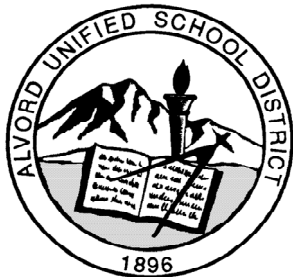


**Alvord Unified School District  
and  
Alvord Educators Association**

**AGREEMENT**

**July 1, 2020 - June 30, 2023**



**AGREEMENT**

This AGREEMENT has been made and entered into this 1<sup>st</sup> day of July, 2020, by and between the Alvord Educators Association, AEA (hereinafter referred to as the “Association”), and the Alvord Unified School District (hereinafter referred to as the “District”).

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on this 1<sup>st</sup> day of July 2020.

**FOR THE ASSOCIATION**

**BOARD OF EDUCATION**

**FOR THE DISTRICT**

\_\_\_\_\_  
Leigh Hawkinson, President  
Alvord Educators Association

\_\_\_\_\_  
Lizeth Vega, President  
Board of Education

\_\_\_\_\_  
Allan J. Mucerino, Ed.D.  
Superintendent of Schools

\_\_\_\_\_  
Michael Kolonics, Bargaining Chair  
Alvord Educators Association

\_\_\_\_\_  
Dr. Joanna Dorado, Vice President  
Board of Education

\_\_\_\_\_  
Bob Presby, Ed.D.  
Assistant Superintendent, HR

\_\_\_\_\_  
Bertrand Eckelhoefer, Member  
Alvord Educators Association

\_\_\_\_\_  
Julie A. Moreno, Clerk  
Board of Education

\_\_\_\_\_  
Jeffrey Diulio, Team Member  
Middle School Principal

\_\_\_\_\_  
Aaron Huntington, Member  
Alvord Educators Association

\_\_\_\_\_  
Robert Schwandt, Member  
Board of Education

\_\_\_\_\_  
David Ferguson, Team Member  
High School Principal

\_\_\_\_\_  
Kaja Stoll, Member  
Alvord Educators Association

\_\_\_\_\_  
Carolyn M. Wilson, Member  
Board of Education

\_\_\_\_\_  
LaShonda Owens, Team Member  
Director II, HR

\_\_\_\_\_  
Stephanie Weber, Member  
Alvord Educators Association

\_\_\_\_\_  
Traci Vaughan, Team Member  
Elementary School Principal

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*Please note: Forms are available on the Alvord web site at  
[www.alvordschools.org](http://www.alvordschools.org)*



1 **ARTICLE I - RECOGNITION**

2 **Section 1 - Exclusive Representation.** The District recognizes the Association as the exclusive  
3 representative for all certificated employees (hereinafter called "unit members") employed by the  
4 District in the bargaining unit as described below and certified by the Education Employment  
5 Relations Board in Case No. LA-R-729.

6 **CERTIFICATED BARGAINING UNIT**

7 Shall INCLUDE: Regular teachers; temporary teachers; preschool teachers; part-time teachers;  
8 part-time continuation teachers; nurses; language, speech and hearing specialists; special  
9 education staff; counselors; psychologists; librarians; Program Specialist; Instructional Coach;  
10 Teacher on Special Assignment.

11 Shall EXCLUDE: Day-to-day substitutes, Superintendent, Assistant Superintendent,  
12 Administrative Assistant, Supervisors, Directors, Coordinators, Administrators, Managers,  
13 Principals, and Assistant Principals. "EXCLUDES all management, supervisory and  
14 confidential employees as defined by the Education Employment Relations Act (EERA)."

**ARTICLE II - NOTICE**

1 Whenever provision is made in this Agreement for the giving, service, or delivery of any notice,  
2 statement or other instrument, upon the parties to the Agreement, the same shall be deemed to  
3 have been duly given, served, or delivered either upon personal delivery, by email, or by mailing  
4 the same by United States registered or certified mail, return receipt requested, to the Party  
5 entitled thereto, at the address set forth below:

6 **DISTRICT: SUPERINTENDENT**

7 ALVORD UNIFIED SCHOOL DISTRICT  
8 9 KPC Parkway  
9 Corona, California 92879

10 **ASSOCIATION: PRESIDENT**

11 ALVORD EDUCATORS ASSOCIATION  
12 11830 Pierce St. Suite 200  
13 Riverside, California 92505

## ARTICLE III - DISTRICT RIGHTS

1 **Section 1 - District Rights, Power and Authority.** Except as limited by the specific and express  
2 terms of the Agreement, the District shall retain all of its powers and authority, and the use of  
3 judgment and discretion in connection therewith, to direct, manage and control to the full extent  
4 of the law. Included in but not limited to those duties and powers are the exclusive rights to:  
5 determine its organization, direct the work of its employees, determine times and hours of  
6 operation; determine the kinds and levels of services to be provided, and methods and objectives;  
7 insure the rights and educational opportunities of students; to establish education policies, goals  
8 and objectives; determine the staffing patterns, determine the number and kinds of personnel  
9 required, maintain the efficiency of the District operation; determine the curriculum; build, move  
10 or modify the facilities; develop and implement budget and budget procedures; determine the  
11 methods of raising revenue; contract out work; hire, classify, assign, transfer, evaluate, promote,  
12 terminate, and discipline employees; and take actions which the District deems appropriate to  
13 comply with the Americans With Disabilities Act.

14 **Section 2 - Declaration of Emergency.** The District management retains its right to amend or  
15 modify provisions of this Agreement in cases of emergency for the duration of the emergency.  
16 Emergency shall include but not be limited to a sudden occurrence and/or set of circumstances  
17 demanding immediate action by the District related to a local, state or national matter. The  
18 District management shall notify the Association of an emergency as soon as possible and agrees  
19 to meet and discuss with the Association, upon written request, the reasons for declaring an  
20 emergency.

## ARTICLE IV - ASSOCIATION RIGHTS

1 **Section 1 - Facilities.** The Association and its officers shall have the right of reasonable use of  
2 District facilities for the purpose of transacting lawful Association business provided such use  
3 does not interfere with the school program or duties of unit members or other District employees,  
4 and, providing further an authorized Association representative make a request and receives  
5 approval for use of facilities on the regular District form provided for such use. A reasonable fee  
6 may be assessed for exceptional expenses incurred by the District related to utilities, security,  
7 cleanup, and any unusual wear or damage as the result of the use of the school facility by the  
8 Association.

9 **Section 2 - Communication.** The Association shall have the right to post notices with an  
10 appropriate authorized Association representative identification regarding activities and matters  
11 of legitimate Association concern on designated bulletin boards at least one of which shall be  
12 provided at each school site in an area frequented by unit members. The Association may use  
13 intra-district mail service and mail boxes for communication to unit members regarding activities  
14 and matters of legitimate Association concern. The Association office shall be included in the  
15 District mail delivery route. Copies of all materials posted or distributed shall be delivered to the  
16 Superintendent's office and the office of the Assistant Superintendent, Human Resources, for  
17 distribution to each site administrator at the time the information is posted and/or distributed.  
18 The Association shall not post or distribute information which is false or defamatory. AEA site  
19 meetings shall be placed on at least one (1) faculty meeting per month.

20 **Section 3 - Right of Access.** Authorized Association representatives shall have the right of  
21 access to areas in which bargaining unit members work during non-instructional time for the  
22 purpose of transacting legitimate Association business provided such business does not interfere  
23 with the school program and/or duties of unit members. Upon arriving at the work site, such

1 representative shall first report to and sign in at the office of the appropriate management person  
2 to announce his/her presence and to state the purpose for the visit. Non-instructional time as used  
3 in this section shall mean non-classroom teaching/preparation periods such as breaks, duty free  
4 lunch periods and time before and after the student school day.

5 **Section 4 – Association Access to New Employees.**

6 (a) Scheduling of Orientation - The District shall provide written notice of the date, time and  
7 location of all new bargaining unit member orientations/onboarding meetings, by certified  
8 or electronic mail, to the Association president no later than twenty-one (21) calendar  
9 days of an annual orientation meeting(s) or as soon as possible in midyear  
10 orientation/onboarding meetings that may occur throughout that year. If the District fails  
11 to comply with the stated advanced notice, the District shall, at the request of the  
12 Association, reschedule the orientation/onboarding meeting and provide the appropriate  
13 advanced notice.

14 (b) Association Time Provided - The Association shall be provided up to 15% of the total  
15 time agendized for all new bargaining unit member orientations/onboarding meetings.  
16 The Association time will be uninterrupted time to communicate with bargaining unit  
17 members. The placement of the Association time in the agenda will be collaboratively  
18 discussed between the District and AEA. Such time will not be provided at the end of a  
19 meeting agenda/day unless the Association requests to be placed at the end of the  
20 agenda/day. District administration will not be present at the orientation/onboarding  
21 meeting during the Association's time.

22 (c) Association Presentation - The Association is entitled to invite vendors and CTA staff to  
23 the Association portion of new bargaining unit member orientations/onboarding meetings  
24 and will have access to District audiovisual equipment for Association presentations.

1 **Section 5 - Association Leave.**

2 (a) The Association shall be provided a total of sixty (60) days of paid leave to attend a  
3 local, state, or national conference or for conducting lawful Association business during  
4 the term of this Agreement. The District shall pay the cost of substitute teachers for the  
5 first 10 (ten) days of such leave, and the Association shall reimburse the District for the  
6 cost of substitute teachers for the remaining time.

7 (b) Full time release for the Association President shall be for the full term of this  
8 Agreement. The President shall be paid in the usual manner as if he/she were a regular  
9 employee of the District and shall suffer no reduction in salary, step, fringe, or other  
10 benefits. The Association President on full release status shall be entitled to return to a  
11 mutually agreeable position in the District, once his/her term of office expires.

12 (c) Whenever possible, notification to the Human Resources Office of release time shall be  
13 given at least two (2) days in advance by the Association President.

14 **Section 6 - Information.** The District shall provide by mail or email to the Association Office  
15 a copy of the Board of Education meeting agenda, non-confidential supplementary materials, and  
16 a copy of official Board minutes, as well as District-generated material distributed unit wide.

17 **Section 7 - Unit Member Information.** The following new bargaining unit member  
18 information shall be delivered to the Association president electronically no later than 30 days  
19 after the date of hire: name, home address, phone number (home), work location, assignment,  
20 first date of employment, employment status (i.e. Probationary, Permanent, Temporary, etc.) In  
21 addition, the assignments, salary classifications, work locations, non-confidential home  
22 addresses and telephone numbers of all members of the bargaining unit shall be provided without  
23 cost to the Association no later than September 1 of each school year. All new certificated  
24 employees shall be given an Association information packet (provided to the District by the

1 Association) at the time of the certificated employee's contract signing. The Association shall  
2 bear full responsibility for providing sufficient copies.

3 **Section 8 - Consultation.** The District acknowledges the right of the Association to consult at  
4 the District level on the definition of educational objectives, the determination of the content of  
5 courses and curriculum, and the selection of textbooks, to the extent such matters are within the  
6 discretion of the District under the law. This shall include Local Control Accountability Plan  
7 (LCAP) documents and consultation language. Consultation shall be in a timely manner so as to  
8 afford the Association ample time to consult with the bargaining unit and shall take place no later  
9 than 30 days prior to final draft submission.

10 **Section 9 - Right to Representation.**

11 (a) The District recognizes the rights of representation in employment relations provided  
12 under the Government Code Section 3543.1 as that section is interpreted by PERB and  
13 courts of competent jurisdiction.

14 (b) It is understood by the parties that this right currently includes the right of an employee  
15 to have representation in any meeting with a person in a supervisory position which the  
16 unit member reasonably believes may lead to discipline or a negative evaluation.

17 **Section 10 - Association Meeting Days.**

18 (a) The District agrees not to conduct any required meetings which extend after 3:30 p.m.  
19 on the second (2nd) and third (3rd) Wednesdays of each month for the purpose of  
20 allowing designated site representatives to attend Association meetings.

21 (b) This provision does not preclude the District from calling a meeting on said days which  
22 extends after 3:30 p.m. if the reason for the meeting falls within the definition of  
23 emergency as defined in Article III, Section 2 of this Agreement.

1 (c) In the event of an Association meeting for the purpose of contract ratification, the District  
2 and Association shall cooperate in scheduling said meeting so that all bargaining unit  
3 members have the opportunity to attend.

4 **Section 11 – Organization Security.**

5 (a) **Dues Deductions.** Any application or authorization of membership in the Alvord  
6 Educators Association/CTA/NEA, shall be delivered to and maintained by the  
7 Association. The Association shall be responsible for notifying the District of unit  
8 members' authorization to deduct unified membership dues, initiation fees and general  
9 assessments in the Association. Pursuant to such authorization, the District shall deduct  
10 one-tenth (1/10) of such dues from the regular salary warrant of the unit member each  
11 month for ten (10) months. Authorized deductions for unit members received after the  
12 commencement of the school year shall be appropriately prorated to complete payments  
13 by the end of the school year. The District shall not be obligated to put into effect any  
14 new, changed, or discontinued deduction until the pay period which commences thirty  
15 (30) days or more after submission to the District's Payroll Office.

16 (b) **Changes to Dues Deductions.** Employee requests to cancel or change authorizations  
17 for payroll deductions for the Association shall be directed to the Association rather than  
18 to the District. The Association shall be responsible for processing these requests. The  
19 District shall rely on information provided by the Association regarding whether  
20 deductions for the Association were properly canceled or changed. The employee  
21 organization shall indemnify the public school employer for any claims made by the  
22 employee for deductions made in reliance on that information.

23 (c) **Remitting Dues.** With respect to all sums deducted by the District pursuant to Section  
24 11(a) and Section 11(b) above, for membership dues, the District agrees to promptly



1 remit such moneys to the Association within five (5) business days, accompanied by an  
2 alphabetical list of unit members for whom such deductions have been made, indicating  
3 any changes in personnel from the list previously furnished.

4 (d) **Information.** The Association shall furnish any information needed by the District to  
5 fulfill the provisions of this Article.

6 (e) **Indemnification.**

7 (1) The Association, CTA, and/or NEA agree(s) to indemnify and hold harmless the  
8 District against any and all liabilities, claims, or actions which may be brought  
9 against the District, the District Board of Trustees, individually or collectively, or  
10 the District's officers, employees and/or agents, for any claims made by an  
11 employee arising out of and in connection with this Article, including claims made  
12 for deductions made in reliance on information provided by the Association to the  
13 District to cancel or change membership dues authorization, including  
14 reimbursement for all costs, expenses, fees and judgements incurred by the District  
15 in providing an effective defense against all lawsuits or other legal proceedings.  
16 The Association shall have the exclusive right to decide and determine whether any  
17 such action shall be compromised, resisted, defended, tried or appealed.

18 (2) In the event any term of this Article violates any state or federal constitution, statute,  
19 or regulation, is deemed unlawful pursuant to a decision issued by a court of  
20 competent jurisdiction, or is superseded or invalidated by legislation, the District  
21 shall implement this Article strictly in accordance with the law. The District and  
22 the Association shall commence negotiations concerning any unlawful portion(s)  
23 of the Article without unreasonable delay.

## ARTICLE V - GRIEVANCE PROCEDURE

### Section 1 - Definition.

- 1
- 2 (a) A "grievance" is a formal written allegation by a unit member or the Association that
- 3 there has been a violation, misinterpretation or misapplication of a provision of this
- 4 Agreement. It is not the intent of this procedure to provide a means of changing or
- 5 adding District policies, District regulations, or provisions to this Agreement. Actions
- 6 to challenge or change the general policies of the District, as set forth in the rules and
- 7 regulations or administrative regulations and procedures, must be undertaken under
- 8 separate legal process. Other employer-employee relations matters for which specific
- 9 method of review is provided by law are not within the scope of this procedure.
- 10 (b) A "grievant" is the unit member, unit members, or the Association making the formal
- 11 allegation.
- 12 (c) The "appropriate administrator" is the administrator who is alleged to have violated,
- 13 misinterpreted or misapplied a provision of this Agreement.
- 14 (d) "A day" means a day when the District Office is open for business excluding non-duty
- 15 days; and winter, spring and summer breaks; and staff development days provided the
- 16 grievant and/or appropriate administrator is unavailable. Any one of these exceptions is
- 17 applicable subject to verification by the District Office.
- 18 (e) Issues arising out of the exercise by the Board and Administration of their
- 19 responsibilities under Article III, District Rights, of this Agreement, including the facts
- 20 underlying its exercise of such discretion, shall not be subject to this procedure.

### Section 2 - General Provisions.

- 21
- 22 (a) The failure of the grievant to act within the prescribed procedures and time limits stated
- 23 in this Article shall bar any further appeal. The failure of the District to give a decision

1 within the time lines shall permit the grievant to proceed to the next step. If, at any level,  
2 the grievance is mutually resolved, or if the grievant declines to take further steps, the  
3 grievance is considered closed.

4 (b) Until resolution of a grievance takes place, the grievant is required to conform to the  
5 original direction of the appropriate administrator.

6 (c) Upon request, a grievant shall be entitled to representation by one (1) Association  
7 representative who shall be granted release time to attend any grievance conference or  
8 formal hearing provided under this Article. When the Association has not been requested  
9 to represent the grievant beyond the informal level, and the District is prepared to agree  
10 to a resolution of the grievance, the District shall not make any final resolution until the  
11 Association has received a copy of the grievance and the proposed resolution, and has  
12 been given an opportunity to file a response.

13 (d) Time lines for appeal/response provided in each level shall begin the day following  
14 receipt of the appropriate paperwork. The time lines specified at each level may be  
15 extended by written mutual agreement of the Association President or designee and the  
16 Superintendent or designee.

17 (e) If a grievance arises from the action or inaction of a member of the administration at a  
18 level above the work site, the grievant shall submit the grievance in writing on the  
19 appropriate District form directly to the Superintendent or designee and the grievance  
20 shall start at Level Two.

21 (f) The District shall notify the Association of all grievances filed under Section 4.

22 **Section 3 - Informal Level.** Within five (5) days after the occurrence of the act or omission  
23 giving rise to the grievance, or after the grievant should reasonably have known of the occurrence  
24 of the act or omission giving rise to the grievance, and before filing a Level One grievance, the

1 grievant shall attempt to resolve it by an informal conference with the appropriate administrator.  
2 Compliance with this level shall be so indicated by completion of the informal conference form  
3 signed and dated by the grievant and the appropriate administrator.

4 **Section 4 - Levels of the Grievance Procedure.**

- 5 (a) **Level One - Appropriate Administrator:** Within fifteen (15) days after the occurrence  
6 of the act or omission giving rise to the grievance or after the grievant should reasonably  
7 have known of the occurrence of the act or omission giving rise to the grievance, the  
8 grievant shall present the grievance in writing on the appropriate District form to the  
9 appropriate administrator. The grievant shall concurrently provide a copy to the  
10 Association. This written grievance shall be a clear, concise statement of the alleged  
11 violation, misinterpretation or misapplication of a provision of this Agreement,  
12 identifying the specific Article(s) and Section(s), the circumstances involved, and the  
13 specific remedy sought. The informal conference form shall be attached to the  
14 grievance. If the Association files a grievance on behalf of unit member(s), the written  
15 grievance shall be sufficiently detailed to allow the District to identify the affected unit  
16 member(s). If the District believes that the grievance does not contain information  
17 sufficient to allow the District to identify the affected unit member(s), the District may  
18 notify the Association of this, and the Association shall provide sufficient information  
19 no later than the Appeal to Level Two. The appropriate administrator shall communicate  
20 a decision to the grievant in writing within ten (10) days after receiving the written  
21 grievance. If the appropriate administrator does not respond within the time lines, the  
22 grievant may appeal to the next level. Within the above time lines either party may  
23 request a conference with the other party.

1 (b) **Level Two - Superintendent or Designee:** In the event the grievant is not satisfied  
2 with the decision at Level One, the grievant may appeal the decision on the appropriate  
3 District form to the Superintendent/Designee within ten (10) days after the Level One  
4 decision has been rendered. A copy of the informal conference form, and the original  
5 grievance form, including the decision rendered, shall be attached to the Level Two  
6 form. The Superintendent or designee shall communicate a decision within ten (10) days  
7 after receiving the appeal. Either the grievant or the Superintendent or designee may  
8 request a conference within the above time lines. If the Superintendent or designee does  
9 not respond within the time lines the grievant may appeal to the next level.

10 (c) **Level Three - Mediation:** If the grievant is not satisfied with the decision at Level Two,  
11 he/she may, within ten (10) days after the Level Two decision has been rendered, submit  
12 a written request for mediation of the grievance. The written request, which shall  
13 include a copy of the informal conference form and the original grievance form  
14 (including the decision rendered), shall be attached to the Level Three form. Within five  
15 (5) days after the written request for mediation, the Association shall submit, to the  
16 California State Mediation and Conciliation Service, a written request for the immediate  
17 services of a mediator.

18 (1) The function of the mediator shall be to assist the parties to achieve a mutually  
19 satisfactory resolution of the grievance. At the outset of this process, the mediator  
20 shall schedule a meeting at a mutually agreeable time. Mediation shall be limited  
21 to one (1) day unless both parties agree to extend the mediation beyond one (1)  
22 day.

1 (2) If a satisfactory resolution of the grievance is achieved by means of the mediation process,  
2 both parties to the grievance shall sign a written statement to that effect, and thus waive the right  
3 of either party to any further appeal of the grievance.

4 (3) If no satisfactory settlement is reached through mediation, the grievant may,  
5 through the Association, appeal the grievance to the next level (Level Four).

