

## ARTICLE VII - HOURS OF EMPLOYMENT

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

1. The work year for all bargaining 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 bargaining unit members will be one hundred eighty-six (186) working days.
  - a. All District-wide directed professional development during non-instructional workdays for all bargaining unit members shall be reviewed by the District Professional Development Committee (DPDC) and recommendations from the DPDC shall be considered by the District as set forth in Appendix R of this agreement.
  - b. High school athletic director bargaining unit members shall be compensated for ten (10) summer workdays at their per diem rate of pay
2. The work year for psychologists, speech language pathologists, social workers, and nurses will be one hundred ninety (190) days, of which six (6) days may be worked outside of the work year depending on the needs of the District. By the last contract day of the current school year, these bargaining unit members shall be required to submit a calendar designating when each of the six (6) days will be worked, which will be subject to administrative approval.
  - a. School social worker and counselor bargaining unit members shall be authorized to complete any administratively approved crisis response work outside of the workday at their hourly per diem rate of pay.
3. The work year for all counselors shall be the same as that of all bargaining unit members, except the Principal shall 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-workdays by August 31<sup>st</sup>, the principal shall assign the counselor up to three (3) non-workdays 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-workdays to be taken off. If the counselor fails to submit a calendar of the remaining non-workdays accumulated the previous summer by December 15<sup>th</sup>, the principal shall assign the remaining non-workdays 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 via their immediate supervisor, 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.
4. The work year for the Education Specialists shall be the same as that of all full-time bargaining unit members, except that the principal shall designate up to six (6) working days of an Educational Specialists' one hundred eighty four (184) day work year to be served outside of the District-adopted instructional calendar. The purpose of these workdays shall include, but not be limited to, reviewing student schedules to ensure IEP compliance, ensuring general education teacher notification of IEP goals and accommodations, and ensuring that IEP at-a glance documentation is complete and accurate. On or before the last workday for the bargaining unit, Education Specialists shall be notified of the days they are needed to work at the beginning and/or end of the following school year. The principal shall seek the advice of the Education Specialists as to the number of workdays needed and the scheduling of those days. Education Specialists assigned to these alternative workdays shall be given equivalent compensation time (non-workdays) which, with the prior approval of the site administration, may be taken on consecutive workdays.
    - a. If an Educational Specialist wishes to work all one hundred eighty-four (184) workdays during the school year, the Education Specialist may request via their immediate supervisor, by August 31, to be paid for the additional summer workdays 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 bargaining unit members (excluding SAS) shall be seven (7) hours per day inclusive of a thirty 30-minute 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 bargaining 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. 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 (4) 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 (712 & ROP) shall be increased by 0.925%.

2. 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 bargaining unit members to travel to the assigned lunchtime station shall be provided. Each minute of noon duty assignment will count as 1.5 minutes toward the bargaining unit member's adjunct requirement.
- b. All bargaining 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. Bargaining unit members performing extra contract duties may fulfill the approximate sixteen (16) minute requirement before the first assigned class with the approval of the Principal. Bargaining 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

bargaining unit member's duties require their 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 related to the improvement of instruction at the bargaining unit member's discretion, except that at the comprehensive high schools (does not apply to alternative education programs/sites and middle school sites), two (2) preparation periods per year may be designated by site administration for meetings, Professional Development, or other necessary training with a minimum of four (4) weeks prior notice. For schools with a block schedule, one-half (1/2) of a preparation period that falls on a block day counts as one (1) preparation period for the purpose of this paragraph. Bargaining unit members shall remain on campus during preparation/conference period(s), unless authorization is granted in advance by the principal or a predetermined designee. Authorization to leave campus shall not be denied without reasonable justification when the reason for the request falls within the purpose(s) of a preparation period.
- 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 agreement.
- e. For the purposes of assignment of a preparation period under subparagraphs c. and d. above, a full-time general education teacher is defined as one who is assigned four (4) or more teaching periods or eighty percent (80%) of a full-time assignment and class sections that have pupils who are enrolled on a daily basis. 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.
- f. Education Specialists assigned to grades 7-12 moderate/severe special education classrooms shall be entitled to a daily preparation period, or equivalent, at schools with a block/alternative schedule, and a conference period each day for the purpose of preparation and conferencing. Education Specialists assigned to the adult transitions program shall be entitled to a daily preparation period and two

(2) scheduled days released from the classroom and classroom teaching duties each calendar month to carry out conference period duties found in Appendix J of this Agreement. The scheduling of the conference release days shall be at the discretion of the administration and work shall be performed on-site, dependent on space availability, and/or at student work site locations, unless otherwise approved. Scheduled time off shall be covered by certificated itinerant or certificated substitute bargaining unit members.

