

CONTRACT

July 1, 2006 - June 30, 2009

between the

Alameda Unified School District

and the

Alameda Education Association

SIGNATURES

FOR THE DISTRICT:

FOR THE ASSOCIATION:

**David Forbes
President, Board of Education
Alameda Unified School District**

**Earl Rivard
President (at ratification)
Alameda Education Association**

Date

Date

Negotiating Teams

For the District:

**Don Sherratt, Interim Chief Negotiator,
Interim Chief Personnel Officer
Brandon Kruger, Chief Negotiator,
Chief Personnel Officer
David Nied, Attorney
Luz Cazares, Chief Financial Officer
Leni VonBlanckensee, Coordinator of
Assessment
Dave Dierking, Student Services / Compliance
Officer
Mary McGuinness, Principal
Bay Farm Elementary
Jeff Knoth, Principal
Otis Elementary
Katie Lyons, Principal
Lum Elementary School
Judson Kempson, Vice Principal
Wood Middle School**

For the Association:

**Glenda McDowell, Chief Negotiator
Theo Austin-Smyth, CTA Representative
Joy Sigmon, Alameda High School
Janet McNamee, Paden Elementary School
Aura Greig, Encinal High School
Patricia Sanders, Lincoln Middle School**

For information or clarification, you should contact one of your Site Building Representatives, the District Human Resources Office at 337-7070, or the Association Office at 521-3034

ALAMEDA UNIFIED SCHOOL DISTRICT
2200 Central Avenue
Alameda, CA 94501-4465
(510) 337-7070

2006-2007

BOARD OF EDUCATION

David Forbes	President, 2004-2008
Janet Gibson	Vice President, 2004-2008
Mike McMahon	Member, 2006-2010
Tracy Lynn Jensen	Member, 2006-2010
Bill Schaff	Member, 2004-2008
Ardella Dailey	Superintendent of Schools

ALAMEDA EDUCATION ASSOCIATION
OFFICERS

Earl Rivard	President
Diana Kenney	Vice President
Karen Ratto	Secretary
Patty Osborne	Treasurer
Gray Harris	K-5 Director
Bill Dodge	6-8 Director
Peter Baer	9-Adult Director

TABLE OF CONTENTS

Article 1 **Recognition 13**

Article 2 **Negotiation Procedures 15**

2.01 Timeline

2.02 Composition of Teams - Scheduling

2.03 Board-Provided Materials

2.04 Process

2.05 Safety Negotiation Committee

2.06 Special Education Negotiation Committee

Article 3 **Association Rights 17**

3.01 Use of Facilities

3.02 Leaves and Release Time for Association Business

3.03 Access to Information

Article 4 **District Rights 19**

Article 5 **Leaves 21**

5.01 Bereavement Leave

5.02 Judicial Leave

5.03 Personal Illness and Injury Leave

5.04 Personal Necessity Leave

5.05 Industrial Accident/Illness Leave

5.06 Maternity Leave

5.07 Child-Rearing Leave

5.08 Health Leave

5.09 Study Leave

5.10 Legislative Leave

5.11 Inservice Leave

5.12 Sabbatical Leave

5.13 Family Medical Leave

5.14 Military Leave

5.15 Casual Absence

5.16 General Purpose Leave

5.17 Returning from Leave

5.18 Miscellaneous

Article 6 **Grievance Procedure 33**

6.01 Definitions

6.02 Purpose

6.03 Levels

6.04 Arbitration

6.05 Miscellaneous

<u>Article 7</u>	Professional Dues and Payroll Deduction	37
	7.01 Payroll Deduction	
	7.02 Agency Fee	
	7.03 Religious Exemption	
	7.04 Miscellaneous	
<u>Article 8</u>	Teaching Hours	39
	8.01 Site Time	
	8.02 Professional Duties and Obligations	
	8.03 Preparation Time	
	8.04 In-Lieu Time	
	8.05 Lunch Time	
	8.06 Extra Duties	
	8.07 Faculty Meetings	
	8.08 Length of Work Year	
	8.09 Middle School Teachers	
	8.10 Committees	
<u>Article 9</u>	Class Size	45
	9.01 State Law	
	9.02 Regular Program Class Size	
	9.03 Middle School Site	
	9.04 Jointly Taught Classes	
	9.05 Music, Physical Education, ROTC	
	9.06 Time Limit for Adjustment	
	9.07 Special Classes	
	9.08 District Averages and Class Size	
	9.09 Exceptions	
<u>Article 10</u>	Transfer	47
	10.01 Definitions	
	10.02 Employee-Initiated Transfer	
	10.03 Employee-Initiated Exchange	
	10.04 Application for a Posted Vacancy	
	10.05 District-Initiated Transfer	
	10.06 School Closure/Year-Round Conversion	
	10.07 Assistance for Moving	
<u>Article 11</u>	Evaluation	53
	11.01 Purpose	
	11.02 Criteria Areas for Evaluation	
	11.03 Procedures for Evaluation	
	11.04 Other Areas Related to Evaluation	
	11.05 Counselor Evaluation	
	11.06 Evaluation Time Schedule for Unit Members	

<u>Article 12</u>	Health and Welfare Benefits	59
	12.01 District-Provided Coverage	
	12.02 Retirement Health Plan	
	12.03 Tax-Sheltered Annuities	
	12.04 Duration of Benefits	
	12.05 Benefits for a Part-Time Employee	
	12.06 Open Enrollment	
	12.07 Domestic Partners	
	12.08 125 Plan	
<u>Article 13</u>	Teacher Safety	65
	13.01 Teaching Related Duties	
	13.02 Unsafe or Hazardous Conditions/Standards of Cleanliness	
	13.03 Assault on Unit Members	
	13.04 Physical Control	
	13.05 Student Suspension	
	13.06 Storage Space	
	13.07 Reimbursement	
	13.08 Motor Vehicle of Unit Member	
	13.09 Other Losses or Damage	
	13.10 Liability Insurance	
	13.11 Student Transportation	
	13.12 Specialized Health Care Procedure	
	13.13 Staff Facilities	
	13.14 Classroom Access	
	13.15 TB Testing	
<u>Article 14</u>	Salaries	69
	14.01 BRL/ADA	
	14.02 ADA Increase	
	14.03 Budget Development	
	14.04 Extra Compensation - Rate of Pay	
	14.05 Payroll Period	
	14.06 Experience Credit for Salary Schedule Placement	
	14.07 Educational Units	
	14.08 Teachers Without Full Credentials	
<u>Article 15</u>	Early Retirement Incentive Programs	73
	15.01 Reason for Programs	
	15.02 Available Programs	
	15.03 Eligibility	
	15.04 Timeline	
	15.05 Programs	
	15.05A Consultancy	
	15.05B Benefit-Only Program	

- 15.05C Incentive Payment Program
- 15.05D Golden Handshake
- 15.05E Part-Time Employment with Full Retirement Credit
- 15.06 Retirement

<u>Article 16</u>	Child Development Center	77
	16.01 Work Year	
	16.02 Calendar	
	16.03 Vacation	
	16.04 Job Classification/Hours of Employment	
	16.05 Seniority List	
	16.06 Reduction in Force	
	16.07 Leaves	
	16.08 Assignments	
	16.09 Class Size	
	16.10 Teacher/Aide Relationship	
	16.11 Salary	
	16.12 Preparation Time	
<u>Article 17</u>	Peer Coaching	
81		
	17.01 Purpose	
	17.02 Selection Process	
	17.03 Coach-Teacher Relationship	
	17.04 Coach-Administrator Relationship	
	17.05 Peer Coaches	
	17.06 Joint Committee	
<u>Article 18</u>	Professional Growth	83
	18.01 Professional Growth	
	18.02 Program and Requirements	
	18.03 Time Accounting	
	18.04 Timelines	
	18.05 Appeal Process	
<u>Article 19</u>	Summer School/Intersession	85
	19.01 Hiring	
	19.02 Salaries	
	19.03 Work Day	
	19.04 Class Size	
<u>Article 20</u>	Disciplinary Action	87
	20.01 Definition	
	20.02 Right to Representation	
	20.03 Complaints Against Unit Members	

	20.04 Levels of Progressive Discipline	
	20.05 Suspension	
	20.06 Penalties	
	20.07 Action Stayed	
	20.08 Maintenance of Personnel Files	
<u>Article 21</u>	Regional Occupation Program (ROP)	89
	21.01 Salary Schedule	
	21.02 Transfer Rights	
<u>Article 22</u>	Adult School	91
	22.01 Contract Articles that Apply	
	22.02 Class Size	
	22.03 Full-Time Assignment	
	22.04 Rate of Pay	
	22.05 Teaching Assignments	
	22.06 Vacancies Posted	
	22.07 Evaluation	
	22.09 Permanent Status	
	22.10 Permanent Teacher - Assurance of Employment	
	22.11 Preparation Time	
	22.12 Work Year for Permanent Employees	
	22.13 Substitute Teaching	
<u>Article 23</u>	Year-Round Education	95
<u>Article 24</u>	Restructuring	97
	24.01 Statement of Intent	
	24.02 Restructuring/Educational Reform Plans	
	24.03 Board and Association Agreement	
<u>Article 25</u>	Contract Administration Committee	99
	25.01 Structure	
	25.02 Purpose	
	25.03 Authority	
	25.04 Meeting Schedule	
	25.05 Communication	
	25.06 Release Time/Compensation	
<u>Article 26</u>	Effects of Agreement	
101		
	26.01 Individual Contract	
	26.02 Supersede	
	26.03 Uniform Rules	
	26.04 Validity of Agreement	

- 26.05 Effect of Legislation
- 26.06 Terms of Conditions
- 26.07 Term of Contract
- 26.08 School Calendar for 2002-2003 Academic Year

Article 27 **Special Education 103**

- 27.04 IEP Meetings
- 27.05 IEP Due Process
- 27.06 Resource Specialists
- 27.07 Speech / Language Pathologist (SLP)
- 27.08 Special Day Class Teachers
- 27.10 Meetings

Article 28 **Peer Assistance and Review Program 105**

- I. Definitions
- II. Joint Committee
- III. Participating Teachers
- IV. Consulting Teachers
- V. Peer Assistance and Review Process for Permanent Teachers
- VI. Miscellaneous

Article 29 **Technology 113**

- 29.01 Unit Member Access
- 29.04 Training and Expectations
- 29.05 Parent and Student Access
- 29.06 Computer-Based Classes
- 29.07 District E-mail
- 29.08 Electronically Maintained Student Records
- 29.09 Other Technology-Related Issues
- 29.10 Technology Oversight Committee

APPENDICES:

Appendix A

- A-1 Main Salary Schedule (includes ROP / Other AEA) 117
- A-2 Adult School Salary Schedule 119
- A-3 Child Development Center Salary Schedule 121
- A-4 Counselor Salary Schedule 123
- A-5 Special Assignment Salary Schedule 125

Appendix B **Grievance Form 127**

Appendix C

- C-1 Teacher Evaluation Criteria 129
- C-2 Teacher Evaluation Report 131
- C-3 Counselor Evaluation Planning and Observation Form . . . 133
- C-4 Counselor Evaluation Report 137
- C-5 Performance Evaluation Addendum 139

<u>Appendix D</u>	D-1	2006-2007 Calendar	141
	D-2	2007-2008 Calendar	143
	D-3	2008-2009 Calendar [To be negotiated]	145
<u>Appendix E</u>		Property Registration Form	147
<u>Appendix F</u>	F-1	CA Declaration of Domestic Partnership	149
	F-2	AUSD Domestic Partner Affidavit	151
	F-3	CA Notice of Termination of Domestic Partnership	153
		CA Revocation of Termination of Domestic Partnership ...	154
	F-4	AUSD Termination of Domestic Partnership	155
<u>Appendix G</u>		Waiver Request	157
<u>Appendix H</u>		Health and Welfare Benefits	159
<u>Appendix I</u>		California Standards for the Teaching Profession (CSTP)	161
<u>Side Letters:</u>			
		Extra Duty Assignment Guidelines for Alameda and Encinal High Schools	163
		Kindergarten Classes – Memorandum of Understanding	165
		Kindergarten Program	169
		Special Education	171
		Education Reform Collaborative Pilot Program	173
		Catastrophic Sick Leave Bank – Memorandum of Understanding	175

ARTICLE 1

RECOGNITION

- 1.01 The Alameda Unified School District, hereinafter referred to as the "employer," "District," or "Board," recognizes the Alameda Education Association/CTA/NEA, hereinafter referred to as the "Association," as the exclusive representative for all certificated employees, tenured and probationary, who are identified under Teachers' Salary Schedule A, Child Development Center Certificated Salary Schedule or ROP salary schedule; temporary or any other certificated employees with a contract of specified duration; Adult School teachers, Summer School teachers and other hourly teachers who are teaching ten (10) or more hours per week; and the certificated employees on leave of absence. Excluding: Management - Superintendent, Assistant Superintendents, Directors, Principals, Vice-Principals, Coordinators, Supervisors - Head Counselors, Guidance Consultants, Psychologists, and other Salary Schedule B positions; Acting Management, and Substitutes (day-by-day).

ARTICLE 2

NEGOTIATION PROCEDURES

2.01 Timeline

The Association and the District shall submit initial proposals by March 15th of the prior year. New subjects of meeting and negotiating arising from the presentation of initial proposals shall be made in accordance with Section 3547(d) of the Educational Employment Relations Act. It is the intent of the parties that negotiations be completed before the school year begins.

2.02 Composition of Teams – Scheduling

2.02.01 Either party may utilize the services of outside consultants to assist in the negotiations.

2.02.02 The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.

2.02.03 The Association shall be allowed released time for no more than five (5) of its members for the purpose of attending scheduled sessions for negotiations.

