

ARTICLE VII - HOURS OF EMPLOYMENT

A. WORK YEAR (All Traditional Calendared Sites):

1. The work year for all employees, except as otherwise provided for in this Agreement, shall consist of one hundred eighty-four (184) working days of which one hundred eighty (180) shall be days of student instruction and one(1) day shall be a staff development day. The remaining three (3) days shall be designated "teacher workdays." The work year for new teachers will be one hundred eighty-six(186) working days.
2. The psychologist's work year will be one hundred ninety (190) days, of which six (6) may be worked prior to or after the regular work year.
3. The work year for all counselors shall be that for all classroom teachers, except that each counselor may be assigned by the Principal for up to eight (8) consecutive working days of his/her one hundred eighty-four (184) day work year either following the completion of the school year or prior to the beginning of the next school year during the two (2) weeks immediately preceding the first day of student instruction each school year. The Principal shall seek the advice of the counseling staff as to the number of counseling days needed, the number of counselors needed, and the scheduling of those days. Counselors assigned to these alternative workdays shall be given equivalent in lieu time, which with the prior approval of the site administration may be taken on consecutive workdays.

B. WORKDAY:

1. The length of the workday for all full-time regular program classroom teachers, special education teachers, psychologists, counselors, librarians work experience coordinators, R.O.P. coordinators and speech therapists shall be seven (7) hours per day inclusive of a 30-minutes duty-free lunch.
 - a. Noon duty supervision shall not encroach on the duty-free lunch. A reasonable time for the teacher to travel to the assigned noon duty station shall be provided. Each minute of noon duty assignment will count, as 1.2 minutes toward the teacher's supervision requirement.
 - b. All teachers shall be present on duty approximately ten (10) minutes before the first period and six (6) minutes after the last assigned period. Employees performing extra

contract duties may fulfill the sixteen (16) minute requirement before the first assigned class with the approval of the Principal. Employees required to be at District meetings may be released from either before or after school attendance requirements, or both, to attend such meetings during those time periods. It is understood that this time before or after school may vary slightly from school to school and from year to year depending upon the bell schedule. However, the variance shall be within the seven (7) hours that bargaining unit members are required to be on site. The District shall not use this provision to increase classroom instructional time.

The workday requirement shall exclude any time for which extra compensation is received. Assigned work hours shall be spent at the work site unless the employee's duties require his/her presence at an off-work site location.

- c. Each full-time classroom teacher shall be assigned one (1) preparation period equal in length to the designated length of the teaching periods, except that a preparation period may not be assigned on minimum days or on days where the period schedule is revised for special purposes and eliminates the period which otherwise would have been either the preparation period and/or the conference period.
- d. Full-time teachers of Resource Specialist classes and Special Day classes shall be assigned an equivalent to one (1) preparation period per day, and one (1) conference period per day equal in length to the designated length of the teaching periods, except that a preparation or conference period may not be assigned on minimum days or on days where the period schedule is revised for special purposes and eliminates the period which otherwise would have been either the preparation period and/or the conference period. Conference periods shall be utilized for tasks necessary to ensure the program's legal compliance with special education laws, as set forth in Appendix J of this contract.
- e. For the purposes of this Article, a full-time teacher is defined as one who is assigned four (4) or more teaching periods or eighty percent (80%) of a full-time assignment, with the exception of Special Education teachers (Resource Specialist or Special Day Class Teacher). A full-time assignment is defined as one who is assigned three (3) or more teaching periods or seventy-five

percent (75%) of a full-time assignment for Special Education teachers.

f. Middle school bargaining unit members shall be required to perform all or part of the following duties beyond the regular workday. For those teachers with assignments in two (2) or more schools, the time needed to travel between the schools shall be deducted from their supervision time and/or the time needed to fulfill number 1.-6. below:

1. Attendance at up to six (6) faculty meetings (ten (10) regularly scheduled faculty meetings in Program Improvement schools) before or after the workday. Three (3) faculty meetings may also be scheduled during the District-assigned workdays. Attendance at special faculty meetings can be required to deal with an unscheduled and unavoidable health or safety hazard or other emergency matter which demands the immediate attention/involvement of the staff or to deal with state mandates that cannot reasonably be covered at regularly scheduled faculty meetings.
2. Attendance at up to six (6) regularly scheduled District or school department meetings. Attendance at a reasonable number of special department meetings may also be required in Program Improvement schools.
3. Up to a total of thirteen (13) hours may be required for supervision participation in one (1) or more of the following:
 - a. Performing assigned supervision of students at times beyond the required on-site workday, not covered by District Policy 4153 (Extra Pay for Extra Work);
 - b. Participation in non-extra pay co-curricular program of the school: e.g. club sponsorship and class sponsorship;
 - c. Ten (10) minutes lunch duty following the fourth period passing period or prior to the fifth period passing period, for which the teacher will receive twelve (12) minutes credit.

