 100-minute instructional responsibilities in
22 order to participate in the end-of-semester minimum days.

23 14.13.5 Kindergarten Parent Conference Procedures

1 14.13.5.1 Kindergarten Teachers of Record who have more than twenty (20)
2 students shall receive additional compensation for ten (10) hours at their
3 per diem rate of pay for parent conferences duties.

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

8 14.13.5.2 The Kindergarten Teacher of Record may schedule parent conferences
9 during any portion of their normal workday, except times in which they
10 have duties involving student contact.

11 14.13.5.3 Regardless of when parent conferences are held by the bargaining unit
12 member, each Kindergarten Teacher of Record will be paid for parent
13 conferences as provided in Subsection 14.13.5 above.

14 14.13.6 Kindergarten planning is expected to be a collaborative, participatory
15 process involving the site administrator and bargaining unit members teaching
16 kindergarten.

17 14.13.7 Selection of kindergarten class models

18 14.13.7.1 After consultation and discussions with bargaining unit members teaching
19 kindergarten and after considering possible solutions and proposals
20 presented by bargaining unit members teaching kindergarten, the school
21 administration will have the final authority with regard to the models to be
22 used at each individual school site for the implementation of kindergarten
23 class size reduction, provided the following criteria are met:

1 (A) The model or models must be feasible under the school site's program
2 facilities, scheduling, staffing, program elements, and other constraints.

3 (B) A model will not be considered feasible if the use of that model under
4 provisions of this agreement requires that one currently assigned bargaining
5 unit member displace another currently assigned bargaining unit members
6 from that bargaining unit member's grade or track assignment.

7 14.13.7.2 If a conflict regarding the selection of kindergarten class models at a site is
8 not resolved at the school site, the Association President (or the President's
9 designee) and the District's Assistant Superintendent for Personnel
10 Services (or Assistant Superintendent's designee) will meet with the
11 school administration and the planning committee of the school to discuss
12 and consider the conflict.

13 14.13.7.3 After each school has identified the model or models which will be used at
14 that individual school site, decisions with regard to the assignment of
15 individual bargaining unit members to a classroom will be governed by the
16 following:

17 (A) After feasibility issues in Section 14.13.7.1 have been resolved, assignment
18 to kindergarten classes will be based on bargaining unit member preferences
19 as follows:

20 (1) The bargaining unit member with the most grade level seniority shall
21 be offered the assignment of her or his choice.

22 (2) If two or more bargaining unit members have the same grade level
23 seniority, the assignment shall be offered to the bargaining unit
24 member with the most school site seniority.

1 (3) If two or more bargaining unit members have the same grade level
2 seniority and the same school site seniority, the assignment shall be
3 offered to the bargaining unit member with the most district seniority.

4 14.13.7.4 The selection of the appropriate models for kindergarten at each individual
5 site will be made annually.

6 14.13.7.5 AM-PM (Shared Teaching) Kindergarten Model

7 (A) In schools using this model, the Kindergarten Teacher of Record teaches a
8 class of up to the size specified in Article 15 of this Agreement while a share
9 kindergarten teacher teaches language arts and math to a subgroup of twenty
10 (20) students or less for one hundred (100) minutes. The Kindergarten
11 Teacher of Record and a Partner kindergarten teacher then reverse their
12 respective roles with the previous Kindergarten Teacher of Record becoming
13 the Partner kindergarten teacher and the previous share kindergarten teacher
14 becoming the Kindergarten Teacher of Record for a second class up to the
15 limits specified in Article 15 of this Agreement.

16 (B) Within constraints imposed by student transportation needs, students shall be
17 assigned to the AM-PM kindergarten classes in a way that ensures that all
18 kindergarten classes at that the school are of reasonably equivalent size.

19 (C) Team Planning under the AM-PM Kindergarten Model.

20 (1) The Kindergarten Teacher of Record and kindergarten Partner teacher
21 shall mutually develop a responsibility plan for implementing the
22 language arts and mathematics portions of the kindergarten program.

23 (2) If the Kindergarten Teacher of Record and the Partner teacher are
24 unable to come to a consensus on any significant matter, they shall

1 meet with the school administrator who will assist them in
2 developing an acceptable plan.

3 (3) The school administrator shall give primary consideration to the
4 continuity of the Kindergarten Teacher of Record's program and
5 classroom plan.

6 (4) If a mutual agreement, acceptable to the site administrators, cannot be
7 reached, the site administrator will have the final authority to resolve
8 the dispute.

9 (5) In the event a problem arises once the plan has been implemented, all
10 parties will meet to resolve the problem.

11 (6) Resolutions of any disputes shall be reduced to writing.

