

**Sacramento City Unified School District
Initial Proposal to Sacramento City Teachers Association
Article 5, Hours of Employment**

July 20, 2021 [District response to SCTA proposal of June 8, 2021]
Revised October 13, 2021

The District rejects SCTA’s proposal of June 8, 2021 to amend section 5.6.6 as follows:

~~“In addition, special day class teachers will be provided one (1) additional release day per month to address the increased workload.”~~

The District also rejects SCTA’s proposal of June 8, 2021 to amend section 5.9.7 as follows:

~~“No bargaining unit employee will be required to perform yard duty, or campus supervision.”~~

[New Teacher Orientation—The District believes the language on new employee orientation should be placed in Article 18, not article 5. See District proposal on Article 18.]

ARTICLE 5 - HOURS OF EMPLOYMENT

5.1 Calendar

5.1.1 The parties ~~do hereby~~ agree to negotiate, ~~annually~~, the calendars for the succeeding year(s) during successor contract or reopens negotiations unless the calendars are already in the agreement. It shall be the goal of the parties to resolve issues related to calendar changes as far in advance as possible but no later than ~~four~~ six months prior to the ~~commencement~~ conclusion of the ~~new~~ school year preceding the school year(s) in which the proposed calendar will take effect.

5.1.2 ~~The service year referred to in Section 5.1.1 is specified in the school calendars attached to this Agreement as the Calendar Appendix.~~

5.2 Service Year

5.2.1 Unless noted below in Sections 5.2.2 through 5.2.11, and for the 2021-22 2022-2023 school year and 2023-2024 school years only thereafter, the required days of service shall be one hundred eighty (180) teaching days, ~~and one-four~~ three (314) non-teaching days that will be directed by the District, for a total of ~~one hundred eighty-threefour (1843)~~ work days. The three (3) Professional Development days will be added to teachers’ compensation and salary schedules, as an extension to the Calendar from 181 days to 184 days. One of these additional non-teaching days shall remain as a faculty work day, and the other three (3) will be for professional development.

5.2.1.1 ~~New teachers shall have no more than one (1) additional non-teaching day for District-directed work in addition to whatever requirements exist for all teachers, for a total of one hundred and eighty four (184) work days. [Moved from 5.9.6 and modified]~~

5.2.2 The service year for social workers shall be 185 190 188 days. (See 5.2.1)

5.2.3 The service year for program specialists shall be 190 192 193 days. (See 5.2.1)

5.2.4 The service year for psychologists shall be 195 190 193 days. (See 5.2.1)

- 5.2.5 The service year for child welfare and attendance counselors shall be five (5) days beyond the teachers' required days of service. For 5.2.5 through 5.2.12, the number of work days are in addition to those added above. See 5.2.1)
- 5.2.6 The service year for secondary librarian shall be ten (10) days beyond the teachers' required days of service.
- 5.2.7 The service year for department chairpersons, athletic directors and student body activity advisors shall be two (2) workdays beyond the teachers' required days of service.
- 5.2.8 The service year for counselors will be ten (10) days beyond the teachers' required days of service.
- 5.2.9 The service for vocational specialists will be 18.5 days beyond the teachers' required days of service.
- 5.2.10 The service year for full-time student activities advisors will be ten (10) days beyond the academic teaching year.
- 5.2.11 The service year for school nurses shall be three (3) days beyond the teachers' required days of service. The service year for lead school nurses shall be five (5) days beyond the teachers' required days of service.
- 5.2.12 It is understood that the scheduling of extra days worked beyond the school year by all the job classifications noted in 5.2.2 through 5.2.11 will be determined by the site administrator or immediate supervisor after conferring with the individuals involved.

