

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, and shall be scheduled in blocks no fewer than thirty (30) minutes during weeks with five (5) instructional days. Time in which a teacher is transitioning from one class to another shall not count as Release Time.
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. Elementary
 - a. Transitional Kindergarten teachers:
 - i. Half day program: 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.
 - ii. Full day program: TK teachers shall be released during the instructional day one hundred fifty (150) minutes per five (5) instructional days.
 - b. Kindergarten teachers:
 - i. Half day program: Kinder teachers shall receive sixty (60) minutes per five (5) instructional days for preparation time. Kinder teachers shall receive one hundred fifty (150) minutes of classroom assistance per five (5) instructional days. The remainder of the work day shall include other

duties related to the educational programs and supervisory responsibilities assigned by the immediate supervisor.

- ii. Full day program: Teachers shall receive seventy five (75) minutes of classroom assistance per instructional day from a certificated staff member or an instructional aide. In addition, full day kinder teachers shall be released during the instructional day one hundred fifty (150) minutes per five (5) instructional days.
- c. 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.
- d. 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.
- e. 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.
- f. 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.~~ **one hundred and fifty (150) minutes per five instructional days for use by the teacher for any educational purpose.**
- g. **Elementary teachers with combination grades shall receive seventy five (75) minutes of classroom assistance per instructional day from an instructional aide. The time that this assistance is provided will be determined in consultation between the teacher and principal.**
 - i. This decision regarding the time of day that the assistance will be provided will be informed by the number of combination classes at the site and the daily work schedule of the instructional aide(s) providing assistance.
 - ii. If the instructional aid(s) providing assistance is absent or unavailable to assist in the classroom, reasonable efforts will be made to provide the affected teacher with the allocated minutes. If the assistance cannot be provided for more than three consecutive school days, the lost assistance time will not be recouped. The principal will meet with the affected teacher and a union rep to provide an update when assistance will be resumed.
 - iii. If assistance cannot be provided for more than three consecutive days, the site will convene an Advisory Committee composed of a site administrator and two teachers selected by the staff, and one site Special Education representative, to consider and assess the options for resolving the problem. The advisory committee will meet within two (2) working days following the third consecutive day without classroom assistance. The affected teacher will be informed of the specific efforts being made to correct the concern and the day by which the correction or resolution is to be made.
- h. Those elementary teachers who teach combination classes shall be excluded from school service duties within and outside the basic workday with the exception of Back to School Night and Open House.

- i. In determining the number of classes assigned to teachers who provide release, the number of classes assigned to a teacher shall be done on an equitable basis. The remainder of the work day shall include other duties related to the educational programs, within the scope of the unit members' assignment and supervisory responsibilities assigned by the immediate supervisor.
 - i. Before a single subject teacher is assigned to more than one site the affected teacher shall meet with their supervisor to review their assignment. Every attempt shall be made to ensure the two sites have similar contract hours.
 - ii. **Teachers providing release time at more than one school site will be required to attend the first district SBC day of the school year. In addition, teachers will be provided with two optional in person workdays paid at their per diem rate that they can utilize on any non-instructional day to support setting up their additional work space. This time may be divided into half day increments. The workday(s) shall be at a mutually agreed upon time when an administrator or custodian is on site.**
 - iii. **For teachers providing release time at more than one site, every attempt will be made to keep their classes in consecutive grade spans.**
 - j. Within the first month of the instructional school year, principals, in consultation with teachers, shall create a release time schedule that takes into consideration all anticipated weeks including those with fewer than five (5) instructional days and parent-teacher conference week.
 - i. Exceptions may occur on days with special scheduling and/or emergency closures. 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.
- 2. 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. The Athletic Director shall not be required to sub during their additional Athletic Director during their additional Athletic Director preparation period and shall not be regularly scheduled to work during this time. Middle school/Junior high teachers serving as Activities Director shall not be required to sub during their preparation period.
 - b. In comprehensive Middle/Jr. High and High Schools every attempt shall be made to limit the number of different courses taught for General Education teachers to three (3). Before a teacher is assigned more than three (3) courses, the affected teacher will meet with the principal and the department chair, if available, to review the number of courses. In determining the number of courses, the following shall be excluded:
 - SDAIE
 - Teacher Assistant
 - Courses taught in the same period

