

HOURS

6.100 The work day for full-time unit members shall consist of the regular hours and duties which were normally in existence at the time of the execution of this Agreement which among other items includes (1) the time required to prepare for and implement appropriate educational strategies; (2) a minimum on-site time of no more than 30 minutes prior to the time pupils normally begin classes; and (3) a reasonable amount of time after the regular release time of pupils which is necessary to complete those duties and responsibilities which require a unit member to be at the work site.

6.110 The OUEA and the **Charter** will investigate concerns of unit members who contend that building site administrators are imposing requirements through scheduling or otherwise, which would cause an increase in the workday beyond the established past practice for the site and/or this Agreement.

6.200 The work day for part-time unit members shall be determined on a prorated basis.

6.300 Unit members shall not be required to attend more than one hundred twenty (120) minutes monthly of faculty, grade level curriculum and/or department meetings. Additional meeting time required beyond the monthly one hundred twenty (120) minutes shall be compensated at the miscellaneous hourly rate of pay.

The **Charter** and OUEA affirm that staff meeting dates for the year shall be mutually determined by the staff and the site/department administrator at the beginning of the school year. This determination shall include the specific dates and times of meetings for that year. Off-schedule meetings may be conducted in unusual situations determined by the site administrator. Meetings shall be conducted in an orderly manner utilizing a written agenda for the meeting.

6.500 Each full-time unit member will receive a minimum thirty (30) minute duty-free lunch period per day, plus an adequate amount of time as scheduled by the school management in order to provide traveling to and returning from the established lunching area.

6.600 Teacher Preparation Time

6.610 Preparation time or conference periods are duty times and as such shall be that portion of the day which is set aside for the purposes of: preparation of and planning for instructional strategies to be used in the teaching process; staff development; or other school-related activities which the principal and staff determine to be viable use of time.

6.620 Full-time classroom teachers shall be provided with the equivalent of weekly preparation periods as follows: middle school level--five (5) periods of forty-five (45) minutes duration.

6.621 The **Charter** and the OUEA agree that the intent of Article 6 Section 6.620 is to provide unit members with a conference period consistent with past practice. Further that counselors, and media specialists shall have conference periods the same as regular classroom teachers.

6.622 It is mutually recognized that unanticipated enrollment may require adding additional teaching periods to resolve staffing and other related class size problems.

6.623 The **Charter** agrees the secondary conference period, as defined in Article VI, shall only be utilized upon determination by the *site administrator* with prior notification and discussion with OUEA, that reasonable efforts have been made to resolve staffing problems by consideration of alternatives listed in 6.624 below.

6.624 There shall be a priority order for adding additional periods to a master schedule. Within a specific subject area, the following alternatives would be considered in the order presented:

- a. Balance classes to avoid additional sections.
- b. Part-time employees would be given additional periods until they reached the full time status.
- c. The master schedule would be reviewed with the possibility of rearranging the individual teacher assignments within or among departments.
- d. Employ an additional staff member, even if part time.
- e. Employ instructional aides.
- f. Increase the workload of “volunteer” teachers beyond **6/6** at the middle school.

~~6.630 Unit members assigned to special education assignments may, with the approval of the Principal, may be granted released time for the purpose of writing IEPs or for conducting IEP conferences.~~

6.700 The parties will retain the current practice of assigning teachers to pupil supervision responsibilities. Such assignments shall be made at the beginning of each semester. Volunteers will first be sought and then additional assignments, if needed, will be assigned by the site administration on an as-needed basis in a fair and equitable manner.

6.800 Substitute teacher time, as available, shall be provided to release unit members to participate in District-approved innovative instructional programs such as School Improvement Program (S.I.P.).

6.900 Unit members will not be required to record, on a daily basis, their exact time of arrival at and departure time from the work site; except, however, in cases of observed chronic lateness of arrival or early departure, such unit members can be required to indicate to the site administrator the exact time of arrival at and departure from the work site.

6.1000 INSTRUCTIONAL DAYS/MINUTES

The regular work year for regular classroom teachers shall consist of 185 work days **to include one hundred eighty (180) days of instruction, three (3) Staff Development days and the equivalent of two (2) pupil free days as per the 2006-07 school calendar.**

6.1140 Grades 7-8 at a middle school site shall be 185 days of 366 instructional minutes per day which include 4 minimum days as prescribed by state law.