6 (4) The District and the Association have agreed that mediation (Level Three of this  
7 Grievance Procedure) may be waived by mutual agreement.

8 (d) **Level Four - Binding Arbitration:** If the grievant is not satisfied with the decision at  
9 Level Three, the grievant may, through the Association, within ten (10) days from the  
10 Level Three decision being rendered, submit a request in writing to the Superintendent  
11 for a binding arbitration of the dispute. The written request shall include a copy of the  
12 informal conference form and the original grievance form (including the decision  
13 rendered). If mediation is waived by mutual written agreement, the timeline for  
14 submitting the request for arbitration shall begin the day after the agreement to waive  
15 was signed. The Association and the District shall attempt to agree upon an arbitrator.  
16 If no agreement can be reached, the parties will agree to request the American Arbitration  
17 Association or California State Mediation and Conciliation Service to supply a list of  
18 seven (7) names of arbitrators. Each party shall alternately strike a name until only one  
19 (1) name remains. The remaining individual shall be the arbitrator. The order of the  
20 striking shall be determined by lot. The Association and the District shall then be bound  
21 by the rules and procedures of the chosen arbitrator. If the question of arbitrability arises,  
22 it shall be ruled upon by the arbitrator, prior to hearing the merits of the case. In the  
23 event that a case is appealed to an arbitrator on which he/she has no power to rule, it  
24 shall be referred back to the parties without decision or recommendation on its merits.

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The parties shall be afforded the opportunity to submit written briefs. The arbitrator shall consider only those issues which have been properly carried through all prior stages of the grievance procedure. The arbitrator will be without power or authority to: (a) make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement; (b) add to, subtract from, alter, amend or modify the terms of this Agreement; or (c) change any practice, policy, rule, regulation, or procedure of the District. The arbitrator's decision shall be in writing and will set forth findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.

## ARTICLE VI - EMPLOYEE RIGHTS

### Section 1 - Provisions.

(a) The District and Association recognize the right of employees to form, join and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join or participate in employee organization activities.

(b) The District and the Association shall not unlawfully discriminate against any employee with respect to the implementation of the terms of this Agreement on the basis of actual or perceived race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sexual orientation, or any other basis protected by law, or membership or participation in Association activities, or lack of membership or participation in Association activities.

Violations of this Article shall not be subject to the grievance procedures of this Agreement, except where no other available administrative procedure exists. If an available administrative procedure exists, the unit member shall be precluded from filing a grievance under this Section.

(c) **Payroll Deductions.** Upon appropriate written authorization from the employee, the District shall deduct from his/her salary and make appropriate remittance for:

- (1) Annuities
- (2) Bank/Credit Union
- (3) Association Dues
- (4) Savings Bonds
- (5) Other District authorized deductions

(d) **Instructional Interruption.** Every effort will be made to minimize maintenance, installation, or custodial work resulting in disruption of the instructional program. Non-



1 emergency maintenance work which might disrupt the instructional program shall be  
2 scheduled in such a way as to give the unit member reasonable notice. If the non-  
3 emergency maintenance work leads to an instructional disruption, upon notice from the  
4 teacher, the site administrator/designee shall make every reasonable effort to reschedule  
5 the work through the maintenance department.

6 (e) **Staff Facilities.** The District shall make available, at each school site, a room to be used  
7 as a lunchroom, lounge, and/or workroom for staff.

8 (f) **Communication.** A telephone shall be provided in each classroom to facilitate  
9 communication with parents regarding student matters and as a link to the office/outside  
10 in the event of a health or safety emergency.

11 (g) **Supply Budget.** All classroom teachers, intervention specialists, behavioral specialists,  
12 speech and language pathologists, school counselors and librarians shall receive a \$500  
13 supply budget. The intent of these funds is for the purchase of supplemental instructional  
14 supplies and technology needs, not including any basic paper products or toner products,  
15 needed instructional materials, or usual and customary items needed for everyday job  
16 responsibilities. The approval and reimbursement process shall be established by the  
17 fiscal services office and emailed to all unit members and administrators at the beginning  
18 of each school year.

## ARTICLE VII - UNIT MEMBER SAFETY AND HEALTH

### Section 1 - Workplace Safety.

- 1
- 2 (a) The unit member has a responsibility to inform the immediate supervisor or District
- 3 administrator of any instance of student behavior or unsafe conditions inimical to the
- 4 unit member's health and welfare. Upon request, such management employee shall
- 5 confer with the unit member at a mutually agreeable time and place in regard to the unit
- 6 member referral; and, as soon as possible, an appropriate investigation shall take place.
- 7 The supervisor or designee will respond to a report of unsafe conditions that pose an
- 8 imminent risk to the unit member/student immediately and/or within one working day.
- 9 (b) The District shall comply with the provisions of the California Occupational Safety and
- 10 Health Act (CAL OSHA) as amended (California Labor Code 6300, et seq.). Pursuant
- 11 to this section, corrections to conditions representing an immediate hazard to the safety
- 12 or health of a bargaining unit member shall take place as soon as possible after the
- 13 employee's immediate supervisor has been notified.
- 14 (c) Unit members shall immediately report to their immediate supervisor cases of assault
- 15 suffered by them in connection with their employment. As used in this Article, "in
- 16 connection with their employment" shall include any voluntary activities provided that
- 17 the proper procedures and permission were approved prior to the voluntary activity.
- 18 (d) Each school site will be notified when the District receives an official report from the
- 19 South Coast Air Quality Management District that the oxidant level has reached .20.

### Section 2 - Student Information.

- 20
- 21 (a) A copy of existing District policies and administrative regulations relating to student
- 22 discipline including the use of corporal punishment and the right to suspend students
- 23 shall be made available to unit members electronically or in the Principal's office in a

1 centralized location as determined by the staff at each site. Any new edition of District  
2 policies and administrative regulations relating to student discipline shall be available on  
3 the District's intranet and onsite to each unit member upon adoption. Each new teacher  
4 to the District shall be presented with a copy of said policies at the New Teacher  
5 Orientation. The building Principal shall meet with an Association Building  
6 Representative and other unit members for input on the implementation of these policies  
7 and administrative regulations.

8 (b) Incidents where the student behavior policies and procedures have not been followed  
9 shall be reported to the Superintendent. Pursuant to Education Code 49079, the District  
10 shall inform unit members of each pupil who has engaged in, or is reasonably suspected  
11 to have engaged in, any acts described in any of the subdivisions, excluding subdivision  
12 (h) of Section 48900. The District shall provide the information to the unit members  
13 based upon any records that the District maintains in its ordinary course of business, or  
14 receives from a law enforcement agency, regarding a pupil described in this section.  
15 Unit members will treat such information with strict confidentiality.

16 (c) When any student is transferred from one school to another or from another District  
17 (intra- or inter-district administrative transfers) due to disciplinary reasons, the  
18 administration shall notify the receiving unit member(s) at the new school of the reasons  
19 for the transfer and any information in the student's background which is relevant to the  
20 unit member's(s') safety. Information not immediately available will be provided as  
21 soon as possible after receipt. Such notification shall be consistent with applicable legal  
22 requirements and, if possible, shall be made prior to placement in the unit member's(s')  
23 classroom(s).

1 **Section 3 - Reimbursement for Personal Property Loss or Damage.**

2 The District shall reimburse unit members for loss or damage done to personal equipment  
3 brought in for classroom instructional use. For purposes of reimbursement, prior written  
4 approval by the site or appropriate administrator must have been obtained in advance for items  
5 valued at \$100 or more. Values of the specific item(s) will be agreed upon at the time of approval  
6 for use. Clothing or other personal articles damaged or destroyed as a result of the unit member's  
7 action in the line of duty which can be verified and approved by the site administrator will be  
8 covered. The cost of all unit member claims shall not exceed a total of two thousand dollars  
9 (\$2,000.00) per semester. If the total claim exceeds this amount, each claim will be equally  
10 prorated for each unit member. Autos are exempt from this provision. However, damage to  
11 employee vehicles by other District employees or vandalism shall be handled through the  
12 District's Administrative Services Department.

**ARTICLE VIII - SALARY AND BENEFITS**

**Section 1 - Salary Schedules.**

(a) The salary schedules applicable to unit members covered by this Agreement are found in Appendix A and include the following:

A1 - Certificated Salary Schedule

A2 – Counselor Salary Schedule

A3 - Psychologist Salary Schedule

A4 - Coaches Pay Schedule

A5 - Extra Duty Pay Schedule

(b) The salary schedule guidelines for crediting prior experience and for additional college training are contained in Appendix A.

**Section 2 - Insurance Benefits.**

(a) The District shall contribute to the costs for health, dental and life insurance as established by the Benefits Advisory Committee in consultation with the broker/consultant and agreed upon by the District and the Association during negotiations. The Benefits Advisory Committee will continue to meet on a regular basis (to be determined by the Committee) in order to monitor the health plans.

The District shall provide medical, dental and vision benefits and disability insurance to all eligible unit members per Appendix B.

(1) The District shall contribute funding level amounts proposed by the Benefits Advisory Committee, and agreed to in negotiations between the Alvord Unified School District and the Alvord Educators Association as listed in Appendix B1, in order to provide medical insurance coverage for eligible full-time unit members and early retirees as defined in Appendix B3, dental and vision insurance coverage

1 for eligible full-time unit members and disability insurance. The Benefits Advisory  
2 Committee will continue to monitor the status of the plans including all  
3 subscribers' utilization and claims reserve in order to make modifications in the  
4 plans, as necessary. The Benefits Advisory Committee may make modifications  
5 to the plans within the negotiated contribution level.

6 (2) All benefits shall be fully funded for each year at a rate recommended by the  
7 Benefits Advisory Committee currently based on the 2019-20 funding level of  
8 \$1,200 per month per employee, with no payroll deductions to bargaining unit  
9 members. The Benefits Advisory Committee shall continue to monitor all benefits  
10 and will make recommendations and modifications as needed. The actual costs of  
11 benefits of the year after which the benefits have been funded and the current  
12 amount of 0.5% of salary for the reserve account shall be determined in November.

13 (3) The District shall maintain an account for each plan. An amount equal to 0.5% of  
14 salary shall be deposited in the respective reserve account annually no later than  
15 November.

16 (4) The actual cost of benefits for the previous year (premiums, claims and  
17 reimbursements/rebates) shall be reviewed annually in November with a signed  
18 agreement between the District and Association verifying the amount of either a  
19 surplus or deficit and agreed to by the Benefits Advisory Committee. If there is a  
20 deficit, the reserve account shall be used to offset the deficit. If there is a surplus  
21 between the district contributions and actual cost of benefits, the surplus shall be  
22 deposited in the reserve account. If the benefits account becomes depleted, the  
23 District shall make supplemental contributions to insure the plan remains fully

1 funded with no payroll deductions to bargaining members. If such supplemental  
2 contributions are made, they will become part of the November review.

3 (5) The District agrees that it will not abate to the General Fund, including Stop Loss  
4 reimbursements, any of the surpluses that may accrue to the Self-Insurance Fund  
5 or the reserve account. The District agrees that the surpluses and any interest  
6 derived therefrom are to be deposited into the reserve account for use as directed  
7 by the BAC and AEA negotiations team.

8 (6) Health benefits for retired unit members will be provided as negotiated pursuant to  
9 Appendix B3 (Retirement Benefits).

10 (7) Bargaining unit members shall be provided with twenty thousand dollars (\$20,000)  
11 term life insurance. The Benefits Advisory Committee may recommend a  
12 replacement for this program for consideration during Alvord Unified School  
13 District and Alvord Educators Association negotiations.

14 **Section 3 - Duration of Benefits.** Bargaining unit members who work a complete school year  
15 shall be entitled to insurance benefits under the District's fringe benefit program effective through  
16 the last day of June each year. Bargaining unit members working less than a full year shall have  
17 their benefits prorated.

18 **Section 4 - Continuity of Benefits.** Except as provided by Section 2(a)(4), the fringe benefits  
19 provided in this Article and the District's funding level contribution thereto shall remain in effect  
20 during the term of this Agreement unless and until modified by a successor agreement, or until  
21 changes are agreed upon during Alvord Unified School District and Alvord Educators  
22 Association negotiations in the interim.

23 **Section 5 - Medicare Coverage.** The District agrees to implement the Medicare coverage  
24 provisions of AB 265 (Chapter 1006) for eligible individual unit members not currently included

1 in said coverage. In providing said coverage option to individual unit members, the District's  
2 maximum financial obligation shall be to pay the lesser of the following alternative amounts:  
3 either the employer's regular contribution per unit member, or fifty percent (50%) of the total  
4 Medicare coverage contribution per unit member required by the implementation of AB 265  
5 (Chapter 1006).

6 **Section 6 – Benefits Advisory Committee (BAC).** The District and the Association shall  
7 maintain a Benefits Advisory Committee which will study and monitor fringe benefit issues for  
8 all plan members, including early retirees. The Committee shall be made up of five (5)  
9 representatives for the District and five (5) for the Association. The Committee shall adopt by-  
10 laws which must be mutually approved by the District and the Association. The BAC may make  
11 recommendations related to benefits as mutually agreed upon. The District and the Association  
12 agree that the Benefits Advisory Committee will continue to meet on a regular basis (to be  
13 determined by the Committee) in order to monitor the health plans. The District shall provide  
14 release time and mileage reimbursement for AEA BAC members for any additional travel related  
15 to benefits.

16 The Benefits Advisory Committee will submit an annual report to the District and Association  
17 on the status of the plan, summarizing the utilization and claims reserve and recommend  
18 modifications, if necessary, subject to compliance with relevant State and Federal law.

19 **Section 7 – Benefits Administration.**

20 Daily administration of the benefits program shall be the responsibility of the District.

21 **Section 8 - Mileage Reimbursement.** Unit members authorized in writing by the District to use  
22 their personal cars in fulfilling a specific work assignment shall be reimbursed at the IRS  
23 maximum untaxed mileage rate. It is understood that travel between the unit member's home  
24 and work site is exempt from this provision, unless unit members are required to report to a



1 different site for any or all of their workday. It is further understood and agreed that the  
2 reimbursement shall be payment in full for all car operating, maintenance, repair and insurance  
3 costs resulting from such use.

4 **Section 9 - District Required Medical Examinations.** The District agrees to pay for all medical  
5 examinations required by the District and according to the terms of this Agreement.

6 **Section 10 - Reduced Employment and Retirement Program.** Unit members may apply for  
7 early retirement in accordance with the procedures outlined in Appendix B4.

8 **Section 11 - Substitute Teaching.** Unit members not on duty will be allowed, but not required,  
9 to substitute. Effective July 1, 2000, the District shall pay unit members the current credentialed  
10 substitute rate for substitute service. Unit members shall be given priority for approximately one  
11 half (½) of the available substitute teaching positions for which they are qualified.

12 **Section 12 – Pay Frequency.** All certificated employees who have been employed for more  
13 than two years in the District, will have the option to be paid on a 12-month pay cycle,  
14 consisting of twelve equal paychecks. All employees who opt for this pay cycle, including  
15 those currently on a 12-month pay cycle, shall be required to sign an agreement that obligates  
16 him/her to repay any salary received in advance of work should he/she terminate their  
17 employment prior to the end of a contract year.

18 A form shall be provided to the employee by the Business Services office which shall state  
19 these terms. This form must be returned to the Business Services office no later than May 1  
20 of the school year prior to the commencement of the 12-month pay cycle. The 12-month pay  
21 cycle will begin on July 1 of the following school year and will continue until the employee  
22 chooses another option.

1 This agreement shall remain in effect as written unless and until laws and/or conditions change  
2 which would no longer allow this procedure and the Association would be immediately  
3 notified of such change.

## ARTICLE IX - HOURS AND DAYS

### Section 1 - Unit Member Work Hours.

(a) Unit members teaching TK – 8<sup>th</sup> grade shall be on the school site at least thirty (30) minutes before the school's first scheduled class of the day. This time is teacher-directed planning time set aside for teachers to plan to meet the educational needs of their assigned students. With the exception of approved supervision as per Section 6 of this Article, this time shall be used primarily for lesson/program planning and preparation. It is understood that parent conferences and IEP meetings may occasionally (no more than twice a week) occur if needed during unit member preparation time, with advanced notice whenever possible. Unit members teaching 9<sup>th</sup> – 12<sup>th</sup> grade shall be on the school site at least fifteen (15) minutes before the school's first scheduled class of the day. At the secondary level (6-12), the district shall end the instructional day no less than 15 minutes prior to the unit member's contractual end time. At the elementary level (TK-5), the district shall end the instructional day no less than 45 minutes prior to the unit member's contractual end time. This time is teacher directed planning time as previously described in this section. Unit members are responsible for instruction and/or assigned duties for seven and one half (7½) hours per work day. All regular classroom teachers assigned to a full teaching schedule on a daily basis shall have: a) planning time, b) a duty-free lunch period of not less than thirty-five (35) minutes within the seven and one half (7½) hour work day, and c) scheduled recess times included within their regular work day. All other unit members shall have a duty-free lunch period of not less than thirty-five (35) minutes, and will schedule their work time in order to effectively complete their assigned duties.

1 Unit members shall spend the work day on campus except for lunch and off-site District-  
2 related activities. Unit members shall inform the office when leaving for the unit  
3 member's duty-free lunch. Unit members leaving the school site for District related  
4 activities during the work day shall notify the site administrator. The method of  
5 notification shall be established by the site administrator.

6 (b) A unit member may have an adjusted work day. A unit member whose work day is  
7 adjusted may be required to account for time of the adjusted work day. For purposes of  
8 this Section 1(b), the Adjusted Work Day Side Letter of Agreement shall be completed  
9 by the District and the Association.

10 **Section 2 - Teacher Instructional Time.** The District shall provide to students the following  
11 minimum instructional minutes annually by grade as described below:

12	TK/Kdgn	36,000
13	1-3	50,400
14	4-8	54,000
15	9-12	64,800

16 The District shall maintain its current practice in assigning instructional minutes.

17 **Section 3 – Planning and Preparation Periods.**

18 (a) Teachers in grades 6-12 shall have one (1) assigned period per day for teacher directed  
19 planning related to the instructional program and conferences which shall be scheduled  
20 during the student instructional day. It is understood that parent conferences and IEP  
21 meetings, may occasionally (no more than twice a week) occur if needed during unit  
22 member preparation time. Elementary planning and prep time, as defined in Section  
23 1(a) and any P.E. prep time, is teacher directed time.

1 (b) The District will not assign a secondary teacher more than three (3) different subject  
2 section preparations per day. In case of compelling academic need, one (1) additional  
3 preparation may be assigned with the consent of the teacher, site administration, District  
4 and Association President.

5 (c) A monthly report shall be provided to the Association listing the teachers by site who  
6 have covered classes on their planning period. Whenever possible, class coverage shall  
7 be provided from a pool of teacher volunteers for each teaching period. Substituting  
8 assignments shall be made from the pool of teacher volunteers prior to assigning any  
9 non-volunteers or other unit members in exceptional situations. Assignments shall be  
10 shared equitably among the teachers at the site. A twenty four (24) hour notice shall be  
11 given to teachers when it is necessary for them to cover another teacher's class for the  
12 planning period. Such notice shall not be required in the event of unforeseen  
13 circumstances such as, but not limited to:

14 (1) When another teacher fails to arrive at work on time;

15 (2) When another teacher is ill and must leave his/her classroom;

16 (3) When a family emergency demands a teacher's presence;

17 (4) When an unscheduled parent conference requires a teacher's presence;

18 (5) When a teacher scheduled to provide coverage becomes unavailable; or

19 (6) When a substitute is not available.

20 (d) Teachers in grades 6-12 who provide partial or full coverage for another class during  
21 their planning period as assigned by the administrator or his/her designee shall be paid  
22 the District hourly rate.

23 (e) When elementary unit members are required by the site administrator to substitute or  
24 provide partial/full class coverage due to the unavailability of a substitute for other unit

1 members, the site administrator shall make every effort to assign these students amongst  
2 the teachers closest to that grade level. The site administrator shall first seek volunteers  
3 and then assign any non-classroom certificated teachers to cover the absence before  
4 mandating any classroom teacher. Those teachers shall be compensated at the District  
5 hourly rate for each hour or part thereof for coverage provided.

6 (f) The District shall make planning time that is teacher directed (planning and conferences)  
7 available to teachers of regular and special day TK-5th grade classes on the following  
8 basis:

9 (1) There shall be two (2) fifty (50) minute planning periods per week for  
10 regular/special day 1<sup>st</sup>-5<sup>th</sup> grade classes.

11 (2) In work weeks of three (3) or fewer work days there shall be one (1) planning  
12 period.

13 (3) The District will make every effort to provide contractual planning periods in work  
14 weeks when there are four (4) work days or three (3) or more minimum days.  
15 However, planning periods may be shorter than fifty (50) minutes due to the  
16 reduced work week and/or student minimum days.

17 (4) TK and K teachers shall be allowed no less than sixty (60) minutes a day of  
18 uninterrupted prep time after their supervision duties, with the exception of early  
19 release days, where it will be no less than forty (40) minutes. TK and K classes  
20 shall be uniform length of instructional time throughout the district.

21 (5) If the district decides to implement full-day TK-K classes, then two (2) fifty (50)  
22 minute planning periods per week will be provided to the teacher.

23 (g) The classroom teacher will not be responsible for the instructional program during the  
24 fifty (50) minute planning periods.

1 (h) The District shall make planning time available to teachers of regular and special day  
2 elementary classes as equitably as possible pursuant to Section 1(a).