Up to two (2) additional persons may be released for negotiations if the Association reimburses the District the actual cost of substitutes.

Representatives of the Association shall be scheduled to participate during the working hours in negotiations and impasse procedures and shall suffer no loss in compensation pursuant to Section 3543.1 of the Government Code. An extension of negotiating sessions beyond the employee workday shall be by mutual consent.

2.03 Board-Provided Materials

2.03.01 The District shall furnish the Association with two (2) copies of the J200 Series (Annual Financial and Budget Report) when approved by the County and submitted to the State, and the P1 and P2 (State Attendance Report) at the time such reports are transmitted to the County or State. Other relevant information shall be available upon request. The Association shall provide to the District all non-confidential information that it has control of that will enable the District to carry out its obligation.

2.03.02 The District shall furnish the Association a document showing the placement of Bargaining Unit Members on the salary schedules and their fringe benefit coverage by name, contract status, and hire date. This document(s) shall be furnished not later than November 15 and shall reflect changes made up to November 1. This document shall be updated and resubmitted to the Association no later than ten (10) days after the start of the second semester and shall reflect the current status of all Bargaining Unit Members as of the second semester.

2.03.03 Within sixty (60) days of ratification of the Contract by both parties herein, the District shall have enough copies of the contract prepared and delivered to the Association for distribution to all its members.

2.04 Process

2.04.01 During negotiations, items tentatively agreed upon may be reduced to writing and initialed by both parties. If mutually agreeable, the tentatively agreed upon items shall be reduced to writing and initialed by both parties prior to adjournment of the meeting at which tentative agreement is reached. Tentative agreements are subject to agreement on all proposals being negotiated.

2.04.02 When the negotiators reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association and the Board for ratification prior to implementation.

2.04.03 Negotiations shall take place at a mutually agreed upon location. Agendas shall be developed at each session for the subsequent session.

2.04.04 During negotiating sessions, proposals and counter-proposals shall be set forth in writing and dated.

2.04.05 All negotiation sessions shall be closed unless mutually agreed upon in advance by both parties.

2.05 Safety negotiation committee

A committee comprising two representatives of the Association and two representatives of the District shall meet to review Article 13 (Safety) of this Agreement. This committee will develop a proposal for changes to that Article to present to both negotiating teams. The committee shall present its proposal no later than the end of calendar year 2004.

2.06 Special Education negotiation committee

A committee comprising three representatives of the Association and three representatives of the District shall meet to review Article 27 (Special Education) of this Agreement. This committee will develop a proposal for changes to that Article to present to both negotiating teams.

ARTICLE 3

ASSOCIATION RIGHTS

3.01 Use of Facilities

- 3.01.01 The Association and its members shall have the right to make use of school equipment, buildings, and facilities when not required to render service to the District. Such use shall be in conformance with the Civic Center Act and be scheduled with the principal and not result in disruption of the business of the District. The Association shall reimburse the District upon request for any consumable supplies and shall leave equipment, buildings and facilities in the same condition in which found.
- 3.01.02 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and employee mailboxes for communications in compliance with the law.
- 3.01.03 Authorized representatives of the Association shall be permitted to transact official Association business on school property when not required to render service to the District. Exercise of this right shall not result in the interference with employees on duty.
- 3.01.04 Organizational representatives will have the right to schedule meetings for employees before or after duty hours or at such other times when employees are not required to render service to the District.
- 3.01.05 No required District or site meetings involving unit members shall be called on the 3rd Tuesday of each month absent an emergency to allow attendance at the Association Representative Council.

3.02 Leaves and Release Time for Association Business

- 3.02.01 The Board shall grant leave to officers or representatives designated by the Association when their presence is requested by the District or required by the duty of fair representation. If this occurs during a time period when the designated officer or representative is off track, the officer/representative will be paid based on the per diem rate. Such days shall not be charged to the Association or the employees.
- 3.02.02 The Board shall grant leave to certain officers and representatives of the Association, not to exceed a total of thirty (30) days per school year to attend to organizational business when circumstances are so circumscribed that the organizational matters must be attended to during the normal working day.

In addition to the above, up to twenty-one (21) days over the life of the Contract, upon request, shall be made available to the Association President or designee.

- a. In carrying out this section, the Board shall not incur any costs contrary to codes regarding the expenditure of District funds.
- b. The Association shall pay the cost of substitutes for days of leave under this section.
- c. The Association shall provide prior notice to the Director of Personnel as soon as possible, but not later than twenty-four (24) hours in advance except in emergencies.
- d. No one employee shall use more than ten (10) days under this section in any one school year.

3.02.03 The Association President will notify the District annually of the amount of release time he or she requires after consultation with the Superintendent. The District will pay 25% of Step 13, Column 2 for the Association President's release time.

3.03 Access to Information

3.03.01 Listed names, addresses and telephone numbers of all employees shall be provided without cost to the Association no later than November 15 of each school year.

3.03.02 The Board shall provide the Association with one (1) copy of the complete Board of Education meeting agenda and back-up materials.

3.03.03 Upon request, the Board shall furnish the Association any available information concerning District finance, professional staffing, or other information which is necessary for the Association to fulfill its role as exclusive representative.

ARTICLE 4

DISTRICT RIGHTS

- 4.01 All District rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as modified by the terms and conditions of this Agreement.
- 4.02 The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.
- 4.03 Concerted Activities

The Association agrees that there will be no strike or other form of work stoppage during the term of this Agreement.

In the event that the parties reopen this contract pursuant to mutual agreement, the no strike provisions of this article shall not apply after exhaustion of statutory impasse procedures.

ARTICLE 5

LEAVES

5.01 Bereavement Leave

- 5.01.01 An employee shall be entitled to a leave of seven (7) days due to the death of spouse, parent, or child.
- 5.01.02 An employee shall be entitled to a leave of absence, not to exceed three (3) days for one-way travel of 250 miles or less; or five (5) days if one-way travel of over 250 miles is required, due to the death of any member of his/her immediate family, except for spouse, parent, or child.
- 5.01.03 For purposes of this provision, the term "immediate family" shall include grandparents, grandchildren, in-laws, siblings of the employee, individual noted on a Domestic Partner Affidavit or any individual residing in the immediate household of the employee. Inclusion of other members in the definition of "immediate family" may be granted at the direction of the Superintendent, or designee.
- 5.01.04 Any employee may be granted up to two (2) days' bereavement leave for the death of persons of established close family relationship.
- 5.01.05 For leave granted under this provision, no deductions shall be made from salary or sick leave, unless otherwise specified.
- 5.01.06 Upon exhaustion of bereavement leave, an employee may use personal necessity leave in accordance with Section 5.04.
- 5.01.07 Upon exhaustion of personal necessity leave, an extension of bereavement leave may be granted by the Superintendent but it shall be deducted under sick leave. Requests shall not be unreasonably denied.
- 5.01.08 Notification to the District of the absence shall be made in accord with the sick leave policy.

5.02 Judicial Leave

- 5.02.01 An employee shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury, or respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the employee. An employee shall receive his/her regular pay and shall endorse to the District any amounts received for jury duty.

5.03 Personal Illness and Injury Leave

- 5.03.01 A full-time employee shall be entitled to ten (10) days' leave with full pay each school year for purposes of personal illness and injury.

- 5.03.02 An employee who works less than full-time shall be entitled to that portion of the ten (10) days as the number of hours per week of scheduled days relates to the number of hours or a full-time employee in a comparable position.
- 5.03.03 A full time employee may use up to ten (10) days of accrued/available sick leave per year to attend to an illness of a child, parent or spouse. This use shall be subject to the same conditions and restrictions as apply to the employee's use of sick leave for his/her own illness. This sick leave entitlement shall not extend the maximum period of leave to which the employee is entitled under Government Code Section 12945.2 or the Family Medical Leave Act and shall run concurrently with those leaves when the reason for this leave is also reason for leave under those provisions.
- 5.03.04 Extended Sick Leave of Absence with 5 Month Differential Pay

During each school year when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of illness or accident for an additional period of up to five school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the position during the absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had he or she been employed. The District shall make every reasonable effort to secure the services of a substitute employee. Any salary paid to a substitute teacher in excess of the absent unit member's daily rate shall be paid by the District.

- a. The sick leave, including accumulated sick leave, and the five-month differential period shall run consecutively, unless an employee qualifies for Catastrophic Sick Leave, under Article 5.03.15. In the case of an employee who qualifies for Catastrophic Sick Leave, the order of benefits shall be (1) accumulated sick leave, (2) approved catastrophic leave, (3) differential pay leave, and (4) second approved catastrophic leave.
- b. If awarded catastrophic leave the employee may use that leave prior to the five (5) month differential pay leave.
- c. A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in the subsequent school year.
- d. When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident beyond the five month period provided for above, and the unit member is not medically able to resume the duties of his or her position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the unit member is on probationary status, or for a period of 39 months if the unit member is on permanent status. When the unit member is medically able during the 24 or 39 month period, the unit member shall be returned to employment in a position for which he or she is credentialed and

qualified. The 24-month or 39 month period shall commence at the expiration of the five-month period provided for above.

- 5.03.05 An employee may accumulate unused sick leave without limitations.
- 5.03.06 The District may require verification of illness, injury, or quarantine from a licensed physician, licensed medical care provider or nurse practitioner, if an employee utilized sick leave for five (5) consecutive school days. Employees returning to work from sick leave involving major surgery or serious illness shall be required to present a doctor's release verifying medical permission to return to work.
- 5.03.07 An employee must contact his/her supervisor in advance of taking sick leave whenever possible in order that other arrangements may be made for services needed. In cases where the absence will be for a period more than one day, the employee will notify the Substitute Desk the day prior to his/her return. Where earlier notification is not possible, the employee will notify the Substitute Desk between 6:00 a.m. and 8:00 a.m. on the day of return to duty.
- 5.03.08 An employee who is absent for one-half day or less shall have one-half day deducted from accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave. When the notification of return to duty is given too late to withdraw the substitute from the assignment, the substitute shall be permitted to work an additional one-half day and the regularly assigned employee shall be assessed an additional half day of absence.
- 5.03.09 A full time Adult School employee shall be entitled to ten (10) days' sick leave. Hourly Adult School employees shall be entitled to sick leave based on twice the number of hours of service per week assigned.
- 5.03.10 An Adult School employee who does not use the allotted sick leave during any school year shall be allowed to accumulate sick leave on the following basis: the average number of days employed per week shall determine the number of days sick leave allowed. The number of days of allowable sick leave shall be converted into hours and the net number of hours unused at the close of the school year will be credited to the employee.
- 5.03.11 A ten (10)-month employee serving in a certificated position during the summer months may use any accumulated sick leave in a manner similar to the regular school year.
- 5.03.12 The Superintendent or the supervisor of the employee may require a physician's or other verification as to any employee's claimed reasons for absence in any situation which it is believed that no valid grounds exist for the employee's claim for absence.
- 5.03.13 **Quarantine Absence**
There will be no charge against an employee's cumulative sick leave if because of another's illness he/she has been quarantined by city or county health officers. Under these circumstances, the employee shall receive his/her salary in full.
- 5.03.14 **Compelling Personal Importance**

Three (3) days of sick leave may be used by an employee for the reason of compelling personal importance. "Compelling Personal Importance" is used to mean an event or circumstance which is out of the ordinary, beyond the control of the employee, and one that cannot be handled before or after regular duty hours. This day may not be used in conjunction with any other leave without prior approval by the District Personnel Office.

5.03.15 Catastrophic Sick Leave Bank

- a. The District shall establish a Catastrophic Leave Bank for all employees beginning January 1, 1998. The purpose of the Catastrophic Sick Leave Bank is to provide those employees with severe, incapacitating illnesses or injuries with additional leave support in a manner that is fair and equitable for all members. The Catastrophic Sick Leave Bank is the only means by which donated sick leave days may be claimed by a member.
- b. Every unit member who wishes to be eligible for this "bank" must contribute one sick leave day to the "bank" for that current year. If the unit member does not contribute when eligible (within 90 days of eligibility as a probationary/permanent teacher) the unit member forfeits the ability to use this bank. This eligibility rule is in effect each time the bank requests new contributions. Any time the bank falls below sixty (60) days a new solicitation shall be done.
- c. A maximum of sixty (60) days may be given a member for catastrophic leave. All catastrophic leaves must be preceded by a letter defining the catastrophic nature of the request. An employee applying for catastrophic leave shall have suffered severe incapacitating illness or injury, as certified by the attending physician or doctor, which requires the regular and continual care of a physician or doctor, and which prevents the employee from performing the substantial duties of his/her assignment. The Chief Personnel Officer, Personnel services and the AEA President shall act upon the request. The granting of catastrophic leave shall be contingent upon mutual agreement of the District and AEA and this decision shall not be grievable.
- d. A condition of the granting of the first sixty (60) days of catastrophic leave shall be the exhaustion of fully paid leave. However, the first sixty (60) catastrophic leave days shall be considered pre-differential days.
- e. Any unit member is eligible to reapply for one additional unit of sixty (60) days if needed after the differential days have been exhausted.
- f. To be eligible for an additional sixty (60) days of catastrophic leave (paragraph above), the unit member shall be enrolled in an income protection plan providing for a minimum of one (1) year's salary.
- g. An employee who is on catastrophic leave may be required by the Committee to apply for STRS disability.

- h. A review of the Catastrophic Leave Bank may be initiated by the District or the Association by May 1 of any year and shall be continued into the next school year only with mutual agreement.

5.03.16 Sick Leave Incentive

A full-time employee shall accumulate one extra day of sick leave for each year that the employee uses one or less days of sick leave.

A donation to the catastrophic leave bank or use of up to three days of personal necessity as religious holidays shall not constitute use of sick leave for purposes of this provision.

