

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

**Section 23.1-Introduction.** The Association shall be informed of the designation of year-round school sites or discontinuance thereof, including grade levels, within two (2) school days following the Board of Education meeting where such designation is made. In addition, if the District decides to implement YRE schools at grade levels other than K-6, it will give prompt notice of such intent to the Association and will meet and negotiate regarding issues arising because of the implementation at the additional grade levels. The District and the Association will continue to discuss implementation of YRE programs during the term of the Agreement. Provisions of this article apply to Year-Round schools only, if and when the schedules are implemented. Except for these provisions, members of the unit involved in Year-Round schools will be subject to all other provisions of the Agreement.

**Section 23.2-Track Selection.** Unit members at a school site will have first selection of a track before any transfers are considered. School Site meetings shall be held at each YRE site during which unit members shall determine initial track selections among themselves based on staffing needs with the approval of the site administrator. Individual track openings may be filled at the end of the school year by on-site unit members as the openings occur. If two employees at a school site determine that they wish to exchange track assignments for the following school year, they may make a proposal to that effect to the site administrator prior to April 15. The administrator shall respond no later than May 15. All responses shall be in writing. If disapproved, specific reasons shall be provided if requested in writing by the unit member.

**Section 23. 3-Intersessions.** Unit members teaching four (4) or less hour intersessions will be compensated at the Summer School rate. Unit members teaching regular instructional day (See Article 8) intersession will receive per diem rates. Unit members shall accrue one (1) day of sick leave per intersession. The District will post openings for intersession assignments if it determines such sessions will be held. No unit member will be required to work longer than one hundred eighty-five (185) workdays, except as otherwise provided in this Agreement. The District may provide for additional workdays for some bargaining unit positions. Such positions shall be posted. Unit members who agree to work such additional days shall be compensated at the appropriate rate of pay for the extended work year (as mentioned above).

**Section 23.4-Preparation Days.** Prior to the beginning of each school year two (2) preparation days may be required. Preparation days during the school year may be scheduled at the discretion of the unit member with prior approval of the site administrator. For unit members who report to duty on the teacher preparation days as indicated on the school calendar, the District will make every effort to provide duty-free days for the purpose of classroom preparation and scheduled on-track staff meetings. On the last prep day preceding the arrival of the unit member's students, work hours may be flexible to allow unit members at least three and one-half (3½) hours to work in their assigned unencumbered classroom until no later than 7:30 p.m. A unit member changing from the traditional school program to the Year-Round Education program shall have the option of selecting any two (2) preparation days on the Year-Round Education program calendar for the purpose of preparing for the beginning of the unit member's

work year. The unit member must receive approval from the site administrator prior to working these days.

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

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

**Section 23.7-Flexible Scheduling.** A unit member teaching an on-track assignment will be permitted to exchange a maximum of ten (10) instructional days with an off-track unit member if approved by the site administrator. The District shall be notified by the on-track unit member ten (10) days prior to the exchange period. All such exchanges must be completed within one (1) fiscal year. Such arrangements shall not impact other leaves set forth elsewhere in the Agreement.

**Section 23.8-Working Conditions.** It is the intent of the District that only air-conditioned schools will be designated as Year-Round Education program sites. The District will be responsible for providing adequate and secure storage for District-supplied materials and individually-owned unit member supplies approved by the site administrator. Adequate materials and supplies will be provided by the District for each instructional track. Adequate desks, files, and related equipment will be provided by the District for each on-track unit member.

**Section 23.9-Miscellaneous.** Each track may have one (1) Open House per school year. It shall not be the regular policy of the District to assign students who are off-track to the classrooms of on-track unit members, on a temporary basis, for the purpose of making up instructional time. Off-track unit members will not be required to attend any school functions unless they are employed under separate contract, i.e., intersession meetings. If the unit member agrees to complete an extra pay for extra duty assignment and is required by the District to fulfill this assignment during that member's off-track time, (such as spelling bee, science fair, or other paid duty), the District shall compensate the unit member at the contractual hourly extra duty assignment rate. The District shall determine the appropriate number of hours to be compensated.

**Section 23.10-Special Services.** In meeting instructional needs for students' special services during the Year-Round Education program, unit members shall be given first consideration. Unit members who provide special services and are needed to fulfill Federal, State, and/or District guidelines may apply to work an extended work year beyond their regular assignment at the unit member's per diem rate of pay to include anniversary steps, stipends, and ratios. (See Appendix II, Section A for current work year.) Selection shall be on a voluntary basis if all positions can be filled by that method. Otherwise, assignments will be made by the District. Specialists, including nurses, psychologists, counselors, speech therapists, adaptive physical education teachers, Curriculum Program Specialists, and resource specialists may service multiple tracks throughout the year by volunteering for additional work days beyond the

contractual limits. YRE unit members, working a YRE contract, shall be given a work schedule prior to April 15. If a unit member wishes to modify the schedule to better meet the needs of students, the unit member may submit change requests to the appropriate supervisor for approval. All requests for modification shall be submitted no later than May 1. The District shall notify the unit member no later than May 15 of the final approved work schedule for the following year. Once the work schedule is set for the year, no further changes shall be allowed. No unit member will be required to work a four (4) day workweek; unless, the District has posted the position as such. A four (4) day workweek may be implemented when a reduced work year is requested by the Association. Unit members providing services for special needs will be assigned no more than three (3) work sites if possible.

**Section 23.11-Evaluation.** Observation and evaluation procedures and schedules shall be in accordance with Article 10. Unit members shall have only one prime evaluator during a school year unless a change is requested by the unit member, or the prime evaluator with the permission of the Superintendent or their designee.

**Section 23.12-Salary.** Unit members shall have their salary adjusted retroactively to the beginning of their initial track upon submission of additional units prior to November 1. Step changes will occur as per contract on July 1 for year-round. Anniversary increments will begin on July 1 for year-round unit members. A unit member assigned to a YRE position shall be compensated on the same base salary schedule as a unit member assigned to a traditional calendar position. Advancement on the salary schedule shall be as provided in Appendix I Section B. Unit members who work at YRE sites shall not be adversely affected by the application of the standards of advancing on the salary schedule or obtaining years of service credit, as defined in Article 7 of the Collective Bargaining Agreement. If a unit member transfers into or out of a YRE site and in the process changes their pay cycle, the District will make every reasonable effort to accommodate the unit member's pay cycle to minimize interruption of regular pay warrants. The District shall not be required to advance salary pay to unit members unless a bond acceptable to the District is provided by the unit member. Over and under payments that occur in any fiscal year will be handled as quickly and equitably as possible, but not later than the end of the school year. The beginning date for seniority will be determined by the first day of paid service. Unit members on YRE shall receive twelve (12) pay warrants per school year.