5.3 Service Day

- 5.3.1 The service day for all members of the bargaining unit with classroom duties shall begin fifteen (15) minutes before the first assigned class or preparation period and shall end fifteen (15) minutes after the last assigned class or preparation period. ~~Except that on service days preceding scheduled holidays, vacations, or Saturdays, the teachers' day shall end at the close of the pupil's day.~~
- ~~5.3.1.1 However, at the elementary level, a teacher may be assigned on a Friday or a day before a holiday to duties within fifteen minutes after school on an equitable and rotating basis. But teachers who assume such duties shall be allowed to leave 15 minutes early on another day in that week or a succeeding week.~~
- 5.3.2~~1~~ The service day for all members of the bargaining unit without classroom duties, with the exception of those noted in 5.3.4~~3~~ through 5.3.6~~5~~, shall be equivalent to the teachers' day on the site(s) to which they are assigned.
- 5.3.3~~2~~ The service day on shortened days for students or non-teaching days shall be equal to the length of a regular service day.
- 5.3.4~~3~~ The counselor's service day shall be 10 minutes more than a regular teacher's service day at the site where the counselor serves.
- 5.3.5~~4~~ The service day for program specialists, behavior specialists, speech and language pathologists, psychologists and social workers shall be eight (8) hours excluding lunch.
- 5.3.6~~5~~ The service day for kindergarten teachers shall be equal to the primary teachers in the school of assignment.
- 5.3.7~~6~~ Within the constraints imposed within this Article, work site schedules will be determined by the site administrator ~~and the liaison committee~~. Site administrators may seek staff input on work site schedules. ~~These~~ schedules will include, but not be limited to, student beginning and dismissal times, instructional periods, preparation times, staff relief breaks, student recesses, lunch periods for staff and students, and

the workday or teaching schedule as applicable for individual members of the bargaining unit assigned to the administrator's work site.

- 5.3.87 The scheduling of the service day for personnel without classroom duties on a regular basis, including lunch schedules and breaks, shall be specified by the site or unit administrator after conferring with the individual employee.
- 5.3.98 Every effort will be made for teachers who are assigned to more than one (1) school to minimize travel time and ensure an adequate amount of time for lunch and preparation periods.
- 5.3.109 Principals of schools served by the same elementary special subjects specialists or any other teachers serving at two (2) locations will confer to make every effort to see that the duties assigned that teacher will be no greater than those of any regular teacher on the staff of the school.
- 5.3.11 ~~When eight hour employees are required to work beyond their regular eight (8) hour day, they will be granted compensatory time off equivalent to the overtime worked.~~
- 5.3.12 ~~Scheduling of compensatory time shall be consistent with the needs of the District. All compensatory time shall be taken at times approved by the supervisor, but shall not be unreasonable denied. The Employer will make every reasonable effort to enable employees to use compensatory time.~~

5.4 Instructional Work Day

5.4.1 Kindergarten

- 5.4.1.1 ~~Beginning in the 2014-2015 school year, there shall be two (2) options available to school sites for their Kindergarten instructional day:~~
- a. ~~The maximum regularly scheduled Kindergarten instructional day for teachers shall be two hundred (200) minutes. This subsection shall be referred to as "option (a)."~~
 - b. ~~After conducting an election held pursuant to subsection "c" of Section 5.4.1.1 and approved by SCTA and the District, a school site may schedule Kindergarten teachers' instructional day up to two hundred and fifty five (255) minutes. This schedule shall be referred to as "option (b)."~~
 - c. ~~An election pursuant to Section 5.4.1.1 shall be held every three (3) years for school sites choosing "option (b)". If an election is not held, the site will automatically revert to option (a) under this section.~~
 - d. ~~The full time SCTA members employed at a school site shall vote to elect an option under this section for Kindergarten teachers' instructional day. The term of each option provided for in this section shall be a three (3) year period effective upon the commencement of the school year immediately following the election. Election shall occur prior to March 1st to provide an implementation date at the commencement of the next school year. If option (b) does not secure positive votes from at least eighty percent (80%) of the school site's voting members, option (a) shall become effective the school year immediately following the election.~~
 - e. ~~If a school site votes to implement option (b), those Kindergarten teachers affected by the decision may choose to self surplus as set forth in Section 8.4.2.1.1 of the collective bargaining agreement. After a successful vote to implement option (b), those Kindergarten teachers wishing to self surplus must notify the District in writing.~~
 - f. ~~The District and SCTA shall establish a joint Extended Day Kindergarten Committee to assist with issues related to extended day Kindergarten. The primary purpose of this committee shall be to evaluate the effectiveness of the extended day Kindergarten program. The committee shall consist of three (3) District appointed members and three (3) SCTA appointed members.~~