5.04 Personal Necessity Leave

5.04.01 Personal necessity leave shall be limited to circumstances serious in nature which an employee cannot reasonably be expected to disregard. Absences pursuant to this leave provision normally necessitate the employee's immediate physical presence elsewhere and involve matters which cannot be accomplished at any other time.

5.04.02 In any single school year a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons as defined below.

5.04.03 Under personal necessity leave, an employee shall not be required to secure advance permission for leave taken for any of the following reasons:

- a. Death or illness of a member of his/her immediate family.
- b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
- c. Imminent danger to the home of the employee, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during his/her assigned hours of service.

5.04.04 The following personal necessity leaves shall require prior notice and be limited to:

- a. Appearance in court as a litigant
- b. Paternity
- c. Bereavement beyond the number of days allowable in the bereavement leave, Section 5.01.04.
- d. Adoption
- e. Established religious holidays.

5.04.05 Advance approval shall be required for other personal "contingencies" that require the employee's absence from duty. "Contingency" is used to mean an event or

circumstance which is out of the ordinary, beyond the control of the employee and one that cannot be handled before or after regular duty hours.

- 5.04.06 Where prior notice or approval is necessary for personal necessity leave, the employee shall submit a Personal Necessity Form to the Personnel Office. Forms for such leave are to be submitted at least two (2) days prior to commencement of leave.
- 5.04.07 The employee shall fill out the necessary absence forms upon his/her return. The District Personnel Office shall be responsible for the administration of personal necessity leave, including verification of such leaves.

5.05 Industrial Accident/Illness Leave

- 5.05.01 An employee will be entitled to industrial accident or illness leave according to the provisions in the Education Code for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- 5.05.02 Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.
- 5.05.03 For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.
- 5.05.04 If the employee fails to endorse to the District any wage loss disability indemnity check received due to the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.
- 5.05.05 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.

5.06 Maternity Leave

- 5.06.01 **Maternity Leave:** The Board shall provide for leave of absence from duty for any employee who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the employee shall resume her duties, shall be determined by the employee and the employee's physician.
- 5.06.02 **Pregnancy Disability:** An employee is entitled to use personal illness leave as set forth in Section 5.03 of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be

used for child care, child-rearing, or preparation for child-rearing, but shall be limited to those disabilities as set forth above.

The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require verification of the extent of disability through consultation with the employee and the employee's physician.

5.07 Child-Rearing Leave

- 5.07.01 Upon request, the Board shall provide an employee who is a natural or adopting parent an unpaid leave of absence for the purpose of rearing his or her child. Such leave shall remain in effect no longer than the end of the second semester following the request for this leave.
- 5.07.02 An employee shall notify the Superintendent that he/she intends to take such leave at least six (6) weeks prior to the anticipated date on which the leave is to commence or as soon as possible. Upon request, the Board shall extend a child-rearing leave up to two (2) additional semesters.
- 5.07.03 Any employee who seeks an extension of a child-rearing leave shall notify the Superintendent no later than six (6) weeks preceding the expiration of the original leave.

5.08 Health Leave

- 5.08.01 The Board shall grant an employee who has exhausted all other illness leaves, upon request, an unpaid leave for health reasons for the period requested up to the end of the school year.
- 5.08.02 A statement by the employee's physician to the effect that the employee is entitled to such leave shall be furnished at the Board's request.
- 5.08.03 An employee shall notify the Board of his/her intended return date at least two (2) weeks in advance but in no event later than June 30.

5.09 Study Leave

- 5.09.01 Board may grant an employee an unpaid leave of absence to pursue educational improvement and advancement. This improvement and advancement shall consist of a formal course of study for credit. Such leave shall be for a minimum of one semester and a maximum of two (2) semesters and shall be extended upon request for a maximum of two (2) additional semesters, provided that verification of full-time academic pursuit is presented.
- 5.09.02 An employee shall make application to the Superintendent at least six (6) weeks prior to the anticipated date on which the leave is to commence.

5.09.03 An employee who seeks an extension of study leave shall make application no later than six (6) weeks preceding the expiration of the original leave.

5.10 Legislative Leave

5.10.01 An employee who is elected or appointed to a public office shall be entitled to an unpaid leave of absence for the length of his/her term or terms of office.

5.10.02 The employee on such leave shall notify the Board of his/her intended return at least six (6) weeks in advance.

5.10.03 The employee on such leave shall be entitled to return to employment at the end of the leave.

5.11 Inservice Leave

5.11.01 Upon request, an employee may be granted inservice leave for the purpose of improving his/her professional performance. This includes attendance at professional conferences and performance of duties as an officer in a professional organization. Application for such leave shall be made to the Superintendent through the employee's immediate supervisor. Such leave shall be paid.

5.12 Sabbatical Leave

5.12.01 All applications for sabbatical leave shall be submitted to the Office of Personnel and shall include a detailed outline of the purpose and the plans for use of such leaves.

5.12.02 An employee who has served the District for seven (7) consecutive years is eligible to apply for sabbatical leave. Authorized leaves shall not constitute a disruption of consecutive years of service accruing toward the sabbatical leave requirements. Leaves may be one semester or one year.

5.12.03 Applications for sabbatical leave must be submitted to the Office of Personnel no later than March 1 of the year preceding the school year in which leave is requested.

5.12.04 Members of the unit may be granted sabbatical leave in any one school year if approved by the Board in accordance with the provisions of this section.

Distribution of leaves will be weighted against the following criteria:

- a. Specific purpose of the sabbatical and the benefit to the schools and pupils of District
- b. Quality of applicant's service to the District
- c. Former sabbatical leaves granted to the employee
- d. Total length of employee's professional service

e. Employee's seniority in the District

f. Cost to the District

5.12.05 Evaluation of application shall be made by a committee consisting of three (3) employees appointed by the Association and three (3) others appointed by the Superintendent or his/her designee.

5.12.06 An employee on sabbatical leave shall be compensated at the difference between the salary of the employee on leave and the salary at Step I, Column 3, on Salary Schedule A. While on leave, the employee may continue fringe benefits at his/her own expense.

5.12.07 Upon application, the employee will sign an agreement to return to service in the District for not less than two (2) years upon completion of leave, or restore to the District all compensation received while on leave. Sabbatical leave salary payment will be made in the same manner as if the employee were working in the District.

5.12.08 In case of injury to, or illness of, the employee during sabbatical leave which prevents his/her completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If death, serious injury, or disabling illness prevents the employee from fulfilling the agreement to return to service in the District, no repayment of salary will be required.

5.12.09 The employee who has taken sabbatical leave will file with the Office of Personnel, for transmission to the Board of Education, a detailed report within sixty (60) days after returning, giving evidence that the program of study and/or travel has been carried out.

5.12.10 Upon approval by the Board of Education, a contract shall be drawn which provides for reimbursement to the District in the event of failure to complete the specifications of the contract.

5.13 Family Medical Leave

5.13.01 The District shall comply with the applicable provisions of the California Family Rights Act and the Family and Medical Leave Act. Nothing herein shall be construed to delete any rights in the contract or the Education Code.

5.13.02 Specifically, the Act permits leave for birth of a child, placement of a child for adoption or foster care, to care for a spouse, child or parent with a serious health condition, or a serious health condition which renders the employee unable to perform job functions. An employee may chose to use his or her accrued sick leave for any leave authorized under the FMLA or the CFRA.

5.13.03 Definitions of child and parent shall be as defined in the above law.

5.13.04 For any of the above leave reasons, the employer shall maintain the employee's health benefits coverage on the same level as if the employee has continued to work to the extent required by the above referenced law. If an employee fails to return to

work, an employer may recover its share of health plan premiums paid during the period of unpaid leave unless the failure to return is caused by a serious health condition of the employee or other circumstance beyond the employee's control.

- 5.13.05 Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.
- 5.13.06 An employee may be required to provide medical certification whenever a serious health condition of the employee or his/her family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the employee may be required to provide recertification of his or her serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.
- 5.13.07 Where advance notice is possible, an employee must provide 30 days' advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.
- 5.13.08 An employee may be required to provide periodic reports of his or her status and of his or her intent to return to work while on leave. Such reports may be required as often as every 30 days, unless otherwise specified by the employee's immediate supervisor.
- 5.13.09 An employee on family leave for his or her own serious health condition is required to provide a fitness-for-duty certificate from his or her physician before he or she will be reinstated to employment.

5.14 Military Leave

- 5.14.01 Unit members who have active duty assignments during the school year shall be compensated in accordance with applicable law.

5.15 Casual Absence

A supervisor shall have the power to grant a full-time employee permission to be absent, without loss of salary, for parts of a day, not to exceed one-half day, when good reason for such absence exists and provided that frequent requests for such absence are avoided. Such absences may be granted only when the supervisor is certain that the normal assignment for the individual can be adequately covered.

5.16 General Purpose Leave

A leave granted by the Board not specified or defined is a general purpose leave. In the application, the employee must specify the reason for the leave. If this leave is granted, it shall be granted for a maximum of one year. An employee is not limited to one general leave per career. Normally the Board shall not grant a leave to allow the employee to accept other employment, whether the employment be as an educator or in a different occupation.

5.17 Returning from Leave

- 5.17.01 An employee on an unpaid leave of absence shall be entitled to be assigned to the same site and position held prior to the leave of absence, or if circumstances do not permit such assignment, to an available position at the site similar to the position held at the time the leave was granted only if the employee notifies the District by March 1 of his/her intent to return for the coming school year. If an employee is on leave for health purposes, the District may require a report from the employee's physician prior to March 1 regarding whether the employee will return to work at the beginning of the following school year. This provision shall not apply to any leave longer than one year.
- 5.17.02 If, when requested to do so an employee fails to notify the District prior to July 1 of his/her intent to remain or not to remain in the service of the District, the District may terminate the employee as of June 30th of that year in accord with Education Code section 44842. A notice and hearing as required by the Education Code shall be offered prior to termination.

5.18 Miscellaneous

- 5.18.01 An employee on an unpaid leave of absence shall be entitled to make payments for all District Group Insurance programs in which the employee may wish to participate.
- 5.18.02 Superintendent may require, where any absence for illness, accident or quarantine is taken during a work stoppage, a statement from the attending physician for such absence. The expense, if any, for this statement verifying valid absence during work stoppage, shall be paid by the District if the employee's medical plan does not cover such expense. No compensation shall be paid for absences which are not under the provisions of this Article.
- 5.18.03 The District has the right to require that an employee be examined by a physician designated by the District at the District's expense prior to an employee's return from leave.

This procedure shall be implemented only for just cause. The employee reserves the right to a second medical opinion by a physician or practitioner of the employee's choice at the District's expense.

No absence arising from implementation of this section shall result in loss of salary, fringe benefits, sick leave, or any other leave rights.

ARTICLE 6

GRIEVANCE PROCEDURE

6.01 Definitions

- 6.01.01 A "grievance" is a claim of a violation, misinterpretation or misapplication of a provision of this Agreement.
- 6.01.02 A "grievant" may be any certificated employee(s) of the District covered by the terms of this Agreement who is making a claim(s), or the Association where the grievance is a class action and the Association President or a unit member(s) belonging to the affected class signs the grievance, or where the Association is the adversely affected party.
- 6.01.03 A "day" is defined as a working day when teachers are required to be in attendance. If the grievant(s) is at a year-round school, "day" will be a working day on the year-round calendar applicable to the grieving unit member(s).

6.02 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

6.03 Levels

6.03.01 Level One

Within twenty (20) days after the aggrieved knew of the act or condition and its aggrieving nature that formed the basis of the grievance, the aggrieved person shall formally file a statement of grievance on the District-provided form or a copy (Appendix B). Forms may be obtained from site administrator, District Office or Association. The grievant shall have previously attempted to resolve the alleged grievance by discussion with his/her immediate supervisor. The administrator shall render a proposed resolution in writing within ten (10) days of receiving the written grievance, with a copy to AEA.

6.03.02 Level Two

If the grievant is dissatisfied with the response at Level One, he/she may within five (5) days of the Level One response appeal the decision to the Superintendent/Designee. As soon as possible, but in no event later than ten (10) days after receipt of the written grievance by the Superintendent/Designee, the Superintendent/Designee shall meet with the aggrieved person and a representative of the Association, if requested by the grievant, in an effort to resolve it. The Superintendent/Designee shall give the grievant a written response within five (5) days of the meeting, with a copy to AEA.

6.03.03 Level Three: Mediation

If the grievant is not satisfied with the response at Level Two, the District and the Association may mutually agree to submit the grievance to mediation.

6.03.03.01 The Association must notify the District in writing within five (5) working days of the conclusion of Level Two of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than five (5) working days after receipt of the Association's written request.

6.03.03.02 Within five (5) working days following the agreement of the District and the Association to mediate the grievance, the Association shall notify State Mediation and Conciliation Service or other mutually agreed upon source to appoint a mediator. The mediator shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.

6.03.03.03 There shall be one (1) person from each party designated as spokesperson for the party at the mediation conference.

6.03.03.04 The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance. Either party may raise any issue related to the grievance, whether or not it was raised earlier.

6.03.03.05 If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing.

6.03.03.06 The fees and expenses of the mediator shall be shared equally by the parties.

6.03.04 Level Four

If the grievant is not satisfied with the written response to his/her grievance at Level Two, and the parties do not agree to participate in Level Three, or the grievance is not resolved at Level Three, the aggrieved person may, within ten (10) days after a decision by the Superintendent/Designee, request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent/Designee, within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator.

6.04 Arbitration

- 6.04.01 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the Association's submission of the grievance to arbitration, the District shall request a list of arbitrators from the State Mediation and Conciliation Service. The parties shall alternately strike names, the first strike being determined by lot. No issues shall be considered which have not been a part of the grievance from Level One.
- 6.04.02 The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.
- 6.04.03 All costs for the services of the arbitrator, including but not limited to, per diem expenses, his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.
- 6.04.04 The parties may agree to an expedited arbitration procedure in any particular case. If used, the parties agree to be bound by the expedited rules of the American Arbitration Association.

