

## ARTICLE VII - HOURS OF EMPLOYMENT

### A. WORK YEAR (All Traditional Calendared Sites):

1. The work year for all unit members, 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 work year for psychologists, speech language pathologists and occupational therapists will be one hundred ninety (190) days, of which six (6) may be worked prior to or after the regular work year depending on the needs of the District.
3. The work year for all counselors shall be the same as that of all classroom teachers, except the Principal may designate up to eight (8) working days of the counselor's one hundred eighty-four (184) day work year to be served outside of the District adopted instructional calendar. Of those eight (8) work days, up to five (5) days may occur prior to the beginning of the school year (on or after July 1) and up to three (3) days may occur at the end of the school year (on or prior to June 30). On or before the last workday for the bargaining unit, counselors shall be notified of the days they are needed to work at the beginning of the following 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 compensation time (non-work days) which, with the prior approval of the site administration, may be taken on consecutive workdays.
  - a. Counselors shall be required to submit a calendar by August 31<sup>st</sup> of non-work days accumulated as a result of their summer work-day service to include at least three (3) non-work days to be taken off during the first semester. If a counselor fails to submit a calendar of non-work days by August 31<sup>st</sup>, the principal shall assign the counselor up to three (3) non-work days to be taken off during the

first semester based upon the needs of the school site. For the second semester, counselors shall be required to submit a calendar by December 15<sup>th</sup> for the balance of accumulated non-work days to be taken off. If the counselor fails to submit a calendar of the remaining non-work days accumulated the previous summer by December 15<sup>th</sup>, the principal shall assign the remaining non-work days based upon the needs of the school site.

- b. If a counselor wishes to work all one hundred eighty four (184) work days during the school year, the counselor may request, by August 31<sup>st</sup>, to be paid for the additional summer work days through an extra work agreement paid at the curriculum rate. These extra work agreements are at the discretion of the District.

B. **WORKDAY:**

- 1. The length of the workday for all full-time regular program classroom teachers, education specialists, psychologists, counselors, district nurse, 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, except as provided below:

Commencing with the 2016-2017 work year, for the 178 full instructional student days, the length of the workday for all unit members on a high school schedule shall be seven (7) hours and four (4) minutes, inclusive of a thirty (30) minute duty-free lunch. Commencing with the 2016-2017 work year, the length of the workday on collaboration Wednesdays for all bargaining unit members on a middle school schedule shall be seven (7) hours and twenty (20) minutes inclusive of a thirty (30) minute duty-free lunch.

For Mount Toro High School and El Puente High School, commencing with the 2016-2017 school year, the four additional minutes shall be added to the last period of the day for the 178 full instructional student days.

To compensate for the additional minutes added to the work day, the Certificated Employee Salary Schedules (7-12 & ROP) shall be increased by 0.925%.

In the event that the District's Supplemental/Concentration funding is eliminated or significantly reduced, the District shall have the right to eliminate the additional minutes, reduce the Certificated Employee Salary Schedules (7-12 & ROP) by 0.925%, and return to the original seven (7) hour work day at all sites, except Everett Alvarez High School. To exercise this right, the District shall give SVFT notice on or before May 15<sup>th</sup> and the work day shall revert to a seven (7) hour day for all collaboration Wednesdays the following school year.

The bell schedule for Everett Alvarez High School shall remain as currently established through the proposal process and is unaffected by this change.

- a. Lunch time supervision shall not encroach on the duty-free lunch. A reasonable time for the unit members to travel to the assigned lunchtime station shall be provided. Each minute of noon duty assignment will count, as 1.2 minutes toward the unit member's adjunct requirement.
  
- b. All unit members, except as otherwise provided, shall be present on site and performing work duties approximately ten (10) minutes before the first period and six (6) minutes after the last assigned period. Unit members performing extra contract duties may fulfill the sixteen (16) minute requirement before the first assigned class with the approval of the Principal. Unit members 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 defined work day found in Article 7, subsection B 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 unit member'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 one (1) teaching period, 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. This period shall be used for the development of lesson plans and other educational activities as relate to the improvement of instruction at the unit member's discretion.
- d. Education Specialists 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.
  - a. For the purposes of this Article, a full-time regular education teacher is defined as one who is assigned four (4) or more teaching periods or eighty percent (80%) of a full-time assignment. A full-time Education Specialist is defined as one who is assigned three (3) or more teaching periods or seventy-five percent (75%) of a full-time assignment.
  - b. Education Specialists in moderate/severe special education classrooms shall be entitled to a preparation period and a conference period each day for the purpose of preparation and conferencing.
    - 1. In situations where moderate/severe program students cannot be mainstreamed in general

education classrooms or receive instruction in another format for two periods a day to allow for a conference and a preparation period, the teacher shall receive a sixth period day contract in lieu of a preparation period.

2. All moderate/severe program teachers shall be assigned at least one period where students shall not be assigned to them in the student information system. This period shall serve as the conference period as defined in Appendix J. It is understood that students will not be assigned to the teacher during this period, but the period may be used to service students as needed for their specific program or needs of the students.
  3. When an alternate school schedule is required due to the transportation schedule or other unique needs of the classroom, the teacher may work an alternative schedule according to the defined work day found in Article 7, subsection B.
  4. If an alternative start or end time to the school day is necessary, the start and end time should be documented in writing and provided to site and district administrations and SVFT.
2. 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 adjunct duty time and/or the time needed to fulfill Sub-sections a. - f. below.
- a. Attendance at up to six (6) regularly scheduled faculty meetings (ten [10] regularly scheduled faculty meetings in Program Improvement schools) not to exceed seventy-five (75) minutes per meeting, 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.