**Section 4 - Schedule of Workdays for Unit Members.**

3 (a) The work days applicable to unit members are found in Appendix C.

4 (b) The basic work year for traditional calendar unit members shall be comprised of one  
5 hundred eighty five (185) days. Those days shall be allocated as follows:

6 (1) One hundred eighty (180) days of student instruction.

7 (2) Three (3) non-student workdays immediately prior to the first student school day  
8 of the year. One of the first two workdays may be rescheduled for the purposes of  
9 District-wide professional development. A deadline request of May 1<sup>st</sup> (previous  
10 school year) and approval of the Association must occur. If said District-wide  
11 professional development does not occur, than site administrators may direct 60  
12 minutes of department/grade level/non-teaching staff collaborative time and 180  
13 minutes of administrator directed time. If said day is scheduled, then the day prior  
14 to student arrival will be solely teacher directed on site and the other day have 90  
15 minutes of administrator directed time and 60 minutes of department/grade  
16 level/non-teaching staff collaborative time.

17 (3) One (1) non-student day on the last day of the first semester. This day shall be  
18 solely teacher directed for the purposes of evaluating student progress, instructional  
19 planning and collaboration.

20 (4) One (1) non-student workday immediately preceding the last student school day of  
21 the year. The final workday will be solely teacher directed on site.

22 (5) Unit members new to the District shall be provided an opportunity to attend  
23 additional orientation days. Those teachers off duty will be compensated at the

1 negotiated hourly rate.

2 (c) The following days shall be scheduled as minimum days for instruction:

3 (1) Four (4) days for grades 6-12 parent conference days, two (2) days in the fall and  
4 two (2) days in the spring. Starting and ending time for unit members and  
5 scheduling of conferences shall be mutually agreed upon by members at that site.

6 (2) Four (4) days for elementary (grades TK-5) parent conference days in the fall.

7 (3) The day prior to the winter recess.

8 (4) The last day of student instruction.

9 (5) Day following evening parent conferences.

10 (d) Modified Days/Early Release Days for TK – 12 all sites

11 (1) Must be same day of the week and amount of time per grade span.

12 (2) Shall include staff meetings and staff development (as needed and not to exceed  
13 sixty (60) minutes) within the teacher's contractual time on the first and third early  
14 release days. The remaining time will be teacher directed collaboration time.

15 (3) Second and fourth days will be teacher directed grade level/department  
16 collaboration days.

17 (4) If a transposition of a meeting is needed, e.g. professional development/staff  
18 meeting date switched with a Collaboration/Teacher planning meeting date, a  
19 minimum of five working days' notice will be given.

20 (5) On occasion where there is a 5<sup>th</sup> Early Release day in the month, the district will  
21 alternate from district-wide articulation meetings and teacher directed  
22 collaboration time beginning with District Articulation day.

23 (e) Elementary School morning recess supervision of students shall be covered by

24 classified employees. If classified service is unavailable, teacher coverage shall be



1 provided.

- 2 (f) In order to maximize student counseling services, counselors may flexibly schedule  
3 their work days during those days when school is not in session. Those flexible days  
4 will be mutually agreed upon by the counselor and the appropriate administrator and  
5 identified on a calendar designed for this purpose. During those days when school is  
6 in session, counselors will continue to be present on the campus to meet student needs.

7 **Section 5 - Staff Meetings.**

- 8 (a) Unit members will be required to attend up to two (2) sixty (60) minute staff  
9 meetings/staff development meetings a month, which will occur as stated in Section 4  
10 of this article. For those at the end of the day, staff meetings will start within fifteen (15)  
11 minutes after students leave. At least 10 (ten) minutes shall be allotted for AEA business  
12 at one of the monthly meetings. Unit members will attend additional site staff meetings  
13 when necessitated by a sudden occurrence and/or set of circumstances demanding  
14 immediate action by the District related to a local, state or national matter. If an  
15 emergency meeting is needed, the District and the Association shall be informed prior  
16 to the meeting.

- 17 (b) An agenda for all scheduled staff meetings will be provided to staff members the day  
18 prior to the meetings being held. Unit members shall have the opportunity to submit  
19 discussion items to the site administrator to consider for placement on the agenda.  
20 Minutes of all staff meetings will be made available to staff within five (5) work days.

21 **Section 6 – Adjunct, Supervision and Activity Duties.**

- 22 (a) Any home game sport activities, Associated Student Body (ASB) sponsored events,  
23 school wide activities and afterschool detention that require adult supervision outside of  
24 the contract day, will be paid at the stipend or hourly rate as referenced in Appendix A5.

1 At each site, at a regularly scheduled staff meeting prior to the end of the work year, the  
2 administration will work collaboratively with the staff to develop a priority list of  
3 activities. The staff will develop a fair and equitable process for filling these  
4 opportunities from a pool of volunteers for additional pay.

5 (b) Duties within the contractual day will be limited to direct supervision of students before  
6 and after the instructional day, not to exceed fifteen (15) minutes per duty per day and  
7 no more than one week at a time. Duties shall not be assigned consecutive weeks without  
8 written agreement between the District and Association. This supervision must be  
9 equitably distributed among all unit members who are on site three (3) or more days per  
10 week. The following certificated staff members will be excluded from this supervision  
11 due to their additional contractual obligations:

12 (1) Psychologists

13 (2) Nurses

14 (3) Speech and Language Therapists

15 (4) Counselors

16 (c) Any additional duties held outside the above mentioned in (a) and (b) shall be  
17 considered voluntary.

18 (1) Any District level events, committees or activities shall be paid at the hourly  
19 rate.

20 **Section 7 - Off-Site Duty.** Site administrators may permit unit members to perform duties at  
21 off-site locations. Off-site duty shall include, but not be limited to, attendance at professional  
22 conferences, District meetings, and other activities appropriate to the unit member's assignment.

23 **Section 8 - Evening Activities.**

24 (a) On days that a unit member has a District assigned evening activity, the unit member

1 may leave the work site ten (10) minutes after student including on modified days.

2 (b) Unit members at the middle and high school level who attend an evening parent  
3 conference may leave the following day at the end of the site's student instructional day  
4 or at the end of their planning period, whichever comes later.

5 (c) Unit members at the elementary level who attend parent conferences outside of the  
6 contract day may leave on the fifth day at the end of the site's student instructional day.

7 **Section 9 – Flexible Schedule For Auxiliary Employees.**

8 (a) For the purposes of this Agreement, "Flexible Schedule" means that the District may  
9 schedule a unit member to work on days outside of their contract work year. Unit  
10 members may exchange a full 7.5 hour day for a 7.5 hour work day.

11 (b) The following "Auxiliary Services" bargaining unit work categories may choose to be  
12 flexibly scheduled:

13 Instructional Specialist

14 Nurse

15 Project Specialist/Instructional Coach

16 Counselors

17 Psychologists

18 (c) The appropriate supervisor shall meet with the unit members working in auxiliary  
19 services for the purpose of determining the work assignments for the following work  
20 year. The following procedures shall be used:

21 (1) Managers/supervisors shall establish the parameters and conditions that unit  
22 members must use in developing proposed work schedules. Such parameters  
23 shall include the requirement that state mandated deadlines be met. The

1 proposed flex calendars may not allow more than 25% of the staff to be flexed  
2 on the same days. No more than 2 consecutive flex days may be approved.

3 (2) Unit members shall work together in a collegial manner to develop proposed  
4 schedules for themselves that will meet the criteria established in subsection  
5 (a) above. The work shall be distributed as equitably as possible.

6 (3) Unit members shall submit such proposed schedules to their supervisor for  
7 approval. The supervisor may modify or approve the proposed work  
8 schedules.

9 (4) a. The appropriate District administrator shall meet with auxiliary staff by  
10 March 1 of each year regarding changes, plans and factors that will affect  
11 assignment and workloads for the following year.

12 b. Department staff members shall meet between March 1 and April 1 to  
13 collaboratively develop proposed assignments for the following year.  
14 These proposed assignments shall be submitted by the Department Heads  
15 to the appropriate Director no later than April 1 of each year.

16 c. Before tentative assignments are made by the Director, the Director shall  
17 contact individual department staff members whose proposed assignments  
18 are under consideration for change. Following the individual contact,  
19 tentative assignments shall be presented in a meeting by the Director to  
20 the department staff members no later than April 15 of each year. This  
21 meeting shall be the final opportunity for department staff members to  
22 provide input on assignments. In any assignment decision, seniority with  
23 the District shall be one of the factors considered.

1 d. Assignments shall be made by the Director by May 30 of each year. These  
2 assignments shall be final.

3 e. Assignment changes during the current school year shall be made only as  
4 required due to changes in staffing, class location, growth, funding, or  
5 unforeseen circumstances.

6 **Section 10 – Professional Development.**

7 (1) The District shall determine when specific professional development activities are  
8 required. The unit member may complete the activity during or outside of his/her  
9 contractual day/year. If the activity is completed outside of the contractual day/year,  
10 the unit member shall be compensated at his/her per diem rate.

11 (2) Any professional development that the District offers outside the contractual work  
12 day/year on a voluntary basis and for which the District offers compensation to  
13 attend, the unit member shall be compensated at the hourly rate listed in Appendix  
14 A5.

15 (3) The Association and the District shall meet and confer on all District level  
16 professional development.

## ARTICLE X - TRANSFER AND REASSIGNMENT

### Section 1 – Definitions.

- 1
- 2 (a) Assignment is the unit member’s placement on the first day of duty with the District.
- 3 (b) Reassignment is a change in the unit member’s current placement within the same school
- 4 or administrative site.
- 5 (1) At the elementary level, this is a grade level change.
- 6 (2) At the middle and high school level(s), this is a change in the subject(s) taught or
- 7 credential area(s).
- 8 (c) Transfer is the relocation of a unit member between schools or other educational
- 9 facilities. A transfer does not include a change in one (1) or more worksite(s) of a unit
- 10 member in a position which provides services to more than one (1) worksite.
- 11 (d) A voluntary transfer/reassignment is one in which the transfer/reassignment proceedings
- 12 are initiated by the unit member.
- 13 (e) An involuntary transfer/reassignment is one in which the transfer/reassignment
- 14 proceedings are not initiated by the unit member.
- 15 (f) An opening (vacancy) is defined as a position at a school location which the District has
- 16 determined is to be filled by a regular probationary, temporary, or permanent unit
- 17 member.
- 18 (g) Transfer Request Form refers to the District form which provides receipt of the unit
- 19 member's request for transfer.
- 20 (h) Seniority means District wide certificated seniority.
- 21 (i) Transfer and reassignment does not include movement between classroom and non-
- 22 classroom assignments.
- 23

1 **Section 2 – Criteria.**

- 2 a) Seniority will be the determining factor for involuntary transfers and may be considered  
3 for voluntary transfers and/or reassignments. If seniority is not used as the determining  
4 factor in a reassignment/transfer, one or more of the following criteria may be considered  
5 to minimize disruption to the school site.
- 6 b) Criteria for reassignment/transfer when 2 or more unit members have the same seniority  
7 date is as follows:
- 8 1) Education (valid credentials at the time of reassignment/transfer, special  
9 authorization or training relative to the assignment, special skills such as  
10 Bilingual).
- 11 2) Work Record (prior/current experience for assignment, current assignment,  
12 performance evaluations rated satisfactory or higher).

13 **Section 3 – Vacancy Announcements.**

14 Notice of District vacancies shall be emailed to all bargaining unit members and copied to the  
15 association by the Human Resources Department. Copies of such notices shall be sent to the  
16 Association president, shall be posted in the District Office and mailed to unit members upon  
17 written request.

18 **Section 4 – Voluntary Reassignments.**

- 19 (a) Under normal circumstances, unit members will continue in their current placement year  
20 to year.
- 21 (b) Unit members who desire a change in grade level or work/teaching placement shall  
22 request such a change in writing to his/her immediate supervisor not later than April 1.
- 23 (c) Unit members' request for reassignment to vacant positions shall be given careful  
24 consideration based on Section 2 - Criteria and, unit members shall be given preference

1 over outside applicants. In the event a unit member does not receive the assignment  
2 requested, he/she may request and then shall be given the reasons in writing.

3 (d) Reassignment requests for vacancies occurring more than twenty (20) school days into  
4 the new school year or semester may be delayed until the following year or semester.  
5 Implementation at that point is contingent upon the existence of the position.

6 (e) Administrative recruitment of unit members is encouraged, however, no unit member  
7 shall be pressured by the Administration to seek a voluntary reassignment.

8 **Section 5 – Involuntary Reassignments.**

9 (a) When the site Administrator determines that an involuntary reassignment between school  
10 years is necessary, the reassignment may only be made for the following reasons as  
11 verified by the District. The District shall provide notification to AEA in a timely  
12 manner:

13 (1) Class size,

14 (2) Elimination or changes in program and/or funding,

15 (3) Demonstrated needs and efficient operation of the school and/or program,

16 (4) Compliance/certification issues,

17 (5) Performance renewal. – A teacher may be involuntarily reassigned no more than  
18 once every three (3) years in order to improve performance if the deficiencies in  
19 performance have been reflected in the most recent official written evaluation of  
20 the teacher.

21 (b) With the exception of Section 5(a)(5), no vacancy between school years will be filled by  
22 means of an involuntary reassignment, if in the judgment of the District, there is a  
23 qualified volunteer as set forth in Section 4 above. In no case, shall an employee be  
24 involuntarily reassigned in consecutive years and not more than two (2) times during a



1 three (3) year period.

2 (c) When the lack of a qualified volunteer necessitates an involuntary reassignment between  
3 school years, the site Administrator shall utilize the factors set forth in Section 2 -  
4 Criteria above to determine which unit member is to be reassigned.

5 (d) An involuntary reassignment may be made only after a meeting with Human Resources,  
6 AEA President, and Site Administrator had been held. A meeting will then be held with  
7 the employee and the site administrator. The unit member may choose to have a  
8 representative at such meeting.

9 (e) Unit members and the District shall receive notification of an involuntary reassignment  
10 between school years not later than June 30. Should it become necessary to involuntarily  
11 reassign a unit member after June 30, he/she shall be promptly notified.

12 (f) When the site and Human Resources determine that an involuntary reassignment is  
13 necessary mid-year based on site program needs, a meeting with Human Resources,  
14 AEA President, and Site Administrator will be held. The selection will be based upon  
15 instructional needs and what is least disruptive to students, as determined by the District.  
16 A meeting will then be held with the employee and the site administrator. The unit  
17 member will be given the reason for the reassignment in writing and may choose to have  
18 a representative at such meeting.

19 **Section 6 - Voluntary Transfers.**

20 (a) Consideration for transfer shall only be on the basis of Section 2 - Criteria. The District  
21 will consider transfers by forwarding all transfer requests to the immediate supervisor  
22 and making a decision regarding the vacancy, based on Section 2 - Criteria, prior to  
23 interviewing the candidates from outside the District. A unit member may make a request  
24 for a transfer at any time prior to the filing deadline for certificated vacancies.

- 1 (b) At any time, a unit member may file a transfer request to be considered for future  
2 vacancies. Unit members who would like to be considered for subsequent year vacancies  
3 should have a current transfer request form on file no later than May 1st.
- 4 (c) Transfer requests may specify a limited period during which the request shall be active,  
5 but no such request shall be maintained in an active status longer than one (1) year from  
6 the date received.
- 7 (d) The filing of a Request for Transfer shall be without prejudice to the unit member and  
8 shall not jeopardize his/her present assignment. The Request for Transfer may be  
9 withdrawn at any time prior to official confirmation that the transfer has been effected.  
10 A transfer has been effected at the time the receiving administrator and the applicant  
11 concur with final approval of the Superintendent or designee.
- 12 (e) Employees who submit voluntary transfer requests shall be given first consideration for  
13 any vacancy for which they are qualified. Seniority and Section 2 – Criteria shall be two  
14 of the significant criteria to filling any vacancy. A conference shall be held with the site  
15 administrator with the vacancy and the HR administrator to review all transfer requests.  
16 If no selection is made for the transfer at this meeting, the employee(s) requesting the  
17 transfer(s) will be offered an interview along with any other employees requesting a  
18 transfer and outside candidates. Upon request, the district will provide written  
19 justification for not approving the transfer request. First consideration does not give an  
20 employee the right to a position at the exclusion of out of District applicants.
- 21 (f) Data including all new positions for the current year, the names of persons transferred  
22 and newly-appointed shall be compiled and made available to the Association as soon  
23 as possible after the start of the school year.
- 24

1 **Section 7 - Involuntary Transfers.**

2 (a) When the District determines that an involuntary transfer is necessary, the transfer may  
3 be made only for the following reasons:

4 (1) To establish or maintain reasonable gender distribution of employees through the  
5 work sites.

6 (2) To establish or maintain a mix of teaching experience on each staff.

7 (3) To establish or maintain a reasonable ethnic distribution of employees throughout  
8 the work sites.

9 (4) To establish or maintain necessary capabilities at any school for bilingual  
10 instruction or any other forms of specialized program.

11 (5) To equitably or effectively provide programs and services to students.

12 (6) Performance renewal. A teacher may be involuntarily transferred no more than  
13 once every three (3) years in order to improve performance if the deficiencies in  
14 performance have been reflected in the most recent official written evaluation of  
15 the teacher.

16 (b) With the exception of Section 7(a)(6), when a proposed involuntary transfer must take  
17 place, site administration will ask for volunteers to resolve the need for the transfer.  
18 Human Resources shall review all written requests for voluntary transfers before an  
19 involuntary transfer is implemented. Any unit member who volunteers will not  
20 automatically have his/her request for transfer granted but will be considered pursuant  
21 to Section 2 - Criteria. However, if the volunteer meets all qualifications, pursuant to  
22 Section 2 - Criteria, the voluntary transfer shall be granted to avoid an involuntary  
23 transfer. If a volunteer is selected, the volunteer will be considered as an involuntary  
24 transfer for section 7 (d and e).

1 (c) In the event an appropriate volunteer is not obtained, an involuntary transfer will occur.  
2 First, a meeting with Human Resources, AEA President, and Site Administrators will be  
3 held to select the involuntary transfer. Once a selection occurs, Human Resources, AEA  
4 President, and Site Administrators will meet with the staff member(s) being considered  
5 to discuss the transfer. Upon request, the District shall provide the unit member with the  
6 reason for the transfer in writing. Only under extraordinary circumstances, shall a teacher  
7 be involuntarily transferred during their probationary contract years.

8 (d) Selection for involuntary transfers shall be based upon the factors set forth in Section 2  
9 - Criteria above. In no case, shall an employee be involuntarily transferred in  
10 consecutive years and not more than two (2) times during a three (3) year period.

11 (e) The unit member transferred must indicate his/her interest to return to his/her former  
12 position and/or school by filing a District Transfer Request Form in the Human  
13 Resources Development Office. The unit member transferred to another school will be  
14 given first consideration in returning to his/her former position and/or school, providing  
15 such assignment is available and provided the District administrative staff determines  
16 such a transfer is in the best interest of the involved school's educational program.

17 **Section 8 - Involuntary Transfer Due to Surplus Situation.**

18 Surplus Situation: A surplus situation exists when the number of employees assigned to a  
19 school exceeds the staffing allocation authorized for the school as determined by the district.

20 (a) The entire faculty of the school shall be consulted to determine if the surplus may be  
21 resolved by an employee volunteering for transfer.

22 (b) In the event there are no volunteers, an involuntary transfer due to surplus will occur.  
23 If the transfer occurs before the new school year, the employee selected to be  
24 transferred shall be determined by District seniority. If the transfer occurs after the

1 beginning of the school year, the employee selected to be transferred shall be  
2 determined by District seniority at the grade level or subject area the class or courses  
3 will be closed. Probationary teachers are exempt from surplus transfers unless all of  
4 the teachers at the grade level or subject are on a probationary contract.

5 (c) An employee transferred on an involuntary transfer due to surplus will have the right  
6 to return to the site the employee was transferred once an opening is created or to the  
7 original grade level or subject area at a different site.

8 1) In the event an opening at the employee's original site becomes available during  
9 the first year of the transfer, the employee's request to return will be granted. If there  
10 are two or more teachers requesting to return after an involuntary transfer due to  
11 surplus, district seniority will be the determining factor.

12 2) In subsequent years, opportunities to automatically return to the employee's  
13 original work site, grade level, or subject area will only be offered once after the  
14 involuntary transfer due to a surplus situation is complete. Declining the offer does  
15 not preclude future voluntary transfer requests as per Section 6 – Voluntary  
16 Transfers.

### 17 **Section 9 - Appeals**

18 If a teacher objects to a transfer, he/she may request a meeting with the Superintendent or  
19 designee and the principal. If dissatisfied with the results of this meeting, the teacher may  
20 appeal to the Board. The Board's decision shall be final.

21 **Section 10 – Administrative Transfers/Reassignments.** Under extraordinary circumstances,  
22 after conferring with the employee and the Association, the Superintendent or Superintendent's  
23 designee may transfer and/or reassign an employee for reasons other than those listed in Sections  
24 4(a) and 6(a) above. Such administrative transfers and/or reassignments shall be limited to no

1 more than two (2) occurrences in any school year, and shall not be for disciplinary or punitive  
2 reasons.

3 **Section 11 – Preparation Assistance for Reassignments and Transfers.**

4 (a) If a unit member’s assignment changes during the school year, and relocation is not  
5 needed, he/she will be given a minimum of two (2) days with the flexibility of up to five  
6 (5) days of release time for preparation needs as determined by a collaborative process  
7 between the teacher and the administrator. Human Resources will make the final  
8 determination if an agreement is not reached between the teacher and site administrator.