6.05 Miscellaneous

- 6.05.01 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.
- 6.05.02 A reasonable number of representatives of the exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievances.
- 6.05.03 All documents, communications and records originating with the grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 6.05.04 The time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. A statement of this Agreement shall be in writing.
- 6.05.05 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in harm to the

aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or may be extended so resolution is attempted as soon as practicable.

- 6.05.06 Nothing contained herein shall be construed as limiting the right of any teacher to represent him/herself through Level Two of the procedure and have the grievance resolved without intervention of the Association provided the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and been given the opportunity to file a response.
- 6.05.07 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 6.05.08 If the administration fails to respond in writing to the grievant at any of the pre-arbitral levels of the procedure, the grievant may proceed to the next level.

ARTICLE 7

PROFESSIONAL DUES & PAYROLL DEDUCTION

7.01 Payroll Deduction

Any unit member who is a member of the Alameda Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. All such authorization shall continue in effect from year to year unless revoked in writing thirty (30) days after the contract expires.

7.02 Agency Fee

Any unit member who is not a member of the Alameda Education Association, CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments, payable to the Association in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 7.01 of this Article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 7.01, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 7.01 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.

7.03 Religious Exemption

7.03.01 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Alameda Education Association, CTA/NEA as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

- A. Alameda Foundation for Education
- B. Foundation to Assist California Teachers
- C. Xanthos
- D. United Way

Such payment shall be made in compliance with 7.02 of this Article.

7.03.02 Proof of payment and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 7.03 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 7.01 and 7.02 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented in compliance with 7.02 of this Article.

7.03.03 Any unit member making payments as set forth in Section 7.03 and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

7.04 Miscellaneous

7.04.01 With respect to all sums deducted by the District pursuant to Sections 7.01 and 7.02 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

7.04.02 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 7.03 of this Article.

7.04.03 The Association shall pay to the District all legal fees, costs incurred in defending against any court or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation; and shall indemnify and hold harmless the District, its Board Members, and employees from any judgment arising out of such challenges. The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried, or appealed.

ARTICLE 8

TEACHING HOURS

8.01 Site Time

Required site time for members of the unit shall be those hours needed to teach and supervise students; to attend faculty meetings, department meetings, student and parent conferences, Back-to-School Night and Open House; and to perform the Extra Duties defined in 8.06 below.

The Association and the District agree to create a Technology Committee to negotiate the impacts, if any of the use of new technology.

Any new requirement will be evaluated prior to its adoption and will not be implemented without negotiations if it is expected to increase required site time.

8.02 Professional Duties and Activities

8.02.01 Professional duties, to be performed on or off site, shall include:

- Preparation for instruction
- Evaluation of student work
- The development of education plans, when appropriate.

8.02.02 Additional professional activities may include:

- Special help for students
- Curriculum and program development
- School Improvement Plan (SIP) meetings
- School Site Council (SSC) meetings
- Attendance at school functions
- Other activities, which arise in the course of the year, due to unexpected circumstances
- Professional growth

8.03 Preparation Time

8.03.01 Preparation periods shall be self-directed assigned site time for teacher use and discretion for professional activities such as:

- Preparation of lesson plans, student assignments and materials, visual aids, films, room displays, textbook evaluation and evaluation of student work.
- Conferencing with parents, pupils, administrators, and other District employees.
- Other duties mutually agreed upon by the teacher and the principal or immediate supervisor.

Site administrators retain the discretion to meet with teachers during their preparation time on occasion.

8.03.02 Time for preparation and planning shall be allocated as follows:

Kindergarten Teachers: Preparation time begins after the completion of their student day. As with other teachers receiving a daily preparation period, in-lieu time will only be granted per 8.04(a) or (b) below.

Elementary Site Teachers: Four 60-minute preparation periods per week, three of which shall be individually scheduled, and one common preparation period. A rescheduled preparation period shall be offered to any unit member losing his/her individually scheduled preparation period if the loss is due to holidays or District established staff development days. This applies to all Board adopted staff development days, regardless of the purpose for which the day is used. On other occasions, when an individually scheduled preparation period is missed due to District scheduling, in-lieu time shall be granted. A teacher shall not receive monetary compensation for a missed preparation period that falls on a holiday. Fourth and fifth grade classroom teachers shall receive one additional in-lieu day per trimester.

Middle School teachers (6-8): 5 periods per week within the student day.

Secondary teachers (9-12): 5 periods per week within the student day.

A period refers to a student period.

For any exceptions to preparation time and/or scheduling, a waiver request must be submitted to the Association.

8.04 In-Lieu Time

An employee may use accumulated "in-lieu time" for professional purposes.

- a. In-lieu time is cumulative when an employee during a preparation period supervises another employee's class for one period as assigned by the administrator. The assignment shall be presented to the employee in writing.
- b. In-lieu time shall be granted when a teacher takes additional students into his/her classroom because of the absence of another teacher. In-lieu time shall be credited when the additional students, plus the regular enrollment of that class, exceeds class maximum as stated in the contract.
- c. In-lieu time will be credited based on one day for each five (5) periods of 60 minutes, or fraction thereof, for the elementary school, six (6) periods for the middle school and five (5) periods for the high school.
- d. In-lieu time will be cumulative and used by the end of the school year.
- e. When an employee submits signed in-lieu forms equivalent to one work day, he/she shall be granted a day of in-lieu time. In-lieu time can be used by having a substitute for the day or by turning in the day for compensation, except that in-lieu time due to a missed

preparation period that falls on a holiday can be used by having a substitute for the day but cannot be used for monetary compensation. The compensation shall be for the substitute rate of pay, for the day, paid to the teacher. At the end of the school year, if a full day of in-lieu time has not been accumulated, the teacher will be paid the hourly rate for the remaining compensatory hours.

8.05 Lunch Time

Every member of the bargaining unit shall be entitled to not less than a forty (40)-minute duty-free uninterrupted lunch period per day, except on rainy days or any other day with a variation in schedule when the lunch period shall be no less than thirty (30) minutes.

8.06 Extra Duties

Faculty members have the option to select, in advance, those events they would prefer to supervise.

8.06.01 Middle school and high school unit members shall select extra duties from among the following areas:

- Athletic events
- Dances
- Plays
- Graduation
- High School Class Sponsor
- PTA or PTSA representative
- AEA representative, officer, or negotiating team member (maximum of two extra duties)
- School site council
- Other extra duties as needed

All unit members shall select up to four (4) events at 3.5 hours for a total of 14.0 hours as part of their regular duties but shall be paid at the hourly rate for additional duties, except that class sponsors shall be credited with four (4) events and club sponsors shall be credited with two (2) events. Events lacking coverage will be assigned to faculty members with the fewest accumulated events.

There shall be a maximum of two (2) class sponsors per class at the high school.

The sponsoring of student clubs shall be voluntary.

8.06.02 Elementary school members shall select duties in the following areas:

- PTA
- SSC
- DLAC
- ELAC
- Event supervision, such as science fairs, carnivals, concerts, etc.
- AEA representative, officer or negotiating team member (maximum of seven (7) hours credit)

SST

8.06.03 Extra duties shall not exceed 14.0 hours in a school year. The parties agree to meet after the 2004-05 school year to evaluate and amend this provision as may be agreed.

8.06.04 All extra duties and obligations shall be equitably and reasonably distributed. Such duties will be posted as assigned. Part-time members shall be expected to perform non-teaching duties as set forth in this section on a prorated basis in the same manner as full-time employees.

8.06.05 Traveling Employees

Unit members who are required to travel between school sites within a given day in the performance of their duties shall be assigned non-instructional duties as described above. Principals shall confer regularly to see that these duties are assigned in such manner.

8.07 Faculty Meetings

Unit members shall not be required to attend more than two (2) faculty meetings per month. The meetings shall be of one hour duration each except in unusual circumstances.

8.08 Length of Work Year

8.08.01 The length of the work year for members of the unit shall be 185 days, of which 180 shall be teaching days, two (2) shall be work days, and three (3) shall be staff development days.

8.08.02 Internal holiday arrangements within the calendar shall be mutually agreed upon by the Association and District following input from unit members and the public.

The following school calendar guidelines have been developed with the intention that the District and the Association develop the calendar in conjunction with education code provisions, parent and community needs, student testing and maximize student attendance. It is the intent that the last teacher workday will be no later than the Friday of the third full week in June and that multi year calendars are developed.

Calendar Guidelines

The following guidelines will be utilized in developing all calendars for those employees paid on the Teacher's Salary Schedule with the exception of the Alameda Science and Technology Institute and the Woodstock Child Development Center as long as the District has a 180-day student year and a 185 day work year.

Teacher Work Days

Two teacher work days occur within the work year for unit members.

Teacher Staff Development Days

Three (3) staff development days occur within the work year for unit members.

August/September

The first Monday in September shall be observed as Labor Day.

When Labor Day falls on September 1, 2, 3, the first student day will be the Tuesday following Labor Day. When Labor Day falls on September 4, 5, 6, or 7, the first student day will be the Monday prior to Labor Day.

November

Veterans Day shall be observed as a holiday on November 11, as well as the Thanksgiving holiday, proclaimed by the President. The Friday after Thanksgiving will be observed as a local holiday.

December

The winter break will be at least 10 work days, with December 25, the Christmas holiday.

January

Martin Luther King's birthday shall be observed as a holiday on the third Monday in January.

February

President's Day shall be observed as a holiday on the third Monday and Lincoln's Day holiday shall occur on the Friday before the President's Day holiday.

March/April

Spring break will be for five (5) work days.

May

Memorial Day shall be observed as a holiday on the last Monday of the month.

June

The last day of the work year will be no later than the Friday of the third full week in June.

8.08.03 Any state-mandated increase in the length of the student day need not be negotiated as long as the requirements of this Article are met; however, the District is obligated to negotiate the impacts of any such increase.

8.09 Middle School Teachers

Full-time middle school teachers shall not be assigned to more than six (6) teaching periods per day.

8.10 Committees

8.10.01 Participation on school site and cross-site department committees normally shall not result in additional compensation even if some of the required hours are outside of the student's instructional day. Additional pay may be provided at the discretion of the site administrator.

8.10.02 Any District committees, with a majority of committee members consent, may meet after school rather than during the school day. If the committee chooses to meet after school, unit members attending shall receive an hourly rate for time spent in the committee after the regular workday.

ARTICLE 9

CLASS SIZE

9.01 State Law

The District agrees to assign pupils to classes in compliance with the state law.

9.02 Regular Program Class Size

Class sizes shall not exceed the following except as provided for in Sections 9.03, 9.04, 9.08.

	District Average	Class Maximum
* Grades K-3	29	32
Grades 4-5	29	32
Grades 6-8 at elem. sites	29	32
Grades 6-8	29	33
Grades 9-12	29	35

* Effective 1997-98 all District K-3 classes shall average 20 students in accord with the class size reduction legislation.

No combination or ungraded classes shall exceed the District averages.

9.03 Middle School Site

No middle school site teacher shall have more than 180 student contacts per day, excluding teachers referred to in Section 9.04. In computing student contacts for middle school CORE teachers, the number of students in each class period shall be added to compute the total, even though the students may be the same for 2 or 3 consecutive periods. The middle school site class maximum may be 35 students for academic classes where only a single section is offered.

9.04 Jointly Taught Classes

When a class is jointly taught or supervised by more than one credentialed teacher, class size shall be determined by dividing the number of students by the number of credentialed teachers assigned to the class.

9.05 Music, Physical Education, ROTC

The following classes may exceed the above maximum number: Music, Physical Education, ROTC. Physical Education class size, at the middle school and high school, shall not exceed fifty-five (55) students. No high school physical education teacher shall have more than 250 student contacts per day. No middle school teacher who teaches only P.E. shall have more than 240 student contacts per day. P.E. teachers grades 6-12 who teach classes in addition to P.E. shall have student contacts calculated on a pro-rata basis.

9.06 Time Limit for Adjustment

In the event an elementary, middle school, or secondary class exceeds the maximum, the District shall have twenty (20) days at the beginning of the school year to adjust such class and five (5) days at the beginning of the second semester. Resolution shall not be achieved by creating another class out of compliance.

9.07 Special Classes

The maximum size for special classes shall be those limits prescribed by law.

9.08 District Averages and Class Size

9.08.01 In computing the "District Averages" referred to in Sections 9.02 and 9.03 such computation shall not include librarians, media center teachers, program coordinators, nurses, counselors, special education students or teachers, ROP teachers, ROTC teachers, or certificated personnel not represented by the Association.

9.08.02 Classes listed in Section 9.04 shall not be included in computing the District averages.

9.08.03 A review of class size and District averages will be conducted thirty (30) days after the beginning of each traditional year semester by the Director of Personnel and a representative of the Association. Class size average shall be computed separately for YRE and traditional year programs.

9.09 Exceptions

9.09.01 Large group instruction or experimental classes are permitted where the teacher and the District mutually agree to exceed the maximums.

9.09.02 In the event it is desirable that other negotiated maximums be exceeded in a given school, the exclusive representative and the District shall mutually agree to make such exceptions.