- b. 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.
- c. On a trial basis and until June 29, 2018, up to a total of nine (9) hours may be required for adjunct duty in one (1) or more of the following activities. On Jun 30, 2018, the required total shall be ten (10) hours for paragraphs c. 1 through 4 below unless otherwise negotiated by the parties:
  - 1. Performing assigned supervision of students at times beyond the required on-site workday, not covered by District Policy 4153 (Extra Pay for Extra Work) at dances, athletic contests and field trips to the extent worked beyond the required on-site work day;
  - 2. Participation in non-extra pay co-curricular program of the school: e.g., club sponsor or class advisor;
  - 3. Ten (10) minutes lunchtime duty immediately following the period before lunch or the last ten (10) minutes of the student lunch period, for which the teacher will receive twelve (12) minutes credit towards the nine (9) hours of adjunct duty requirement.
  - 4. At the beginning of each school year a list of adjunct duty events shall be posted in a central location at each school site, accessible to all bargaining unit members. The list will be updated as necessary. It shall be the responsibility of the bargaining unit member to sign up for and complete up to nine (9) hours of adjunct duty
- d. In the fall, attendance is required at no more than one (1) Back-to-School Night. Back to school nights shall be scheduled within the first four full weeks of the school year. In the spring, attendance is

required at no more than one (1) Middle School/ROP Open House or one 9<sup>th</sup> grade Orientation Evening at the High Schools in the Spring. The unit members required to attend the ninth grade orientation shall be given two (2) hours of adjunct duty credit. If the evening ninth grade orientation at a given school site is not attended by at least ten percent (10%) of the parents of the incoming ninth graders in two consecutive years and if the principal decides to continue the ninth grade orientation, unit member attendance shall be voluntary. A unit member who voluntarily attends shall be given two (2) hours of adjunct duty credit. Verification of the ten percent (10%) minimum parent attendance requirement shall be conducted jointly by two site administrators and two site Federation representatives.

- e. 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.
  - f. Participation on up to two (2) school or District committee(s).
3. The length of workday and assignment to duties listed above for unit members in part-time assignments shall be on a proportionate relationship to the workday and duties for full-time classroom teachers, except that unit members in part-time assignments shall attend all faculty meetings, departmental meetings, Back-to-School Night, Open House and participate in parent conferences.
4. A unit member who is assigned to teach less than four (4) classes per day is not entitled to a preparation and/or conference period. Education Specialists 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
  - 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.
  - d. Any additional cost of the program will come from the school's formula funds.
  - e. 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.
  - f. The length of the teacher workday will not increase.
  - g. 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 of Alternative Education programs 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 1/6<sup>th</sup> of their per diem rate 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.

- a. R.O.P. teachers shall be given an extra work agreement (or adjunct duty credit) for thirty (30) minutes per class per quarter to enter grades into the R.O.P. mandated student information system (i.e., ASAP) for so long as the data entry is mandated.
- b. R.O.P. teachers, who do not have aide support, shall be given an extra work agreement (or adjunct duty credit) for five (5) minutes per class per quarter to enter daily attendance data into the R.O.P. mandated student information system (i.e., ASAP) for so long as the data entry is mandated.

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 alternative education teachers may voluntarily agree to teach a sixth (6<sup>th</sup>) period schedule, paid as a stipend

compensated at 1/6<sup>th</sup> of their daily per diem rate, subject to the following conditions:

- a. Unit members who elect to teach a sixth (6<sup>th</sup>) period shall notify the District no later than April 15 of the previous school year. The District will assign available sixth (6<sup>th</sup>) periods to unit members who have indicated their interest by the deadlines prior to sixth (6<sup>th</sup>) periods to others. The District is not required to reduce a full-time position to part-time to create a sixth (6<sup>th</sup>) 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 (6<sup>th</sup>) 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.
6. In order to score and input each District-wide assessment in English Language Arts, English Language Development, Mathematics, Science, and History/Social

Science, teachers shall be given up to two (2) release days per assessment. Training for the scoring, calibration and data analysis of District-wide assessments shall be provided.

D. **APPLICATION OF ADDITIONAL MINUTES:**

1. Wednesday Collaboration at High Schools
  - a. In the Salinas Union High School District, collaboration at affected high school sites will happen on twenty-eight (28) Wednesdays for 55 minutes, according to the adopted schedule for each site. Collaboration would not be held on the first Wednesday of the year, during last weeks of each semester and the Wednesday preceding Spring Break, and during mandated testing weeks.
  - b. Except as agreed in the Article, collaboration time shall include activities as listed in Appendix M - Wednesday Collaboration as well as professional development, coaching and planning for intervention activities, as determined by the PLC teams.
2. At the Middle Schools, the additional minutes shall be added to existing collaboration days, making collaboration eighty minutes.

E. **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 twenty (20) 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