~~g. Language to reflect Kindergarten for collaborative time and instructional minute requirement for Extended Day Kinder.~~

5.4.21 **Primary Grades**

5.4.21.1 The maximum regularly scheduled primary teachers' (EK/TK-3) instructional day, including preparation time when scheduled, shall be 285 minutes per day, but excluding recess and at least a 30~~40~~ minute lunch period. ~~The staff and principal may agree to decrease or increase lunch by 5 minutes within the limitations of the District transportation system, and local needs.~~ With the incorporation of collaborative time, the maximum regularly scheduled primary teachers' instructional day shall be 297 minutes provided that regularly scheduled primary teachers' instructional day on Thursdays (unless it is a shortened day) shall be 237 minutes.

5.4.21.2 Under necessary circumstances and with an agreement between the District and the Association, the Parties ~~may mutually agree to allow for the doubling~~ District may double of primary classes (~~Kindergarten—3rd grade~~) depending on safety, facilities, and/or program needs. For these cases, doubling of primary classes will not be considered a class size violation.

5.4.32 **Intermediate Grades**

5.4.32.1 The maximum regularly scheduled intermediate teachers' (grades 4-6) instructional day, including preparation time when scheduled, shall be 305 minutes but excluding recess and at least a thirty~~forty~~ (40~~30~~) minute lunch period. ~~The staff and principal may agree to decrease or increase lunch by five (5) minutes within the limitations of the District transportation system, and local needs.~~ With the incorporation of collaborative time, the maximum regularly scheduled intermediate teachers' instructional day shall be 317 minutes provided that regularly scheduled intermediate teachers' instructional day on Thursdays (unless it is a shortened day) shall be 257 minutes.

5.4.43 **K-8**

5.4.43.1 The instructional day at K-8 schools shall be governed by Sections 5.4.1 through ~~5.4.3.1~~ 5.4.2 above for the grade level.

~~5.4.4.2 Relief breaks at K-8 schools may be increased to 30 minutes per day from the 20 minute standard. K-8 schools shall provide a plan to ensure that every teacher is treated equitably and that every teacher receives a break.~~

~~5.4.4.3 K-8 schools with magnet resource teachers may develop a site plan that increases the preparation time for primary and intermediate teachers. The plan design may include the use of magnet resource teacher services.~~

5.4.54 **Secondary Level**

5.4.54.1 At the secondary level the maximum number of regularly scheduled student instructional periods for teachers will be five (5) periods per day in those schools in which the instructional schedule is based upon a six (6) period day.

5.4.65 **Middle Schools**

5.4.65.1 At the middle school, the maximum instructional time for teachers shall not exceed 305 minutes, including preparation periods but excluding student passing time, teacher relief breaks, and lunch periods. The minimum instructional day for middle school students shall be 330 minutes, excluding lunch. Passing periods shall not exceed seven (7) minutes each. With the incorporation of collaborative time, the maximum regularly scheduled middle school teachers' instructional day shall be 314 minutes

provided that regularly scheduled middle school teachers' instructional day on Thursdays (unless it is a shortened day) shall be 254 minutes.

5.4.76 **High Schools**

The maximum regularly scheduled high school teachers' instructional day shall be 279 ~~(SB 813 from 1983)~~ minutes excluding lunch, passing time, relief breaks, and preparation. With the incorporation of collaborative time, the maximum regularly scheduled high school teachers' instructional day shall be 289 minutes provided that regularly scheduled high school teachers' instructional day on Thursdays (unless it is a shortened day) shall be 239 minutes.

For purposes of calculating instructional minutes, the School of Engineering and Sciences and Kit Carson shall be considered a high school.

5.5 **Shortened Days**

~~5.5.1 Shortened day shall be 235 minutes at primary, 249 minutes at intermediate, 240 minutes at middle school, and 246 minutes (including passing periods) at high schools. Shortened days at high schools during finals shall be 247 minutes. Extended Kindergarten may not exceed the primary day.~~

5.5.21 One (1) shortened day shall be provided on the last teaching day of each quarter or trimester for the purpose of preparing grades and reports in all schools. In no case shall a teacher be required to submit grades and reports prior to 3:15 on the last teaching day of each quarter or trimester. For the elementary level these reports and records days shall be beyond those granted in 5.5.32.

