

1 **ARTICLE 23: YEAR-ROUND EDUCATION**

2 **Section 23.1 - Introduction.** The Association shall be informed of the designation of year-round school sites or
3 discontinuance thereof, including grade levels, within two (2) school days following the Board of Education
4 meeting where such designation is made.

5 In addition, if the District decides to implement YRE schools at grade levels other than K-6, it will give prompt
6 notice of such intent to the Association and will meet and negotiate regarding issues arising because of the
7 implementation at the additional grade levels. The

8 District and the Association will continue to discuss implementation of YRE programs during the term of the
9 Agreement.

10 Provisions of this Article apply to Year-Round schools only, if and when these schedules are implemented.
11 Except for these provisions, members of the unit involved in Year-Round schools will be subject to all other
12 provisions of the Agreement.

13 **Section 23.2 - Track Selection.** Unit members at a school site will have first selection of a track before any
14 transfers are considered. School Site meetings shall be held at each YRE site during which unit members shall
15 determine initial track selections among themselves based on staffing need with the approval of the site
16 administrator.

17 Individual track openings may be filled at the end of the school year by on-site unit members as the openings
18 occur.

19 If two employees at a school site determine that they wish to exchange track assignments for the following
20 school year, they may make a proposal to that effect to the site administrator prior to April 15. The
21 administrator shall respond no later than May 15. All responses shall be in writing. If disapproved, specific
22 reasons shall be provided if requested in writing by the unit member.

23 **Section 23.3 - Intersessions.** Unit members teaching four (4) or less hour intersessions will be compensated at
24 the summer school rate. Unit members teaching regular instructional day (See Article 8) intersession will
25 receive per diem rates. Unit members shall accrue one day of sick leave per intersession.

26 The District will post openings for intersession assignments if it determines such sessions will be held. No unit
27 member will be required to work longer than one hundred eighty-five (185) workdays, except as otherwise
28 provided in this Agreement. The District may provide for additional workdays for some bargaining unit
29 positions. Such positions shall be posted. Unit members who agree to work such additional days shall be
30 compensated at appropriate rate of pay for the extended work year (as mentioned above).

31 **Section 23.4 - Preparation Days.** Prior to the beginning of each school year two (2) preparation days may be
32 required. Preparation days during the school year may be scheduled at the discretion of the unit member with
33 prior approval of the site administrator.

34 For unit members who report to duty on the teacher preparation days as indicated on the school calendar, the
35 District will make every effort to provide duty-free days for the purpose of classroom preparation and scheduled

1 on-track staff meetings. On the last prep day preceding the arrival of the unit member's students, work hours
2 may be flexible to allow unit members at least three and one-half (3½) hours to work in their assigned
3 unencumbered classroom until no later than 7:30 p.m.

4 A unit member changing from the traditional school program to the Year-Round Education program shall have
5 the option of selecting any two (2) preparation days on the Year-Round Education program calendar for the
6 purpose of preparing for the beginning of the unit member work year. The unit member must receive approval
7 from the site administrator prior to working these days.

8 **Section 23.5 - Rovers.** With the approval of the site administrator, unit members may elect to use rovers.
9 Rovers shall be drawn from a pool of volunteers. Rovers will be given the option of a duty free work schedule or
10 receive a ratio of 1.02 on the salary schedule.

11 **Section 23.6 - Substitute Options.** (See Article 8, Section 13)

12 **Section 23.7 - Flexible Scheduling.** A unit member teaching an on-track assignment will be permitted to
13 exchange a maximum of ten (10) instructional days with an off-track unit member if approved by the site
14 administrator.

15 The District shall be notified by the on-track unit member ten (10) days prior to the exchange period. All
16 exchanges must be completed with one (1) fiscal year. Such arrangements shall not impact other leaves set
17 forth elsewhere in the Agreement.

18 **Section 23.8 - Working Conditions.** It is the intent of the District that only air-conditioned schools will be
19 designated as Year-Round Education program sites. The District will be responsible for providing adequate and
20 secure storage for District-supplied materials and individually owned unit member supplies approved by the site
21 administrator.