9 (b) If the unit member’s assignment changes during the school year and/or a relocation of  
10 classroom is needed, he/she will be allowed five (5) days release time to set up the new  
11 class, observe other comparable programs, and gather necessary materials.

12 (c) The unit member shall receive at least five (5) days’ notice of a mid-year assignment  
13 change.

14 (d) Upon request, the District shall provide assistance in moving materials whenever  
15 relocation occurs.

16



1 c. Except in extenuating circumstances, those who did not complete their Summer  
2 School assignment the previous year will be ineligible the following year.

3 d. All applications must meet the posted deadline to be considered for selection.

4 The provisions in order of priority shall be followed to select teachers from the  
5 current Bargaining Unit Members for these assignments are:

6 1. Experience teaching grades 6-12. Preference will be given to those  
7 currently assigned to teach these grades.

8 2. Current District satisfactory performance.

9 3. Remedial and/or Intervention teaching experience.

10 4. Special credentials or certificates related to content area and are Highly  
11 Qualified (HQT).

12 5. Demonstrated ability to teach with a system of support through  
13 remediation.

14 6. If all items above are equal for more than one candidate, seniority shall be  
15 the deciding factor.

16 e. Site assignments will be made based on program needs with consideration to  
17 site preference designated by the summer school applicant.

18 f. When no assignment within an applicant's current subject area  
19 assignment/credential or area of strength/teaching experience indicated is  
20 available, a placement offer may be made for any remaining vacancy.

21 (c) **Wages.**

22 (1) Teachers will earn the Summer School hourly rate per Appendix A5.

23 (2) Teachers will earn fifteen (15) minutes preparation time per day of successful  
24 Summer School teaching, and fifteen (15) additional minutes to be used at the



1 discretion of the teacher on the last week of each Summer School semester session,  
2 not to exceed a total of four (4) hours per Summer School semester session. All  
3 preparation time must be on site, and will be monitored by the site administrator as  
4 appropriate.

(d) **Assessment of Summer School Teacher Performance.**

- 5 (1) The teacher will use instructional content that will be standards aligned to the  
6 specific course.
- 7 (2) The site administrator shall visit the classrooms to monitor Summer School  
8 instruction.
- 9 (3) The site administrator shall conference with any Summer School teacher who is  
10 not performing satisfactorily and shall express specific concerns in writing to the  
11 Summer School teacher. This document will be placed only in the District's  
12 Summer School file.
- 13 (4) The District may remove an unsatisfactory Summer School teacher from his/her  
14 assignment upon written notice, if the site administrator has completed (d)(2) and  
15 (d)(3). Those teachers who are removed from their Summer School assignment,  
16 or perform unsatisfactorily, shall be ineligible to teach Summer School for the  
17 following three (3) summers.

18 **Section 2 – Elementary Extended Learning Opportunity.**

19 The District shall follow the same provisions articulated in Section 1 for Elementary Extended  
20 Learning Opportunities (Grades 2-5) with the following selection priorities. It is understood that  
21 only teachers with a Multiple Subject credential shall be considered.

- 22 (a) Experience teaching grades 2-5. Preference will be given to those currently teaching these  
23 grades.

- 1 (b) Current District satisfactory performance.
- 2 (c) Remedial and/or Intervention Teaching Experience.
- 3 (d) Special credentials or certificates related to English Language Arts and/or Mathematics.
- 4 (e) Demonstrated ability to teach with a system of support through remediation.
- 5 (f) If all the above are equal for more than one candidate, seniority shall be the deciding
- 6 factor.

7 **Section 3 – Adult Education.**

8 Notice of District Adult Education positions shall be posted at each site no later than June 30 for

9 the fall semester and November 30 for the spring semester. Assignments shall be made

10 contingent upon adequate financing and attendance.

11 **Section 4 - Summer School and Adult Education Selection Notification.**

- 12 (a) Notification of selection and assignment to summer school and adult education will be
- 13 in writing stating the location, grade and/or subject to be taught.
- 14 (b) No unit member shall be required to work in the summer school or adult programs.
- 15 However, once a unit member is selected by the District and agrees to work in a specific
- 16 program, the agreement becomes binding on both the District and the unit member
- 17 contingent upon adequate financing and student attendance.
- 18 (c) Teachers who resign from the District are considered to be also resigning from any
- 19 summer school assignment.

**ARTICLE XII - CLASS SIZE**

1 **Section 1 - Class Size.** The following class size averages at the designated levels shall be  
2 maintained at each school site. When the average class size at any elementary site exceeds the  
3 below designated numbers for three (3) consecutive weeks, reorganization will occur to adjust  
4 that average. By the end of the fourth week of each semester, the District will make adjustments,  
5 either by reorganizing classes or providing additional teaching staff, in order to meet these class  
6 sizes at middle and high school work sites.

7 **Section 2 - Determining Average Class Size at Each School Site.**

8 The District shall use the following method to maintain the class size averages at each school  
9 site:

10 Transitional Kindergarten – Grade 3 shall comply with requirements of Grade Span Adjustment  
11 (GSA). Should the GSA funding formula change the parties shall meet to reevaluate TK – 3  
12 class size averages.

13 Grades 4-5: ..... 32

14 Grades 6-12: ..... 33

- 15 (a) Elementary Level: No individual class shall exceed thirty-four (34). Combination  
16 classes in elementary grades shall be maintained at two (2) fewer students than the site  
17 grade level average, whenever possible.
- 18 (b) Secondary (grades 6-12) Core and Academic classes (i.e.: Mathematics, English-  
19 Language Arts, Science, Social Science, Foreign Language): No individual class shall  
20 exceed thirty-six (36) in core and academic subject areas. No individual core and  
21 academic subject area class shall have fewer than twenty (20) students. No individual  
22 teacher shall have more than 175 students for a five period day (35 average).
- 23 (c) No individual non-sport secondary (grades 6-12) Physical Education class shall exceed

1 fifty (50) students per class and not to exceed 225 for a five period day (45 average).

2 (d) Individual elective classes (i.e.: Industrial Arts, Computers, Home Economics,  
3 Vocational Classes) shall not exceed the number of operable workstations.

4 Instrumental and Vocal Music classes shall not exceed reasonable and safe levels.

5 (e) No full-time teacher may be assigned less than a full assignment without prior  
6 written agreement between the District and the Association. The focus and priority  
7 will remain on maintaining the lowest class sizes possible.

8 (f) The parties agree that there may be unique situations that require exceptions to the  
9 provisions set forth in this section. On these rare occasions, a meeting shall be held  
10 immediately between Human Resources, the Association, and the site administrator  
11 to discuss the exception before the implementation. Any violations within this section  
12 without the prior meeting with Human Resources, the Association, and the site  
13 administrator shall result in an immediate association grievance.

14 **Section 3 – Equitable Distribution.**

15 The Association and District agree that it is educationally sound and in the best interest of both  
16 students and teachers to balance class sizes/case loads in order to address the educational needs  
17 of all students, as permitted by law and resources. The master schedules, including class sizes,  
18 at the secondary school sites shall be collaboratively developed and produced by site  
19 administrators working with department/team chairs/leads and department/team chairs/leads  
20 who have met and consulted with teachers within their respective subject areas/teams. The  
21 master schedule shall be subject to final approval by the Principal. The District will make every  
22 effort to maintain balanced class sizes within grade levels, teams, departments and across tracks  
23 within each school site. “Balanced” in this section shall be defined at the elementary level to  
24 mean a difference of no more than two (2) students. At the middle and high school levels,

1 “balanced” shall mean a difference of no more than five (5) students between classes for specific  
2 class titles. If an imbalance occurs, the site administration shall collaborate with the affected  
3 teachers on a solution. Said solution shall be documented in writing to the District and AEA.

4 **Section 4 – Support Services Case Loads.**

5 Support personnel caseloads for Counselors and Nurses will be kept as equitable as possible.

6 **Section 5 – Extended Work Time.**

7 In order to maintain the provisions of this Article, the District may, when necessary, seek  
8 members willing to teach a sixth (6<sup>th</sup>) instructional period. All work shall be compensated at  
9 a pro-rate rate reflecting one-sixth (1/6<sup>th</sup>) of the unit member’s daily rate of pay. Opportunities  
10 to teach such extra periods will be announced through site bulletins distributed to staff at the  
11 affected school site, in staff meetings, and through departmental channels. Selection will be  
12 made consistent with the guidelines in Section 2 - Criteria of the current agreement. Upon  
13 request, the District shall provide, in writing, the rationale for selecting a probationary unit  
14 member for extended work time.

15 **Section 6 – Enrollment Reports.**

16 The District shall provide monthly class size and Special Education (per teacher, per period)  
17 student enrollment reports to the Association.

18  
19  
20  
21  
22

## ARTICLE XIII - EVALUATION PROCEDURES

### Section 1 – Definitions.

- (a) Evaluator – Unit members' immediate supervisor or any other administrator who is designated by the District
- (b) Observation – Formative assessment of a unit member to be used in the development of the evaluation
- (c) Evaluation – Written document that reflects the administrator's summative assessment of the unit member's job performance
- (d) Standard – California Standards for the Teaching Profession and District Standards (1 through 8 inclusive)
- (e) Element – Component within a Standard
- (f) Overall Standard Rating – Applies to each of the eight (8) Standards
- (g) Overall Performance Evaluation Rating – Applies to the entire evaluation document

### Section 2 - Probationary Evaluation.

- (a) Every probationary unit member shall be evaluated by an administrator in writing once each year, and not later than thirty (30) calendar days prior to the end of the school year. However, the unit member who is to receive an unsatisfactory evaluation shall receive his/her evaluation no later than sixty (60) calendar days prior to the end of the school year. A unit member who receives an overall unsatisfactory evaluation because of not meeting two (2) or more of the teaching standards, with at least one (1) or more of those to be among the standards one (1) through five (5) on the performance evaluation, shall be required to participate in the Peer Assistance and Review Program.

1 (b) The immediate supervisor shall meet with probationary employees within thirty (30)  
2 calendar days of the close of the first semester/trimester. At this meeting, the immediate  
3 supervisor shall review the teacher's performance in the first semester/trimester and  
4 inform the unit member about any concerns. In addition, the immediate supervisor shall  
5 provide the unit member with a written assistance plan designed to allow the unit  
6 member to make necessary improvements.

7 **Section 3 - Permanent Evaluation.**

8 (a) Every permanent unit member shall be evaluated by an administrator in writing every  
9 other year, and not later than thirty (30) calendar days prior to the end of the school  
10 year. However, the unit member who is to receive an unsatisfactory evaluation shall be  
11 evaluated no later than sixty (60) calendar days prior to the end of the school year.

12 (b) Upon agreement between the unit member and the evaluator, permanent unit members  
13 who have worked for Alvord Unified School District for at least 10 years, are highly  
14 qualified, and their four previous overall performance evaluations rate them as "Meets  
15 or exceeds district standards", may be evaluated every 5 years. The bargaining unit  
16 member or the evaluator may withdraw consent at any time.

17 (c) A unit member who receives an overall rating in a standard of "unsatisfactory" or "needs  
18 to improve" may be evaluated during the following year. Upon request of a unit  
19 member, he/she may be evaluated during a year in which he/she is not scheduled for an  
20 evaluation.

21 (d) A unit member who receives an overall unsatisfactory evaluation because of not  
22 meeting two (2) or more of the teaching standards, with at least one (1) or more of  
23 those to be among the standards one (1) through five (5) on the performance

1 evaluation, shall be required to participate in the Peer Assistance and Review  
2 Program.

**Section 4 - Evaluation of Coaching Positions.**

3 (a) Coaching evaluations shall be maintained separately from a unit member's evaluation  
4 of his/her primary responsibilities and shall not be filed in the employee's personnel  
5 file.

6 (b) Certificated unit members in coaching positions may be evaluated in writing by the  
7 administrator(s) assigned by the site principal to be in charge of athletics. Coaches shall  
8 be formally observed at least once during their sport season. Performance observed less  
9 than satisfactory shall be observed a second time unless the severity of an incident  
10 warrants immediate intervention. Evaluations may be developed from direct  
11 observations. If other information, including hearsay information, is to be utilized in the  
12 written evaluation, such information may be used if it has been verified through an  
13 investigation conducted by the District, and has been reviewed by the unit member prior  
14 to the development of the evaluation document.

15 (c) Assistant coaches may be evaluated as well, using the appropriate forms.

16 (d) Within the coaching evaluation, only procedures are subject to the grievance process.

17 (e) Evaluations with one (1) or more overall standards determined to be less than  
18 satisfactory shall cause the position to be reopened.

**Section 5 – Waiver Evaluation.**

19 (a) Every certificated unit member working under a “variable term waiver” shall be  
20 evaluated on an annual basis until such time that the unit member qualifies and is  
21 granted an emergency, intern, preliminary or clear credential. Evaluations must reflect  
22



1 that the unit member has performed satisfactorily in the position. This section applies  
2 to both probationary and tenured teachers.

3 (b) Should the evaluation reflect that the unit member has not performed satisfactorily in  
4 the position, the unit member shall be transferred to an open position for which the unit  
5 member is credentialed or credentialable to teach. This section does not preempt the  
6 District's right to non-reelect probationary employees.

7 (c) When a waiver is no longer required, the unit member shall be evaluated according to  
8 this Article beginning the subsequent year.

9 **Section 6 - Evaluation Notification.** The District shall provide information regarding evaluation  
10 criteria and procedures prior to the beginning of the school year. At this time each unit member  
11 shall receive written notification of his/her right to be represented in any meeting with a  
12 supervisor which the employee reasonably believes may lead to a negative evaluation. Each unit  
13 member to be evaluated shall be informed of his/her evaluator within thirty (30) days of the  
14 beginning of the unit member's work year. In the case of unit members assigned or reassigned  
15 after the beginning of the school year, such notification shall occur within thirty (30) calendar  
16 days of the assignment. In the event of an unforeseen circumstance, the District reserves the right  
17 to designate an alternate evaluator. In the event a unit member is transferred during the school  
18 year the unit member will be evaluated by the administrator under whom the unit member spent  
19 the major part of the school year according to the provisions in Section 6.

20 **Section 7 - Alternate Evaluator.**

21 The unit member may request the District to assign an alternate evaluator; however, the District  
22 reserves the right to deny the request.

1 **Section 8 - Procedures for Evaluation and Assessment.**

2 (a) The District shall evaluate and assess teaching employee competency as it relates to each  
3 of the performance standards one (1) through eight (8), as rated on the performance evaluation  
4 and as specified in California Education Code Section 44662:

- 5 (1) Engage and support all students in learning.
- 6 (2) Create and maintain effective environments for student learning.
- 7 (3) Understand and organize subject matter for student learning.
- 8 (4) Plan instruction and design learning experiences for all students.
- 9 (5) Assess student learning.
- 10 (6) Develop as a professional educator.
- 11 (7) Student progress towards the attainment of academic standards.
- 12 (8) Professional behavior.

13 (b) The District shall evaluate and assess non-teaching employee competency as it relates  
14 to each of the following:

- 15 (1) Adherence to established procedures.
- 16 (2) Fulfillment of responsibilities and duties to students, parents, and staff.
- 17 (3) Demonstrated knowledge and skills of the assignment.

18 (c) For the purpose of (b) above, the following positions shall be evaluated as "non-  
19 teaching" employees:

- 20 (1) Counselor
- 21 (2) Nurse
- 22 (3) Psychologist
- 23 (4) Specialist

1 (d) The evaluation and assessment of employee competency shall not include the use of  
2 publishers' norms established by standardized tests.

3 (e) The evaluator shall conduct at least two (2) classroom (or other appropriate setting)  
4 observations during the evaluation year. At least three (3) observations shall be  
5 conducted for a unit member whose performance is less than satisfactory. Observations  
6 shall be fifteen to sixty (15-60) minutes in duration and one (1) shall be prescheduled  
7 at least three (3) school days in advance. The evaluator shall provide the unit member  
8 with an opportunity to discuss alternative observation dates. At least one (1)  
9 observation shall be conducted prior to January 31.

10 A unit member shall receive a written report of each formal observation within ten (10)  
11 work days. If the written observation report identifies less than satisfactory  
12 performance, the evaluator shall make specific suggestions for improvement, which  
13 may include providing assistance to the unit member. Within ten (10) days, a  
14 conference date will be scheduled to discuss an observation report which identifies less  
15 than satisfactory performance or areas of concern. The conference will be held within  
16 a reasonable amount of time.

17 These provisions do not preclude non-scheduled visitations and observations as an  
18 additional useful assessment technique, nor does it preclude observations or visitations  
19 during a year in which the unit member is not being evaluated. If less than satisfactory  
20 performance is observed, the teacher will be notified within a reasonable amount of  
21 time.

22 (f) Whenever there is a condition or occurrence that may adversely impact the ability of  
23 the administrator to meet the timelines, the District and the Association shall meet to  
24 develop an alternative timeline.

- 1 (g) Any condition or occurrence during the school year that has adversely impacted the  
2 ability of a unit member to perform satisfactorily shall be taken into consideration at the  
3 time the evaluation document is prepared.
- 4 (h) Evaluations shall be based on the direct observation of a unit member by the assigned  
5 evaluator. If other information, including hearsay information, is to be utilized in the  
6 written evaluation, such information may be used if it has been verified through an  
7 investigation conducted by the District, and has been reviewed by the unit member prior  
8 to the development of the evaluation document.
- 9 (i) A meeting shall be held between the unit member and the evaluator to discuss the  
10 evaluation at which time the unit member shall receive the evaluation. In the event an  
11 employee receives a rating of less than satisfactory, the employee shall receive the  
12 written evaluation at least three (3) days prior to the conference. If the unit member  
13 intends to include an Association representative in the evaluation conference, notice of  
14 such intent shall be given to the evaluator at least two (2) days prior to the conference.
- 15 (j) If the unit member's evaluation is "unsatisfactory" in any standard, he/she shall be  
16 evaluated the following year in all standards.
- 17 (k) The unit member's signature signifies only that the evaluation report has been received.  
18 The unit member will be provided the opportunity to review, discuss, and make written  
19 attachments to or comments on the evaluation form.
- 20 (l) The unit member has the right to initiate a written response to the evaluation. Such  
21 response shall become a permanent attachment to the copy of the evaluation in the unit  
22 member's personnel file.
- 23 (m) No unit member will be required to assess his/her own performance.  
24

1 **Section 9 - Assistance Plan.**

2 (a) (1) If the unit member's evaluation is "unsatisfactory" in any standard, he/she shall be  
3 evaluated the following year in all standards. (2) At any time during a school year  
4 the District shall notify a unit member in writing when his/her job performance is  
5 observed as less than satisfactory and the reasons the evaluator has made such  
6 determination. In this event, the District and the unit member shall meet to discuss  
7 specific weaknesses and recommendations for improvement of the unit member's  
8 performance, which may include mutually developing an Assistance Plan.

9 (b) If a unit member's evaluation includes an overall rating in a standard of "needs to  
10 improve," an Assistance Plan may be developed to specifically address identified  
11 weaknesses and describe a process for improvement.

12 (c) If a permanent unit member's evaluation includes an overall rating in a standard of  
13 "unsatisfactory," such a Plan shall be developed.

14 (d) **Implementation of Assistance Plan.**

15 (1) The evaluator shall identify areas of job performance needing improvement.

16 (2) The Plan shall be designed to assist in improving unit members' job performance  
17 in a single standard at a time although more than one standard may be addressed  
18 in a single Plan. The focus of the Assistance Plan does not eliminate the unit  
19 member's responsibility to remediate all areas of identified weaknesses.

20 (3) The unit member and the evaluator shall mutually develop the Assistance Plan and  
21 its activities cooperatively; however, the evaluator retains the right of final  
22 approval of the Plan.

23 (4) The Assistance Plan shall include a timeline appropriate to the concerns identified  
24 with provisions for conferencing and assessment of progress.

1 (5) Observations shall be reasonable in frequency, number and duration.

2 (6) The Plan shall not require attendance at activities beyond the unit member's regular  
3 work day other than those defined in Article IX, Section 6, without extra pay at the  
4 negotiated hourly rate.

5 (e) **Assessment of Assistance Plan.**

6 (1) There shall be a conference and written assessment at the conclusion of the Plan at  
7 which time the evaluator shall inform the employee as to whether or not the goals  
8 of the Plan have been satisfactorily achieved. An additional Assistance Plan may  
9 be developed if the goals of the Plan have not been achieved.

10 **Section 10 - Evaluation and Grievance.**

11 (a) Within Article XII, only the evaluation procedures are subject to the grievance  
12 procedure.

13 (b) If a grievance is filed relating to the evaluation procedures as set forth in this Article,  
14 evaluation materials will be withheld from the personnel file until the grievance process  
15 is exhausted.

16 **Section 11 - Personnel Files.**

17 (a) Evaluation reports/documents of probationary and permanent unit members shall be  
18 placed in their personnel file and each unit member shall receive a copy of the  
19 evaluation. Materials placed in a unit member's personnel file shall be signed and dated  
20 by the author of the materials.

21 (b) **Access.** Materials in personnel files of unit members that may serve as a basis for  
22 affecting the status of their employment are to be made available for the inspection of  
23 the person involved.

1 Every unit member shall have the right to inspect these materials upon request, provided  
2 that the examination is made at a time when the person is not actually required to render  
3 services to the District.

4 Upon written authorization by the unit member, a representative of the Association shall  
5 be permitted to examine and/or obtain copies of materials in such unit member's  
6 personnel file. The District shall keep a log indicating the persons who have requested  
7 to examine a personnel file, excluding employees of the Human Resources Office, as  
8 well as the dates such requests were made.

