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ARTICLE IV. WORKLOAD AND HOURS

The Parties acknowledge the professional status of certificated work. The purpose of this article is to establish necessary definitions and parameters influencing the achievement of the professional work.

A. Basic Work Day

Times of arrival and departure shall be set in each school by the principal with the advice of the faculty, provided that the full work day, including the thirty (30) minute duty-free lunch period, shall be seven and one half (7 1/2) consecutive hours, Individual exceptions may be approved by the immediate supervisor for a given day. The faculty of a school includes all certificated employees assigned to that site.

B. Definitions

1. **Work Day** is defined as the total time that the unit member is required to be on the work site.
2. **Instructional Time** is defined as the time during the workday when students are present at school for instruction.
3. **Release Time** is defined as time during the instructional day when the classroom teacher is not responsible for a classroom of students.
4. **Preparation Time** is defined as that portion of the workday when the classroom teacher is not responsible for a classroom of students and is set aside for preparing for class and other professional responsibilities.

C. Part-Time Work Day.

The immediate supervisor, in consultation with the teachers who work less than full time, shall set appropriate arrival and departure times.

D. Preparation/Release Time.

1. Kindergarten and transitional kindergarten teachers, before or after teaching their own classes, shall provide and shall receive, in consultation with the affected faculty, up to an additional one hundred eighty (180) minutes of classroom assistance per 5 instructional days. The TK/K teacher shall, in consultation with each other, determine among themselves how to maximize classroom assistance for each other. In addition, TK/K teachers shall receive sixty (60) minutes per five (5) instructional days for preparation time. The remainder of the work day shall include other duties related to the educational programs and supervisory responsibilities assigned by the immediate supervisor.
2. Elementary classroom teachers shall, during that portion of the work day that classes are not in session, be provided with an average of one hundred and twenty (120) minutes per five (5) instructional days for use by the teacher for any educational purpose.
3. Each primary (grades 1-3) classroom teacher shall be released during the instructional day one hundred and twenty (120) minutes per 5 instructional days for use by the teacher for any educational purpose..
4. Teachers in grades 4, 5 and 6 or any combination of 4/5 or 5/6 (at elementary school sites) shall be released during the instructional day one hundred and fifty (150) minutes per five instructional days for use by the teacher for any educational purpose.

5. Those elementary teachers with combination grades shall be released during the instructional day at the rate established above of the higher grade level of the combination.
6. Those elementary teachers who teach combination classes shall be excluded from supervisory duties within the workday provided that the majority of the faculty votes in favor of the exclusion. The principal shall initiate a secret ballot voting process during the first week of school. The votes will be counted in the presence of a PVFT representative.
7. Preparation/Release Time for Middle and High School
 - a. Classroom teachers in senior/middle/junior high school shall be provided with one daily preparation period equal in length to one instructional period. Part time employees who are employed for three (3) periods or less, receive no preparation period. Part time employees who teach four (4) periods or more, receive a preparation period. Middle School/Junior High teachers serving as Athletic Director shall receive one (1) additional preparation period as defined above during the semester(s) serving as Athletic Director.
 - b. In the case of a proposed senior/middle/junior high school schedule change, a 2/3 majority of the voting classroom teachers at the site may recommend modification of the schedule and modification of the preparation period provisions of this section of the Agreement. The vote will be by secret ballot. The recommendation will then be sent to the District and PVFT for negotiations. Part time teachers will vote proportionally, consistent with their teaching day.
 - c. Exceptions may occur on days with special scheduling. On these days, the principal, with the advice of the teachers, shall arrange a schedule that considers any loss of preparation time on a reasonable and equitable basis. This section applies to all elementary school unit members as well.
 - d. Optional Teaching Schedule: Upon request from a site administrator, secondary teachers on a traditional schedule *may agree*, on an as-needed basis, to teach six (6) periods the first semester and four (4) periods the second semester with two (2) preparation periods the second semester. Preparation periods shall be consecutive unless the site administrator and the employee mutually agree otherwise. When more than one (1) teacher from a department volunteers, seniority shall prevail.
8. During their preparation periods, teachers may be required to substitute for another teacher or perform occasional supervisory duties when student safety is of primary concern. Such substituting shall be assigned on a reasonable and equitable basis consistent with the general guidelines below.
 - a. Creation of lists.
 - i. Volunteer list. At the beginning of each school year, the site administrator shall ask all certificated staff at the site if they wish to be called to substitute during their preparation period and shall develop a list of volunteer certificated employees.
 - ii. Rotational List of Certificated Employees at Site. At the beginning of each school year, the site administrator will develop a list of all available certificated employees at the site who will be assigned substitution duties on a rotational basis.
 - b. Assignment Process.
 - i. The site administrator shall first assign an available substitute teacher who is on site to teach the class.
 - ii. If no substitute is available, the site administrator shall call for volunteers.
 - iii. If there are no volunteers, the site administrator shall contact certificated employees in the rotational order, based on the list referred to in the paragraph above (5, a, ii).
 - iv. A daily record of certificated staff who substituted will be maintained and made available for review.