22 Adequate materials and supplies will be provided by the District for each instructional track.

23 Adequate desks, files, and related equipment will be provided by the District for each on-track unit member.

24 **Section 23.9 - Miscellaneous.** Each track may have one Open House per school year. It shall not be the regular
25 policy of the District to assign students who are off-track to the classrooms of on-track unit members, on a
26 temporary basis, for the purpose of making up instructional time.

27 Off-track unit members will not be required to attend any school functions unless they are employed under
28 separate contract, i.e., intersession meetings.

29 If the unit member agrees to complete an extra pay for extra duty assignment and is required by the District to
30 fulfill this assignment during that member's off-track time, (such as spelling bee, science fair, or other paid duty),
31 the District shall compensate the unit member at the contractual hourly extra duty assignment rate. The District
32 shall determine the appropriate number of hours to be compensated.

33 **Section 23.10 - Special Services.** In meeting instructional needs for students' special services during the Year-
34 Round Education program, unit members shall be given first consideration. Unit members who provide special
35 services and are needed to fulfill federal, state, and/or District guidelines may apply to work an extended work

1 year beyond their regular assignment at the unit member's per diem rate of pay to include anniversary steps,
2 stipends, and ratios. (See Appendix II, Section A for current work year.) Selection shall be on a voluntary basis if
3 all positions can be filled by that method. Otherwise, assignments will be made by the District.

4 Specialists, including nurses, psychologists, counselors, speech therapists, adaptive physical education teachers,
5 Curriculum Program Specialists, and resource specialists may service multiple tracks throughout the year by
6 volunteering for additional work days beyond the contractual limits. YRE unit members, working a YRE contract
7 shall be given a work schedule prior to April 15. If a unit member wishes to modify the schedule to better meet
8 the needs of students, the unit member may submit change requests to the appropriate supervisor for approval.
9 All requests for modification shall be submitted no later than May 1. The District shall notify the unit member
10 no later than May 15 of the final approved work schedule for the following year. Once the work schedule is set
11 for the year, no further changes shall be allowed.

12 No unit member will be required to work a four (4) day workweek; unless, the District has posted the position as
13 such. A four (4) day workweek may be implemented when a reduced work year is requested by the Association.
14 Unit members providing services for special needs will be assigned no more than three (3) work sites if possible.

15 **Section 23.11 - Evaluation.** Observation and evaluation procedures and schedules shall be in accordance with
16 Article 10.

17 Unit members shall have only one prime evaluator during a school year unless a change is requested by the unit
18 member, or the prime evaluator with the permission of the Superintendent or his designee.

19 **Section. 23.12 - Salary.** Unit members shall have their salary adjusted retroactively to the beginning of their
20 initial track upon submission of additional units prior to November 1.

21 Step changes will occur as per contract on July 1 for year-round. Anniversary increments will begin on July 1 for
22 year-round unit members.

23 A unit member assigned to a YRE position shall be compensated on the same base salary schedule as a unit
24 member assigned to a traditional calendar position. Advancement on the salary schedule shall be as provided in
25 Appendix IB.

26 Unit members who work at the YRE sites shall not be adversely affected by the application of the standards of
27 advancing on the salary schedule or obtaining years of service credit, as defined in Article 7 of the collective
28 bargaining agreement.

29 If a unit member transfers into or out of a YRE site and in the process changes his/her pay cycle, the District will
30 make every reasonable effort to accommodate the unit member's pay cycle to minimize interruption of regular
31 pay warrants. The District shall not be required to advance salary pay to unit members unless a bond acceptable
32 to the District is provided by the unit member. Over and under payments that occur in any fiscal year will be
33 handled as quickly and equitably as possible, but not later than the end of the school year. The beginning date
34 for seniority will be determined by first day of paid service.

35 Unit members on YRE shall receive twelve (12) pay warrants per school year.