9 (c) **Derogatory Information.** Information of a derogatory nature shall not be entered or  
10 filed until after the unit member has been informed of his/her right to review and  
11 comment thereon. A unit member shall have the right to enter and have attached to  
12 such derogatory statement his/her own comments. Such review shall take place during  
13 normal business hours, and the unit member shall be released from duty for this purpose  
14 without salary deduction.

15 (d) **Written Complaints.** Within ten (10) workdays, the District shall notify a unit member  
16 when a formal complaint is filed by a member of the public or another employee. Said  
17 complaint shall be investigated by the unit member's site administrator.

18 If the site administrator determines the complaint to be false, it shall be disregarded or  
19 amended to reflect the facts. Information from unidentified complainants shall not  
20 adversely affect a unit member's evaluation.

21 **Section 12 – Lesson Plans.**

22 (a) For purposes of this article, the unit members shall determine the lesson plan format.  
23 Lesson plans shall include objectives, activities, assessments and/or a method of  
24 checking for student understanding.

1 (b) Non-permanent unit members may be required to turn in lesson plans on a weekly  
2 basis. The administrator shall determine the day on which they shall submit their  
3 plans. Permanent unit members shall have current weekly lesson plans available in  
4 their classroom. Copies of lesson plans shall be provided, within reason, as requested  
5 by the administration.



## ARTICLE XIV – PEER ASSISTANCE AND REVIEW

### Section 1 - Purpose.

The Alvord Unified School District and the Alvord Educators Association are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of the Peer Assistance and Review Program to provide assistance to permanent teachers employed by the District who are in need of or desire peer support, in subject matter knowledge or teaching methods which address the California Standards for the Teaching Profession. This program shall hereinafter be entitled Peer Assistance and Review or PAR.

### Section 2 - Definitions for Purposes of This Article.

- (a) “Classroom Teacher” or “Teacher” – a unit member who is evaluated according to the standards of the teaching profession.
- (b) “Participating Teacher” – a unit member who is a classroom teacher who either volunteers or is required by this Agreement to participate in the Program.
  - (1) “Referred Participating Teacher with an overall unsatisfactory evaluation” – a unit member with permanent status who has received an overall unsatisfactory evaluation because his/her evaluator has determined that she/he does not meet two or more of the teaching standards, with at least one (1) or more of those to be among the standards one (1) through five (5) on the performance evaluation.
  - (2) “Voluntary Participating Teacher” – any permanent teacher other than a Referred Participating Teacher.
- (c) “Consulting Teacher” – an exemplary teacher meeting the requirements of Section 3(a)(4)(b) who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.

1 (d) “Support Providers” – exemplary teachers meeting the requirements of Section 3(c)(3)  
2 who are selected by the Joint Panel to provide peer assistance to a Beginning Teacher  
3 in the BTSA Program.

4 (e) “Evaluator” – an administrator appointed by the District to evaluate a certificated  
5 teacher.

6 **Section 3 – Governance and Program Structure.**

7 (a) **Joint Panel.**

8 (1) The Peer Assistance and Review Program (PAR) will be administered by a Joint  
9 Panel consisting of seven (7) members, four (4) classroom teachers selected  
10 through a process determined by the Association, and three (3) appointed by the  
11 District. Qualifications for the teacher panel members shall be the same as those  
12 for Consulting Teachers as set forth in Section 3(b). A Joint Panel member’s term  
13 shall be two (2) years. A teacher member may reapply at the expiration of his/her  
14 term. The Panel shall establish a procedure for selecting the Chair and Secretary.  
15 The terms of the Chair and Secretary shall be one (1) year, and the positions shall  
16 alternate between the Association and the District. The Chair shall be a full voting  
17 member of the Panel.

18 (2) The Joint Panel will make through consensus all decisions in the areas of  
19 appointments, reports and recommendations to the Board of Education, and  
20 Program plan and budget. Five (5) members, including at least three (3) teachers,  
21 shall constitute a quorum. Failing consensus, decisions will be made by a super  
22 majority vote of the members present.

23 (3) The Joint Panel’s primary responsibilities are to establish the annual PAR Program  
24 and budget, subject to Board of Education approval, and to select and oversee

1 Consulting Teachers and to select Support Providers. In addition the Panel is  
2 responsible for:

- 3 a. submitting to the Governing Board recommendations regarding Referred  
4 Participating Teachers, including forwarding the names of any individuals  
5 who, after sustained assistance, are unable to demonstrate satisfactory  
6 improvement;
- 7 b. making an annual report to the Governing Board and the Association  
8 regarding the impact of the Program, its overall effectiveness, and  
9 recommendations for improvement in the Program;
- 10 c. assigning the Consulting Teachers;
- 11 d. reviewing Consulting Teachers' reports on Referred Participating Teachers;
- 12 e. reviewing the effectiveness of the Consulting Teachers in their roles, and  
13 conferring with the Consulting Teacher when deficiencies in their service have  
14 been noted;
- 15 f. removing a Consulting Teacher from his/her position at any time because of  
16 the specific needs of the PAR Program, unsatisfactory performance of the  
17 Consulting Teacher, or for other reasons which serve the PAR Program's best  
18 interest, provided the Joint Panel has first met with the Consulting Teacher to  
19 discuss the reasons for said removal;
- 20 g. coordinating with the District to provide training for Consulting Teachers, for  
21 panel members, and where appropriate, for any participating teachers;
- 22 h. forwarding to the Educational Services office at the end of the year all the  
23 records regarding the Program implementation, which shall be filed separately  
24 from the individual personnel records, except the Consulting Teacher's

1 written report for referred participating teachers as set forth in Section  
2 3(b)(7)e, which shall be placed in the individual's personnel file; and

- 3 i. establishing internal operating procedures and regulations necessary to carry  
4 out the requirements of the Education Code and this section of the Agreement.

5 (4) The Joint Panel shall use the following procedure for establishing the annual  
6 Program plan and budget:

- 7 a. By April 1 of each fiscal year the Joint Panel will establish a Program and  
8 budget for the succeeding year, based upon:

9 1. the estimated state revenues for the Program;

10 2. the estimated expenditures, involving:

11 i. projected number of Participating Teachers;

12 ii. projected number of Consulting Teachers and Support Providers  
13 needed to serve the projected need;

14 iii. release time for the Panel and Consulting Teachers within the  
15 parameters as established by the District and the Association shall  
16 not exceed twenty (20) days;

17 iv. pay for Consulting Teachers that is consistent with the pay  
18 parameters established by the District and the Association; and

19 v. projected costs for training, administrative overhead, and if  
20 necessary, legal and consulting assistance.

- 21 b. By April 15, the Program plan/budget will be reviewed by the Superintendent  
22 or designee and the Association. If the plan/budget is not accepted by both  
23 parties, it will be sent back to the Panel for revision, prior to submission to the  
24 Board of Education for approval.

1 (b) **Consulting Teacher.**

2 (1) A Consulting Teacher is a teacher who provides assistance to a Participating  
3 Teacher pursuant to the PAR Program. The qualifications for the Consulting  
4 Teacher shall be set forth in the Rules and Procedures, with the following  
5 minimum qualifications:

- 6 a. Credentialed bargaining unit member with permanent status.
- 7 b. At least seven (7) years of credentialed teaching experience, of which the  
8 last five (5) years must be full-time classroom instructional experience in  
9 the Alvord Unified School District.
- 10 c. Shall demonstrate exemplary teaching ability, effective communication  
11 skills, subject matter knowledge and mastery of a range of teaching  
12 strategies necessary to meet the needs of pupils in different contexts as  
13 indicated by a variety of criteria including the evaluation document.

14 (2) In filling a position of Consulting Teacher, each applicant is required to submit  
15 one confidential reference from each of the following individuals with specific  
16 knowledge of his or her expertise:

- 17 a. A reference from a site principal or other supervisor.
- 18 b. A reference from a professional colleague.
- 19 c. A reference from another bargaining unit member.

20 (3) Consulting Teachers shall be selected and submitted for approval to the Board  
21 of Education by a super majority vote (two-thirds) of the Joint Panel following  
22 classroom observations by at least one (1) Association member and one (1)  
23 administrator concurrently.

- 1 (4) The term of the Consulting Teacher shall be three (3) years, and she/he may  
2 reapply for additional terms.
- 3 (5) The Consulting Teacher shall continue to have all rights of bargaining unit  
4 members.
- 5 (6) Each assigned Consulting Teacher shall receive an annual stipend ranging from  
6 \$1,000 to \$3,000, based on the criteria listed in 7(e), and shall not be assigned  
7 more than two (2) Participating Teachers. The Consulting Teacher shall assist  
8 Participating Teachers by modeling, observing, coaching, conferencing, or other  
9 activities, which, in his/her professional judgment, will assist the Participating  
10 Teacher.
- 11 (7) A Consulting Teacher shall be provided release time as determined by the Panel  
12 within the parameters as established by the District and the Association:
- 13 a. The Consulting Teacher shall meet with the Referred Participating  
14 Teacher's current evaluator to discuss the implementation of that teacher's  
15 PAR assistance plan. The Referred Participating Teacher may attend any  
16 such meeting between the current evaluator and Consulting Teacher.
- 17 b. The Consulting Teacher shall meet with the Referred Participating Teacher  
18 no later than four (4) weeks after referral to discuss the notification from  
19 the PAR Panel, to establish mutually agreed upon performance goals, and  
20 develop their PAR assistance plan and a monitoring schedule.
- 21 c. The Consulting Teacher shall conduct multiple observations of the  
22 Referred Participating Teacher's performance with students, and meet with  
23 the Referred Participating Teacher to review and discuss observations.

1 d. The Consulting Teacher shall monitor the progress of the Referred  
2 Participating Teacher and shall provide periodic written reports to the  
3 Referred Participating Teacher for discussion and review prior to sending  
4 periodic written reports to the Panel.

5 e. A minimum of one time each semester, the Consulting Teacher shall  
6 complete a checklist/accountability log along with a written report  
7 consisting of a description of: (1) the assistance provided by the Consulting  
8 Teacher and (2) the Referred Participating Teacher's progress toward goals  
9 set forth in the PAR assistance plan including the following:

10 1. A copy of the Consulting Teacher's report shall be submitted to  
11 and discussed with the Referred Participating Teacher to  
12 receive his or her input and signature before it is submitted to  
13 the Joint Panel.

14 2. The Referred Participating Teacher's signing of the report does  
15 not necessarily mean an agreement, but rather that he or she has  
16 received a copy of the report.

17 3. The Consulting Teacher shall submit the above final report to  
18 the Joint Panel.

19 4. The Referred Participating Teacher shall have the right to  
20 submit a written response, within ten (10) work days, and have  
21 it attached to the final report.

22 5. The Referred Participating Teacher shall also have the right to  
23 request a meeting with the Joint Panel, and to be represented at  
24 this meeting by an Association representative.

1                                   6. The results of the Referred Participating Teacher's  
2                                   participation in the PAR Program shall be placed in his or her  
3                                   personnel file, but the document shall not be used in the  
4                                   performance evaluation of the Referred Participating Teacher.

5       (c) **Support Provider.**

6                   (1) A Support Provider is a classroom teacher who provides assistance to non-  
7                   permanent teachers pursuant to new teacher programs. The Support Providers may  
8                   be assigned one (1) or a group of beginning teachers for whom he/she will provide  
9                   assistance or training.

10                  (2) The selection process for Support Providers shall be the same as those for  
11                  Consulting Teachers.

12                  (3) The minimum selection qualifications for Support Providers shall be as follows:

13                   a. Credentialed bargaining unit member with permanent status.

14                   b. Shall demonstrate exemplary teaching ability, effective communication skills,  
15                   subject matter knowledge and mastery of a range of teaching strategies  
16                   necessary to meet the needs of pupils in different contexts as indicated by a  
17                   variety of criteria including the evaluation document.

18                  (4) Unless otherwise indicated, Support Providers will serve a three-year term.

19                  (5) After selection by the Joint Panel, assignments for the Support Providers will be  
20                  made by the District. Support Provider training and assistance programs shall be  
21                  administered and supervised by the District.

22       (d) **Participating Teacher.**

23                  (1) Referred Participating Teacher



- 1 a. Any permanent teacher who has received an overall unsatisfactory because  
2 of not meeting two (2) or more of the teaching standards, with at least one  
3 (1) or more of those to be among the standards one (1) through five (5) on  
4 the performance evaluation, must participate in the program.
- 5 b. The Consulting Teacher's PAR assistance plan shall be based on the  
6 specific areas identified as unsatisfactory in the evaluation document.
- 7 1. The Evaluator and the Consulting Teacher assigned shall meet and  
8 discuss the recommended areas of improvement outlined by the  
9 Evaluator and the types of assistance that should be provided by the  
10 Consulting Teacher.
- 11 2. These performance goals for the PAR assistance plan shall be clearly  
12 stated and aligned with the California Standards for the Teaching  
13 Profession, contractual evaluation procedures, and consistent with  
14 Education Code Section 44662.
- 15 3. The Consulting Teacher and the Referred Participating Teacher shall  
16 meet to discuss the plan for assistance. After that meeting, the  
17 Consulting Teacher will provide the assistance set forth in this article.
- 18 c. At the end of the time period specified in the PAR assistance plan, the  
19 Consulting Teacher shall complete a written report describing the teacher  
20 participation in the Program. This report shall consist of a description of:  
21 (1) the assistance provided by the Consulting Teacher and (2) the  
22 Participating Teacher's progress toward goals set forth in the PAR  
23 assistance plan.

- 1 d. The Referred Participating Teacher will continue participating in the  
2 Program not to exceed one (1) year or until the Joint Panel determines that  
3 she/he will no longer benefit from participation or the Referred  
4 Participating Teacher receives a satisfactory performance evaluation.
- 5 e. The names of Referred Participating Teachers who, after sustained  
6 assistance, are not able to demonstrate satisfactory improvement will be  
7 forwarded by the Joint Panel to the Board of Education.
- 8 f. The Referred Participating Teacher may request one (1) time only that the  
9 Joint Panel change his/her assigned Consulting Teacher, if such request is  
10 made within three (3) months of the beginning of his/her participation in  
11 the PAR program.

12 (2) Volunteer Participating Teacher

- 13 a. A Volunteer Participating Teacher is a classroom teacher with permanent  
14 status who volunteers to participate in the PAR Program. Volunteer  
15 Participating Teachers will receive peer assistance only. The Consulting  
16 Teacher shall not document any performance review of a Volunteer  
17 Participating Teacher. A Volunteer Participating Teacher may terminate  
18 his/her participation in the program at any time.
- 19 b. Volunteer Participating Teachers shall be given assistance only after the  
20 needs of Referred Participating Teachers have been met.
- 21 c. A Volunteer Participating Teacher shall select his/her Consulting Teacher  
22 from a list of Consulting Teachers provided by the Joint Panel. A  
23 Volunteer Participating Teacher may request a change of his/her  
24 Consulting Teacher at any time.

1 d. Permanent teachers with satisfactory performance are not mandated by law  
2 to participate in the program. Therefore, neither the Consulting Teacher  
3 nor the Joint Panel will forward to the Board the names of individual  
4 Voluntary Participating Teachers or report on the outcome of their  
5 participation. Time and activities will be documented by the Consulting  
6 Teacher and forwarded to the Joint Panel.

7 e. The Consulting Teacher's final written report will be provided to the  
8 Voluntary Participating Teacher and will not be forwarded to the Joint  
9 Panel.

10 **Section 4 – Budget Priorities and Considerations.**

11 (a) The District shall not be required to allocate any other funds for the Program set  
12 forth in this Article except those funds provided by the Legislature for its  
13 implementation.

14 (b) The Joint Panel shall annually recommend to the Board of Education a budget to  
15 fund the direct program and administrative expenses of the Peer Assistance and  
16 Review Program set forth in this Article.

17 (c) The Program plan/budget will include planning and training. The annual stipend for  
18 the bargaining unit members on the Joint Panel shall be \$3,000. The stipend shall  
19 be paid tenthly.

20 **Section 5 – Other Provisions.**

21 (a) Unit members who serve as Joint Panel members, Consulting Teachers or Support  
22 Providers under this Article shall not perform functions considered to be either  
23 management or supervisory as defined by Government Code.

- 1 (b) Unit members who perform functions as Consulting Teacher or Joint Panel members  
2 under this article shall have the same protection from liability and access to  
3 appropriate defense as other public school employees pursuant to California  
4 Government Code.
- 5 (c) All documents and information relating to the participation in the program will be  
6 regarded as a personnel matter and subject to the personnel record exemption of the  
7 California Public Records Act (Government Code Section 6250, et seq.). The annual  
8 evaluation of the Program's impact, excluding any information on identifiable  
9 individuals, shall be subject to disclosure under the Public Records Act.
- 10 (d) All parts of the selection process for Consulting Teachers will be treated as  
11 confidential and will not be disclosed except as required by law.
- 12 (e) Expenditures for this Program shall not exceed funds made available through the  
13 State Budget Act for implementation of Education Code 44505-44506.
- 14 (f) All proceedings and materials related to PAR evaluations, reports and other  
15 personnel matters shall be strictly confidential. Therefore, Joint Panel members and  
16 Consulting Teachers may disclose such information only as necessary to administer  
17 this Article.
- 18 (g) The parties agree to meet and renegotiate the provisions of the Peer Assistance and  
19 Review Program as needed.
- 20 (h) Any complaints by unit members arising under this Article shall be referred to the  
21 Joint Panel for resolution.
- 22 (i) Nothing within this Article shall prevent the District from initiating disciplinary  
23 action against a bargaining unit member consistent with the provisions of Collective  
24 Bargaining Agreement and/or operative law.

**ARTICLE XV - LEAVE PROVISIONS**

1 **Section 1 - General Provisions.** The benefits which are expressly provided by this Article are  
2 the sole leave benefits which are part of this collective Agreement, and it is agreed that the other  
3 statutory or regulatory leave benefits which unit members are entitled to are not incorporated,  
4 either directly or implied, into this Agreement, nor are such other benefits subject to the grievance  
5 procedure, Article V. All requests for leave, other than those covered by Section 3 (personal  
6 illness and injury leave), require the completion of a Certificated Leave Request form.

7 **Section 2 - Definition of Immediate Family.** For purposes of leave provisions of this Article,  
8 an immediate family member of the employee shall be limited to:

9 spouse	step-child	step-grandchild
10 mother	grandfather	son-in-law
11 mother-in-law	grandfather-in-law	daughter-in-law
12 father	grandmother	brother
13 father-in-law	grandmother-in-law	sister
14 child	grandchild	sister-in-law
15 brother-in-law	step-parent	
16 any relative living in the immediate household of the employee		

17 **Section 3 – Absence Reporting.**

18 (a) All unit members shall contact the District designated number to report an absence  
19 prior to 6:00 a.m. whenever possible. This will permit the employer time to secure  
20 substitute service, when necessary. Except in cases of emergency, failure to provide  
21 adequate notice shall be grounds for denial of leave with pay or for other appropriate  
22 disciplinary action. Unless the unit member who has been absent from the job notifies  
23 the office designated by the District by 3:00 p.m. that he/she will not return the  
24 following day, the substitute will be released from the assignment at the end of the  
25 school day.

- 1 (b) For the purpose of reporting, all unit members who are absent for any portion of or the  
2 entire contract day shall have deducted the time absent from the appropriate leave.  
3 Absences will be reported to the nearest quarter hour.

4 **Section 4 - Personal Illness and Injury Leave**

- 5 (a) Full-time unit members shall be entitled to one (1) full day of leave with full pay for  
6 each full school month of each school year worked. Such leave shall be for the purposes  
7 of personal illness or injury, or for routine medical and dental appointments which  
8 cannot reasonably be scheduled during non-working hours. Unit members, excluding  
9 hourly employees, who work less than full-time shall be entitled to that portion of the  
10 leave as the number of hours per week of scheduled duty relates to the number of hours  
11 for a full-time unit member in a comparable position. A unit member may use  
12 accumulated sick leave for illness and/or injury. Upon verification, a unit member may  
13 use in any calendar year unlimited number of days of accumulated sick leave to attend  
14 to the illness of a child, parent, or spouse pursuant to Section 233 of the Labor Code.
- 15 (b) If a unit member does not utilize the full amount of leave as authorized in (a) above in  
16 any school year, the amount not utilized shall be accumulated from year to year.
- 17 (c) Unit members shall be notified of their accumulated leave no later than September 1 of  
18 each year.
- 19 (d) After all earned leave as set forth in (a) and (b) above is exhausted, additional non-  
20 accumulated personal illness and injury leave shall be available for a period not to  
21 exceed five (5) school months for the same illness or injury, provided that the provisions  
22 of (e) below are met. The amount deducted for leave purposes from the unit member's  
23 salary shall be the amount paid a substitute employed to fill the position during the

1 leave, or, if no substitute is employed, the amount which would have been paid to a  
2 substitute.

3 (e) Upon written request by the District, and for legitimate District reasons, a unit member  
4 shall be required to present a medical doctor's certificate verifying a request for the  
5 personal illness or injury and/or a medical authorization to return to work following  
6 such leave. The unit member shall not misuse the personal illness and injury leave or  
7 refuse to cooperate with a request for verification. If the report concludes that the  
8 absence is not due to personal illness or injury, or that the illness is not sufficiently  
9 severe to warrant continued absence, then the Superintendent or designee, after notice  
10 to the unit member, may refuse to grant such leave. Before a unit member returns to  
11 work, the District may require an authorization from a physician appointed by the  
12 District and/or the unit member's physician.