~~[c. Compensation moved to Article VII Section I]~~

9. Certificated Staff shall be provided one hundred twenty (120) minutes on weekly district-wide early dismissal days for fulfilling professional responsibilities. ~~Principals, in consultation with staff, shall determine the purpose and outcomes of the early release days. Each site will determine how such consultation will occur. The consultation plan will be available for review. Sites shall determine the purpose and outcomes of this time via the administration in consultation with staff.~~
10. Report cards and progress reports will be due no earlier than four (4) working days after the end of the grading period. Teachers shall not be paid additional compensation for this period of time.
11. A unit member assigned to an elementary site who is regularly scheduled to work during their preparation time within the instructional day shall be given a 1.1 FTE contract.
12. A unit member assigned to a secondary site who is regularly scheduled to work during their preparation period shall be given a 1.2 FTE contract.

E. School Service Duties

1. The principal, in consultation with the teachers, shall determine the number and types of supervisory duties or equitable methods of assignment of these duties, the number and types of duties to be performed outside of the Basic Work Day, which might include one "back to school night," one open house, school and district committee meetings, in-service sessions, supervision of student activities and other school activities or events. All teachers assigned to a school shall share duties equally unless they can show legal or practical reasons that prevent them from doing so. A list of all supervisory duties shall be made available to teachers and revised as necessary throughout the year.
If in-service sessions extend beyond the Basic Work Day, attendance shall be on a voluntary basis. Meetings for the purposes of school improvement plans and curriculum planning shall be governed under these provisions.
2. Whenever possible, teacher volunteers shall be used to perform duties outside of the Basic Work Day, provided that, should the principal, with the advice of the faculty, determine that assignments are necessary. Every reasonable effort shall be made to equalize service duty time, and duty time volunteered shall be considered in determining equivalent service duty time.
3. Teachers shall not be required to perform services without pay on non-contract days.

F. Faculty Meetings shall be scheduled on a reasonable basis, not to exceed an average of two hours per month. A majority of the faculty may vote to extend the time on a per-meeting basis. ~~Ten (10) minutes in each faculty meeting will be made available to the PVFT Building Representatives to conduct PVFT business.~~

G. PVFT Meeting. ~~In months in which a meeting is held where the majority of the staff is present, PVFT will get ten (10) minutes per month during one meeting.~~

GH. Alternate Work Year. For those employees listed below who are required to work additional days beyond the regular work year, the additional days are to be considered part of their contract and shall be so reported and paid to the STRS system.

1. Academic Counselors, Career Counselors and Guidance Resource Teachers.
The work year for the Academic Counselors, Athletic Directors, and Activity Directors at the High School level will be fifteen (15) days more than the regular work year. The work year for the Academic Counselors at the Middle/Junior High School level will be twelve (12) days more than

the regular work year. The work year for Career Counselors will be an additional twelve (12) days. The employee shall be paid his/her per diem for work days required beyond the normal work year. The work year for the Guidance Resource Teachers at the High School level will be fifteen (15) days more than the regular work year.

The work year for the Guidance Resource Teachers at the Middle/Junior High School level will be twelve (12) days more than the regular work year.

The District-directed in-service work day for counselors shall be determined no later than May 31st of the previous school year and shall be within their work calendar.

2. Psychologists' Work Year.

Psychologists' work year shall be twelve (12) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.

3. Speech and Language Pathologists' (SLP) Work Year

SLPs' work year shall be twelve (12) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.

4. Program Specialist.

The work year for the position of Program Specialist shall be twelve (12) days more than the regular work year. The additional days beyond the teachers' work year shall be scheduled with the appropriate administrator. All extra days shall be paid on a per diem basis.

5. President of the Pajaro Valley Federation of Teachers

The work year for the President of PVFT shall be twelve (12) days more than the regular work year for his/her position provided that PVFT agrees to reimburse the District for the full cost of these extra days. Six (6) of these additional days will be scheduled before the start of the regular school year and six (6) will be scheduled after the end of the regular school year. Extra days shall be paid on a per diem basis.