

**Tentative Agreement Between The  
Whittier City School District and the  
Whittier Elementary Teachers Association**

Article IX: Hours of Employment

A. Hours of Employment

1. Unit members shall be at work stations and responsible for instructional and other assignments for a minimum of seven and one-half (7 1/2) hours per day, inclusive of a thirty (30)-minute lunch period.

2. Instructional Minutes

a. Preschool: 240 minutes/day

b. Transitional Kindergarten and Kindergarten:

Regular Day: 310 minutes/ Minimum Day: 210 minutes

c. First through Third Grades:

Regular Day: 310 minutes/ Minimum Day: 210 minutes

d. Fourth and Fifth Grades:

Regular Day: 330 minutes/ Minimum Day: 220 minutes

e. Sixth through Eighth grades:

Regular Day: 355 minutes/ Minimum Day: 215 minutes

3. Unit members are primarily responsible for duties necessary to meet their students' needs; preschool unit members may assist an additional ninety (90) minutes per week to support instruction in other classrooms.

4. Duty for Special Assignments:

Special Day Class teachers (either in mild/moderate or moderate/severe educational settings) with on-going responsibility for before and/or after school duty (e.g. bus duty) will be exempt from further regularly-scheduled duties. Itinerant teachers who work more than one site per day will not be assigned regular duties on any day in which their assignment is split between two or more schools.

5. Transitional Kindergarten and Kindergarten will implement the minimum day instructional minutes until the first day of the fourth week of school.

B. In addition to the above minimum time, unit members are responsible for:

1. Back-to-School nights
2. Open House, if scheduled (The School leadership team will collaborate with school administration to schedule school-wide events (Back-to-School Night, Open House, etc.)
3. Other duties consistent with past practice.
4. Each school shall schedule minimum days for Back-to-School Night/Open House and last day of school.

C. On days when unit members are scheduled to work but the pupils are not scheduled to be present, and on days of an emergency release of pupils or on minimum pupil days, the workday shall be seven and one-half (7 1/2) hours for all unit members, inclusive of a thirty (30)-minute lunch period.

D. All unit members shall be entitled to a duty-free lunch period of thirty (30) minutes. Unit members assigned to two or more schools in a day will receive a minimum 30-minute duty free lunch and a minimum of thirty minutes for driving and preparation per traveling day.

E. All unit members shall be required to work 183 days, one of which is a Professional Development Day, except psychologists who work 190 days and middle school counselors and social workers who work 191 days. The scheduling of such workdays for the school year shall be as set forth in Appendix C & D: Bargaining Unit Calendar.

F. Professional Development Days

The parties agree that contractual leave rights will apply to the Professional Development days, except as modified as follows:

1. No Personal Necessity Leave as defined in Section 10.b.5 will be permitted on Professional Development Days (Personal Necessity as defined by Section 10.b.1, 2, 3, 4 remains in effect).
2. The District may request a Doctor's note to verify sick leave taken on

Professional Development Days.

3. Employees will arrive at Professional Development Days on time and remain for the full day. Sign-In and Sign-Out verification will be used. In the event that employees do not attend the entire day, their partial day attendance is subject to the leave restrictions contained herein (unexcused partial day attendance may result in being docked for the full day).

#### G. Preparation Time

1. All middle school bargaining unit members shall be assigned a preparation period within the contracted day. The preparation period shall be the same length as the regular period.
2. Bargaining unit members shall not be used as substitutes during their preparation period unless the unit member agrees to do so. If a unit member substitutes during his/her preparation period he/she will receive one fifth (1/5) of his/her daily rate.
3. Substitutes shall be provided for Special Day Class and Resource Specialist Teachers.
4. In the event no substitute is available for an absent teacher and the site administrator determines that it is necessary to assign up to one-fifth of that class to another unit member, and that unit member agrees to receive those students, that unit member shall receive one-fifth of his/her daily rate, prorated for the time he/she has the students.
5. The Whittier City School District and the Whittier Elementary Teacher Association agree to provide additional compensation to any 7th or 8th grade single-subject credentialed teacher who is assigned to teach four or more varying grade level and/or subject matter courses. If possible, the principal will adjust the teacher's schedule to include an additional preparation period. If this is not possible, the teacher will be compensated \$1400 per trimester.

The Whittier City School District and the Whittier Elementary Teacher Association agree to provide additional compensation to any multiple-subject credentialed teacher placed at the middle school level who is assigned to teach four or more subjects with three or more different groups of students during the school year. If possible, the principal will adjust the teacher's schedule to include an additional preparation period.

If this is not possible, the teacher will be compensated \$1400 per trimester. Bargaining unit members assigned to a self-contained classroom will not be eligible for the additional compensation.

H. Minimum Day Schedule

1. Ten (10) days shall be designated as full “teacher days” and assigned where deemed necessary by the principal and school leadership team on the district minimum day calendar. Ten (10) days shall be deemed as full “District/site days” and assigned as needed by the District and principal to the minimum day calendar. The remaining minimum days shall be apportioned equally between teacher time and teacher collaboration/school needs, as designated by the school principal and the school leadership team. The following days are not designated as teacher or district days and do not apply to the above language:
  - A. Back-to-school night and Open House
  - B. Comp Days
  - C. First and last day of school
  - D. Parent Conferences
2. Fifteen minutes will be given for student dismissal time and shall not infringe on either teacher prep or teacher collaboration time.
3. All special education district collaboration meetings will be recorded or offered in an alternative format for staff unable to attend the synchronous meeting. Office hours to provide clarification and support will be offered on an as needed basis by appointment.

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Alex Vogel, Negotiations Chair

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Date

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Dr. Raquel Gasporra, Asst. Supt., Business Services

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Date