- c. 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.
 - d. Exceptions to preparation time may occur on days with special scheduling and/or school closures. 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.
 - e. 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.
- 3. 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. Every attempt shall be made to limit teachers substituting during their prep to no more than two (2) prep periods per calendar month for elementary sites and secondary sites on block schedule and four (4) prep periods per calendar month for secondary sites on a traditional schedule. Such substituting shall be assigned on a reasonable and equitable basis consistent with the general guidelines below. (See Article X for Special Education Teachers)
 - 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.
 - iii. **The volunteer and rotational lists shall be made available for review within the first thirty calendar days of the school year.**
 - 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 (8, a, ii).
 - iv. A daily record of certificated staff who substituted will be maintained and made available for review.
- 4. 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. In addition, six (6) of the early release Fridays shall be free of any site/district

mandated meetings. This does not include IEP meetings. Each site will determine how such consultation will occur. The consultation plan will be available for review.

5. **Every attempt shall be made to update student grades every two (2) weeks to provide fair and accurate grading information.** Report cards and progress reports will be due no earlier than four (4) working days after the end of the grading period. Semester grades will be due no earlier than four (4) weekdays in which the District Office is open after the end of each semester. Teachers shall not be paid additional compensation for this period of time.
6. A unit member assigned to an elementary site who is regularly scheduled to work during their ~~preparation time~~ release time shall be given a 1.1 FTE contract.
7. 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. Total service duties beyond the Basic Work Day shall not exceed four (4) hours per semester. **All teachers are expected to attend Back to School Night and Open House, and those hours do not count toward the four hours.** ~~This excludes the time for Back to School Night and Open House.~~ 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 within the first month of each semester 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.
 - a. **Teachers providing release time at more than one school site shall attend Back to School Night and Open House at both sites, for no more than sixty (60) minutes at each site. Teachers in consultation with the Principal(s) shall determine the start and end time for their attendance at open house and back to school night.**
 - b. **In addition, teachers providing release time at more than one school site will not be required to attend parent teacher conferences or complete school service duties and adjunct duties. Examples of school services duties include but are not limited to: yard duty, break supervision, bus duty, parking lot duty, etc. Examples of adjunct duties include but are not limited to: school committees, school site council, sports supervision, dance supervision, etc. Lists of duties should be developed in consultation with site administration and the site's leadership team.**
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

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.

G. PVFT Union 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.

1. Groups that predominantly work at multiple school sites, such as Counselors, Nurses, SLPs, TOSAs, Program Specialists, Psychologists, etc. shall receive ten (10) minutes of union time at the beginning of one (1) department specific meeting per month.

H. 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.
 - a. 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.
 - b. 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.
 - c. 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. Once per a school year, teachers who provide release who work with Special Day Class students may utilize one half day of School Business or SBC Day to attend a Teacher led training on meeting the instructional needs of all students they are serving. PVFT may offer a Special Education Teacher one (1) School Business Day for planning and one half day to conduct the training. The District will cover the cost of any substitutes required for this training. PVFT in consultation with the District will identify the day for this training.
3. Pajaro Valley Federation of Teachers Full Time Union Release Members
 - a. The work year for the President of PVFT shall be twelve (12) days more than the regular work year for their 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.
 - b. The work year for any unit member on one (1) FTE union release shall be six (6) days more than the regular work year for their position provided that PVFT agrees to reimburse the District for the full cost of these extra days. Three (3) of these additional days will be scheduled before the start of the regular school year

and three (3) will be scheduled after the end of the regular school year. Extra days shall be paid on a per diem basis.