The site administrator, after consultation with the division/assignment committee, if the committee so requests, will determine the

duty stations for the thirteen (13) hours and the committee will decide on the division/assignment of the staff. In every case, the final decision regarding duty stations will remain with the site administrator and will not be grievable. Membership of the committee will be an administrator at the site and a minimum of four (4) certificated staff elected annually by their peers. A Federation representative will serve as a non-voting member.

4. Attendance at no more than one (1) Back-To-School Night in the Fall and no more than one (1) Open House in the Spring.

5. Attendance at parent conferences at the request of the parent, counselor, or administrator by appointment with the teacher at times other than during the required on-site hours.

6. Serve on school and District committees.

g. High School bargaining unit members shall be required to perform all or part of the following duties beyond the regular workday. For those teachers with assignments in two (2) or more schools, the time needed to travel between the schools shall be deducted from their supervision time and/or the time needed to fulfill Sub-sections number 1.-6. above.

1. Attendance at up to six (6) regularly scheduled faculty meetings before or after the workday. Three (3) faculty meetings may also be scheduled during the District-assigned workdays. Attendance at special faculty meetings can be required to deal with an unscheduled and unavoidable health or safety hazard or other emergency matter which demands the immediate attention/involvement of the staff or to deal with state mandates that cannot reasonably be covered at regularly scheduled faculty meetings.

2. Attendance at up to six (6) regularly scheduled District or school department meetings. Three (3) department meetings may also be scheduled during the teacher's workdays. Attendance at a reasonable number of special department meetings may also be required in accreditation years.

3. Up to a total of thirteen (13) hours may be required for supervision/participation in one (1) or more of the following:
 - a. Performing assigned supervision of students at times beyond the required on-site workday, not covered by District Policy 4153 (Extra Pay for Extra Work);
 - b. Participation in non-extra pay co-curricular program of the school: e.g., club sponsorship and class sponsorship;
 - c. Ten (10) minutes lunch duty following the fourth period passing period or prior to the fifth period passing period, for which the teacher will receive twelve (12) minutes credit.

The site administrator, after consultation with the division/assignment committee, if the committee so requests, will determine the duty stations for the thirteen (13) hours and the committee will decide on the division/assignment of the staff. In every case, the final decision regarding duty stations will remain with the site administrator and will not be grievable. Membership of the committee will be an administrator at the site and a minimum of four (4) certificated staff elected annually by their peers. A Federation representative will serve as a non-voting member.

4. Attendance at no more than one (1) Back-to-School Night in the Fall and one (1) 9th grade Orientation Evening. The members required to attend the ninth grade orientation shall be given two (2) hours of adjunct duty credit. (Note: the ninth grade orientation will not be mandatory after the 2007-08 school year if it is not attended by approximately 10% of the parents of the ninth grade students.)
5. Attendance at parent conferences at the request of a parent, counselor or administrator by appointment with the teacher at times other than during the required on-site work hours.
6. Service on school and District committees.
- h. The length of workday and assignment to duties listed above for part-time employees shall be on a proportionate relationship to the workday and

duties for full-time classroom teachers, except that part-time employees shall attend all faculty meetings, departmental meetings, Back-to-School Night, Open House and participate in parent conferences.

- i. An employee who is assigned to teach less than four (4) classes per day is not entitled to a preparation and/or conference period. Special Education and Opportunity teachers will receive a pro rata preparation and/or conference period in relation to the number of periods taught.

C. **WORKDAY: ALL COMPREHENSIVE SITES**

1. The staff at any comprehensive school may modify its class schedule to provide for a period during the day not to exceed twenty (20) minutes for the purposes of creating an advisory period or a period for Sustained Silent Reading. Such a schedule is subject to the following conditions:
 - a. The schedule must be in compliance with state law, which requires a minimum number of sixty-four thousand eight hundred (64,800) instructional minutes per year for high school and fifty-four thousand (54,000) instructional minutes per year for middle schools. Commencing with the 2006-07 school year, middle school teachers shall provide the same number of annual instructional minutes provided to students by teachers in the high schools in the 2005-06 school year.
 - b. No additional preparation or paper grading will be required of the teacher. All materials must be provided by the school; however, the teacher will be responsible to preview the material.
 - c. No teacher will be expected to act in the role of counselor.
 - d. Such schedules are subject to yearly review and will be ended should a majority of the teachers at the school so desire.
 - e. Any additional cost of the program will come from the school's formula funds.
 - f. In schools which add the advisory period to an existing period, teachers who have a preparation period during the advisory period will be assigned to help supervise large classes, e.g., P.E.
 - g. The length of the teacher workday will not increase.
 - h. On the first teacher workday of the year and the teacher workday at the end of the first semester,

the total meeting time shall not exceed two (2) hours. However, nothing shall preclude the principal and the SVFT building representative at the site or the SVFT President from mutually agreeing to increase the meeting time in those two days.