Education Specialists assigned to the therapeutic intervention program shall receive an extra period contract in lieu of a preparation period

1. In situations where moderate/severe program students in grades 7-12 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 bargaining unit member shall receive an extra period day contract in lieu of a preparation period.
  2. All moderate/severe program teachers in grades 7-12 shall be assigned one period when 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 bargaining unit member 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 bargaining unit member may work an alternative schedule according to the defined workday 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.
- g. Bargaining unit members in general education assignments in grades 7-12 shall generally not be assigned more than two (2) preparations unless the bargaining unit member agrees. Bargaining unit members may be assigned more than two (2) preparations when the needs of the students require offering the class and other appropriately credentialed bargaining unit members are not available.
1. Examples may include, but are not limited to, foreign language, music, AG, career technical education, and singleton electives.
  2. Bargaining unit members assigned more than two (2) preparations may request a conference with the principal or designee to review the reasons for the assignment. The bargaining unit member may request the presence of a representative from the Federation. Such conferences shall be scheduled

insofar as possible not to interfere with the instructional program of the school. All probationary, temporary, and intern bargaining unit members shall be represented in absentia by the Federation whenever non-permanent unit members are assigned more than two (2) preparations. At the conference, the principal or designee and the participants shall review with the bargaining unit member possible solutions which may include, but not be limited to, the following:

- a. Reasons for the additional preparation(s)
  - b. Anticipated duration of the additional preparation(s)
  - c. Possible bargaining unit member assignments/reassignment to relieve the excess preparation(s)
  - d. Possible redistribution of classes within the department
  - e. Constraints prohibiting an immediate remedy to the excess preparation(s)
  - f. Hiring of bargaining unit members for existing vacancies
3. A “preparation” shall be defined as a course with a single or common scope and sequence, curriculum, and assessment. Courses taught in a blended format (i.e. English 9 and English 9 TR) shall count as a single preparation.
  4. Any challenge to an assignment of more than two (2) preparations must be received by Assistant Superintendent of Human Resources by the 15<sup>th</sup> day of instruction following the assignment of a third (3<sup>rd</sup>) preparation, or more, to the bargaining unit member.
  5. On or before the last work day of each school year, all bargaining unit members shall be informed, in writing, their tentative teaching assignments for the following work year.
- h. **CO-TEACHING:** The District shall seek volunteers for co-teaching between February 15 and April 30th of the school year prior to the co-teaching year of assignment at each school site. Should there not be enough volunteers, the District shall have the right to assign appropriately credentialed staff to co-teaching assignments to meet the identified needs of the students.
    1. Bargaining unit members who are informed of their assignment to co-teach during the last month of summer break or thereafter, shall be entitled to the work and compensation described in Appendix C of this agreement.
    2. Bargaining unit members shall be required to perform all or part of the following duties beyond the regular workday. For those bargaining unit members 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 six (6) regularly scheduled faculty meetings 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. On the first teacher workday of the year and the teacher workday at the end of the first semester, the total meeting time for each day shall not exceed ninety (90) minutes. However, nothing shall preclude the principal and the SVFT building representatives at the site or the SVFT President from mutually agreeing to increase the meeting time on those two days.
- b. Attendance at 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. Adjunct Duty
  1. Beginning with the 2019/20 school year and continuing in future years bargaining unit members shall perform up to ten (10) hours of adjunct duty during the contracted school year. Adjunct duty is defined as the performance of assigned supervision of students beyond the required work day, not covered by District Policy 4153 (Extra Pay for Extra Work). Beginning with the 2020-2021 school year, at all sites, the site principal or their designee shall make and publish the total hours needed that will determine the number of adjunct hours required each year by that site for each bargaining unit member up to 10 hours. Calculations shall be done by adding the number of supervision hours needed for sporting events, social events, and all other school events requiring certificated staff supervision and dividing that number of hours by the number of bargaining unit members at that site. The total hours needed will be based on the previous year's total hours needed and increased or decreased due to an increase or a decrease in activities. At no time will a bargaining unit member serve more than ten (10) hours of adjunct duty in a given school year. The complete details of the total number of hours needed (up to 10 hours) shall be published and made available no later than the 4th week of the fall semester each year. School activities that qualify for adjunct duty include, but are not limited, to the following:

- i. Active Club Advisor with active constitution
    - ii. Class Advisor
    - iii. Dance Chaperone
    - iv. School Athletic Events
    - v. School Field Trips that occur beyond the workday
    - vi. Promotion/graduation and other school related events that occur beyond the workday
    - vii. Beginning or end of lunch for ten (10) minutes credited at one and one half (1.5) minutes for each minute served
    - viii. Before or after school supervision
  2. 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 ten (10) hours of adjunct duty,
  3. By the beginning of the 4<sup>th</sup> quarter of each school year, the site principal or designee shall meet with the SVFT site representative to review completion of adjunct duty requirements and assignments (made by the administration) to adjunct duty for those not on track to complete requirements.
- 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 (1) 9<sup>th</sup> grade Orientation Evening at the High Schools. The bargaining 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 (2) consecutive years and if the principal decides to continue the ninth-grade orientation, bargaining unit member attendance shall be voluntary. A bargaining 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 (2) site administrators and two (2) site Federation representatives.
- e. Attendance for up to ninety (90) minutes beyond the regular workday at parent conferences (including but not limited to IEPs, BRCs, 504s, SSTs, academic conferences, disciplinary conferences) at the request of a parent, counselor or administrator by appointment with the bargaining unit



member at times other than during the required on-site work hours. After sixty (60) minutes, bargaining unit members may excuse themselves from the meeting that day.

- f. Participation on up to two (2) school or District committee(s) may be required during accreditation years.
3. The length of workday and assignment to duties listed above for bargaining unit members in part-time assignments shall be on a proportionate relationship to the workday and duties for full-time classroom teachers, except that bargaining 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 bargaining unit member who is assigned to teach fewer 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 bargaining unit member. All materials must be provided by the school; however, the bargaining unit member will be responsible to preview the material.
  - c. No bargaining unit member 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 bargaining unit members 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, bargaining unit members 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.
2. Full-time bargaining unit members of Alternative Education programs shall not be assigned more than the number of instructional minutes required of regular bargaining unit members, except that the scheduling of such time shall be at the discretion of the District.
  3. Bargaining unit members assigned to R.O.P. shall be assigned a maximum of six (6) clock hours of instruction. Effective July 1, 2019, the R.O.P. salary schedule (Appendix B) shall be increased by 8.35%, which shall be in lieu of a preparation period. R.O.P. bargaining unit members shall not be entitled to a preparation period. R.O.P. bargaining unit members, 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. bargaining unit members 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. Commencing with the 2019-2020 school year, ROP/CTE bargaining unit members not contracted to work an Extra Period Contract but who are required to purchase consumable supplies for their courses, shall be compensated at the Certificated curricular hourly rate of pay via a pre-approved Extra Work Agreement for up to twenty-five (25) hours per semester. Mileage shall be reimbursed at the annual IRS rate.

Full-time bargaining unit members 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 bargaining unit members who are classroom teachers (including ROP, alternative education teachers, and generally excluding Education Specialists) may voluntarily agree to teach an extra period contract, paid as a stipend compensated at 1/6th of their daily per diem rate, for sections which address increased enrollment or class size issues upon mutual consent between the Assistant Superintendent of Human Resources (or designee) and the Federation President (or designee).
  - a. Bargaining unit members who elect to teach an extra period contract shall notify the District no later than April 15 of the previous school year. The District will assign available extra period contracts to bargaining unit members who have indicated their interest by the April 15 deadline prior to seeking out other bargaining unit members who wish to be assigned an extra period contract. The District is not required to reduce a full-time position to part-time to create an extra period contract. The District shall not assign an extra period contract for the next school year for any bargaining unit member prior to the last week of the current school year.
  - b. Education Specialists in moderate-severe or therapeutic intervention programs may volunteer to teach an extra period contract when the administration has determined that the needs of their students require supervision during the preparation period.
  - c. Education Specialist and general education bargaining unit member in co-teaching assignments who do not share a common preparation period may volunteer to work up to two (2) periods (X or Y period) per week paid at the per diem rate under an extra work agreement. Bargaining unit members with an extra contract shall not be eligible for additional per diem payment. This language shall not apply should a Memorandum of Understanding regarding co-teaching be in place.
  - d. The pool of bargaining unit members who may elect to accept an extra period contract shall only be:
    1. Those who have the appropriate California teaching credential for the course section being added, and
    2. Those who have had a “proficient” or better overall rating on the bargaining unit member’s most recent evaluation, with no areas indicated as “needs improvement”.
    3. Probationary bargaining unit members without a clear credential are not eligible for an extra period contract.
    4. If a bargaining unit member defined in d.1-3 above is not available, the administration may offer an extra period contract to bargaining unit