5.5.32 At the elementary level, six (6) shortened days shall be scheduled for parent conferences at the end of the first quarter or trimester. Five (5) shortened days shall also be provided at the end of the third quarter or second trimester for parent conferences; ~~if the principal and staff agree, these days may be waived.~~ The scheduling of these shortened days shall be determined and included on the student calendar at the school level by the site administrator and the school faculty within the dates prescribed in the school calendar. ~~Such parent conferences are to be held only on those days provided for that purpose.~~

~~5.5.4 In schools and classes wherein the students are transported daily, the scheduling of the days and times of these conferences must be done within the limitations of transportation services.~~

5.5.53 At the middle school level, grades 7-8, six (6) shortened days shall be provided and used as follows:

Four (4) days to be used for reports and records at the end of each quarter. Two (2) days for in-service education to be arranged by the principal, with a consensus of the school staff required.

5.6 **Preparation Time/Extra Allocation Time**

5.6.1 Each full time middle, junior high, and senior/high school teacher will be provided one (1) preparation period ~~daily per school day~~ which will equal the standard instruction period in each individual school.

5.6.1.1 No junior high or middle school teacher shall be required to function as a department chairperson.

5.6.2 Each full time elementary teacher, including but not limited to special day class teachers, will be provided at least ninety (90) minutes of preparation time per full school week. ~~Prep time applies to each week which includes a regular teaching day.~~

5.6.2.1 Teachers hired into preparation specialist positions ~~are intended to be those with regular K-6 credentials~~ shall have the appropriate credential for such position. ~~Those preparation specialist teachers who worked in the elementary preparation program in 1991-92 and return to a preparation specialist position in 1994-95 shall not be required to have a regular K-6 credential.~~

- 5.6.2.2 ~~Flexible prep time for prep specialist teachers in Elementary Schools. Ordinarily, prep time is expected to be provided in approximate 45 minute segments. However, in order to facilitate scheduling, prep specialist prep time may be allocated in shorter segments less than 45 minutes per week when documentably necessary. In return, time on shortened days after the student day shall be considered prep time for prep specialists.~~
- 5.6.2.3 The preparation specialist teaching prep day is understood to be the same as all other grade 1-6 teachers at the site.
- 5.6.2.4 In those schools where additional minutes are available within a preparation specialist's instructional day, those minutes are to be used to provide additional minutes of preparation time on a regular or intermittent basis to qualifying teachers. The available minutes are to be distributed as equitably as possible among the qualifying teachers. ~~It needs to be reiterated that it is not appropriate for a preparation specialist's time to be assigned to other programmatic uses outside of the elementary preparation program at a site even though it is acknowledged that there are many such needs.~~
- ~~5.6.2.5 For Transitional Kindergarten and Kindergarten teachers, the preparation period will be held after the end of the student day during regular (nonshortened) work day.~~
- ~~5.6.2.6 The preparation time described above will be pro-rated for employees working less than a full time equivalent (1.0 FTE).~~
- ~~5.6.3 Each site, in consultation with the Liaison Committee, shall determine how to best and fully utilize its above staffing allocation for the school year.~~
- ~~5.6.4 The time scheduled for elementary special subject teachers in each elementary school shall be rounded upward to the nearest whole day.~~
- ~~5.6.3 All special day class teachers as including special day class teachers assigned to work in preschool programs shall be provided preparation time equal to the preparation time provided other teachers in their school. [Moved from 5.6.6]~~
- 5.6.54 ~~Elimination of Lost Prep Time:~~**
- 5.6.5.1 Prep time loss during weeks with holidays and during shortened and/or early days or for other reasons that are beyond an individual teacher's professional control (e.g. changes of schedule due to testing, assemblies, or required training, etc.) will be made up by using one or more of the following options.**
- a. Schools calling substitutes.**
- ~~b. Payment for prep loss. Payment will be based on the pro-rated higher substitute cost.~~
- c. Rescheduling of prep time. This can include rotation of regular prep periods during the school year.**
- ~~5.6.6 All special class teachers as defined by Special Education shall be provided preparation time equal to the preparation time provided other teachers in their school. The District shall ensure this preparation period. [Moved to 5.6.3]~~
- ~~5.6.7 Full time Child Development teachers shall be provided 150 minutes of duty free preparation time per week. Scheduling of the preparation time shall be the responsibility of the site administrator. The site administrator will confer with the teachers on this matter. [Moved to 5.12]~~
- ~~5.6.7.1 Preparation time will be prorated based on the proportion of time a part time Child Development teacher is employed. [Moved to 5.12]~~