13 (f) In cases in which a unit member is aware that he/she will be absent for twenty (20) days  
14 or more, the unit member shall notify the immediate supervisor of the anticipated length  
15 of absence.

16 **Section 5 - Personal Necessity/Personal Business Leave.**

17 (a) **Personal Business Leave:** Three Personal Business Leave days may be used for any  
18 reason at any time without prior approval. The absence will be charged to the unit  
19 member's accumulated leave.

20 (b) **Personal Necessity Leave:** During any school year, any accumulated days of leave of  
21 absences for illness or injury may be used by the employee for personal necessity as  
22 listed in 5(c) below. Requests for personal necessity leave days must be approved by  
23 the Superintendent or appropriate administrator and, if granted, the absence will be  
24 charged to the unit member's accumulated leave. Upon written request by the District,

1 and for legitimate District reasons, a unit member shall be required to present  
2 documentation verifying the reason for personal necessity leave.

3 (c) For purposes of this provision, personal necessity shall be limited to:

4 (1) Death of a member of the unit member's immediate family or relative when the  
5 number of days of absence exceeds the limit provided in the Bereavement Leave  
6 section or the death involves a person not within the definition of immediate family  
7 under Bereavement Leave.

8 (2) An accident which is unforeseen involving the unit member's person or property,  
9 or the person or property of unit member's immediate family or relative.

10 (3) An illness of a member of the unit member's immediate family or relative which is  
11 serious in nature, which under the circumstances the unit member cannot  
12 reasonably be expected to disregard, and which requires the attention of the unit  
13 member during his/her assigned hours of service.

14 (4) Absence due to natural phenomena which prevents unit members from reaching  
15 work.

16 (5) Personal necessity leave which is certified by the employee to be serious in nature,  
17 including circumstances the employee cannot disregard, which requires the  
18 employee's attention during assigned work hours. Such days shall not be used for  
19 vacation, to extend holidays or scheduled recesses, or on any student release day.

20 (6) Appearance for the U.S. Armed Forces pre-induction physical examination.

21 (7) Absence for the purpose of observing a religious holiday of the unit member's faith.

22 (8) Other reasons authorized by the Superintendent or his/her designee.

23 (d) In extraordinary circumstances, a unit member may be granted up to a maximum of two

24 (2) days of leave for personal convenience with prior approval of the Superintendent



1 during any school year. Deduction for such approved leave shall be at the prevailing  
2 substitute rate. Leave under this provision is not cumulative from year to year.

- 3 (e) Whenever possible, the unit member will obtain prior written approval from the  
4 appropriate administrator. Should the circumstances outlined in paragraph (c)1 through  
5 5 arise, the unit member shall verify in writing immediately upon return to duty that the  
6 personal necessity/personal business leave was used for purposes as set forth in Section  
7 5(c) above. A unit member will be subject to appropriate disciplinary action if the leave  
8 was used for purposes other than stipulated.

9 **Section 6 - Bereavement Leave.** When a death occurs in the immediate family of the unit  
10 member, or the death is any person or persons living in the immediate household of the unit  
11 member, the employee shall be entitled to three (3) days paid leave of absence for bereavement.  
12 This leave shall be extended, upon request of the employee, to a period not to exceed five (5)  
13 days if round-trip travel of six hundred (600) or more miles is required to attend or arrange for  
14 the funeral. Bereavement Leave shall be exhausted before the unit member may utilize personal  
15 necessity/personal business leave under Section 5 of the Agreement.

16 **Section 7 - Leave for Pregnancy Disability.**

- 17 (a) Unit members are entitled to use leave as set forth in Section 4(a), (b), and (d) for  
18 disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery  
19 from the same terms and conditions governing leaves of absence from other illness or  
20 medical disability. Such leave shall not be used for child care, child rearing, or  
21 preparation for childbearing, but shall be limited to those disabilities as set forth above.
- 22 (b) The length of such disability leave, including the date on which the leave shall  
23 commence and date on which the duties are to be resumed, shall be determined by the  
24 unit member and the unit member's physician; however, the District, for legitimate

1 District reasons, may require a verification of the extent of disability from the unit  
2 member's physician and/or through a physical examination of the unit member by a  
3 physician appointed by the District.

4 (c) Unit members are entitled to leave without pay or other benefits for disabilities because  
5 of pregnancy, miscarriage, childbirth, or recovery therefrom when leave as set forth in  
6 Section 4(a), (b), and (d) has been exhausted. The date on which the employee shall  
7 resume duties shall be determined by the unit member on leave and the unit member's  
8 physician; however, the District, for legitimate District reasons, may require a  
9 verification for the extent of disability from the unit member's physician and/or through  
10 a physical examination of the unit member by a physician appointed by the District.

11 (d) Any leave under this Section of the contract shall run concurrently with and shall not  
12 be in addition to leave available for pregnancy disability under California Government  
13 Code §12945. If this leave is State and/or Federal Family and Medical Leave, the right  
14 to have health benefit premiums paid by the District shall be limited to a maximum of  
15 twelve (12) weeks in any twelve (12) month period.

16 **Section 8 - Leave for Childbearing Preparation, Child Rearing and Child Bonding.**

17 (a) Maternity Leave shall upon request be granted to a unit member for preparation for  
18 childbearing and may be granted to any unit member who is the natural or adopting  
19 parent for the purpose of rearing his/her child. Bargaining Unit members shall be  
20 granted 6 weeks of leave deducted from their sick leave. If leave for childbearing  
21 preparation and childrearing qualifies as family and medical care leave under the State  
22 and/or Federal Family and Medical Care Leave Acts, the employee will be informed of  
23 this and will be offered the right to have his/her health benefit premiums paid by the  
24 District to the same extent as those premiums are paid while the employee is not on

1 leave during that portion of the leave which qualifies as Family and Medical Care Leave  
2 under the law.

3 (b) Child Bonding - Once a bargaining unit member has legal custody of a child, he or she  
4 may use up to twelve (12) weeks of accrued sick leave to bond with the child. When  
5 possible, requests for child bonding leave shall be made 30 days in advance of the  
6 requested leave time and these leaves will be taken in a minimum duration of two  
7 weeks. An employee requesting bonding leave for the duration of less than two weeks  
8 will have these leave requests granted on two occasions. Any leave taken must be  
9 concluded within one year of the birth or placement of the child with the employee. If  
10 two bargaining unit members are parents of the child, only one is eligible for child  
11 bonding leave at a time and the twelve (12) weeks of bonding leave will be shared  
12 between the two parents. Additional parental leave may be taken through Section 9  
13 below.

14 (c) The unit member shall request such leave as soon as practicable, but under no  
15 circumstances less than thirty (30) calendar days prior to the date on which the leave is  
16 to begin unless an emergency is certified by the attending physician. Such request shall  
17 be in writing and shall include a statement as to the dates the employee wishes to begin  
18 and end the leave without pay. The determination as to the date on which the leave for  
19 childbearing preparation shall begin will be determined by the unit member and the unit  
20 member's physician. The determination as to the date on which the child rearing leave  
21 shall begin and the duration of such leave shall be made at the discretion of the  
22 Superintendent when considering the scheduling and replacement needs of the District.  
23 The duration of leave for childbearing preparation and child rearing shall be no more  
24 than twelve (12) consecutive months and shall automatically terminate on June 30 in

1 the school year in which such leave is granted. If all or a portion of the leave for  
2 childbearing preparation and child rearing qualifies as family and medical care leave  
3 under the State and/or Federal Family and Medical Care Leave Acts, the following  
4 exceptions to this subsection apply: 1) the employee need not provide a medical  
5 certification during that portion of the leave in which the employee qualifies for family  
6 and medical care leave; 2) the commencement date of such leave will be determined by  
7 the unit member exclusively as long as the unit member complies with the notice  
8 provision above (thirty [30] calendar days prior to the date on which the leave is to  
9 commence, unless there is an emergency); 3) the portion of the leave which qualifies as  
10 family and medical care leave under State and/or Federal Family and Medical Care  
11 Leave Acts shall not exceed twelve (12) weeks in a twelve (12) month period; and 4) if  
12 an employee is on family and medical care leave on June 30 in the school year, leave  
13 does not automatically terminate.

14 (d) The unit member is not entitled to the use of any accrued sick leave or other paid leave  
15 while such unit member is on leave for child rearing.

16 (e) If a unit member is on leave for childbearing or child rearing, then in the event of a  
17 miscarriage or death of a child subsequent to childbirth, the unit member may request  
18 an immediate assignment to a unit position. If there is not a vacancy for which the unit  
19 member is qualified, the District will assign the unit member to a position of like status  
20 and benefits as soon as a vacancy opens for which the person is qualified. If leave under  
21 this section qualifies as family and medical care leave under the State and Federal  
22 Family and Medical Care Leave Acts, and if an employee terminates his/her leave under  
23 this section at a time in which he/she is concurrently using family and medical care  
24 leave, he/she will be reinstated to the same or equivalent position.

1 (f) Any leave under this Section of the contract shall run concurrently with and shall not  
2 be in addition to any leave which may be available under the State and Federal Family  
3 and Medical Care Leave Acts for the same purposes as the leave under this Section.  
4 Any right to have health benefit provisions paid by the District, pursuant to State and  
5 Federal Family and Medical Care Leave Acts, shall be limited to a maximum of twelve  
6 (12) weeks in any twelve (12) month period.

7 **Section 9 - Parental Leave.** A unit member shall be allowed two (2) days leave upon the  
8 occasion of the birth, or up to five (5) days leave, based upon need and with the written approval  
9 of the Assistant Superintendent of Human Resources, for the adoption, of his/her child without  
10 the loss of pay. All or part of the leave may be taken immediately before, during, or immediately  
11 after the child's birth or adoption. Any leave under this Section of the contract shall run  
12 concurrently with and shall not be in addition to any leave which may be available under state or  
13 federal law for the same purposes as the leave under this Section. Any right to have health benefit  
14 premiums paid by the District, pursuant to State and Federal Family and Medical Care Leave  
15 Acts, shall be limited to a maximum of twelve (12) weeks in any twelve (12) month period.

16 **Section 10 - Industrial Accident Leave.**

- 17 (a) Definition: "Industrial Accident," as used in this section, is defined as any accident or  
18 illness arising directly out of, or in the course of, the employment of the unit member  
19 which forces him to absent himself from work. Unit members will be entitled to  
20 industrial accident leave for personal injury which has qualified for worker's  
21 compensation under the provisions of the District industrial accident insurance carrier.
- 22 (b) Industrial accident leave with full pay shall be allowed for up to sixty (60) working days  
23 in any fiscal year for any given industrial accident. When such leave overlaps into the

1 next fiscal year, the employee shall be entitled to only the amount of unused Industrial  
2 Accident Leave due him/her for the same industrial accident.

3 (c) The District has the right, pursuant to leaves as defined in Section 10(a), to have the  
4 unit member examined by a physician designated by the District to assist in determining  
5 the length of time during which the unit member will be temporarily unable to perform  
6 assigned duties and the degree to which a disability is attributable to the injury involved.

7 (d) For any days of absence from duty as a result of the same industrial accident, the unit  
8 member shall endorse to the District any wage loss benefit check from the District's  
9 industrial accident insurance carrier which would make the total compensation from  
10 both sources exceed one hundred percent (100%) of the amount the unit member would  
11 have received as salary had there been no industrial accident or illness. If the unit  
12 member fails to endorse to the District any wage loss disability indemnity check  
13 received on account of the industrial accident or illness as provided above, the District  
14 shall deduct from the unit member's salary warrant the amount of such disability  
15 indemnity actually paid to and retained by the unit member.

16 (e) When entitlement for industrial accident leave has been exhausted, the unit member  
17 may elect to use any sick leave, or other paid leave to which he/she is entitled, provided  
18 that payment for any such paid leave, when added to any temporary disability  
19 indemnity, shall result in a payment to the unit member of not more than his/her full  
20 salary less appropriate (regularly authorized) deductions and that such deductions from  
21 accumulated sick leave or other paid leave shall be adjusted accordingly.

22 (f) When all available paid leaves have been exhausted and the unit member is not able to  
23 resume the duties of his/her position, he/she may elect to resign or to request a leave of

1 absence without pay or he/she shall be placed on a reemployment eligibility list for a  
2 period of thirty-nine (39) months.

- 3 (g) Unit members on this leave shall not leave the state without permission of the Board of  
4 Education.

**Section 11 - Judicial Leave.**

5 (a) **Jury Leave.**

6 (1) Unit members will be provided leave for regularly called jury duty. Unit members  
7 shall submit a written request and an official copy of notice to serve as a juror.  
8 Notice will be provided to the District no less than ten (10) days prior to the  
9 beginning date of the jury duty. The unit member, while serving jury duty, will  
10 receive pay in the amount of the difference between the unit member's regular  
11 earnings and any amount received for jury service.

12 (2) If, at the time the court releases an employee from jury duty, there are three and  
13 three-fourths (3.75) hours or more of the employee's work day remaining, the  
14 employee will be required to return to work.

15 (3) Employees are required to return to the Human Resources Office verification of  
16 attendance and times actually served for all days served. These may be  
17 cumulatively submitted at the conclusion of the judicial leave.

18 (b) **Court Appearance.**

19 (1) **District Subpoena or Designation.** If the District subpoenas an employee, the  
20 District will provide paid leave for the duration of the appearance required by the  
21 District's subpoena. If the District designates an employee to appear to represent  
22 the District's interest, the District will provide paid leave for the duration of the  
23 appearance required by the District's designation. If a unit member is subpoenaed

1 as a result of the unit member carrying out his/her duties as an employee of the  
2 District, the District shall approve paid leave for the duration of the appearance  
3 required by the subpoena.

4 (2) **Personal Property Damage Leave.** The District will provide one (1) day of paid  
5 leave per incident for the purpose of complying with a subpoena to be a witness in  
6 a criminal action involving damage to the unit member's personal property which  
7 occurs on school property while the unit member is on duty. The procedures which  
8 apply to jury duty leave shall be followed.

9 (3) **Mandatory Court Appearance.** Unit members may use personal  
10 necessity/personal business leave provided in Section 5 of this Article for a  
11 mandatory court appearance limited to appearance as a litigant or as a witness  
12 pursuant to lawful judicial or administrative subpoena. Each date of necessary  
13 attendance under such order, other than the dates specified in the subpoena, shall  
14 be certified by the clerk or authorized officer of the court or other official of a body  
15 with jurisdiction. A copy of the subpoena shall be filed along with the request for  
16 personal necessity/personal business leave. In any case in which a witness fee is  
17 payable, such fee shall be collected by the employee and remitted to the District.  
18 This Section shall not apply to unit members who testify as a witness against the  
19 District. A unit member who has exhausted personal necessity/personal business  
20 leave entitlement may request additional leave not to exceed two (2) days for the  
21 purpose stated hereinabove. Such request must be submitted on the appropriate  
22 District form to the unit member's immediate supervisor before the utilization of  
23 such leave. The compensation paid a unit member during this time shall be the  
24 difference between the unit member's per diem rate of pay and the sum paid a



1 substitute employee employed to fill the unit member's position during such  
2 absence.

3 **Section 12 - Study Leave.** Upon recommendation of the Superintendent and approval of the  
4 Board of Education, leave without compensation, increment, seniority, or tenure credit or other  
5 benefits may be granted a permanent unit member for a period up to one (1) school year for the  
6 purposes of educational improvement and advancement which are directly related to the unit  
7 member's assignment. A unit member shall apply to the District for such leave not later than  
8 ninety (90) days prior to its anticipated commencement. A unit member on study leave must  
9 provide the District with written notice no less than sixty (60) days before the expiration date of  
10 the leave, of his/her intent to return. The decision for the granting of such leave shall be at the  
11 sole discretion of the School District and not subject to the grievance procedure.

12 **Section 13 - Elective Office Leave.** Unit members elected to the State Legislature shall be  
13 granted an unpaid leave of absence according to the law.

14 **Section 14 - Other Leaves Without Pay.**

15 (a) Upon recommendation of the Superintendent and approval of the Board of Education,  
16 leave without compensation may be granted for a period of up to one (1) school year  
17 for purposes of care for a member of the immediate family who is ill or long-term illness  
18 of the unit member, voluntary government service, service in an elected public office  
19 other than State Legislative, extended child rearing or other unpaid leaves authorized  
20 and approved by the Superintendent or his/her designee.

21 (b) The application for and granting of such leave of absence shall be in writing. In  
22 addition, a unit member on such leave shall notify the District Human Resources Office  
23 by March 1 of the school year as to their intent to return to employment in the District.  
24 Failure to so notify will be considered an abandonment of position.

**Section 15 - Sabbatical Leave.**

1 (a) After completing seven (7) consecutive full school years of service, a unit member will  
2 be eligible to apply for a leave of absence not to exceed a one (1) year period, or leave  
3 of absence in separate six (6) month periods or separate quarters provided that such is  
4 commenced and completed within a three (3) year period.

5 (b) Applicants for sabbatical leave must submit their request on the appropriate form no  
6 later than February 15th of the school year preceding the school year in which the leave  
7 is requested. The granting of the leave shall be within the sole discretion of the Board  
8 and not subject to the grievance procedure.

9 (c) Unit members on sabbatical leave may receive one half (1/2) of the salary they would  
10 have been paid during the period of leave, and the appropriate salary schedule  
11 placement which would have been granted had the unit member not been on leave. No  
12 other compensation, benefit, or seniority credit will be granted to those on leave, except  
13 that the unit member will be entitled to return to a position comparable to that which  
14 was held at the time of granting of leave.

15 (d) The terms and conditions of the leave shall be established by the Superintendent in  
16 writing after prior consultation with the unit member and the unit member shall include,  
17 but not limited to: an indemnification bond for failure to successfully complete the  
18 sabbatical program or to render the necessary post-leave service; a stipulation to a post-  
19 leave service of not less than two (2) full years for a full year of leave, and one (1) full  
20 year for a one half (1/2) year leave; the description of the sabbatical program; and,  
21 appropriate reporting procedures as may be designated by the Superintendent.

22 **Section 16 - Military Leave.** The District will provide military leave pursuant to applicable  
23 state and/or federal laws.

1 **Section 17 - Leave Status.**

- 2 (a) A unit member granted leave without compensation under this Article shall not be  
3 entitled to increment, tenure, seniority, or other benefits except as provided by  
4 paragraph (b) below.
- 5 (b) Permanent unit members performing services in the District equal to fifty percent (50%)  
6 or more of a given school year and probationary unit members performing services in  
7 the District equal to seventy-five percent (75%) or more of a given school year shall be  
8 entitled to tenure, increment, and seniority equal to a full year of service and, also, fringe  
9 benefits covered under this Agreement for the period of time in which the unit members  
10 are actually performing service for the District.
- 11 (c) A unit member on approved leave as provided in Article XIII shall be entitled to return  
12 to a position in the District of like status as when the leave began.

13 **Section 18 – Catastrophic Leave Donations Program.**

14 **Section A – Intent of Catastrophic Leave Donations.** The intent of catastrophic  
15 leave is to provide additional financial protection to those unit members whose  
16 immediate family members (as defined by Article XV, Section 2, of the Certificated  
17 Bargaining Agreement) incur, a period of prolonged serious illness, hospitalization or  
18 death.

19 **Section B – Participation/Eligibility.** Any certificated unit members may participate  
20 in the Catastrophic Leave program by donating accumulated sick leave or requesting  
21 a donation from other unit members.

22 **Section C – Donation of Days.** A unit member may elect to participate in the  
23 Catastrophic Leave program by donating one (1) day (1 day equals current daily hours  
24 assigned) or more of his/her accumulated sick leave to another unit member in need.

1 The unit member shall make this donation by filing an appropriate form with AEA  
2 who will process and forward to the District. This donation shall be irrevocable. A  
3 donation to the Catastrophic Leave program must be made from the unit member's  
4 accumulated sick leave and shall be designated to a specific unit member for his/her  
5 exclusive use.

6 **Section D – Administration of the Catastrophic Leave.** AEA shall coordinate the  
7 Catastrophic Leave donations and forward to the Human Resources Department. The  
8 Human Resources Department shall be responsible for processing leave requests,  
9 verifying the validity of requests, approving or denying requests, communicating its  
10 decision to affected unit members and the Superintendent or his/her designee,  
11 determining when new sick leave assessments of unit members will be made.

12 **Section E – Procedure to Use/Withdraw/Catastrophic Leave (Conditions and**  
13 **Restrictions).**

- 14 1. In order to be eligible to request catastrophic leave from other unit members,  
15 the unit member must have exhausted all of his/her current and accumulated  
16 sick leave.
- 17 2. The benefits of this leave must be used prior to being compensated for  
18 differential pay where that applies.
- 19 3. A unit member electing to request Catastrophic Leave shall complete an  
20 appropriate request form. The unit member must submit this form to the AEA  
21 office for consideration for processing. In the request, the unit member shall  
22 clearly state the details of his/her family member's injury/illness and the  
23 number of days of catastrophic leave he/she is requesting donated. Appropriate  
24 written verification of the illness or injury, must be included with the request.

1 The unit member should be prepared to provide additional documentation on  
2 the nature and severity of the illness or injury if requested by Human  
3 Resources, and decisions shall be final.

- 4 4. In the event that the unit member is personally unable to apply for catastrophic  
5 leave, AEA may make the request for the applicant.

