

**Sweetwater Union High School District  
Proposal to  
Sweetwater Education Association/CTA/NEA**

**July 19, 2013**

**ARTICLE 6**

**CALENDARS & WORK YEAR  
(~~Traditional~~ Core and Alternative)**

**School Calendars:**

- 6.1 The school calendar shall be consistent with all other provisions of the Agreement.
- 6.2 The District shall negotiate the work year of bargaining unit members prior to adoption of the school calendar.
- 6.3 The District and the Association shall negotiate school calendars during the term of this Agreement.
- 6.4 The parties agree to meet to begin negotiating the work year no later than December 1 of each year.
- 6.5 Work Year:

For the ~~2012-2013~~ school year only, the SEA unit member work year shall be reduced to one hundred and eighty one (181) days under the following circumstances:

There shall be three (3) furlough days; two (2) instructional days before November 6 selected by mutual agreement, one (1) non-instructional day on January 14, 2013. Parties shall meet prior to August 31, 2012 to determine these changes to the existing calendar.

If the funded base revenue limit exceeds five thousand nine hundred and ninety eight dollars and ten cents (\$5,998.10) then a furlough day shall be restored for each thirty five dollars (\$35) received above five thousand nine hundred and ninety eight dollars and ten cents (\$5,998.10), up to a maximum of two (2) furlough days. For example, if the funded base revenue limit is six thousand and thirty three dollars and ten cents (\$6,033.10), then one (1) furlough day shall be restored.  $(\$5,998.10 + \$35.00 = \$6,033.10)$

If K-12 education funding for 2012-2013 remains dependent upon the passage of the Schools and Local Public Safety Protection Act of 2012 to the extent proposed in the Governor's May budget revision, (\$441 per ADA loss) and the initiative does not pass in

~~November 2012, then there shall be eleven (11) furlough days. The days shall be distributed as follows:~~

~~Eleven (11) instructional days, selected by mutual agreement, shall be taken after the November 6 election in the 2012-2013 school year.~~

~~If the congress or legislature acts to mitigate the effects of the initiative failing, then the furlough days shall be restored proportionally.~~

~~Each one million two hundred fifty two thousand seven hundred thirty six dollars (\$1,252,736) in funding received by the District provided to mitigate, restore or otherwise offset the impact of the initiative not passing shall be used to restore a furlough day. Example: If the District receives three million seven hundred fifty eight thousand two hundred nine dollars (\$3,758,209) ( $\$1,252,736 \times 3$ ) then three (3) furlough days shall be restored. Restoration shall be made by the December 2012 pay warrant.~~

A. The work year for 7-12 school unit members, including full-time unit members who transfer into or out of an alternative work year position, shall be one hundred **and** eighty four (184) duty days. This shall include:

1. **One hundred and eighty** (180) instructional days
2. **Four** (4) non-instructional days as identified by the calendar

B. The following holidays and/or recess periods are recognized by the District as non-duty days/periods:

1. Lincoln Day
2. Holiday declared by the District in lieu of Admissions Day if holiday not observed on Admissions Day
3. Washington Day
4. Spring recess period
5. Memorial Day
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Winter recess period
10. Martin Luther King, Jr. Day
11. Cesar Chavez Day
12. Fall recess period

C. On the last working day of each school year covered by this Agreement, unit members at each site may participate in end of the year programs, a portion of which may occur at locations off site.

### Alternative Work Year:

- 6.6 The Sweetwater Union High School District and the Sweetwater Education Association/CTA/NEA, the exclusive representative of the teacher unit, agree that the District may establish an alternative work year. Unit members shall be compensated in accordance with the salary schedule for regular day school classroom teachers, found in Appendix C-I of the ~~e~~Collective ~~b~~Bargaining ~~a~~Agreement.
- 6.7 The decision to convert to an alternative work year/school year calendar shall be in accordance with school board policy.
- 6.8 The work year schedule shall be one hundred **and** eighty four (184) workdays, unless otherwise stated in the contract. ~~The specific allocation of all workdays shall be consistent with Appendix G, year-round calendars of the collective bargaining agreement.~~
- 6.9 For the first year of the alternative work year calendar, the District will transfer unit members out of the alternative work year assignment to another site that has a core calendar work year schedule, if requested by the unit member by May 15 of the school year preceding the schedule change.
- 6.10 ~~Unit members who transfer because of the change to the year-round schedule shall be considered involuntarily assigned to a traditional school. Placement to another assignment shall be in accordance with Article 36, Transfer, Sections 36.3B, 36.3C, and 36.3D. Paragraph 2 of Section 36.3B, shall not apply to individuals subject to this agreement. Unit members subject to transfer shall have the right of first refusal to an open position if the school reverts to a traditional calendar within five (5) years of this agreement. This first right of refusal shall be granted only during the first year the school reverts to the traditional year. Unit members reassigned to the traditional year at the site may not displace a teacher on staff.~~
- 6.11 The provisions of Article 36, Transfer, shall apply to schools with alternative work years. Unit members assigned to alternative work year positions shall be given the opportunity to apply for transfer pursuant to Article 36. All transfers into or out of an alternative work year schedule shall be accomplished in accordance with the ~~e~~Collective ~~b~~Bargaining ~~a~~Agreement. The work year of a full-time unit member who transfers into or out of the alternative work year school, shall be guaranteed one hundred **and** eighty four (184) workdays unless otherwise specified in Section 6.5. Alternative work year is defined as an alternative to the 7-12 work year provided for in Section 6.5.
- 6.12 Participation in an alternative work year schedule does not change the unit member's status or benefits in the STRS. STRS contribution shall be based on a one hundred **and**