ARTICLE 10

TRANSFER

10.01 Definitions

- 10.01.01 A transfer is a move from one work site to another. It is not reassignment at the same site and this term shall have no application to reassignments at the site. A transfer may result in a change in work calendar, e.g., from traditional to year-round or year-round to traditional.
- 10.01.02 A vacancy for purposes of transfer is a certificated position declared vacant by the Chief Personnel Officer of Personnel Services.
- 10.01.021 All positions filled by temporaries at the end of a school year shall be declared vacancies if (1) the school site where the temporary is assigned projects the same number or more FTE in the coming school year, and (2) no permanent employees are returning to the site from a one-year leave.
- 10.01.022 All positions which are additions to the current number of District FTE shall be declared vacancies.
- 10.01.023 A position created by the resignation, death, or retirement of an employee necessitating a replacement shall be declared a vacancy. If the resignation, death, or retirement does not result in a vacancy, then the District shall supply the Association with supporting rationale and data, upon request by the Association, within ten (10) days of the request.

10.02 Employee-Initiated Transfer

- 10.02.01 A request for transfer may be made by submitting a written request to the Personnel Office for each posted position.
- 10.02.02 An employee requesting transfer shall be notified of the interview date if they are under consideration for the position.
- 10.02.03 Any permanent employee in special program shall have the option of applying for transfer to vacancies in the regular educational program.
- 10.02.04 Any Child Development Center or Adult School employee who transfers into the regular educational program shall be granted leave from his/her previous position until permanent status in the regular program is received. Should such employee decide to return to the previous program, no loss of seniority or other rights shall occur.

10.03 Employee-Initiated Exchange

- 10.03.01 A permanent employee may apply to exchange his/her position for another position by applying in the Personnel Office each year by March 1.

- 10.03.02 The Chief Personnel Officer shall assist eligible employees who apply in finding exchange partners.
- 10.03.03 The following criteria shall be met prior to the implementation of an exchange:
- a. Participating employees shall receive a satisfactory evaluation in the last evaluation year.
 - b. Participating employees shall be appropriately credentialed.
 - c. The principals at the affected sites shall approve.
 - d. The Chief Personnel Officer shall approve.
- 10.03.04 The exchange shall be between two unit members only and shall be for one year.
- 10.03.05 If the exchanging employees, the site principals, and the Chief Personnel Officer agree, the exchanged positions may become the employees' regular positions after the one-year exchange period.

10.04 Application for a Posted Vacancy

- 10.04.01 Current vacancy lists shall be posted at each school and the District office and placed on the District hotline for a period of at least ten (10) days. Any hotline listing shall specify the dates of posting and whether the posting is open (10.04.041) or seniority preference (10.04.042).
- 10.04.02 If a vacancy occurs ten (10) days or less before the beginning of school, the posting of a vacancy for ten (10) days shall remain at the discretion of the Chief Personnel Officer.
- 10.04.03 Applications shall be made in writing to the Personnel Office within the posted time.
- 10.04.04 The Chief Personnel Officer shall provide the principal of the school where the vacancy is located a list of applicants who are credentialed for the position. The principal shall interview selected applicants. For seniority preference openings (10.04.042), applicants shall be interviewed based on seniority. Employees shall be selected to fill vacancies in accord with the criteria listed in 10.04.041 or in 10.04.042. The criteria of 10.04.042 shall apply to alternate classroom vacancies at any one school site.
- 10.04.041 Opening Posting:
- a. The experience and education which best fit the grade level, subject, and field of the position.
 - b. The years of service in the District when the above factors are equal.

- c. In the event two or more equally qualified applicants apply for a position, the unsuccessful applicant(s) shall be supplied written rationale, upon request within five (5) days, by the interviewing principal for reasons of denial.

10.04.042 Seniority Preference Posting:

The most senior applicant who:

- a. Qualifies for the position. For a K-5 position, a unit member who is appropriately credentialed shall be deemed qualified. For a 6-8 position which can be filled by the holder of a multi-subject credential, a unit member who holds such a credential shall be deemed qualified. For a 6-12 position which can be filled by the holder of one or more single-subject credentials, a unit member shall be deemed qualified if he/she holds appropriate credentials, has been in the district for at least seven years, and (1) has a minimum of twenty units in the subject or subjects covered by the position, or (2) has five years of teaching experience in the subject or subjects covered by the position.
- b. Completes the application and interview process.
- c. Has not filled a seniority preference posting within the last 24 months.
- d. If two or more equally senior applicants apply, and meet the criteria of a., b. and c, the principal shall select the applicant based upon the criteria of 10.04.041.

10.04.05 Chief Personnel Officer shall notify the candidates in writing when a decision has been reached.

10.05 District-Initiated Transfer

10.05.01 An administrator initiating the transfer request shall arrange a conference with the employee and discuss the reasons for requesting the transfer.

10.05.02 The employee may within five (5) working days submit a written statement to the Chief Personnel Officer citing the reasons for not being transferred.

10.05.03 The Chief Personnel Officer shall confer with both parties and a conferee, if either desires, in relation to a specific proposed assignment and render a decision.

10.05.04 In the event a transfer is initiated due to changing enrollment, the following procedures shall be followed for overstaffed schools:

10.05.041 The local administrator shall decide in which subject or grade level the overage exists, and shall inform the entire faculty at a staff meeting of the number of positions to be eliminated.

- 10.05.042 Any teacher in the overstaffed school may volunteer to be displaced. The displacement will not be considered a transfer and shall not affect the employee's right to request a subsequent transfer. Such voluntary displacement carries no automatic right to return to the home school and the teacher must accept all conditions which would have applied to the teacher who was being displaced.
- 10.05.043 If no teacher(s) volunteers from the over-staffed school, the teacher(s) to be retained will be determined by the administrator on the basis of the educational program of the school. The teacher(s) retained shall be judged on the following verifiable criteria.
 - 10.05.043.1 Such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program.
 - 10.05.043.2 The grade level, subject, field and position for which the employee is best suited.
 - 10.05.043.3 The experience and training which best fit the position.
 - 10.05.043.4 The years of service in the District when the above factors are equal.
- 10.05.044 Teachers transferred or reassigned under this section shall be given, if requested, up to two (2) working days for preparation for the new position, and moving time if the move occurs within the 182-day work year.
 - 10.05.044.1 These working days must be applied for and used within ten (10) working days of the transfer.
- 10.05.045 Teachers who are required by the District to move outside of the 182-day work year shall be compensated at their per diem for up to two (2) days.
- 10.05.046 The reasons for any transfer shall be given to the teacher, in writing, if requested.
- 10.05.047 Any teacher transferred or reassigned under this section who has not been placed by the first teacher workday of the traditional year calendar shall have right of first refusal to any open positions for which he/she possesses qualifications.

10.06 School Closure/Year-Round Conversion

An employee who is displaced because of school closure or because the school to which he/she is assigned is converting to year-round and he/she does not want to work year-round shall have preferential application and placement rights in filling available vacancies.

10.07 Assistance for Moving

10.07.01 When a teacher is reassigned from room to room, or transferred from site to site, the District will provide assistance at the teacher's request.

ARTICLE 11

EVALUATION

11.01 Purpose

11.01.01 The principle objective of evaluation is to continue to improve the quality of instruction; therefore, the fundamental premise for a successful evaluation program rests in the reciprocal respect and confidence generated between the evaluator and the unit member being evaluated.

11.01.02 This Article incorporates specific procedures for the formal and structured evaluation that is scheduled in conformance with Education Code Sections 44660-44665. The evaluation criteria are based on state law and the California Standards for the Teaching Profession (CSTP). (See Appendix C-1).

11.02 Criteria Areas for Evaluation

11.02.01 Members of the unit with instructional duties shall be evaluated in the following areas:

- a. The progress of students toward the standards of expected student achievement as established by the governing board at each grade level in each area of study and if applicable towards the state adopted academic content standards so measured by state adopted criteria referenced assessments. (Includes CSTP Standard V)
- b. The instructional techniques and strategies used by the employee to engage and support all students in learning. (Includes CSTP Standard I and Standard IV)
- c. The employee's knowledge, understanding and organization of subject matter to maximize student learning and attain curricular objectives. (Includes CSTP Standard III)
- d. The creation and maintenance of an environment suitable for effective learning within the scope of the employee's responsibilities. (Includes CSTP Standard II)
- e. The employee's performance of non-instructional duties and responsibilities including those which are supervisory/advisory and prescribed by the Board of Education in accordance with the agreement between the District and AEA.
- f. The employee's development as a professional educator. (Includes CSTP Standard VI)

11.02.02 Members of the unit with non-instructional duties shall be evaluated in accordance with job descriptions. (See Appendix C-4)

11.03 Procedures for Evaluation

11.03.01 The District shall formally evaluate the performance of probationary employees annually and may evaluate temporary employees. A teacher in his/her first year of tenure who has received satisfactory evaluations in the probationary period shall be next evaluated in the second year of tenure.

11.03.02 A permanent teacher shall be evaluated every other year whether or not the teacher has been on leave. A permanent teacher on leave for more than one year shall be evaluated in the year he/she returns.

A teacher receiving an overall unsatisfactory rating shall be referred to PAR in accordance with Article 28 and shall be evaluated annually until he/she receives a satisfactory rating.

11.03.03 By mutual agreement of the evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every four (4) years using the regular process of evaluation in this article providing all of the following conditions apply:

- a. The unit member has achieved permanent status.
- b. The unit member has been employed by the District for ten (10) years.
- c. The unit member's immediate prior evaluation was satisfactory and deemed as meeting or exceeding the standards as defined in Appendix C-1.
- d. The unit member has been determined to be highly qualified as defined by the California Commission for Teacher Credentialing and required by his/her teaching assignment.

Beginning with the 2006-2007 school year, the mutual decision to move a unit member out of the 2-year evaluation cycle shall be made at the end of the unit member's evaluation year provided that the unit member meets all of the criteria listed above.

Mutual agreement may be withdrawn by either the evaluator or the unit member within 45 calendar days of the beginning of the school year. Should the evaluator withdraw consent, notice shall be provided to the unit member. The withdrawal of consent shall not subject a permanent unit member to be evaluated more than every other year as per 11.03.02.

11.03.04 Within sixty (60) calendar days of the beginning of the school year, the unit member and the evaluator responsible for his/her evaluation shall meet for a pre-evaluation conference. At this conference, the unit member's previous formal evaluations and the evaluation criteria shall be reviewed and the major areas of concentration shall be discussed and mutually agreed upon. Major areas of concentration shall be derived from items listed on the evaluation criteria. Failure to reach agreement on the major areas of concentration for evaluation shall permit the parties to submit justification for their opposing positions to the Superintendent or Central Office designee for final decision. During the course of the evaluation period, unforeseen circumstances may arise which require modification of the major areas of concentration. The necessity for review of the major areas of concentration shall be mutually determined

by the member of the unit being evaluated and his/her evaluator and the determination of the new major areas of concentration shall be arrived at in accordance with this Article

- 11.03.05 The evaluation shall be based on at least two (2) class-time observations lasting no less than thirty (30) minutes. These two required observations shall be prescheduled by the evaluator and the unit member unless mutually agreed not to pre-schedule. If no agreement can be reached, the evaluator shall schedule the two required observations. Where the observation is prescheduled, the unit member shall provide the evaluator with a lesson plan in advance. These observations shall be completed by April 1. The evaluator and unit member shall meet within seven (7) days after the observation to discuss the observation and the observation report. Mitigating circumstances, such as illness, may permit the extension of the 7 day period. If the observation is unsatisfactory, the evaluator shall specify improvement suggestions and directions on the observation report.
- 11.03.06 A formal evaluation conference shall be held to discuss the written final Evaluation Report. It shall be held no later than March 1 for a probationary teacher and May 1 for all others. The contents of the observation forms and the Evaluation Report shall be discussed at the conference. Written comments made by the evaluator shall be discussed.
- 11.03.07 When any criteria area on the Evaluation Report is checked "unsatisfactory" or "needs improvement," a Performance Evaluation Addendum form (See Appendix C-5) must be completed. It shall include improvement suggestions and directions, as well as an identification of management support that will be provided.
- 11.03.08 All unit members shall receive a rating of "satisfactory," "needs improvement," or "unsatisfactory" in each evaluation criteria area. In addition, each unit member shall receive an overall rating of "satisfactory" or "unsatisfactory." The overall rating shall not reflect a simple total of evaluation criteria areas. However, no unit member shall receive an overall "unsatisfactory" evaluation unless the unit member has received an "unsatisfactory" rating in two or more evaluation criteria areas.
- 11.03.09 Any unit member receiving an overall rating of "unsatisfactory" shall submit in writing on or before the last workday of the year the action he/she has taken to correct the specified deficiencies and shall be referred to PAR in accord with Article 28, III B.
- 11.03.10 Exceptional performance may be indicated when exceptional results are achieved with students or exemplary school and/or District programs are developed.
- 11.03.11 The evaluated unit member shall sign all copies of the Evaluation Report to acknowledge receipt of the Evaluation Report. In the event that the unit member feels his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the Evaluation Report to be placed in the personnel file with the evaluation. These shall be submitted within thirty (30) calendar days of the evaluation conference.

11.03.12 Any unit member who receives an "unsatisfactory" Evaluation Report shall, upon request, be entitled to subsequent observation, conferences, and written evaluation by a different administrator appointed by the Superintendent or designee.

11.03.13 When the evaluator or the unit member being evaluated deems it necessary, he/she may request the assistance of other evaluators to supplement the observation and evaluation activities.

11.04 Other Areas Related to Evaluation

11.04.01 The written evaluation shall not contain negative comments based on unsubstantiated citizen, parent, or student allegations.

11.04.02 Any significant complaint against a unit member shall be handled in accordance with Article 20.03 (Complaints Against Unit Members).

11.04.03 A member of the unit shall not be required to assess his/her performance, or choose evaluation components which necessitate self-assessment.

11.04.04 The evaluation and assessment of certificated employee performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

11.04.05 The evaluation report shall be made out in triplicate. The original is submitted to the Human Resources Office with copies to the evaluator and the unit member.