6 **Section F – Allowable Duty Days.** The number of sick days needed by the unit  
7 member shall be specified in the request. The unit member may request up to twenty  
8 (20) days at a time. Additional requests may be made in twenty (20) day increments  
9 up to sixty (60) days in total. Any days approved but unused by the unit member shall  
10 be returned to the donors in the order received.

11 **Section G – Method of Payment.** When a unit member uses a day from donated  
12 catastrophic leave, pay for that day shall be at the same rate the unit member would  
13 have received had he/she worked that day. No distinction shall be made as to the  
14 differing pay rates of the donor or the recipients.

15 **Section H – Hold Harmless.** The Association agrees that it will not file, on its own  
16 behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind  
17 related to any attempt by a unit member to retrieve donated sick leave used by another  
18 unit member pursuant to this provision. The Association also agrees that it will not  
19 file, on its own behalf or on behalf of any unit members, any grievance, claim or  
20 lawsuit of any kind which attempts to challenge in any way the legality of enforcement  
21 of this provision. The Association agrees to defend, indemnify, and hold harmless the  
22 District from any loss or damages arising from the implementation of this provision.  
23 In the event of any grievance, claim or lawsuit challenging the legality or enforcement  
24 of this provision, the district may terminate this provision upon written notice to the

Association.

## ARTICLE XVI - SHARED CONTRACT ASSIGNMENTS

1 **Section 1 - Definition.** A shared contract assignment is one (1) full-time equivalent position  
2 which is shared by two (2) unit members for one (1) school year.

### 3 **Section 2 - Eligibility.**

4 Shared contract assignments shall only be available to unit members who are credentialed and  
5 have experience within the last two (2) years in the type of duties requested in the shared contract  
6 application, who have passed their probationary period with the District, and who have mutually  
7 agreed to work together under a shared contract assignment.

### 8 **Section 3 - Applications and Selection.**

9 (a) Unit members who wish to participate in a shared contract assignment must submit a  
10 joint application to the Assistant Superintendent, Human Resources, no later than  
11 February 1 of the school year prior to the school year for which a shared contract  
12 assignment is requested. The District, in its discretion, may make an exception to this  
13 deadline where there are unusual circumstances which reasonably prevented the  
14 applicants from submitting a timely application. The District will provide the  
15 Association with a copy of the application.

16 (b) The joint application must contain the following information:

- 17 (1) The names, current positions, current assigned location, and current credentials of  
18 both of the applicants.
- 19 (2) A statement that the applicants mutually agree to work together under a shared  
20 contract assignment.
- 21 (3) The beginning and ending date of the shared contract assignment being requested.
- 22 (4) A description of the subject(s), grade level(s) and location of the shared assignment  
23 being requested.

1 (5) A detailed description of how the applicants propose to share the assignment.

2 (6) A detailed description of how both unexpected short-term or long-term absences  
3 of one of the participants would be handled by the participants.

4 (c) Both applicants for a shared contract assignment shall meet with the principal (or other  
5 supervisor, where appropriate) to establish working days, working hours, and other  
6 responsibilities, before the unit member's application is considered.

7 (d) Prior to approval, a proposed contract will be prepared reflecting the terms of the  
8 assignment, including but not limited to:

9 (1) The days, hours and responsibilities assigned to each participant;

10 (2) How the duties of the assignment will be performed if one (1) or both of the  
11 participants are absent during assigned duty hours;

12 (3) The evaluation schedule to be followed;

13 (4) A statement that each applicant understands and agrees to the provisions of Section  
14 6 of this Article.

15 Where the contract is silent on any issue, each participant will be fully responsible for  
16 the obligation consistent with the provisions of the Collective Bargaining Agreement  
17 and District procedures and requirements.

18 (e) The District, in its sole discretion, will determine whether the application and proposed  
19 contract will be approved. The District will notify each applicant of its decision no later  
20 than April 1 of the school year prior to the school year for which the shared contract  
21 assignment was requested. If the District denies the application, the District will discuss  
22 the reasons with one or both applicants, if requested to do so.



1 **Section 4 - Hours and Responsibilities.**

2 (a) Both participants in a shared contract assignment shall accept full responsibility for the  
3 duties and responsibilities of the position which is being shared. They will meet on a  
4 regular basis to establish and maintain clear lines of communication with  
5 parents/guardians, develop lesson plans, grading criteria, tests, and to fulfill other  
6 responsibilities as required by the District.

7 (b) **Classroom Teachers.** Both participants in a shared contract assignment may be  
8 required to attend "Open House" and "Back to School Night." Both participants shall  
9 attend faculty meetings on their assigned duty days and parent conferences if requested  
10 to do so by the principal/supervisor; in the event both participants are not required to  
11 attend, they will be responsible for sharing the information provided during those  
12 meetings/conferences. Both participants may also be required to attend specific in-  
13 service meetings and to work a full day on at least the first two (2) days of the first (1st)  
14 week of school. Normally, the participants shall perform non-instructional duties in the  
15 same proportion as is agreed upon for their regular duties, unless specific provisions are  
16 agreed to by the District for a different division of such duties.

17 (c) **Other Unit Members.** Both participants in a shared contract assignment shall attend  
18 meetings, conferences, in-services and other activities.

19 **Section 5 - Salary, Benefits, Leaves, Absences, and Evaluations.**

20 (a) Each participant in a shared contract assignment will receive the proportion of salary  
21 which corresponds to the proportion of the duties assumed by that participant under the  
22 shared contract assignment, based upon that individual's placement on the salary  
23 schedule.

- 1 (b) Each participant in a shared contract assignment may be required to participate in the  
2 District's health and welfare plan, if required to do so by the insurance carrier. Each  
3 participant will receive the proportion of the District's contribution toward health  
4 benefits which corresponds to the proportion of the duties assumed by that participant  
5 under the shared contract assignment, based upon the District's contribution had the  
6 participant been a full-time employee.
- 7 (c) The District's contribution to the retirement system shall be in the same proportion as  
8 the proportion of the duties assumed by the participant under the shared contract  
9 assignment.
- 10 (d) Each participant in a shared contract assignment shall receive pro-rated salary schedule  
11 step increment credit provided he/she renders service for seventy-five percent (75%) of  
12 the time required by the shared contract agreement. A participant will advance one (1)  
13 step on the salary schedule at the beginning of the school year, provided he/she has  
14 accrued a full year of credit under this paragraph.
- 15 (e) The participants in a shared contract assignment shall share any preparation period time  
16 which would normally be required for one (1) full-time equivalent position, in  
17 proportion to the duties assumed under the shared contract agreement or as otherwise  
18 indicated in the agreement.
- 19 (f) Participants in a shared contract assignment shall accrue sick leave and other leave  
20 benefits in the same proportion as the proportion of duties assumed under the shared  
21 contract. Workers' compensation shall be paid on the employee's actual salary.
- 22 (g) Each participant in a shared contract assignment may, at the District's discretion, be  
23 evaluated during each school year of such an assignment. At the end of the shared

1 contract assignment, each participant shall be evaluated under the provisions of  
2 Article XIII of the Collective Bargaining Agreement.

- 3 (h) An employee's seniority date for the purposes of layoff and recall shall not be affected  
4 by participation in a shared contract assignment.

5 **Section 6 - Renewal, Review, and Return to a Full-Time Position.**

- 6 (a) Participants who wish to renew a shared contract assignment must submit an application  
7 and be approved by the District in accord with Section 3 of this Article.

- 8 (b) A shared contract assignment previously approved may be terminated at the end of the  
9 first (1st) semester (or equivalent) at the District's sole discretion. If the District  
10 terminates a shared contract assignment under this section, the District shall notify the  
11 participants of this decision and the reasons for it, in writing, no later than fifteen (15)  
12 days prior to the end of that semester. If the shared contract assignment is terminated  
13 under this paragraph, the District will either (a) return one (based on District seniority,  
14 unless otherwise agreed to by the participants) or both participants to a regular full-time  
15 position(s) if a vacancy(ies) exists for which the participant(s) are credentialed, or (b)  
16 give the participant(s) such assignments as the District deems appropriate in the pro rata  
17 share established under the shared contract agreement for the remainder of the school  
18 year.

- 19 (c) At the end of the school year, and unless a new shared contract assignment has been  
20 approved, the District will return each participant to a full-time assignment in a position  
21 which the participant is credentialed to perform, subject to statutory and/or contractual  
22 procedures.

23 **Section 7 - District Discretion.** The determination to approve or disapprove a shared contract  
24 application and agreement, the provisions required by the District to be included in the shared

1 contract agreement, and the determination to terminate a shared contract assignment, shall be in  
2 the District's sole discretion and shall not be subject to the grievance procedure. A violation by  
3 the District of the terms of an approved shared contract agreement, or of the terms of the  
4 collective bargaining Agreement which may not have been modified in an approved shared  
5 contract agreement may be grieved to the same extent and in the same manner as set forth in  
6 Article V of the Collective Bargaining Agreement.

## ARTICLE XVII – SPECIAL EDUCATION

### Section 1 – Work Year.

The work year for a unit member who has a traditional Special Education assignment is as listed in Appendix C/Workdays:

Special Education Teacher

Resource Specialist

Behavior Specialist

Instructional Specialist

Program Specialist

Psychologist

Language, Speech and Hearing Specialist

Adapted Physical Education

All unit members listed above shall adhere to the “Schedule of Workdays for Unit Members” as described in Article IX, Section 4. To account for the additional workdays, the members listed above shall adhere to the following schedule:

- Three (3) full days prior to the beginning of the certificated 185-day work year for teacher directed preparation and planning. Two (2) additional full days may be requested by the Director of Special Education prior to the beginning of the certificated 185-day work year.
- Two (2) full days after the conclusion of the certificated 185-day work year for teacher directed preparation and planning. One (1) additional full day may be requested by the Director of Special Education at the conclusion of the certificated 185-day work year.

- 1 - The remaining two (2) days and any portion of the unused three (3) Director of  
2 Special Education required days shall be used as flex days by the Special  
3 Education Teacher throughout the school year. The Special Education teacher  
4 shall submit a work calendar to the Director of Special Education or designee at  
5 the beginning of the school year. If the Special Education teacher needs to adjust  
6 his or her flex days over the course of the year, a revised calendar shall be  
7 submitted to the Director of Special Education or designee.
- 8 - If the Director of Special Education requires additional meetings/trainings during  
9 the school year, substitutes will be provided for the pull out time.

## 10 Section 2 – Definitions

- 11 (a) **Case Load** refers to the number of students with IEP’s for whom the Special  
12 Education Teacher is assigned, and each student is counted as “one” no matter the  
13 needs or severity.
- 14 (b) **Class Size** for the intent of this article is the number of students on a special education  
15 teacher’s roster.
- 16 (c) **Resource Specialist** is a special education teacher who provides instruction and  
17 indirect services to students who receive special education services for less than fifty  
18 percent (50%) of their school day and whose needs have been identified in an  
19 individualized education plan. Resource Specialists will not teach more than two  
20 direct services classes, without prior approval of AEA and HR and only under special  
21 circumstances.
- 22 (d) **Special Day Class Teacher** is a special education teacher who provides instruction  
23 and direct services to students who receive special education services for more than  
24 or equal to fifty percent (50%) of their school day and whose needs have been

1 identified in an individualized education plan. Special Day Class Teachers will teach  
2 three or more direct services classes.

3 **(e) Instructional Aides** for the intent of this article are classified non-unit members who  
4 provide a variety of support services in both general and special educational  
5 classrooms that work exclusively with special education students.

6 **Section 3 – Case Loads and Class Size**

7 The following **case load** averages shall be maintained for these designated assignments:

8	Preschool Special Day .....	16
9	Elementary Special Day .....	17
10	Middle and High School Special Day.....	18
11	Resource Specialist.....	28
12	Emotionally Disturbed (ED) Special Day.....	14
13	Moderate and Severe Special Day.....	14
14	Speech and Language Specialist.....	55
15	With Addition of SLPA.....	68

16 (SLPA’s will only be used in special circumstances, such as when SLP positions are unfilled)

17 The following **class size** averages shall be maintained for these designated assignments:

18	Preschool Special Day Classes.....	8
19	Elementary Special Day Classes.....	17
20	Middle and High School Special Day Classes.....	20
21	Moderate/Severe (Life Skills, ID, Autism) .....	14

22 Whenever the caseloads above are violated, a 5% monthly stipend will be given for every 30  
23 days the numbers are exceeded by two or more. Additionally, if a teacher must travel between  
24 two sites, the total caseload will be maintained at 2 students less than the number above.

1 **Section 4 – Testing Time**

2 Elementary Special Education teachers will set up a testing schedule with the site  
3 administrator. The schedule may be revised and adjusted by the teacher to best meet the needs  
4 of students and teacher within the instructional day. Elementary Special Day class teachers  
5 shall use their P.E. release time for testing. At the secondary level, Special Education teachers  
6 shall be provided a release period for testing in addition to the preparation period as defined  
7 in Article IX.

8 **Section 5 – Equitable Distribution.**

9 The District and the Association support successful placement of Special Education students  
10 in general education classrooms. The District shall equalize where possible and to the extent  
11 possible, the placement of special education students in to regular education classrooms within  
12 the stipulations of the student’s Individualized Education Program (I.E.P.), the qualifications  
13 of the teachers, and where interdisciplinary teaming or clustering the students is implemented  
14 as a part of the educational program. There shall not be a difference of more than two (2)  
15 students with IEPs in the same grade level in elementary and same period and subject in  
16 secondary. In the event of special circumstances, AEA, HR and Site Administrator will meet  
17 to review and agree on student placement. The site administrator will communicate agreement  
18 with the affected teacher(s). Special Education support staff shall be provided to a general  
19 education teacher who is teaching a core academic class, whenever there are five (5) or more  
20 students with special needs enrolled in the class whose IEPs and case carriers have identified  
21 the need for special education services in the specific class.

22 **Section 6 – Evaluation Provisions.**

23 Unit members who have Special Education assignments as identified in Section 1 shall be  
24 evaluated in accordance with the provisions of Article XIII – Evaluation Procedures. If the unit



1 member is assigned a District-level administrator as the evaluator, the evaluator may consult with  
2 the site administrator for input on the evaluation. If the first observation produces any  
3 unsatisfactory comments, then the second formal observation/evaluation shall be done  
4 exclusively by the Director of Special Education.

5 **Section 7 – Transfer and Reassignment.**

6 Unit members who have Special Education assignments as identified in Section 1 shall receive  
7 transfers and reassignments in accordance with the provisions of Article X – Transfer and  
8 Reassignment.

9 **Section 8 – Flexible Scheduling**

10 1. The appropriate supervisor shall meet with the unit members working in assignments as  
11 identified in Section 1 for the purpose of determining the work assignments for the  
12 following work year. The following procedures shall be used:

13 (a) Managers/supervisors shall establish the parameters and conditions that unit  
14 members must use in developing proposed work schedules. Such parameters  
15 shall include the requirement that state mandated deadlines be met.

16 (b) Unit members shall work together in a collegial manner to develop proposed  
17 schedules for themselves that will meet the criteria established in subsection  
18 (a) above. The work shall be distributed as equitably as possible.

19 (c) Unit members shall submit such proposed schedules to their supervisor for  
20 approval. The supervisor may modify or approve the proposed work  
21 schedules.

22 (d) 1. The Director of Special Education shall meet with Psychologists and  
23 Language, Speech and Hearing Specialists by March 1 of each year  
24 regarding changes, plans and factors that will affect assignment and work

1 loads for the following year.

2 2. Department staff members shall meet between February 1 and March 1 to  
3 collaboratively develop proposed assignments for the following year. These  
4 proposed assignments shall be submitted by the Department Heads to the  
5 appropriate Director no later than April 1 of each year.

6 3. Before tentative assignments are made by the Director, the Director shall  
7 contact individual department staff members whose proposed assignments  
8 are under consideration for change. Following the individual contact,  
9 tentative assignments shall be presented in a meeting by the Director to the  
10 department staff members no later than May 15 of each year. This meeting  
11 shall be the final opportunity for department staff members to provide input  
12 on assignments. In any assignment decision, seniority with the District  
13 shall be one of the factors considered.

14 4. Assignments shall be made by the Director by May 30 of each year. These  
15 assignments shall be final.

16 5. Assignment changes during the current school year shall be made only as  
17 required due to changes in staffing, class location, growth, funding, or  
18 unforeseen circumstances.

19 **Section 9 – Preschool Scheduling**

20 a) Preschool Special Education teachers shall follow the same work calendar as other  
21 Special Education teachers.

22 b) With the exception of moderate/severe classes, Preschool Special Education teachers will  
23 not have students on District Universal Modified Release Days, to allow participation in  
24 all staff meetings and collaboration time.

**ARTICLE XVIII - CONFORMITY TO LAW/SAVINGS**

1 If any provisions of this Agreement are held to be contrary to law by a court of competent  
2 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent  
3 permitted by law, but all other provisions will continue in full force and effect. Within ten (10)  
4 days of receipt of notification of the court's decision, the parties shall set a date for negotiations  
5 to commence.

## ARTICLE XIX - CONCERTED ACTIVITIES

### Section 1 - Provisions.

- 1
- 2 (a) It is agreed and understood that there will be no strike, work stoppage, slowdown, or
- 3 refusal to fully and faithfully perform job functions and responsibilities, or other
- 4 interference with the operations of the District by the Association or by its officers,
- 5 agents or members during the term of this Agreement including compliance with other
- 6 labor or employee organizations to engage in such activity.
- 7 (b) The Association recognizes the duty and obligations of its representatives to comply
- 8 with the provisions of this Agreement and to make every effort toward inducing all unit
- 9 members to do so. In the event of a strike, work stoppage, slowdown, concerted
- 10 activities or other interference with the operation of the District by the unit members
- 11 who are represented by the Association, the Association agrees in good faith to take all
- 12 reasonable steps to cause those unit members to cease action.
- 13 (c) It is understood that any unit member violating this Article may be subject to discipline
- 14 up to and including termination by this District.
- 15 (d) It is understood that in the event this Article is violated the District shall be entitled to
- 16 withdraw any rights, privileges, salary, benefits or services provided for in this
- 17 Agreement, in District policy or by the Education Code from any unit member and/or
- 18 the Association.
- 19 (e) During the term of this Agreement or any extension thereof, the District agrees that it
- 20 will not lock out its unit members, or refuse to submit disputes under the grievance
- 21 procedure to arbitration.

**ARTICLE XX - SUPPORT OF THE AGREEMENT**

1 The District and the Association agree that it is to their mutual benefit to encourage the resolution  
2 of differences through the meet and negotiate process. Therefore, it is agreed that the Association  
3 will support this Agreement for its term and will not appear before any public bodies to seek  
4 change or improvement in any matter subject to the meet and negotiate process except by mutual  
5 agreement of the District and the Association.

## ARTICLE XXI - EFFECT OF THE AGREEMENT

### Section 1 - Effect of the Agreement

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law, and that, in the absence of specific provisions in the Agreement, such practices and procedures are discretionary with the District.

### Section 2 - Completion of Meet and Negotiate Process

- a) By this Agreement, the parties resolve all outstanding bargaining issues between them and jointly recognize full and complete performance and satisfaction of their bargaining duties except as provided in Section 2.
- b) The Association retains the right to bargain the impact of decisions or events changing the status quo which may affect the terms and conditions of employment of unit members.
- c) The District and the Association will continue to hold regular meetings throughout the year for the purpose of dealing with problems in contract administration.
- d) The District recognizes its obligation to negotiate with the Association, upon request over the effect of any District decision impacting upon matters within the scope of representation as defined by PERB and/or courts of competent jurisdiction.

### Section 3 - Term

- a) This Agreement shall remain in full force and effect through June 30, 2022.
- b) Not later than January 1 of the calendar year in which the Agreement expires, the Board and the Association designated negotiators shall commence meeting and negotiating in good faith on negotiable items. Any agreement reached between the parties shall be expressed as part of this contract.

- 1 c) Nothing in this Agreement shall prevent the Board and the Association from  
2 renegotiating any part of this Agreement should such renegotiations be mutually  
3 agreeable to both parties.
- 4 d) The parties agree to reopen negotiations under this Agreement for 2019-20 and 2020-21  
5 school years on Salary and Benefits, and two (2) Articles selected by each party.





**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX A - SALARY SCHEDULE RULES AND REGULATIONS**

The following rules and regulations shall govern vertical and horizontal movement by unit members on the certificated salary schedules.

**Section 1 - Unit Credits.**

(a) **Acceptable Units for Salary Schedule Placement/Advancement.**

Salary Schedule columnar initial placement or advancement shall be limited to upper division or graduate units earned after the date on which the bachelor's degree was conferred, given graduate credit by the college or university if earned prior to the bachelor's degree, or units earned in a District Intern Program which results in a credential issued by the California Commission on Teacher Credentialing. Columnar advancement on the salary schedule shall only occur twice a year. More than one (1) column may be advanced per salary schedule advancement period. Units for columnar placement/advancement shall be subject to the following provisions:

- (1) Be earned from an institution of higher learning that is accredited by the Western Association of Schools and Colleges, or a regional affiliate thereof, or through a District or County Intern Program, provided these institutions are also acceptable to the California Commission on Teacher Credentialing.
- (2) Be verified by official institution transcripts bearing the official seal of the institution, and/or the original signature of that institution's registrar, deputy registrar, or equivalent.
- (3) Show a grade of "C" or better, or "satisfactory" in a pass/fail grading system.
- (4) Be verified with a salary advancement request form (may be obtained in the Human Resources Department or on the Human Resources website) and an official letter or grade card by July 10 and/or January 10 respectively if the units are to be credited for column advancement in July and/or January. Follow-up official transcripts must be received no later than thirty (30) days after above referenced dates. This increase will be applied retroactively on the July and/or January regular payroll following the salary schedule advancement approval. The District and the Association agree that those employees not meeting the timelines for salary schedule advancement will not be considered until the next salary schedule advancement period.
- (5) Have been earned at a time which did not conflict with the employee's workday in the District, unless specific written authorization is received from the District in advance.