5.6.84.1 Teachers shall not be required to assume other duties or responsibilities during preparation time without their consent, except under emergency circumstances to provide for the supervision and/or protection of students. No teacher shall be required to give up more than ~~two six (26)~~ preparation periods for emergency situations per year, except in those schools where an alternative program has been approved by the faculty.

In the event a teacher is required to give up more than two (2) ~~six (6)~~ preparation periods in a school year, the teacher may request payment for the lost preparation period. Payment will be made to the teacher based on the contract hourly rate.

5.7 **Relief Breaks**

5.7.1 The service day shall include twenty (20) minutes of relief breaks at the rate of ten (10) minutes in the morning and ten (10) minutes in the afternoon. In no case shall a single break be less than five (5) minutes.

5.7.2 The site administrator shall be responsible for scheduling the supervision of students during the time established for relief periods.

5.7.3 A daily fifteen (15) minute a.m. and a fifteen (15) minute p.m. rest break will be provided to all seven (7) or eight (8) hour employees.

5.8 **Lunch**

5.8.1 All teachers shall be provided with a minimum thirty (30) minute uninterrupted lunch period daily., ~~except on days where there is inclement weather or air quality issues impacting student outdoor time.~~

5.8.2 Each special subjects non-classroom teacher shall be scheduled at least the same lunchtime allotment as the regular teachers at the same site.

5.9 **Professional Responsibilities**

5.9.1 Unit members are responsible for student instruction and other professional duties including, but not limited to:

5.9.1.2 Collaboration with peers to improve student learning including, assessing student learning, developing common formative assessments, sharing instructional strategies and methods, lesson planning, standards-aligned curriculum, developing real time intervention strategies, and maintaining and improving an effective school culture/climate;

5.9.1.3 Any instructional planning, preparing lesson plans, preparing and selecting instructional materials;

5.9.1.4 Reviewing and evaluating the work of students;

5.9.1.5 Preparation for and communicating and conferring with pupils, parents, staff and administrators on goals and objectives for students, progress of the student in pursuit of objectives, special accomplishments of the student, and any concerns regarding the student;

5.9.1.6 Pursuing specific objectives and goals based on an assessment of student needs in relation to school and District goals;

5.9.1.7 Maintaining all required records for students and the class;

5.9.1.8 Supervising students both within and outside the classroom;

- ~~5.9.1.9~~ Participating in staff development programs, in-service meetings, and professional activities related to their assignment;
- ~~5.9.1.10~~ Attending faculty, departmental, and grade-level meetings, and participating in collaborative time as required by this Article;
- ~~5.9.1.11.~~ Independent study and otherwise keeping current with developments within their areas or subjects of assignment;
- ~~5.9.2~~ In addition to the professional responsibilities set forth in 5.9.1, unit members may have other assigned professional responsibilities which may extend beyond the work day, including:
- ~~5.9.2.1~~ Back to school night, open house, parent conferences, 504/SST/IEP meetings, and professional growth activities.