11.04.06 Forms to be used in connection with this procedure are attached as Appendices C-1 and C-2.

11.04.07 The use of unsubstantiated hearsay information is excluded from the evaluation process.

11.04.08 The Evaluation Report shall be signed by both the evaluator and the unit member verifying that a conference was held and the evaluation was discussed.

11.05 Counselor Evaluation

Counselor evaluations shall follow the evaluation time schedule for employees in Section 11.06 and use the forms in Appendices C-3 and C-4 of the current contract.

11.06 Evaluation Time Schedule for Unit Members

	<u>Date to be Completed</u>
11.06.01 Evaluation Conference Two mandatory observations	Within 60 calendar days of the beginning of year By April 1
11.06.02 Final date for Probationary Employee Evaluation	By March 1

11.06.03 Final evaluation report and
conference

By May 1

11.06.04 Unit Member comments to
evaluation submitted to
Human Resources Office

Within 30 calendar days of evaluation

ARTICLE 12

HEALTH AND WELFARE BENEFITS

12.01 District-Provided Coverage

12.01.01 For the term of this Agreement, the District agrees to contribute monthly towards benefits for all employees and their dependents except for dental, vision, and term life insurance which shall be covered by unit members' elections under the 125 Plan. (See 12.08.) Domestic partners and their dependents shall also be covered. For Adult School unit members, the District shall continue to provide dental, vision, and term life coverage. Providers and rates are specified in Appendix H.

Rate increases in medical plans during the life of the Contract shall be covered by the District to the amount of the medical cap. For the period July 1, 2003 to December 31, 2004, the amount of the medical cap shall be \$370. Effective January 1, 2005, the medical cap for employees who select coverage for themselves and one other person (employee plus one coverage) shall be increased to \$492.97 per month; and the medical cap for employees who select family coverage shall be increased to \$586.43 per month. Effective December 1, 2008, these medical caps shall be increased by an amount that is the equivalent of a one percent (1%) increase to the salary schedule that is in effect as of December 1, 2008. Any cost above the medical cap shall be covered by a deduction from the employee's salary.

The availability of currently offered medical plans is conditioned upon the insurance carriers' continued contracting with the District.

Other benefits shall be covered in full for the life of the contract.

12.02 Retirement Health Plan

12.02.01 Length and Coverage: Each retired employee is entitled to the same medical benefit as a full-time employee, except that he/she shall be entitled to employee-only coverage. The employee will be covered until his/her 65th birthday. He/she may elect to cover his/her spouse at his/her own expense. Providers and rates are specified in Appendix H.

12.02.02 Eligibility: Qualifying employees must be 52 to 65 years of age.

12.03 Tax-Sheltered Annuities

12.03.01 If satisfactory evidence of other medical coverage is produced and an employee so authorizes, the District shall allocate a cash payment of \$305 per month in lieu of providing medical coverage. This benefit shall be available to full-time employees and to part-time employees on a prorated basis. This should be done under a section 125 Plan in accordance with section 12.08.

An employee may participate in the tax-sheltered annuity of his/her choice with the Board providing payroll deduction for this purpose.

12.04 Duration of Benefits

- 12.04.01 The benefits provided in this Article shall remain in effect during the term of this Agreement.
- 12.04.02 Should an employee's contract terminate during the school year, he/she shall be entitled to continue coverage under the life, vision, and dental care plans for a period not to exceed six (6) months at his/her own expense. Such employee shall pay the premium for the continued coverage on a quarterly basis.
- 12.04.03 Should an employee's contract terminate following the last day of the school year and before the commencement of the ensuing school year, he/she shall be entitled to continue under the life, health, vision and dental care plans until October 1, of the ensuing school year at District expense.
- 12.04.04 Any employee on an unpaid leave under this Agreement shall be entitled to continue coverage under the plans of this Article by paying the premiums on a quarterly basis.
- 12.04.05 Any employee whose employment terminates during the life of this contract shall be entitled to continuing medical coverage on District plans at his/her own expense in accord with federal law.

12.05 Benefits for a Part-Time Employee

- 12.05.01 A part-time employee shall have the option of buying into any of the employee benefit plans by paying the premium difference between the ratio of part-time employment and full-time employment, i.e., 60% employee would pay 40% of the premium. In lieu of 12.03.01, the part-time employee may apply that amount to Delta Dental, VSP, and/or life insurance.
- 12.05.02 Such employee shall become eligible upon the first day of employment.

12.06 Open Enrollment

Open Enrollment which allows for change in fringe benefits coverage will be yearly for a month's duration announced by the District and the Association.

12.07 Domestic Partners

Employees' domestic partners and their dependents shall be eligible for benefits on the same terms as employees' spouses and their dependents, subject to carrier availability.

12.07.01 Definition

Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership may be established between two persons regardless of their gender.

12.07.02 Criteria

12.07.02.01 A domestic partnership shall be established when all the following requirements are met:

- a. Both persons have a common residence.
- b. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.
- c. Neither person is married nor a member of another domestic partnership.
- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least 18 years of age.
- f. Both persons are capable of consenting to the domestic partnership.
- g. Both persons have filed a Declaration of Domestic Partnership (Appendix F-1 or F-2) with the Alameda Unified School District.
- h. It has been at least six months since either of the two parties has filed a Notice of Termination of Domestic Partnership (Appendix F-3 or F-4) with the Alameda Unified School District. This prohibition does not apply if the previous domestic partnership ended because one of the partners died or married.
- i. The two parties agree to notify the Alameda Unified School District in writing if there is a change in the circumstances attested to in the Declaration of Domestic Partnership or if the domestic partnership is terminated.

12.07.02.02 A domestic partnership shall terminate when any of the following occurs:

- a. One partner gives or sends to the other partner a written notice by certified mail that he or she is terminating the partnership.
- b. One of the domestic partners dies.
- c. One of the domestic partners marries.
- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of a common residence.

12.07.03 Registration

Two persons desiring to become domestic partners shall file the appropriate Declaration of Domestic Partnership (Appendix F-1 or F-2) with the Alameda Unified School District.

- a. Two persons who are either (1) of the same sex or (2) of opposite sexes if one or both persons are over the age of 62 shall complete and file a Declaration of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State (Appendix F-1). A copy of this form shall be filed with the Alameda Unified School District.
- b. Two persons who are of opposite sexes if both persons are age 62 or under shall complete and file a Declaration of Domestic Partnership on the form prepared by the Alameda Unified School District (Appendix F-2).

12.07.04 Termination

Upon termination of the partnership, the employee shall notify the District by filing the appropriate Notice of Termination of Domestic Partnership (Appendix F-3 or F-4) with the District.

- a. Two persons who are either (1) of the same sex or (2) of opposite sexes if one or both persons are over the age of 62 shall complete and file a Notice of Termination of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State (Appendix F-3). A copy of this form shall be filed with the Alameda Unified School District.
- b. Two persons who are of opposite sexes if both persons are age 62 or under shall complete and file a Notice of Termination of Domestic Partnership on the form prepared by the Alameda Unified School District (Appendix F-4).

All benefits provided by this section shall cease as of the last day of the month following the receipt of the Notice of Termination of Domestic Partnership. The Notice of Termination of Domestic Partnership must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file notice, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

12.07.05 Application and Terms

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, and file with the District a Declaration of Domestic Partnership as specified. The employee shall also file with the District a signed Statement of Financial Liability indicating that the employee agrees that he or she may be required to reimburse the District and/or the District's designated health services plan for any expenditures made by the District and/or the District's designated health services plan, for medical claims, processing fees, administrative charges, costs and attorneys fees on behalf of the domestic partner if

any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner is a dependent of the employee as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and FUTA taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA or under any state law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

12.08 125 Plan

Each employee eligible for fringe benefits under this agreement who can show satisfactory evidence of other medical coverage may elect under the District 125 plan to have an amount equal to the least expensive single medical rate for early retirees paid to him/her as a taxable cash benefit, subject to appropriate tax, instead of receiving medical coverage from the District. The employee may also elect to have this taxable cash benefit invested in a tax sheltered annuity of his/her choice, after withholding appropriate Medicare/FICA and other payroll deductions, subject to a monthly administrative fee.

ARTICLE 13

TEACHER/UNIT MEMBER SAFETY

At the beginning of each school year, the District will provide each school site and AEA with a safety reference guide. The guide will identify applicable safety laws, rules, and regulations, that apply to the sites, including but not limited to CAL-OSHA, the California Education Code, Title V and AHERA. The guide will identify any notification processes applicable to unit members. The guide also will provide contact information that will enable bargaining unit members to obtain further information about the applicable laws, rules and regulations; to obtain publicly available reports and documents; and to report suspected deficiencies in the fulfillment of the District's obligations under those laws, rules and regulations.

13.01 Teaching Related Duties

The provisions of this Article shall apply to the performance of duties whether or not performed during the workday.

13.02 Unsafe or Hazardous Conditions/Standards of Cleanliness

13.02.01 Recognizing that safety of students is the joint concern of teachers and the District, every effort shall be made by both parties to prevent unsafe or hazardous conditions. Bargaining unit members shall report suspected unsafe or hazardous condition to appropriate District personnel. The District shall address said conditions in a reasonable and timely manner.

- a. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- b. In the event that CAL-OSHA investigates any condition(s) that might have a direct impact on the safety and well-being of any Association member, the Association shall be immediately contacted and apprised of the situation.
- c. The District shall provide each classroom and major work area with first aid kits containing basic first aid supplies.
- d. Every classroom and major work area shall have a reliable means of communication to the site office and 911.
- e. Neither the District nor a bargaining unit member shall knowingly violate the provisions of the California Fire Code.
- f. Teachers shall cooperate with administrators and other staff in maintaining cleanliness on school sites and shall report deficiencies to the principal.
- g. Unit members shall be provided access to the existing public report regarding asbestos in district buildings. The report shall be available in the school office, and notice of the report's availability shall be posted prominently.

13.03 Assault on Unit Members

Unit members shall immediately report cases of assault and/or battery suffered by them during work hours or school-sponsored activities to their site administrator or immediate supervisor, who shall immediately report the incident to the police. Such notification shall be immediately forwarded to the Superintendent. The Superintendent (or designee) shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved.

A unit member who has been verbally threatened with physical harm or has been physically abused by a student or a student's parent or guardian at any time shall be granted, upon the unit member's request a conference with the site administrator principal or designee, to discuss the student's placement. At the unit member's option, this conference may include or may exclude the student and the student's parent or guardian.

13.04 Physical control.

In the exercise of professional responsibilities, the unit member has the authority to use reasonable physical restraint for the purpose of protection of self and students. The District may provide in-service training on a voluntary basis to unit members interested in learning/acquiring skills in how to subdue assaultive students, break up student fights, and use intervention skills.

13.05 Student Suspension

13.05.01 A unit member may suspend a student from her/his class for any act that disrupts or diminishes the education process according to California Education Code 48900 (see Safety Reference Guide). The suspension may begin on the day the act is committed and continue the following day.

13.06 Storage Space

The District shall provide the following storage space:

- a. A separate lockable drawer space with key at every teaching station for every teacher.
- b. Lockable closet space with key to store coats and other personal articles at every school site.
- c. Storage space at each school site for personal instructional materials.

13.07 Reimbursement

The District shall reimburse employees for any loss, damage, or destruction of personal property 1) used as a part of an approved school program or 2) suffered while performing services for the District on District property or as assigned. Reimbursement shall not exceed \$500 per occurrence regardless of the value of the property and shall be available only if the employee had taken appropriate measures to protect the property. Reimbursement shall not be available for cash. Where there is a question, the burden shall be on the employee to show that the damage was the result of a school related incident. The following other provisions shall apply.

13.07.01 Personal Property Used as Part of an Approved School Program. Any item of personal property valued at \$50 or more to be used in connection with the employee's duties is eligible for reimbursement only if registered in advance of use. The property must be registered each school year at the building site where it is located. The value of the property must be agreed upon by the employee and the principal/supervisor on the registration form. These forms will be available at each site where an employee is assigned. A copy of the registration form is attached to the agreement as Appendix E. A claim for reimbursement of this property must be accompanied by a copy of the registration form and an incident report.

13.08 Motor Vehicle of Unit Member

Damage to a unit member's motor vehicle shall be reimbursable only if job related. To be reimbursed the unit member must have conclusive evidence that the damage was job-related. A claim for reimbursement of this property must be accompanied by a police report and an incident report.

13.09 Other Losses or Damage

13.09.01 The District may establish reasonable rules and regulations for the verification of losses or damage. An incident report must accompany any claim for reimbursement.

13.09.02 Claim Process

Completed reimbursement claims must be submitted within five workdays of the unit member's knowledge of the incident. The reimbursement claim form shall be available at each site, and submitted to the District Office with a copy to the site manager. If the District Office denies the claim, the unit member may appeal to the District panel. The panel shall be formed by the administrator in charge of reimbursement and a representative from each employee group (ACSA, CSEA, AEA and Local 1). The panel's decision shall not be subject to the grievance procedure.

13.09.03 These procedures shall be posted at each site and site administrators shall inform unit members of this process by memorandum or at a public meeting.

13.10 Liability Insurance

13.10.01 Any time a unit member of the District is performing his/her official duties, he/she is covered by the District's comprehensive liability insurance policy.

13.11 Student Transportation

13.11.01 No unit member shall be required to use his/her own car to transport students.

13.11.02 Should the District request or require that a unit member transport a student or students in a vehicle owned by the District, the District shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of primary liability coverage which shall be carried in the vehicle during such assignment.

13.12 Specialized Health Care Procedures

No unit members shall be required to perform specialized health care.

13.13 Staff Facilities

Each site shall be provided with the following for staff use:

- a. a lunchroom/faculty lounge, adequately furnished;
- b. adequate lavatory facilities for staff use only;
- c. telephone facilities which provide privacy; and
- d. a step ladder.