members with a preliminary credential in the appropriate subject area with mutual agreement between the District and SVFT.

5. The assignment of an extra period contract will be based upon the following criteria in order:
  - i. PLC Level:

The bargaining unit member, of the site's professional learning community (PLC) group who is responsible for teaching the course section being added and has the most seniority within the District shall have first right of refusal. In situations in which there are multiple PLC groups for the same course, all bargaining unit members of such PLC groups shall be treated as a single PLC for seniority purposes.
  - ii. Department Level:

If no unit members in subsection C.5.e.1 above are eligible or willing to accept the extra period contract, the bargaining unit member of the site's department who is responsible for teaching the course section being added and has the most seniority within the District shall have the first right of refusal.
  - iii. Site Level:

If no bargaining unit members in subsection C.5.e.2 above are eligible or willing to accept the extra period contract, the bargaining unit member of the work site who has the most seniority within the District shall have the first right of refusal.
  - iv. Tie-Breaker:

If two or more bargaining unit members are willing to accept an extra period contract in subsections C.5.e.1-3 above have the same date of hire with the District, a coin-toss conducted by the impacted bargaining unit members and supervised by the Federation and the District will determine the assignment.
- e. On the tenth (10<sup>th</sup>) day of instruction of each semester, the District shall provide the Federation with a report that includes all bargaining unit members who are teaching an extra period contract, their status (permanent, probationary, temporary or intern), their number of years of service with the District, their PLC group assignment, and whether the contract is for class size reduction or "other". Any extra period contract assigned after the tenth (10<sup>th</sup>) day of instruction of each semester shall be formally communicated to the Federation within five (5) business days of Human Resources approval of the extra period contract. Any challenge to an extra period contract must be received by the Assistant Superintendent of Human Resources by the twenty fifth (25<sup>th</sup>) day of instruction

in each semester or fifteen (15) school days after the extra period contract has been formally communicated to SVFT by the District, whichever is later.

- f. Time normally spent by the bargaining unit member for the preparation period will be served on site before or after the regular school day.
6. In order to score and input each District-wide assessment in English Language Arts, English Language Development, Mathematics, Science, and History/Social Science, bargaining unit members 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 week 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 (80) minutes.

**E. PROPOSAL PROCESS:**

Notwithstanding any provision of this Article, with the support of the Administration and the Federation, bargaining unit members 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.

2. 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.
3. The written proposal must be distributed to the unit members at the site at least five (5) working days prior to the vote.
4. The written proposal must include the proposal itself and the rationale behind it.
5. Any proposal must also contain a clearly delineated evaluation process, which may include, but it not limited to, the following:
  - a. Attendance/ADA reports.
  - b. Student performance.
  - c. Reduction in tardies.
  - d. Staff morale.
  - e. School climate.
  - f. Dropout rate.
6. 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 bargaining 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.
7. The same proposal shall not be voted upon formally more than two (2) times in any school year.
8. The final proposal must be ratified by the Federation Executive Board and approved by the District Board of Trustees prior to implementation.
9. 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.

10. All bell schedules shall be compliant with both current State law(s) and this collective bargaining agreement. Should a site not follow the Proposal Process, enumerated above, in order to comply with both State law(s) and this collective bargaining agreement, the Federation President and the Superintendent or designee shall meet and confer by March 31st each preceding work year to ensure that bell schedule(s) comply with both State law(s) and this collective bargaining agreement.