SpecialExtra-Duty Assignments

- ~~5.910.1~~ Extra Duty Assignments are assignments that are in addition to the duties enumerated above as part of the teacher’s professional responsibilities and elsewhere in this article, but exclude duties performed by teachers in fulfillment of extra pay for extra service contracts. Extra duty assignments may include supervision of co-curricular or extra-curricular activities
- ~~5.910.2~~ No teacher shall be required to participate in an extra special duty assignment more than four (4) times during a school year, no more than one (1) of which shall be on a Friday. Saturday, Sunday, and holiday special assignments will be made on a voluntary basis.
- ~~5.910.3~~ No teacher shall be required to accept any overnight duty. Such assignments may be made on a voluntary basis, except that if there are no volunteers a teacher may be assigned if necessary to avoid cancellation of the overnight activity. In the event a teacher is assigned to the overnight activity, they will be compensated at the per session rate.
- ~~5.910.4~~ The site administrator will make these special-extra-duty assignments only as necessary and in a manner which distributes the extra duties and responsibilities as equitably as possible to all concerned staff.
- ~~5.910.5~~ The site administrator shall confer with teachers when planning extra-duty activities in which the teacher may be involved if the activity is scheduled to which might occur outside the maximum regular service day in which the teacher may be involved.
- ~~5.9.6~~ New teachers shall have no more than one (1) additional day of service required for all District wide meetings in addition to whatever requirements exist for all teachers. In addition, the Parties agree to negotiate a new and mutually agreeable Article 5.9.8.1 to reflect the New Employee Orientation requirements.
- ~~5.9.8~~ Parties agree to incorporate this language into the New Employee Orientation set forth in AB 119. The parties further agree to negotiate these changes beginning within sixty (60) days of the ratification of the agreement.
- ~~5.9.8.1~~ **New Employee Orientation – TBD (New Article)**

5.101 Staff Meetings

- ~~5.101.1~~ The first Thursday of each calendar month of the school year shall be reserved for on-site faculty meetings.
- ~~5.101.2~~ Every effort will be made to limit the length of faculty meetings to one and one half (1.5) (1) hours.

- 5.101.3 Whenever possible, the notice of and tentative agenda for any meetings shall be given to teachers ~~involved~~ at least two (2) days prior to the meeting.
- 5.101.4 The site administrator may schedule up to four (4) additional meetings each school year of up to sixty (60) minutes ~~from in addition to~~ those noted above when the administrator concludes that there is a necessity for additional meetings. ~~If such meetings are mandatory, unit members shall be paid at the contract hourly rate for attending.~~
- 5.101.5 The site administrator will excuse teachers from meetings and special assignments for emergency reasons or extenuating circumstances which can be substantiated.
- ~~5.10.6 The District will limit the numbers of extra meetings teachers must attend and agrees to discuss with the union how to achieve that end.~~

5.142 Collaborative Time

- 5.142.1 The parties agree to ~~incorporate~~ ongoing collaborative time, ~~beginning in the 2016-17 school year,~~ to allow ~~regular teacher and~~ defined time for educators to collaborate on approaches to improving student achievement and common issues with their colleagues.
- 5.142.2 Collaborative time is time spent in professional learning activities that focus on a school site's Single Plan for Student Achievement plan and/or the District Strategic Plan and related initiatives. This may be done in department/grade level teams, and/or special populations of certificated unit employees, or as whole-staff activities. Typically, team meetings will focus on improving student achievement through the examination of student work, analyzing student/school data, sharing methodologies, planning and developing curriculum and assessments. The time is intended to be for group collaboration.
- 5.142.3 Collaborative time shall be structured as follows:
- a. On the first Thursday of each month a staff meeting, not to exceed ~~60~~ 90 minutes, will be held.
 - b. On the second, third, and fourth Thursdays of each month, unit members will be provided 60 minutes of collaborative time, immediately following the conclusion of the instructional day with students, on those Thursdays when there is a regular instructional day.
 - c. On the fifth Thursday of each month (if occurring), ~~the regular work day for unit members shall conclude fifteen minutes after the end of the instructional day for students. If voluntary unit members will participate in professional learning opportunities are will be provided at the school site as determined by the site administrator, during the fifth Thursday of a month, unit members will be paid at the volunteer rate. If mandatory professional development training is required the fifth Thursday of a month, educators will be paid at their regular contractual daily rate.~~
 - ~~d. The eighteen paid regular hours of common planning time previously negotiated shall be incorporated into the collaborative time, as provided for above. Furthermore, the additional time required to provide for collaborative time on the fourth Thursday of the month, shall be paid at the regular contracted daily rate and incorporated into the salary schedule.~~
- 5.142.4 For eight-hour bargaining unit members, the ~~current practice regarding Common Planning Time (CPT) shall remain in effect until a mutually agreed upon alternative has been negotiated~~ District will direct the collaborative time for these employees to ensure that they have meaningful opportunity to engage in with their colleagues, including site-based personnel and those in similar positions.