13.14 Classroom Access

Each school site will have classrooms usable for teachers at least three (3) working days before teachers are required to report back to work.

13.15 TB Testing

Examinations for tuberculosis shall not be required more than once every four (4) years; if such examinations are not provided by the District, they shall be paid for by the District.

ARTICLE 14

SALARIES

14.01 Effective July 1, 2007, the District shall increase the 2005-06 salary schedules for all unit members by one percent (1%). Effective January 1, 2008, the District shall increase the 2007-08 salary schedules for all unit members by one percent (1%). Effective July 1, 2008, the District shall increase the January 1, 2008 salary schedules for all unit members by three percent (3%). The salary schedules are as follows:

Appendix A-1 Main Salary Schedule (Includes ROP / Other AEA)

Appendix A-2 Adult Education Salary Schedule

Appendix A-3 Child Development Center Salary Schedule

Appendix A-4 Counselor Salary Schedule

14.02 An additional increase shall be added to the salary schedule for additional workdays, the “buy back” staff development days. This increase plus the additional workdays shall not apply to the Child Development Center.

- a. In 1998-99 there shall be one additional workday, a “buy back” staff development day, which shall be implemented to meet the state requirements applying to that program. The 1998-99 salary schedule shall be increased by .55% in compensation for that additional day.
- b. In 1999-2000 there shall be two additional workdays beyond the one committed in 1998-99 for a total of three buy back staff development days. These additional days shall also be implemented to meet the state requirements applying to that program. The 1999-2000 salary schedule shall be increased by 1.1% in compensation for those two additional days. This increase is reflected on the 1999-2000 schedule.
- c. Buy back compensation may be eliminated from the salary schedule at the District’s option in the event of inadequate state funding of the staff development program or low district revenues connected with staff development days. If the compensation is eliminated, unit members shall not be required to work the additional days. In the event the District exercises this option in some subsequent year, the buy back compensation of 1.65%, plus additional salary schedule increases compounded on that amount shall be deducted from the schedule, unless the parties agree to a different deduction. Prior to exercising this option, the District shall notify the Association and attempt to discuss the matter.
- d. If, in any year unit member absenteeism is higher on buy back staff development days than on regular instructional days, the Association and the District shall meet to brainstorm strategies for motivating all teachers to attend buy back staff development days.

14.03 Budget Development

Alameda Education Association shall provide representatives to the committee on District budget development.

14.04 Extra Compensation - Rate of Pay

- 14.04.01 Unit members who are assigned to work full days beyond the 185-day work year shall be compensated at their per diem rate.
- 14.04.02 Unit members who work on assigned District business beyond the seven (7)-hour workday or on an hourly project shall be compensated at the District hourly rate if the work is beyond their regular work duties.
- 14.04.03 Unit members who are contracted to work part-time on a daily basis shall be compensated based on the ratio their teaching time bears to the teaching time of full-time employees.
- 14.04.04 Any employee, except a daily substitute who serves other than the required number of days as set forth in Article 8, Section 8.08, for his/her job classification, shall receive salary which is not less than that which bears the same ratio to the established annual salary for his/her position as the number of days he/she serves bears to the number of working days required for his/her job classification.
- 14.04.05 Notwithstanding 14.04.04, any employee who serves for one (1) full school semester shall receive not less than one-half (1/2) the annual salary for his/her position.
- 14.04.06 An employee who is required to use his/her own automobile on approved District business or is assigned to more than one school per day shall be reimbursed for all such travel at the IRS-approved rate per mile for all driving done between arrival at the first location at the beginning of his/her workday and the last location at the end of the workday.

14.05 Payroll Period

The payroll period shall be defined as monthly, beginning with July 1. Salary payments shall be made not later than the last working day of each month except in December, as defined by the County of Alameda. For December, unit members shall receive their salary payment on the first business day in January. Salary payments for services in addition to the employee's regular assignment shall be made not later than the tenth (10th) day after the payroll period in which the service was performed.

14.06 Experience Credit for Salary Schedule Placement

The following provisions apply to the granting of credit for experience:

- 14.06.01 Effective July 1, 1996 new employees in the District will receive credit year for year for appropriate prior experience.
- 14.06.02 Seven (7) months is the minimum continuous service required for one (1) year of experience credit in a given school year.
- 14.06.03 Credit for a year of appropriate experience may be accumulated in two (2) semesters in the same school year or in different school years when the employment is a regular full-time assignment. (Day-by-day substitute teaching is not included.) The

employment in any semester shall be a full-time assignment for a minimum of four (4) school months.

- 14.06.04 Credit for private or parochial school experience will be granted only when evidence is submitted that the employee was eligible for or held a valid credential issued by any of the several states or recognized agencies of the Government of the United States prior to the time of the experience claimed.
- 14.06.05 Credit for military experience will be granted when an employee has held or was eligible for a valid credential prior to entry into military service.
- 14.06.06 The combined total credit for military experience and other appropriate experience shall not exceed eight (8) years.
- 14.06.07 A year of military experience shall be construed as ten (10) months of service.
- 14.06.08 Five (5) consecutive months of military experience shall constitute one-half (1/2) of a year of experience. One-half (1/2) year of military experience and one-half (1/2) year of other appropriate experience in accordance with Section 14.09.03 shall comprise a year of experience.

14.07 Educational Units

- 14.07.01 Quarter units are converted to semester units by multiplying the quarter units by $\frac{2}{3}$. If this multiplication results in a fraction that when added to the other semester units is within $\frac{1}{2}$ unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the employee shall be placed on the next column.
- 14.07.02 The District shall provide each employee by December 1 of each school year a statement of salary classification and the number of units that the District has on file for him/her.
- 14.07.03 For reclassification in any given year, credits earned must be submitted by September 30. If a transcript is not available, the employee may submit a written statement of courses taken and credit earned. In this case, salary adjustments shall be contingent upon receipt of an official transcript on or before November 30 reflecting that the units were earned on or before September 30.
- 14.07.04 Credits submitted after September 30 shall be applicable for column movement in the following school year.

14.08 Teachers Without Full Credentials

Notwithstanding section 14.01, all non-credentialed teachers already employed by the District shall be frozen at their current step on the salary schedule until they obtain their credential. Newly hired non-credentialed teachers will be placed on Step 1 of the column that corresponds to their level of education but will be frozen at that step until they obtain their credential. As non-credentialed teachers complete educational units, they may move into the corresponding column of the schedule but at the same step. As soon as the teacher becomes fully

credentialed, the teacher will receive from that time full credit for all applicable training and experience and will be placed at that time on the same step and column as if the teacher had been fully credentialed from the beginning of the teacher's employment with the District.

ARTICLE 15

EARLY RETIREMENT INCENTIVE PROGRAMS

15.01 Reason for Programs

These early Retirement Incentive Programs shall provide employees of retirement age the opportunity to exercise their retirement options at an earlier age.

15.02 Available Programs

The available programs shall be as follows:

- A. Consultancy Programs
- B. Benefit Only Program
- C. Incentive Payment Program
- D. Golden Handshake Program
- E. Part-Time Employment with Full-Time Retirement Credit

An employee may participate in only one program.

15.03 Eligibility

Employees desiring to participate in these programs shall:

15.03.01 Be of the following ages:

Consultancy	55-65 years
Benefit Only	55-65 years
Incentive Payment	55-60 years
Golden Handshake	55 plus years
Part-Time Employment with Full-Time Benefits	55-60 years

15.03.02 Be employed in the District for at least ten (10) years. The ten years need not be consecutive full-time employment, but total service must be equivalent to at least 10 full-time years at the date of entry into the program.

15.03.03 Be placed at or above Col. IV, Step 13, or its dollar equivalent, or be able to demonstrate that the option chosen shall result in a savings to the District.

15.04 Timeline

Employees desiring to participate in these programs shall apply to the Chief Personnel Officer on or before March 15 prior to the beginning of the school year during which the applicant wishes to retire. Such applications shall be confidential except insofar as the provisions of this article and the law otherwise provide, or with the employee's consent.

15.05 Programs

A. Consultancy Program

- 15.05.01 The Chief Personnel Officer and the employee shall mutually determine annually the consultancy services to be rendered and shall reduce to writing a description of such services. The written description shall be attached to the consultancy agreement. Any change in services during the contract year shall be made only as mutually agreeable to the employee and the District.
- 15.05.02 Employees entering this program must submit a written resignation and have it accepted by the Board of Education prior to entering this program. The resignation is contingent upon the acceptance by the Board of Education of the employee's participation in the Early Retirement Incentive Program.
- 15.05.03 Entrance into the program is subject to review and approval by the Governing Board. Employees participating in this program shall enter into a written agreement with the District. The Agreement shall be a one-year contract which is renewable, upon completion of the previous year's service on an annual basis for up to three (3) years or until the end of the school year in which the retired employee reaches age sixty-five (65), whichever comes first. The contract may be terminated by the District for inadequate performance of the assigned activity.
- 15.05.04 Employees in this program shall serve the amount of time necessary to complete the approved project. In no event may the District require more than 30 days service per school year.
- 15.05.05 Employees in this program shall be compensated at a base salary of six thousand five hundred dollars (\$6,500)

B. Benefit-Only Program

- 15.05.06 Program participants shall receive a dollar amount equal to the cost of health and welfare benefits at the level of coverage provided the employee at the time of retirement. This benefit is available for five (5) years or until the end of the school year in which the employee reaches 65, whichever comes first.

C. Incentive Payment Program

- 15.05.07 Program participants shall receive a one-time payment of \$15,000 from the District with the payment schedule to be determined mutually between the District and the employee by June 30. This option precludes any further health and welfare benefits at District cost.

D. Golden Handshake

- 15.05.08 The Board will authorize employee participation in the Golden Handshake Program (Education Code Section 44929) resulting in two additional years of service credit for STRS participants if the statutory requirements are met and it can be demonstrated that the employee's retirement will result in a savings to the District.

E. Part-time Employment with Full Retirement Credit

15.05.09 Provisions

Certain employees of the District will be permitted to reduce their workload to not less than one-half time of regular full-time employees and will be permitted to have retirement benefits based on full-time employment.

15.05.10 STRS

The District and the employee will make the contribution required of full-time employees to the State Teachers Retirement System.

15.05.11 Optional Part-Time Employment

The option of part-time employment must be exercised at the request of the employee and with the concurrence of the Superintendent, and can be revoked during any school year only with the mutual consent of the Board and the employee.

15.05.12 Salary

The employee shall be paid a salary which is the pro-rata share of the salary the employee 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 the employee makes the payments that would be required if he/she remained in full-time employment. The employee shall receive fringe benefits in the same manner as a full-time employee.

15.05.13 Minimum Part-Time Employment

The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the final year of service in a full-time position.

15.06 Retirement

Part-time employment pursuant to this section shall be limited to five (5) years. At the time of application for this program, the employee shall agree to submit his/her resignation by September 30 of the fifth year of the program and to retire not later than the end of the fifth year.

15.07 Retirement incentive for the 2004-05 school year

For the 2004-05 school year, the District will make a lump sum payment of \$17,000 if a minimum of 19 bargaining unit members retire up to and including 22 retirements. If 23 or more bargaining unit members elect to retire under this program, the District will make a lump sum payment of \$18,000 to all such retiring bargaining unit members. This incentive shall be available for all bargaining unit members who provide the District notice of their retirement on or before July 15, 2004.

Any savings in excess of the cost of the program during the 2004-05 school year shall be paid to bargaining unit members on a mutually agreed basis. If no agreement is reached, the money will be distributed equally to all bargaining unit members.

ARTICLE 16

CHILD DEVELOPMENT CENTER

All provisions of this Agreement shall equally apply to Child Development Center teachers, except as provided in this Article.

16.01 Work Year

16.01.01 The work year for unit members employed in the Child Development Center shall not exceed 245 days, including vacation time as earned.

16.02 Calendar

16.02.01 The calendar for each school year shall reflect paid holidays and be in coordination with the District master calendar, in compliance with the State Department of Education,

16.03 Vacation

16.03.01 As part of the total work year referred to in 16.101 above, members of the unit employed at the Child Development Center shall be entitled to paid vacation in accordance with the following schedule:

1 - 5 years of service	- 25 days
6 - 10 years of service	- 30 days
11 - 15 years of service	- 31 days
16 - 20 years of service	- 32 days
21 - 24 years of service	- 34 days
25 or more years of service	- 35 days

16.03.02 Vacation time shall be mutually agreed upon by the employee and the Center Director. In seeking vacation, the employee must make application in writing to the Director within ten (10) days of the time off. The Director shall respond in writing within five (5) days of the request.

16.03.03 In the event several teachers have requested time off during the same period and resolution is not reached, the Child Development Center Director's decision will be determined by the date the request for vacation was made.

16.03.04 Once requested vacation is approved, said vacation may not be interrupted except with the consent of the member.

16.04 Job Classification/Hours of Employment

16.04.01 Full-time hours of employment shall be 7.0. Lesser hourly assignments shall be paid pro-rata.

16.05 Seniority List

16.05.01 Within the Child Development Center, a seniority list of teachers shall be made available upon request. A teacher rendering paid service to the District for 75% of the school days in any of the above-listed categories, and so renders such service for three (3) cumulative years, Child Development Center tenure shall be conferred upon such employee when he/she renders paid service on the first day of the fourth (4th) year.

16.06 Reduction in Force

16.06.01 In the event it becomes necessary to reduce the work force in Child Development Center, the established Seniority List shall prevail, the least senior shall be rified first. If all or a majority of the presently employed teachers are full-time, and categories less than full-time are open at the time of proposed riffs, a teacher, in an effort to salvage some of his/her employment, may elect to drop to a lower category. If such downward movement occurs, and the program is reinstated within thirty-six (36) months and twenty-four (24) months for tenured and probationary respectively, said employees shall have automatic, preferential rights to reinstatement into their former category without loss of contractual benefits. If a teacher chooses to remain in the lower category, he/she shall so state in writing, and said position shall be made available for an employee with lesser seniority. No certificated teacher shall be rified while classroom aides are employed above the minimum standards required by law.