eighty four (184) day work year. Participation in STRS shall be in accordance with STRS regulations.

- 6.13 Unit members at the site shall be offered Intersession assignments in accordance with Article 34, Summer School/Intersession, Section 34.1.C. If selected, they shall be compensated at the Summer School hourly rate of pay for the number of hours they are assigned to work. ~~If reimbursement for year-round school is changed by the state from Summer School rates for Intersession, the parties agree to reopen negotiations on this matter.~~
- 6.14 Intersession assignments shall be voluntary. Once a unit member is selected for Intersession, he/she may be assigned to extra duty supervision assignments in accordance with the ~~e~~Collective ~~b~~Bargaining ~~a~~Agreement. Extra duty supervision assignments during Intersession shall be made first on a voluntary basis. Compensation shall be in accordance with the ~~e~~Collective ~~b~~Bargaining ~~a~~Agreement. Unit members not assigned to Intersession may not be assigned to extra duty supervision assignments during the Intersession, but may volunteer. ~~This provision shall also apply to all schools currently participating in a year-round schedule.~~
- 6.15 Unit members assigned to an alternative work year schedule, ~~or year-round calendar~~, may volunteer for placement on the substitute teacher list during Intersession or breaks for ~~traditional~~ **core** calendar schools.
- 6.16 Salary schedule reclassification for alternative work year unit members shall be July 1.
- 6.17 SDC/SH Assignments:
  - A. A classroom teacher serving in regular SDC/SH assignments shall be assigned to a one hundred **and** eighty-four (184) day work year. The work year may be extended by the District. The extended work year pay shall be pro rata per diem.
  - B. If more extended year positions are available than there are regular SDC/SH teachers applying to fill the positions, the positions will be posted within the District.
  - C. If there are more regular SDC/SH teachers who apply to work extended year than there are positions, the District shall hire on the basis of District seniority. The teachers not hired for extended year are not excluded from applying for the regular Summer School/Intersession program at the Summer School/Intersession rate of pay.
  - D. Part of the SDC/SH Program may include the students attending a camp. Teachers will attend camp on a voluntary basis to supervise students. Teachers not

attending camp will supervise students in SDC/SH who are not attending camp. If there is not a sufficient number of volunteer's to supervise students at camp, the District may assign teachers to attend camp on the basis of least seniority in the District.

- E. Teachers who feed or monitor handicapped students during lunch receive per diem pro rata pay for this duty.

6.18 Library Media Teachers/Nurses Work Year:

The District and the Association recognize the need to support Library Media Teachers and school nurses in their efforts to keep schools functioning at an optimal level. Therefore, the District agrees to provide Library Media Teachers and school nurses with the opportunity to extend their work year by up to ten (10) extra days by mutual consent between the unit member and the District. The pay for this work will be pro rata per diem. The principal shall be responsible for determining when such days will be utilized.

6.19 Teacher Pre-Service Days and In-Service Days:

When the calendar provides for pre-service days, the second half of each pre-service day shall be dedicated solely to individual teacher preparation time.

When the calendar provides for in-service days, the second half of each duty day shall be dedicated solely to individual teacher preparation time.

All pre-service and in-service days will have three (3) hours of professional development, a thirty (30) minute duty free lunch, and the remaining three and three-quarter (3.75) hours will be used according to ~~Article~~ **Section 12.7**.

Full day professional development days will have two (2) fifteen (15) minute breaks and a thirty (30) minute duty free lunch. All district wide pre-service and in-service days will have three (3) hours of professional development, a thirty (30) minute duty free lunch, and the remaining three and three-quarter (3.75) hours will be used according to ~~Article~~ **Section 12.7 – Preparation Period**.

- 6.20 ~~At the end of the day on January 11, 2010, the District shall ensure that the time allocated between the District and unit members for preparation time on October 12, 2009 and January 11, 2010 shall be equal.~~