5.123 Scheduling in Child Development

5.123.1 Child Development Hours

- 5.123.1.1 Child Development teachers shall work the regularly assigned hours ~~same hours as classified Children's Centers employees~~ during the winter recess and summer vacation.
- 5.123.1.2 For Child Development teachers who eat lunch with their assigned children, the service days will be eight (8) hours including lunch.
- 5.123.1.3 The service day for a Child Development teacher shall be eight (8) hours including relief breaks and excluding lunch.
- 5.123.2 Schedules for holidays and vacation periods shall be established through consultations between the teachers and management. Individual preferences and special circumstances will be given serious consideration by management; however, management reserves the right to make the final decision in the interest of the total program. Any request for vacation shall be acted upon within six (6) working days from the date of submission of the written request and such decision shall be conveyed immediately to the teacher.
- 5.12.2.1 ~~Child Development teachers shall be granted half of the Board granted vacation days during the winter holidays in addition to vacation days. The winter holiday schedule shall be established and posted by November 15 of each year.~~
- 5.123.2.2 Child Development teachers may carry over no more than twelve (12) vacation days from year to year, up to a maximum of 40, but vacation days lost will be compensated at the teacher's per diem rate.
- 5.11.2.1 ~~Children's Center teachers may carry over no more than twelve (12) vacation days from year to year, but vacation days lost will be compensated at the teacher's per diem rate.~~
- 5.123.2.2.1 If at the end of the fiscal year (June 30), staff has vacation days that have not been used, those days may be cashed out up to twelve (12) days per fiscal year or carried over without reduction. Request for cash out should be submitted in accordance with Payroll Department procedures.
- 5.123.3 The number of contracted work days per year for Child Development teachers in 12 month positions commencing on July 1 ~~Child Development~~ shall be 223 days.
- 5.123.4 Fee-based Child Development programs that operate for 12 months of the year shall have at least one (1) teacher who shall work the 223-day ~~C~~contract year.
- 5.123.4.1 Child Development teachers at who are on a 223-day Contract may be required to work at another site during winter and spring breaks and student vacation periods.
- 5.123.4.2 All ~~other~~ 10 month teachers at fee-based centers shall work the service year reflected in the School Calendar Summary K-12. When such teachers work days beyond those stipulated in the Calendar, they shall be compensated at their per diem rate and shall accrue all benefits associated with the additional days.
- 5.123.4.3 According to seniority Child Development teachers on the K-12 School Calendar shall have first right of refusal for additional days required at any center during winter and spring breaks, and student vacation periods. For STRS purposes, a full year of service for Child Development teachers shall be reported for both 223 days of service and for teachers who work the service year reflected in the School Calendar Summary for K-12.
- 5.12.5 ~~The service year for Child Development teachers working in infant/toddler programs in a 12 month position shall work the 223 day service year.~~
- 5.123.65 Scheduling 12 month Child Development Teachers Contracted Work Days:

- a. By June 1st of each year, the District operational calendar which begins July 1 for the 12 month child development programs will be provided to SCTA.
- b. By no later than June 15th, the District will ask staff members to identify 50% of the non-contracted days each staff person will need to schedule for the time period from July 1 through December 31.
- c. By no later than December 15th, the District will ask staff members to identify the remaining 50% of non-contracted days each staff person will need to schedule for the time period from January 1 through June 30.
- d. Both parties are responsible for ensuring 223 contracted days are scheduled. Scheduled days may be changed by mutual agreement.

5.123.65.1 In the event there are two or more staff who desire to take days off and not all requests can be accommodated; seniority will be used to determine which request(s) takes priority.

5.134 Parent and Preschool Education Teachers

5.134.1 Half-time contract teachers shall be those whose daily assignment accumulates to three (3) hours; said hours shall include two and one-half (2-1/2) hours student contact time plus thirty (30) minutes each day for preparation and conferencing. Such half-time assignments shall also include a two (2) hour weekly parent meeting at the going ~~per session~~ hourly rate.