2. Full-time teachers in other programs, specifically Mt. Toro and the School-Age Parenting Program shall not be assigned more than the number of instructional minutes required of regular classroom teachers, except that the scheduling of such time shall be at the discretion of the District.
3. Teachers assigned to R.O.P. shall be assigned a maximum of six (6) clock hours of instruction. R.O.P. teachers shall not be entitled to a preparation period. R.O.P. teachers, during the first semester of employment, may be assigned one (1) hour at full compensation for the purpose of curriculum development. Such curriculum development time shall not extend beyond one (1) semester. The regular assignment of R.O.P. instructors shall be on an equitable basis, insofar as possible and may be composed entirely of student instruction or a combination of student instruction and supervision of students at work training locations.

Full-time teachers who are assigned to R.O.P. and who have a split assignment between the regular program and the R.O.P. program shall be entitled to one (1) preparation period.

4. Half-time teachers with more than two (2) preparations shall teach three (3) classes one (1) semester and have two (2) classes and a preparation period the second semester. Those with less than three (3) preparations shall teach three (3) classes each semester.

The term "*preparation*" means specific class preparation for a particular course or instructional assignment unique to that course or assignment based on differing instructional needs such as different subject areas or disciplines, textbooks, test materials, lectures, study guides or other standards which reasonably suggest that more than two (2) preparations are required for the particular semester.

5. Full-time comprehensive schoolteachers and continuation schoolteachers may voluntarily agree to teach a sixth (6th) period schedule, subject to the following conditions.
 - a. For the 2000-2001 school year and thereafter the compensation shall be one sixth (1/6th) of the unit members' regular schedule salary. The District will develop a salary schedule that

will reflect the salary actually paid to employees who teach a sixth (6th) period.

Unit members who elect to teach a sixth (6th) period shall notify the District no later than April 15 of the previous school year. The District will assign available sixth (6th) periods to unit members who have indicated their interest by the deadlines prior to sixth (6th) periods to others. The District is not required to reduce a full-time position to part-time to create a sixth (6th) period teaching option.

- b. A California preliminary teaching credential or clear credential in the subject area.
- c. Has demonstrated proficiency in the subject area.
- d. Teachers new to the district who have previous teaching experience outside the District in the subject area will be considered if no other qualified volunteers can be found.
- e. The teacher has had a recent "proficient" or "distinguished" evaluation in overall standards. Distinguished evaluations are preferred over proficient.
- f. A majority of the teacher's assignment is in the department, unless no volunteer meets the criteria.
- g. The teacher volunteers to accept the sixth (6th) period class.
- h. The time normally spent by the teacher for the preparation period will be served on site before or after the regular school day.
- i. If more than one (1) teacher volunteers for the class and all meet the criteria above, and if all things are equal (including years of teaching the subject, training in the subject area and advanced degrees) district-wide seniority shall prevail.

D. **PROPOSAL PROCESS:**

Notwithstanding any provision of this Article, with the support of the Administration and the Federation, teachers at a site may deviate from Article VII. to propose a change in the structure of a current instructional schedule in order to further the goals of restructuring such as the establishment or dissolution of a block schedule, or increasing/decreasing the number of required teaching

periods. The following steps shall be followed to accomplish this:

1. For any proposal to be voted on by a site, it must first be signed by at least thirty percent (30%) of the Federation bargaining unit members, hereinafter referred to as "unit members," at the site and the site administration. The proposal shall be forwarded to the District Administration and the Federation Executive Board, which shall have up to ten (10) working days to attach a written analysis to the proposal. The written proposal must be distributed to the unit members at the site at least five (5) working days prior to the vote. The written proposal must include the proposal itself and the rationale behind it.
2. Any proposal must also contain a clearly delineated evaluation process, which may include the following:
 - a. Attendance/ADA reports.
 - b. Student performance.
 - c. Reduction in tardies.
 - d. Staff morale.
 - e. School climate.
 - f. Drop out rate.
3. Within ten (10) days following the response time for the Federation Executive Board and the District Administration, a formal vote by secret ballot of the unit members at the site shall be conducted by SVFT and the site administration. The ballots shall be jointly counted by the site administration and SVFT. A minimum of a sixty-seven (67%) affirmative vote is needed for passage.
4. The same proposal shall not be voted upon formally more than two (2) times in any school year.
5. The final proposal must be ratified by the Federation Executive Board and approved by the District Board of Trustees prior to implementation.
6. Any deviation from Article VII. at one (1) or more sites shall not be binding upon other sites.

The following is a sample of a base High School schedule and a Middle School schedule.

Please see appendix L