- (6) Be semester units; quarter hour credits shall be converted into semester units by multiplying by 2/3.
  - (7) Be in a subject directly and specifically related to the employee's current District assignment or a previous District assignment, or
  - (8) Be in a subject directly and specifically related to the employee's major or minor field of study (major field shall be thirty six (36) semester hours of credit, of which eighteen (18) are upper division or graduate; minor field shall be twenty (20) semester hours of credit, of which ten (10) are upper division or graduate), or
  - (9) Be in a subject directly and specifically related to an advanced degree in professional education, or
  - (10) Be in a subject required for a California credential authorized by the California Commission on Teacher Preparation and Licensing, or
  - (11) For unit members in a departmentalized classroom program, courses in an additional major or minor taught within the District, or
  - (12) For unit members in a self-contained classroom program, a subject commonly taught in the District's elementary schools.
- (b) **Verification Deadline for New Employees.**  
 A new employee shall be placed on the Certificated Salary Schedule according to the official documentation on hand. If, within ninety (90) days of initial employment in the District, the new employee submits official verification of additional prior experience and/or official transcripts verifying additional units that qualify for salary schedule placement, the employee will advance one time only according to the official information received, retroactive to date of hire. The ninety (90) day verification period may be extended at the discretion of the District on a case by case basis based on extenuating circumstances.
- (c) **Lower Division Units.**  
 Up to three (3) lower division semester units or one (1) course per request for salary columnar advancement which meets the criteria described in sections 1(a)(1) through 1(a)(12) above shall be credited, provided the units are approved in advance by the Human Resource Office, and:
- (1) Required by a California credential, evaluation or renewal, or
  - (2) Required for a subject specifically and directly related to an advanced degree in professional education, or

- (3) For course not previously taken, which meets the provisions of section (c) below, or
  - (4) Required as a foundation for the acquiring of an additional major or minor field of study (courses will be credited upon completion of the additional major or minor field of study).
- (d) **Acceptance of Project or Work Units.**  
Unit members may request unit credit for salary schedule advancement for professional project work undertaken and sponsored by an accredited college/university, the State of California, the Riverside County Schools Office, the Alvord Unified School District, or a professional organization. All requests for such credit, along with supporting documentation/rationale for units not sponsored by the District, shall be submitted in advance to the Assistant Superintendent, Human Resources; unless prior written approval is granted by said administrator, project credit shall not be granted for salary schedule columnar advancement.

## **Section 2 - Step Placements/Increments.**

- (a) **Initial Step Placement.**  
Teachers shall be granted up to fifteen (15) years salary schedule credit as follows: previous TK-12 contractual experience, including Peace Corps, VISTA, Teacher Corps, or special education teacher of birth through pre-school students in a state or federal funded special education program authorized by a regular California teaching credential or equivalent, will be considered for initial step placement credit. Each year of credit for initial AUSD salary schedule placement purposes must have been for full-time, regular service, and for at least seventy-five percent (75%) of a full school year. In no case will previous experience be credited unless it was evaluated as satisfactory or better, and was rendered in an instructional setting comparable to a District instructional program.
- (b) **Initial Step Placement for Nurses.** In addition to the provisions of Section 2(a) above, effective February 22, 2000, school nurses shall be granted up to fifteen (15) years salary schedule credit as follows: one (1) year of credit for at least 75% of a full year of previous full time experience within the last sixteen (16) years as a School Nurse, a public health nurse or as a licensed Registered Nurse in a hospital/clinic. In no case, however, will previous experience be credited unless the School Nurse held a bachelor's degree in nursing, or held a professional credential in nursing at the time, and if said experience was rendered in a setting comparable to a school district as determined by the District.
- (c) **Initial Step Placement for Teachers of the Communication Handicapped and Language, Speech & Hearing Specialists.** In addition to the provisions of Sections 2(a), and 2(b), above, effective February 22, 2000, Teachers of the Communication Handicapped and Language, Speech & Hearing Specialists shall be granted up to fifteen

(15) years salary schedule credit as follows: One (1) year of credit for at least 75% of a full year of previous full time experience within the last sixteen (16) years as a Language, Speech & Hearing Specialist serving in a public school district, or as a licensed Speech Therapist/Pathologist in a hospital/clinic. In no case, however, will previous experience be credited unless the Language, Speech & Hearing Specialist/C.H. Teacher held a bachelor's degree or higher in Speech Therapy or other related field, or held a professional credential or license in Speech Services at the time, and if it is determined by the District that the nature of said experience was comparable to the nature of services to be provided in the District.

(d) **Initial Step Placement for Librarians.** In addition to the provisions of Sections 2(a), 2(b), and 2(c) above, effective February 22, 2000, Librarians shall be granted up to fifteen (15) years salary schedule credit as follows: one (1) year of credit for at least 75% of a full year of previous full time experience within the last sixteen (16) years as a Librarian serving in a public school district, or as a licensed Librarian serving in a public library. In no case, however, will previous experience be credited unless the Librarian held a bachelor's degree or higher in Library Science or other related field, or held a professional credential in Library Science at the time, and if said experience was rendered in a setting comparable to a school district as determined by the District.

(e) **Number of Years of Previous Experience Credit.**  
Any candidate initially employed by the District after June 11, 1985, shall receive full credit for years of prior experience [as defined in section 2(a) above].

(f) **Annual Step Progression.**  
Effective July 1, 2002, after initial placement on the salary schedule a unit member shall advance one (1) step for each year of full-time, satisfactory service in which he/she was in contractual paid status for at least seventy-five percent (75%) of the work year in the District, or, during the first year of service with the District, a combination of Alvord service and service in a previous district within the same school year. Less than full-time service for seventy-five percent (75%) of the work year, shall count as a half-year ( $\frac{1}{2}$ -year) of credit for salary schedule progression.

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX A1 - CERTIFICATED SALARY SCHEDULE**

**JULY 1, 2020 - JUNE 30, 2021**

**185 Days**

STEP	X B.A. NO CRED	A B.A. UP TO 44 W/CRED	B B.A. + 45 OR M.A.	C B.A. + 60 INC. M.A.	D B.A. + 75 INC. M.A.
1	54,735	59,660	63,657	66,671	69,998
2		59,772	63,778	66,799	70,131
3		59,885	63,898	66,923	70,265
4		62,332	66,948	69,868	73,358
5		64,777	69,679	73,179	76,830
6		67,225	72,412	76,136	79,936
7		69,679	75,139	79,484	83,451
8		72,130	77,279	82,460	86,576
9		74,575	80,704	85,850	90,137
10		77,024	83,750	88,843	93,279
11		79,476	86,493	92,540	97,160
12		81,850	89,236	96,025	100,819
13			91,910	99,703	104,685
14				103,845	109,032
15				106,955	112,297
*19		83,264	93,490	109,092	114,540
*24		84,698	95,099	111,269	116,829
*29		86,154	96,737	113,481	119,163

\*Number of years of service rendered in the Alvord Unified School District.

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX A2 – COUNSELOR SALARY SCHEDULE**  
**JULY 1, 2020 – JUNE 30, 2021**  
**195 Days**

<u>STEP</u>	<u>SALARY</u>
1	86,510
2	89,754
3	93,448
4	96,714
5	100,465
6	104,251
7	107,802
8	111,259
*19	120,731
*24	123,143
*29	125,607

\*Number of years of service rendered in the Alvord Unified School District.

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX A3 – PSYCHOLOGIST SALARY SCHEDULE**  
**JULY 1, 2020 – JUNE 30, 2021**  
**195 Days**

<u>STEP</u>	<u>SALARY</u>
1	90,271
2	93,656
3	97,517
4	100,920
5	104,832
6	108,785
7	112,491
8	116,098
*19	120,731
*24	123,143
*29	125,606

\* Number of years of service rendered in the Alvord Unified School District.

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX A4 – HIGH SCHOOL COACHES PAY SCHEDULE**  
**JULY 1, 2020 - JUNE 30, 2021**

<b>STEP</b>	<b>A 3%</b>	<b>B 4%</b>	<b>C 5%</b>	<b>D 6%</b>	<b>E 7%</b>	<b>F 8%</b>	<b>G 9%</b>
1	1,755	2,340	2,924	3,509	4,093	4,679	5,262
2	1,828	2,436	3,045	3,653	4,260	4,868	5,478
3	1,900	2,531	3,163	3,796	4,428	5,060	5,694
4	1,971	2,628	3,282	3,939	4,594	5,252	5,908
5	2,042	2,723	3,404	4,083	4,762	5,444	6,124

**HIGH SCHOOL COACHING SALARY PLACEMENT**

Placement for either Men's or Women's Sports

**BADMINTON**

(C) Varsity Head  
(B) Assistant

**FOOTBALL**

(G) Varsity Head  
(D) Assistant

**TENNIS**

(D) Varsity Head  
(B) Assistant

**BASEBALL**

(F) Varsity Head  
(D) Assistant

**GOLF**

(D) Varsity Head

**TRACK**

(F) Varsity Head  
(D) Assistant

**BASKETBALL**

(F) Varsity Head  
(D) Assistant

**SOCCER**

(D) Head  
(C) Assistant

**VOLLEYBALL**

(D) Head  
(B) Assistant

**CROSS COUNTRY**

(D) Head  
(A) Assistant

**SOFTBALL**

(F) Varsity Head  
(D) Assistant

**WATER POLO**

(D) Head  
(B) Assistant

**ALVORD HIGH**

(A) Assistant

**SWIMMING**

(D) Varsity Head  
(B) Assistant

**WRESTLING**

(F) Varsity Head  
(D) Assistant

**CHEER**

(G) Head  
(D) Assistant

**BAND**

(D) Assistant

**DRILL TEAM/COLOR GUARD**

(F) Head

- (1) The steps indicate years of paid experience in coaching. Computation will be based on a sport-by-sport basis.
- (2) Credit for total years of paid experience will be given each coach when the coach enters the salary schedule in the sport the applicant has coached. Only coaching experience in the last ten (10) years will be credited toward placement on the salary schedule for coaches.
- (3) When possible, male coaches of female teams and female coaches of male teams shall have an assistant of the same sex as the team members.
- (4) Post Season CIF Playoff Competition: A seven percent (7%) stipend for a coach in post season CIF playoff competition will be provided per each week of playoff competition.
- (5) The above stipends are for Certificated Employees.



**ALVORD UNIFIED SCHOOL DISTRICT  
COACHES SELECTION CRITERIA**

- (1) Definition:
  - (a) Certificated Coach - Bargaining unit member.
  - (b) Walk-On Coach (Short term temporary - Athletic Specialist) - Non-certificated and/or non-District certificated.
- (2) The responsibility for coaching appointments lies with the site administrator, subject to the approval of the Human Resources Office; however, Athletic Directors and Head Coaches shall be responsible for the routine implementation of the appointment process.
- (3) Where available, Head Coaches shall be bargaining unit members with three (3) years successful, verified coaching experience in a given sport.
- (4) Assistant coaches shall meet the Title V Athletic Team Coaching Regulations and, when available, shall be bargaining unit members.
- (5) Walk-on coaches shall be employed when positions cannot be filled by bargaining unit members.
- (6) Reappointment to a coaching position shall be based on successful performance as determined by the coaching evaluation.
- (7) Non-reappointments may be appealed in writing to the Superintendent's designee, whose decision shall not be subject to Article V.

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX A5 - EXTRA DUTY PAY SCHEDULE**  
**JULY 1, 2020 - JUNE 30, 2021**

STEP	A 3%	B 4%	C 5%	D 6%	E 7%	F 8%	G 9%	H	I	J
1	1,755	2,340	2,924	3,509	4,093	4,679	5,262	847	1,126	531
2	1,828	2,436	3,045	3,653	4,260	4,868	5,478			
3	1,900	2,531	3,163	3,796	4,428	5,060	5,694			
4	1,971	2,628	3,282	3,939	4,594	5,252	5,908			
5	2,042	2,723	3,404	4,083	4,762	5,444	6,124			

**DISTRICT**

- (B) Department Chairperson  
(Nurses, Psych, Sp. Therapists, Elem (1), MS (1), HS (1) Counselor)
- (B) SST/504 Chairpersons (All Levels)
- (I) Parent Engagement Facilitator
- (I) Friday Night Live Facilitator
- (H) Wellness Coordinator

**REGULAR HIGH SCHOOL**

- (D) 1 Yearbook
- (G) 1 Drama (minimum 3 major performances)
- (D) 1 Speech (5 Contests)
- (D) 1 Director of Student Activities (3 period release)
- (D) 1 Athletic Director (3 period release)
- (D) 1 Choral (minimum 2 performances)
- (A) 1 Literary Magazine (minimum 2 publications/website)
- (D) 1 Newspaper (minimum 6 publications)
  
- (D) 1 Mock Trial
- (F) 1 Dance Team Advisor
- (B) 1 Academic Decathlon
- (C) 1 Renaissance Advisor
- (B) 1 each Freshmen/Sophomore Class Advisors
- (D) 1 each Junior/Senior Class Advisors
- Department Chairperson of three or more teachers:  
(B) + \$10.00/Section, exclusive of Department Chair
- \*Department Chairperson of one or two teachers:  
(A) + \$10.00/Section, exclusive of Department Chair

**ALVORD HIGH SCHOOL**

- (A) 1 Yearbook
- (A) 1 Newspaper
- (A) 1 Student Store Supervisor
- (A) 1 ASB Advisor
- (B) 1 Chairperson

**MIDDLE SCHOOL**

- (A) 1 Drill Team/Pep Squad
- (A) 2 Intramural Coaches
- (A) 1 Yearbook
- 1 ASB Advisor:
- (A) with Activities period
- (C) without Activities period
- (B) 1 Middle School Band Director (minimum 2 performances)
- (H) 1 100 Mile Club Coordinator

- (H) 1 Choral (minimum 2 performances)
- (H) 1 PTA/PTO Liaison
- (I) Middle School Department Chairs
- (J) 1 Drama (minimum 1 performance)
- (J) 1 Hippocrates Circle Coordinator
- (J) 1 History Day Advisor
- (J) 1 Science Fair Chair
- (J) 1 Spelling Bee Chair

**ELEMENTARY SCHOOL**

- (H) 1 100 Mile Club Coordinator
- (H) 1 Choral (minimum 2 performances)
- (H) Elementary Grade-Level Chairs (8 w/ Spec. Ed & Counselor)
- (H) 1 PTA/PTO Liaison
- (J) 1 Drama (minimum 1 performance)
- (J) 1 History Day Advisor
- (J) 1 Science Fair Coordinator
- (J) 1 Spelling Bee Coordinator
- (J) 1 Student Council Advisor
- (J) 1 Yearbook Chair

**OTHER DUTIES**

EL Facilitator – The EL Facilitator for each site will be based on the number of EL students at the site (0-250= \$2,924; 251-450= \$3,510; 451-650 = \$4,094; 651-850= \$4,679; 851-1000 = \$5,263).

School Site Council – School Site Council representatives shall be compensated at the hourly rate for School Site Council meetings.

**HOURLY RATE:**

**Regular:** \$49.04/Hour  
Effective 7/1/20

**Summer School:** \$56.39/Hour  
*Note: Summer School rate reflects a 15% increase over the regular hourly rate.*

**Adult Ed:** \$49.04/Hour

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX B1 – HEALTH, DENTAL & LIFE INFORMATION**

**PLANS**

**CURRENT ANNUAL FUNDING LEVEL**

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**ANTHEM BASIC PPO PLAN**

**KAISER DEDUCTIBLE HMO  
PLAN**

**DELTA DENTAL**

(\$1,500 annual benefit)

(\$1,500 + \$200 with use of Delta Preferred Option Network)

**MES VISION**

**LIFE**

Effective February 1, 2001, the District is providing a \$20,000 life insurance policy.

**STANDARD DISABILITY**

Effective January 1, 2016, the District is providing one year disability benefit. Employees may elect to upgrade to a two-year benefit at a discounted rate.

The above funding amounts are based on a ten (10) month deduction schedule providing coverage for a twelve (12) month period.

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX B2 - EMPLOYEES SELF INSURANCE PROGRAM FOR DENTAL CARE**

- (a) The District acknowledges that the amount of the dollar contribution by the District on behalf of each employee and the breadth of the coverage remain a bargainable issue regardless of the carrier.
- (b) The District agrees that it will not abate to the General Fund any of the surpluses that may accrue to the Self-Insurance fund.
- (c) The District agrees that the surpluses and any interest derived therefrom are to be used to the benefit of the employees of the District, by either adding coverages or reducing the employees' contribution for either medical or dental insurance.
- (d) The District Self-funded Dental Plan shall be administered by the Benefits Advisory Committee.

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX B3 - RETIREMENT BENEFITS**

1) Beginning with the 2007-2008 school year, the Alvord Unified School District will pay the retiree funding level at the time of retirement for medical insurance for all qualified certificated employees until said employees reach their sixty-fifth (65th) birthday, or until they are covered by a state or federal medical insurance plan. The requirements to qualify for retirement benefits are as follows:

(a) Employees hired before January 1, 2009 must reach the age of fifty-five (55) and have ten (10) continuous years of service to the District immediately preceding the date of retirement.

(b) Employees hired on or after January 1, 2009 must reach the age of fifty eight (58) who retire with ten (10) continuous years of service to the District immediately preceding the date of retirement.

(c) The District, may on occasion, offer a SERP to AEA members that supersedes the above requirements to qualify for retirement benefits for the time the SERP is being offered. Any SERP offered to AEA members must first be presented and discussed 30 days prior to Board approval with the AEA president.

2) Beginning July 2017, the District will offer early retirees an HRA which will allow each individual the option of procuring their own medical insurance as opposed to continuing on the District's medical plans.

(a) During an open enrollment period, a prospective or current retiree will notify the Benefits Department of their desire to choose the HRA option for their retirement medical plan. That individual will be provided funds equal to the amount that was being offered at their retirement date. The current funding level for the 2018/2019 school year is \$1,200 per month. These funds will be deposited into an account for the retiree's use for qualified medical expenses.

(b) The enrollment period for the HRA is either:

1. Normal Open Enrollment for all district employees and retirees, or
2. During the Marketplace Open Enrollment period as provided for by the Affordable Care Act.

**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX B4 - CERTIFICATED EMPLOYEE REDUCED EMPLOYMENT AND**  
**RETIREMENT PROGRAM**

- (a) The employee must have reached the age of fifty-five (55) prior to reduction in workload.
- (b) The employee must have been employed full-time in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.
- (c) The option of part-time employment must be exercised at the request of the employee and can be revoked only with the mutual consent of the District and the employee.
- (d) The employee shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.
- (e) The minimum part-time employment shall be the equivalent of one half ( $\frac{1}{2}$ ) of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position.
- (f) This option is limited in pre-kindergarten through grade twelve (12) to certificated employees who do not hold positions with salaries above that of a school Principal.
- (g) An employee participating in this program shall receive the credit under the STRS he/she would receive if he/she were employed on a full-time basis and have his/her retirement allowance, as well as any other benefits he/she is entitled to under Chapter 4 of Division 10 of the Education Code of the State of California based upon the salary that he/she would have received if employed on a full-time basis, and both said employee and the District should contribute to the Teachers Retirement Fund the amount that would have been contributed if the employee were employed on a full-time basis.
- (h) A teacher in the Certificated Employee Reduced Employment and Retirement Program may remain therein for a period of five (5) years or to the end of the fiscal year in which he/she attains age sixty-five (65), whichever comes first, at which time the teacher shall retire.
- (i) The number of employees eligible for retirement under these provisions shall be determined by the District.

- (j) Any modification in the level of part-time service of an employee who has entered into this program or any return to full-time service, shall be permitted only with the mutual consent of the District and the employee. It is the intent of this program to provide options for employees for part-time employment to phase in their retirement program. Thus, return to full-time service of an employee who has entered into this program is not contemplated by the District.
- (k) To be eligible to participate in this program, an employee must have attained a salary level equivalent to or greater than the salary schedule placement Column IV, Step 12.

**APPENDIX C - WORK DAYS**

July 1, 2020 – June 30, 2021

<b><u>JOB TITLE</u></b>	<b><u>WORK DAYS</u></b>
Instructional Coach	185
Instrumental Music Instructor (Elementary/Middle)	185
Teacher	185
Adapted Physical Education	195
Behavior Specialist	195
Counselor	195
Counselor - Elementary	195
District Liaison-Homeless/Foster Youth Services	195
Instructional Specialist	195
Intervention Specialist	195
Language, Speech and Hearing Specialist	195
Mental Health Psychologist	195
Nurse	195
Program Specialist, State and Federal Programs	195
Psychologist	195
Resource Specialist	195
Special Education Teacher (SDC)	195
Teacher on Special Assignment	195
Instrumental Music Instructor (High School)	200
Program Specialist	205
Agriculture Instructor	225

**Additions or deletions from this Appendix shall not occur without written agreement between the District and the Association.**



**ALVORD UNIFIED SCHOOL DISTRICT**  
**APPENDIX D - COMPARABLE SALARY DISTRICTS**

**Districts**

Colton

Corona/Norco

Fontana

Hemet

Jurupa

Moreno Valley

Redlands

Rialto

Riverside