5.134.2 Two-thirds (2/3) contract teachers shall be those whose daily assignment accumulates to three (3) hours student contact time plus twenty (20) hours allocated monthly as follows:

- a. Four (4) hours in-service.
- b. Sixteen (16) hours of home visitation, preparation, and such reports as required by the funding agency.

~~5.13.2.1~~ **Headstart**

~~Two thirds (2/3) contract teachers shall be those whose daily assignment accumulates to three and one half (3 1/2) hours student contact time per day for each day for up to 4 days per week plus twenty four hours allocated monthly as follows:~~

- ~~a. Four (4) hours in service.~~
- ~~b. Twenty (20) hours of home visitation, preparation, and such reports as required by the funding agency.~~
- ~~c. Such hours from a. and b. will be distributed among the four teaching days unless mutually agreed to be performed on another day by the affected teacher and supervisor.~~
- ~~d. The teaching days shall be Monday through Thursday as derived from the K-12 181 day calendar.~~

~~5.13.3 Full time contract teachers shall be those whose daily assignment accumulates to six (6) hours per day.~~

~~5.13.4 It is agreed that the District may change or reduce the hours of per session employees and may terminate the services of such an employee whenever such action is deemed to be in the best interest of the instructional program. Further, it is agreed that the District shall give priority consideration to granting contracts to per session teachers before those with less or no District experience.~~

~~5.13.5 Per session teachers shall be those whose daily hours accumulate to less than fifteen (15) hours per week.~~

~~5.134.63~~ Hours of on-site service time shall be the hours of assignment plus fifteen (15) minutes before and fifteen (15) minutes after the daily assignment. ~~Except that on service days preceding scheduled holidays, vacations, or Saturdays, the teacher's day shall end at the close of the pupil's day.~~ In addition, teachers are responsible for carrying out special assignments in accordance with Article 5, Section 5.8, and for attending staff meetings on the first Thursday of the month.

5.145 **Adult Education**

~~The parties agree to meet within thirty (30) days of ratification of the Agreement to negotiate revisions to Article 5.14 Adult Education.~~

5.15.1 Adult education assignments are based upon enrollment and attendance. Staff assignment shall increase or decrease according to student enrollment. Every effort shall be made to maintain classes and programs if they are cost effective.

5.15.1.1 Half-time contract teachers shall be those whose daily assignment accumulates to three (3) hours; said hours shall include two and one-half (2-1/2) hours student contact time plus thirty (30) minutes each day for preparation and conferencing. Such half-time assignments shall also include a two (2) hour weekly parent meeting at the going per session rate.

5.15.1.2 Full-time teachers shall be those whose daily assignment accumulates to six (6) hours; said hours shall include five (5) hours of student contact time plus one (1) hour each day for preparation and conferencing. Such assignments shall also include a two (2) hours weekly parent meeting at the going per session rate.

5.15.2 Permanency

5.15.2.1 Permanency shall be attained only by those unit members who work 18 hours or more per week.

5.15.2.2 Permanency shall not be attained for more than 30 hours per week.

5.15.2.3 In order to achieve permanency, a bargaining unit member must serve 75% of the regular school year and 60% of the hours of a full-time assignment for two (2) consecutive years.

5.15.2.4 Permanency shall be attained only for the average number of hours per week which unit members serve during their two (2) consecutive probationary years.

5.15.2.5 Unit members who have attained permanency at a level below 30 hours and who subsequently serve for a greater number of hours shall have their permanency Level Increased to the average number of hours served during the three-year period consisting of the current year being served and the immediately preceding two (2) consecutive years.

5.15.2.6 A unit member's probationary hours shall not be reduced solely to prevent the member from achieving permanent status or to reduce the number of permanent hours achieved.

5.15.2.7 Employees with permanent status in the K-12 program of the District who become eligible for permanent status in adult education shall at the time of becoming eligible for permanent status in adult education elect as to whether they shall have permanent status in the K-12 program or in the adult education program. Permanent status may not be attained in both programs.