

ARTICLE 9
EMPLOYEE WORK YEAR

9.1 The work year shall be as follows:

9.1.1 Returning Unit Members: The work year for bargaining unit members returning to the District shall be 184 days, one (1) which shall be a non-teaching day and three (3) which shall be mandatory Staff Development Buy Back Days as described in Section 9.3 below.

9.1.2 New Unit Members: The work year for bargaining unit members new-to-the-District shall be one hundred and eighty seven (187) days, four (4) which shall be non-teaching days and three (3) which shall be mandatory Staff Development Buy Back Days as described in Section 9.3 below. These three (3) additional new teacher work days shall be paid at their per diem rate of pay. When computing per diem rates of pay for unit members who are new-to-the-District, a divisor of one hundred and eighty-four (184) shall be utilized.

9.1.3 Psychologists, social workers ~~and~~ counselors, and teachers on special assignment basic work year shall not exceed the teacher work year by more than ten (10) days. These ten (10) days shall be scheduled by mutual agreement between the bargaining unit member and their immediate supervisor.

9.1.4 Returning bargaining unit members shall report to work as provided in the calendar. Unit members who are new-to-the-District shall report three (3) prior to returning unit members on days agreed to by the Parties and which shall be reflected on the adopted school calendar.

9.1.5 The last day before winter recess and the last day of the school year shall be minimum days. On such days, the work day of unit members shall be equal to the student instructional day. Those members with previously assigned student supervision duty shall complete duties before leaving campus, not to exceed fifteen (15) minutes.

9.2 Process for Bargaining the School Calendar

9.2.1 It is the intent of the Parties to the Agreement that the process below is intended to keep the Parties planning the school calendar two (2) years in advance. Each year the Parties shall meet and bargain the school calendar under the following language:

A. Priorities for the School Calendar: No later than November of each work year the Association and District bargaining teams shall have met with their respective constituents to determine their priorities for the school calendar.

B. Designating Members, Developing A Preferred Option and Establishing a Timeline: No later than December of each work year each bargaining team shall: meet and designate their members to serve on the Calendar Committee; develop preferred options to be incorporated in the school calendar; and establish a timeline for the Calendar Committee to complete its work.

- C. Membership of the Calendar Committee: The Calendar Committee shall consist of three (3) AEA bargaining team members, three (3) AUSD bargaining team members and two (2) CSEA representatives to be designated by CSEA.
- D. Developing A Preferred Calendar Option: No later than January of each work year the Calendar Committee shall meet and develop a calendar option for the Association and District bargaining teams to consider. The Calendar Committee shall consult with their colleagues in developing the calendar option for the bargaining teams to consider.

9.2.2 Designation of the Official School Calendar:

- A. If the Association and District bargaining teams accept the Calendar Committee's recommendation, the bargaining teams shall forward the calendar to the AEA membership and AUSD Board of Education for ratification.
- B. If the Association and District bargaining teams do not accept the Calendar Committee's recommendation, the bargaining teams may request the Calendar Committee to reconvene, or the bargaining teams may together undertake to develop a single calendar option to move to the AEA membership and Board of Education for ratification.

9.3 Staff Development Buy Back Days

- 9.3.1 Effective July 1, 2002, there shall be three (3) mandatory Staff Development Buy Back Days added to the bargaining unit work year calendar. Placement of the staff development days on the school calendar shall be agreed to by the Parties as per Section 9.2 immediately above. The Parties shall strive to place staff development days in a manner designed to insure maximum opportunities for staff participation. These mandatory days replace the existing staff development days of preceding years.
- 9.3.2 Workday for Staff Development Days: The workday for staff development for unit members shall be seven (7) hours.
- 9.3.3 Discretionary Personal Necessity leave, Section 18.7.2 of this Agreement, shall not be available on Staff Development Buy Back Days.
- 9.3.4 The Parties agree that should the state funded program for these Staff Development Buy Back Days be reduced below the current funding level or eliminated, the one and one-half percent (1.5%) added to all certificated salary schedules and the three (3) days added to the bargaining unit work year shall be equivalently reduced or eliminated accordingly.
- 9.3.5 The content of Staff Development Buy Back Days shall be developed as follows:
 - A. It is the intent of the Parties to this Agreement that staff development training opportunities be site-specific and delivered at each school site. If, however, there are professional development issues which would best be delivered at the District level, then the Association and District shall plan accordingly.

- B. Site Staff Development Buy Back Days: The teaching staff and the administration at each site shall determine the content of the site staff development days. The District shall provide guidance and assistance, if requested.

- C. District Staff Development Buy Back Days: The District shall solicit input from bargaining unit members regarding the content of district-wide staff development days. As appropriate, a committee may be formed in order to facilitate in-services and logistics associated with district-wide staff development.

- D. Planning for staff development training at both the site and District levels shall include discussion of staff development opportunities for unit members in specialized programs, e.g., school psychologists, librarians, counselors, speech therapists and elementary preparation teachers.

9.4 Teacher on Special Assignment

- 9.4.1 Open positions for a Teacher on Special Assignment shall be posted in the District.

- 9.4.2 Effective July 1, 2002, a bargaining unit member shall have the choice to return to the teaching position s/he vacated when accepting a position as a Teacher on Special Assignment for up to one (1) school year. If, however, extenuating circumstances exist which make return to the vacated position problematic the Parties to this Agreement shall meet and discuss the situation.

- 9.4.3 A Teacher on Special Assignment may not fulfill the role of a supervisory employee, meaning having the authority to evaluate, hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.