

## **ARTICLE 6:        HOURS**

6.100 The work day for full-time unit members shall consist of the regular hours and duties which were normally in existence District-wide 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 OUSD 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 who are elementary teachers shall observe a work day which is uniform at each elementary school work site, except that individual unit members may voluntarily arrange with the site administrator a preparation period in the morning portion of the work day. Unit members who arrange such morning preparation periods must attend all faculty and grade level meetings requested by the site administrator as set forth in Section 6.310 below.

6.310 Elementary 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 District 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.

6.400 The work schedule for unit members with assignments requiring travel shall be determined by the unit member's immediate supervisor subsequent to the advice of the unit members involved, provided that such work schedules shall not exceed those of the regular classroom teacher.

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.

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If a teacher wishes to have a preparation period scheduled on parent conference days, the teacher shall so notify the principal prior to the establishment of the master conference schedule in sufficient time to establish the preparation period.

- 6.620 Full-time classroom teachers shall be provided with the equivalent of weekly preparation periods as follows: elementary level--five (5) periods of forty (40) minutes duration; middle school level--five (5) periods of forty-five (45) minutes duration; senior high level--five (5) periods of fifty (50) minutes duration.
- 6.621 The OUSD 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, media specialists, and work experience coordinators 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 District agrees the secondary conference period, as defined in Article VI, shall only be utilized upon determination by the Superintendent or Assistant Superintendent, Secondary, 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. Examine the possibility of shared staff among schools using part-time employees from another school.
  - e. Where applicable, create a combination class.
  - f. Employ an additional staff member, even if part time.
  - g. Employ instructional aides.
  - h. Increase the workload of “volunteer” teachers beyond 5/5 at the high school or 6/6 at the middle school.

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- 6.630 Unit members assigned to special education assignments may, with the approval of the Superintendent or designee, 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 for the 1999-2000 school year and thereafter.

The teacher instructional time shall be as follows:

6.1110 Kindergarten

6.1111 Regular Kindergarten

Kindergarten shall be 185 days of 200 instructional minutes, plus an additional 60 minutes of instructional support at the K-3 level per day, excluding the 10 elementary minimum days. Any teaching assignment during the 60 minutes of instructional support must be determined by mutual agreement between the teacher and the building administrator.

6.1112 Option Two Kindergarten

Kindergarten may be 185 days of 300 instructional minutes per day for the purpose of facilitating Option Two of the California K-3 Class Size Reduction Program. If the District implements Option Two of the California K-3 Class Size Reduction Program, then a committee will be established to develop guidelines as to the implementation of the program. The committee will be composed of six members, with three members appointed by the District and three members appointed by the Association. The committee will be established thirty (30) calendar days following the decision by the District to implement Option Two in Kindergarten. It shall be the task of the committee to report its recommendations to the District and to OUEA for final approval and signatures by the Assistant Superintendent, Human Resources for the District and the President of OUEA by May 31, 2005.

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Kindergarten teachers participating in Option Two Class Size Reduction shall receive a minimum of a ten (10) minute break per day, excluding minimum days, subject to adequate coverage by the site duty wheel/roster for grades 1-3.

6.1120 Grades 1-3 shall be 185 days of 285 instructional minutes per day which include 10 minimum days as prescribed by state law.

6.1130 Grades 4-6 at an elementary school site shall be 185 days of 305 instructional minutes per day which include 10 minimum days as prescribed by state law.

6.1140 Grades 6-7-8 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.

6.1150 Grades 9-12 shall be 185 days of 366 instructional minutes per day which include 6 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 for all students in grades K-12.
- b.     At or near the end of the second quarter/trimester for all students in grades K-8.
- c.     At or near the end of the third quarter/trimester for all students grades K-12.
- d.     At or near the end of the fourth quarter for all students grades K-6 except students grade 6 in middle schools.
- e.     On the last student day of the year in grades K-8.

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

6.1190 A minimum day for the purpose of administering final semester examinations at the senior high school shall be scheduled as follows:

- a.     The final two instructional days at the end of first semester.
- b.     The final two instructional days at the end of second semester.

6.1200 Acknowledging that classroom preparation is an important task, the parties agree that teachers 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

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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.

6.1300 Participation by unit members in the outdoor education program shall be voluntary.

6.1310 At the beginning of each school year the District will forward to the appropriate Orange County Department of Education officials written notification of the terms and conditions of this Agreement.

6.1320 The purpose of the notification is to acquaint the Orange County Department of Education with the rights and benefits accorded under this agreement and the District's expectation that these rights and benefits will be maintained while unit members are participating in the outdoor education program.

6.1400 Provisions for R.O.P. unit members shall be according to Article 19.

6.1500 Elementary/Secondary Report Cards

All grade reporting shall be computerized. The District and the Association shall bargain any changes in the elementary and secondary report cards.

A report card committee composed of up to six members, with three members appointed by the District 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 quarter. Fourth quarter grades at secondary schools are due by 3:00 p.m. on the unit member's final work day. Refer to Report Card Committee for modification as needed, including due dates for report cards at elementary schools and year round schools.

6.1700 Year-Round School

Grades are due to the appropriate office by the end of the noon hour on the last day of the quarter. Fourth quarter grades at secondary schools are due by 3:00 p.m. on the unit member's final workday. Refer to Report Card Committee for modification as needed, including due dates for report cards at elementary schools and year round schools.

6.1800 It shall be the responsibility of the District 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.

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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.