12 (D) The kindergarten Teacher of Record and Partner kindergarten teacher
13 working will both be paid for up to an additional one (1) hour per week at
14 their per diem rate for time actually spent in joint planning for teaching their
15 respective classes.

16 14.13.7.6 Staggered Day Kindergarten Model

17 (A) As described in Section 14.13.7.6(B) below, the staggered day kindergarten
18 model involves only one bargaining unit member as the teacher of record
19 without the support of another bargaining unit member. The staggered day
20 kindergarten provides for a twenty-to-one (20:1) ratio for one hundred (100)
21 minutes for each of two groups of students that together constitute one class
22 of a size that does not exceed the limits set forth in Article 15 of the
23 Agreement.

24 (B) The staggered day kindergarten day has three segments:

1 (1) The Kindergarten Teacher of Record teaches an initial student group
2 (the “early group”) of no more than twenty (20) students for one
3 hundred (100) minutes of instructional time. This period of time
4 must be devoted exclusively to instruction in language arts and
5 mathematics.

6 (2) A second student group (the “late group”) of no more than 20
7 students joins the initial student group. The Kindergarten Teacher of
8 Record teaches both groups together for one hundred (100) minutes.

9 (3) The early group is then dismissed, and the Kindergarten Teacher of
10 Record teaches the late group for one hundred (100) minutes of
11 instructional time. This period of time must be devoted exclusively to
12 instruction in language arts and mathematics.

13 (C) Within constraints imposed by student transportation needs, students shall be
14 assigned to staggered day kindergarten classes at the school in a manner that
15 ensures that all kindergarten classes and the early and late groups within the
16 staggered day kindergarten classes are of reasonably equivalent size.

17 14.13.7.7 If an individual school site develops a viable kindergarten model that is not
18 contained in this agreement, the school will be given the opportunity to
19 jointly consult with the Association President and Assistant
20 Superintendent, Human Resources.

21 (A) If a model receives district approval, compensation of bargaining unit
22 members under that model will be proportionate based on the model
23 contained in this agreement (using any average increase in required student
24 contact minutes as the basis for increased compensation), and

1 (B) The Association President will have the power to agree to a compensation
2 plan on behalf of the Association.

3 14.14 Workdays of bargaining unit members not specifically addressed in the foregoing
4 Agreement provisions.

5 14.14.1 The Association and District acknowledge that the work year and
6 workday provisions of Article 14 above do not specifically or adequately address
7 the needs and requirements of certain groups of bargaining unit members. These
8 include, but are not limited to, the following:

9 14.14.1.1 Bargaining unit members teaching early childhood and preschool students;

10 14.14.1.2 Bargaining unit members providing nursing, counseling, library, adaptive
11 physical education, visual and hearing impaired, RSP, Special Day Class
12 (SDC) and special education services to students in the district.

13 14.14.1.3 Bargaining unit members providing special support to students and the
14 classroom, including Reading First and Title I coaches.

15 14.14.2 The Association and District agree as follows:

16 14.14.2.1 The provisions of Article 14 above shall be reasonably interpreted as
17 necessary to provide guidance and protection in the work year and work
18 day of the bargaining unit members specified in 14.14.1 by implication if
19 not by specific mention in the Article.

20 14.14.2.2 The bargaining unit members specified in 14.14.1 shall not be subject to
21 work year or workday requirements more stringent or severe than other
22 bargaining unit members who are specifically addressed in Article 14.

1 14.14.3 The Association and District further agree that they shall engage in
2 discussion and negotiations aimed at developing provisions in Article 14 that
3 address the specific needs of bargaining unit members specified in 14.14.1.

4 14.14.3.1 It is the intent and goal of the Association and the District that these
5 discussions and negotiations shall result in provisions addressing the needs
6 of bargaining unit members specified in 14.14.1 by the end of the 2009-
7 2010 school year.

8 14.15 Definitions: In interpreting the provisions of this article, the following definitions of
9 words and terms shall apply:

10 14.15.1 Adjunct Duties: “Adjunct duties” shall mean those duties performed
11 before the beginning or after the end of the school day.

12 14.15.2 GSA: “GSA” shall mean Grade Span Adjustment.

13 14.15.3 SLP: “SLP” shall mean Speech Language Pathologist and indicates
14 bargaining unit members who offer services to students with language, speech and
15 hearing difficulties.

16 14.15.4 RSP: “RSP” shall mean Resource Specialist Program and indicates
17 bargaining unit members who provide education services to students within a small
18 group setting who have been identified as having special learning needs.

19 14.15.5 SDC: “SDC” shall mean Special Day Class and indicates bargaining unit
20 members who teach students with moderate learning disabilities.

21 14.15.6 Secondary schools: Unless indicated otherwise, “secondary schools”
22 shall mean middle schools, high schools and continuation schools.