6.1160 A minimum instructional day for the purpose of determining student grades shall be scheduled as follows:

- a. At or near the end of the first quarter/trimester.
- b. At or near the end of the second quarter/trimester.
- c. At or near the end of the third quarter/trimester.
- d. On the last student day of the year.

~~6.1170 There shall be five (5) minimum instructional days in grades K-6 at elementary sites for parent conferencing after the close of the first quarter. Kindergarten may use these minimum days at the close of the first quarter or the close of the first semester to be mutually agreed upon by the principal and teacher.~~

6.1180 The **Charter** shall make a good faith effort to provide a minimum day for only the required number of consecutive minutes, as required by state law.

6.1200 ***Bargaining unit members will have the equivalent of two (2) non-student days as was in practice in the 2004-05 school year.***

~~Acknowledging that classroom preparation is an important task, the parties agree that unit members are to be provided one (1) non-instructional day prior to the opening of school for classroom preparation. The parties further agree that while it is desirable that unit members have a full day for classroom preparation, a site administrator may schedule a staff meeting of 45 minutes during the non-instructional day, which meeting shall under no circumstances exceed one hour in length. Because the parties acknowledge the importance of classroom preparation, the issues discussed during said staff meeting should be related to the task of classroom preparation. This agreement is not intended to limit the District's ability to hold meetings on any other matters or subjects on days other than the single non-instructional day pursuant to Article 6.1200.~~

6.1500 Report Cards

All grade reporting shall be computerized. The **Charter will follow the timelines and report card format for grade reporting as established by the Orange Unified School District.** ~~and the Association shall bargain any changes in the secondary report cards.~~

~~A report card committee composed of up to six members, with three members appointed by the **Charter** and three members appointed by the Association, is established to meet periodically to address the effectiveness and legal requirements of report cards.~~

~~This committee shall be charged with the responsibility of reviewing the current report card program, including grade due dates, and making recommendations as appropriate to the bargaining teams.~~

6.1600 Traditional Year School

Grades are due to the appropriate office by the end of the noon hour on the second working day following the end of the *trimester* quarter. ~~Fourth quarter grades are due by 3:00 p.m. on the unit member's final work day. Refer to Report Card Committee for modification as needed.~~

6.1800 It shall be the responsibility of the **Charter** to see that there are sufficient qualified substitute teachers available to completely staff the schools at the designated operating level at all times. However, if this is not possible, open assignments shall be filled through a site based process administered by the principal.

6.1810 Unit members do not have to accept such substitute assignments and may in no way be penalized for refusing to serve as a substitute.

6.1820 Unit members who accept a substitute assignment during their preparation/conference period under this provision shall be compensated at the miscellaneous hourly rate of pay. Such compensation shall be in addition to the unit member's regular salary. Payment for substitute service shall be included in the unit member's regularly scheduled paycheck.

6.1900 Professional Responsibilities

It is understood and agreed that the bargaining unit members at Santiago Charter retains the power and authority to lead students to academic success; work collaboratively and team teach; participate in school leadership and parent outreach; and organize students toward community service. ~~To the extent possible input from the Board will be considered for all issues when appropriate.~~

The OUEA retains the right to question policies and decisions and will expect in situations where mistakes are made that remedies will be discussed and worked out for future so that mistakes will not be repeated. The bargaining unit members at Santiago Charter and the OUEA understand that in the formative years of the school, certain flexibilities are necessary to build the school. The parties recognizes that for Santiago Charter School to succeed the bargaining unit members at Santiago Charter, OUEA and the Charter Board must maintain fluid communication and a willingness to work out issues and concerns with students' interests at the basis of each decision.

6.2000 A committee will be established to determine site calendar and/or alternatives from the Orange Unified School District established calendar. This includes, but is not limited to scheduling of late start days and minimum days. The proposed calendar will be presented to the Santiago staff for input and recommendations and to the Charter Board for approval.

6.3000 Members of the Santiago bargaining unit may participate in the Orange Unified School District Peer Assistance and Review Program (PAR) per the Memorandum of Understanding between the Orange Unified School District and the Orange Unified Education Association.

6.4000 Parent conferences will remain in effect at Santiago Charter school as has been the practice since the 2004-05 school year. The practice of student lead conferences will also continue with equivalent release time for bargaining unit members for time worked.