16.07 Leaves

16.07.01 Article 5 (Leaves) of this Agreement shall apply to the Child Development Center teachers except that Child Development Center sick leave shall be on a monthly basis. Part-time teachers' sick leave shall be on a prorated basis in accordance with the assignment.

16.08 Assignments

16.08.01 Teachers shall be given their assignments in writing prior to September 1st of each year this Agreement is in force.

16.08.02 If after initial assignments are made and unanticipated events necessitate administrative changes in assignments, affected teachers shall be consulted and the reasons for such changes shall be communicated to the affected teachers in writing.

16.09 Class Size

16.09.01 Class size in the Child Development Center shall not exceed teacher/adult/student ratios as determined by State Department of Education guidelines.

16.10 Teacher/Aide Relationship

16.10.01 An interview committee shall be established for the screening of teacher aides; the teacher for whom the prospective aide is to be employed shall be consulted prior to permanent assignment of said aide.

16.10.02 In the event conflict arises between the teacher and the aide, and such conflict has the potential of negatively affecting the teacher's employment status, the teacher shall request in writing that an administrative conference of the parties and conferees be held within three (3) days of such request to resolve the problem.

16.11 Salary

The Child Development Center salary schedule is attached as Appendix A-3.

16.12 Preparation Time

One hour a week of teacher planning time will be arranged for Child Development Center teachers, except for teachers working a split shift. Teachers on a split shift will be entitled to a maximum of the equivalent of two (2) days preparation time per year, as authorized by the administrator. State licensing ratios will need to be maintained in this arrangement. The planning time will be established between each teacher and the Director as long as there is no additional cost to the program.

ARTICLE 17

PEER COACHING

- 17.01 Purpose. A school may write a staff development plan which includes peer coaches to provide professional support for site teachers. An administrator will not require a peer coach to conduct supervisory or other administrative duties.
- 17.02 Selection Process. When a school faculty decides to use a peer coach to work with site teachers, the faculty will designate a leadership team consisting of faculty-selected representatives from each participating grade level; appropriate resource teachers; and the administrator. The leadership team will draft a job description, including specific goals, guidelines, and applicant qualifications; determine an appropriate stipend (calculated to compensate the peer coach at no less than the hourly rate established in the contract); create a hiring timeline; notify all site teachers regarding the posting; conduct interviews and make hiring recommendations to the administrator.
- 17.03 Coach-Teacher Relationship. Site teachers may volunteer to work with the site's peer coach. The peer coach and teacher shall establish a mutually agreed upon schedule. Any written and oral communications between the classroom teacher and the peer coach shall remain confidential.
- 17.04 Coach-Administrator Relationship. The administrator shall provide the peer coach with clearly defined goals and guidelines for the site coaching program. The administrator also shall provide the peer coach with the support necessary to perform his/her duties, which may include training, review of written materials, contact with textbook suppliers, or conferences with administrators or other coaches.
- 17.05 Peer coaches will not be required to use their preparation periods for peer-coaching related activities.
- 17.06 At the request of either party, a joint labor-management committee will be convened to discuss problems with peer coaching.

ARTICLE 18

PROFESSIONAL GROWTH

18.01 Professional Growth

18.01.01 This Article applies only to those employees who, on or after September 1, 1985, obtain a clear multiple or single subject teaching credential. The purpose of this Article is to fulfill requirements for professional growth under California law.

18.02 Program and Requirements

Those employees to whom this Article applies shall develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance, or effectiveness in the profession of education. This program is to be completed within each five (5)-year period. The initial five-(5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable activities shall include, but not be limited to, the following:

- a. Completion of courses from a regionally accredited college or university.
- b. Participation in professional conferences, work shops, teacher centers, or staff development programs.
- c. Teacher Education/Computer Center, Teacher Center Staff Development, or similar educationally focused institutions.
- d. Service as a mentor teacher.
- e. Participation in school or district curriculum development projects.
- f. Participation in systematic programs of observation and analysis of teaching.
- g. Service in a leadership roles in professional organizations.
- h. Participation in educational research or innovation efforts.
- i. Other activities authorized by state guidelines.

18.03 Time Accounting

A clock hour is determined by the actual time spent in the activity with the following exception: for courses taken from an accredited college or university, each semester unit shall equal 15 clock hours, and each quarter unit shall equal 10 clock hours.

18.04 Timelines

By October 15 of each year, employees covered by this Article shall submit an individual program of professional growth to the District Personnel Office. By November 15, the District

Personnel Office shall certify to the employee that the planned program complies with the governing code sections and regulations of the Commission on Teacher Credentialing. Amendments to the program may be submitted at any time, but will be subject to the approval of the Personnel Office.

18.04.01 Employees covered by this article shall submit an annual log of activities of their individual growth program by June 15 of each year to the Personnel Office. The Chief Personnel Officer shall verify the hours and return a copy of the log to the employee.

18.04.02 A holder of a clear teaching credential shall submit, at five-year intervals, to the Commission on Teacher Credentialing, a verification by the Chief Personnel Officer that the holder has satisfied the minimum requirements specified in 18.02 above.

18.05 Appeal Process

A holder of a clear teaching credential may appeal adverse action by the Chief Personnel Officer related to professional growth to the Commission on Teacher Credentialing and shall not be entitled to file a grievance regarding professional growth.

ARTICLE 19

SUMMER SCHOOL/INTERSESSION

19.01 Hiring

19.01.01 Where equally qualified, teachers within the District shall have priority over other applicants in hiring for summer school.

19.02 Salaries

19.02.01 Teachers will be paid at the regular hourly rate for on-site time that is required for the assignment

19.03 Work Day

The teacher work day shall exceed the student site time by one-half hour.

19.04 Class Size

The District shall attempt to keep class size at a maximum of 35 students. Where this is not feasible, the teacher shall be paid an extra hour per day for each day that the number is exceeded beginning the second full week of summer school or intersession. This provision shall not apply to music, physical education, athletics, ROTC, or other traditionally large class.

ARTICLE 20

DISCIPLINARY ACTION

20.01 Definition

20.01.01 Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code.

20.01.02 Disciplinary action, other than dismissal, shall be in accordance with this article, and only for just cause.

20.02 Right to Representation

Upon request, a unit member has the right to be represented by the Association or an individual of his/her choice in any action under this article.

20.03 Complaints Against Unit Members

20.03.01 All complaints shall be resolved at the lowest possible level.

20.03.02 Any significant complaint against a unit member shall be reported to the unit member by the administrator within five (5) days following the knowledge of such complaint. The unit member may attempt to resolve the issue directly with the complainant without the participation of the site administrator. If the unit member resolves the complaint, the unit member shall inform the site administrator of the result.

20.03.03 If the complaint is not resolved by the unit member, the site administrator may arrange a meeting with the complainant and the unit member. The unit member may have an individual of his/her choice (under section 20.02) attend the conference.

20.03.04 If the matter is not resolved in the resolution conference, then the site administrator may refer the complainant to the appropriate district official for further handling and shall immediately notify the unit member in writing of this action.

20.03.05 Nothing in this section will preclude an administrator from using a substantiated complaint for purposes of discipline or evaluation. If a complaint is substantiated, the unit member will receive a copy of the administrator's decision and may have a written response attached to the decision.

20.04 Levels of Progressive Discipline

20.04.01 Discipline shall be commensurate with the offense. Normally, progressive steps (verbal warning, written warning/reprimand, written reprimand placed in the unit member's personnel file) shall be followed unless the offense is of such severity that a heavier penalty may be warranted. Any disciplinary action shall be based upon verified data. Normally, a verbal warning shall precede a written warning or

reprimand. A verbal warning shall be given in a private setting to the unit member who shall be afforded the right of representation.

20.04.02 When progressive discipline is initiated against a unit member, the unit member must be explicitly put on notice that disciplinary action may be forthcoming.

20.04.03 Any suspension shall be based upon verified data. A copy of all suspension orders shall be given to the Association and placed in the unit member's personnel file.

20.04.04 No suspension in excess of one (1) day shall be ordered for any unit member unless he/she had first been suspended for one (1) day for a similar and separate action or infraction within the current school year.

20.05 Suspension

Suspension may be without pay, but shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits. No suspension shall exceed five (5) working days in duration and no suspension period shall be carried over from one school year to the next.

20.05.01 No suspension of a unit member shall take place except by action of the Board of Education taken pursuant to the terms of this Agreement.

20.06 Penalties

No unit member shall receive more than one (1) penalty for any single action or infraction.

The progressive levels of discipline described in 20.04 shall be administered independently for each action by a member that may lead to discipline. Unrelated actions or actions that do not occur in a close proximity of time may not be combined to skip any levels of discipline unless they are of such severity to warrant a heavier penalty.

20.07 Action Stayed

If a grievance is filed by a unit employee or the Association related to the discipline of the unit member, then all disciplinary action proposed by the District shall be stayed pending a final decision on the grievance.

20.08 Maintenance of Personnel Files

20.08.01 If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, upon request the unit member and the Association shall be given a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in the unit member's personnel file.

20.08.02 Unit members may submit a written request to the administrator of the Human Resources Department to have items removed from their personnel file.

ARTICLE 21

REGIONAL OCCUPATION PROGRAM (ROP)

21.01 Salary Schedule

The ROP Salary Schedule is included in the main salary schedule at Appendix A-1.

21.02 Transfer Rights

ROP teachers who are properly credentialed may apply for transfer into the regular program. If hired for regular teaching positions, experience shall be calculated based on the years of teaching experience, including ROP

21.02.01 Teachers who acquire tenure while employed in a regular position on Salary Schedule A-1, who transfer to ROP in whole or in part, shall continue to be paid on Salary Schedule A-1.

ARTICLE 22

ADULT SCHOOL

22.01 Contract Articles that Apply

The following articles/sections shall apply to Adult School teachers who are members of the unit:

- A. Recognition
- B. Procedures
- C. Association Rights
- D. District Rights
- E. Grievance Procedure
- F. Professional Dues and Payroll Deduction
- G. Teacher Safety
- H. Health and Welfare Benefits
- I. Effects of Agreement
- J. Leaves, Sections 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.13 (as applicable), 5.14
- K. Leaves for permanent employees only, sections 5.07 through 5.12, 5.15 and 5.16.

22.02 Class Size

Adult School classes shall not exceed 35 enrollees, except for vocational education classes, home economics classes, handicapped adult education classes, programs for older adults, and community education classes. Vocational education classes and home economics classes may exceed 35 enrollees only with the consent of the Association and the affected instructor.

22.03 Full-Time Assignment

Effective 1998-99 a full-time Adult School teaching assignment means an assignment to teach at least thirty (30) hours per full week/per quarter for each of the three quarters in the academic year. Weeks when holidays fall or the Adult School is not open shall not be considered full weeks.

22.04 Rate of Pay

22.04.01 Permanent Teachers

- 22.04.011 Teachers who have attained permanency shall be paid on the adult school salary schedule, Appendix A-2 of this agreement. The schedule shall be based on 1062 hours of annual work for a full-time employee (177 days x 6 hours per day) plus 106.2 hours of paid preparation time (See 22.10).
- 22.04.012 Permanent teachers and teachers teaching more than 18 hours shall receive an annual stipend for advanced degrees (MA or Doctorate). The stipend shall be paid pro-rata for part-time employees. Only one stipend shall be paid regardless of the number of advanced degrees.

22.04.02 Hourly Teachers

The regular hourly rate shall be specified on the salary schedule.

22.04.03 Premium Pay

Any teacher who is assigned to teach in excess of thirty (30) hours per week/per quarter shall be paid 25% more for all hours in excess of thirty (30)

22.05 Teaching Assignments

Teaching assignments shall be made by September 1 for each academic year, but shall be subject to cancellations if student attendance drops below 15 by the third consecutive class meeting in any quarter. If the class has fewer than ten students at the first or second meeting, or drops below 15 for 3 consecutive meetings, it may be cancelled.

22.05.01 Permanent teachers in the Adult School shall be given first consideration for courses in their teaching areas up to thirty (30) hours, in order of seniority. This shall be done prior to posting vacancies.

22.06 Vacancies Posted

Except for fee-based classes, all Adult School vacancies shall be posted at the Adult School for five (5) days and included on the District's employment hotline. Vacancies during the quarter shall be filled first by qualified adult school unit members who apply and are not presently teaching during the class time designated in the posted vacancy. If more than one qualified unit member applies, vacancies shall be filled in the following order: (1) permanent unit members who have had a class dropped and are teaching below their permanent FTE level; (2) permanent unit members who are part-time; (3) other unit members.

22.07 Evaluation

22.08 Unit members teaching non-fee program classes shall be evaluated by the administrator or designee using the Adult School evaluation form. Probationary and permanent teachers shall be evaluated under Article 11 except that 11.02 and 11.04.04 shall not apply.

22.09 Permanent Status

A teacher shall achieve permanent status by teaching more than eighteen (18) hours per week for at least 75% of the number of days the Adult School is in session for each of 2 consecutive years (summer session excluded). For teachers whose probationary status commenced prior to the 1983-84 school year, the probationary period is three (3) years. Permanent status is attained at the average level of hours which the employee taught in the two year probationary period. Only hours taught in state-supported (A.D.A.) programs count towards permanence. A full-time position is 30 hours. Guaranteed hours cannot be achieved above that level.

22.10 Permanent Teacher - Assurance of Employment

- 22.10.01 Once a teacher has obtained permanency, he/she will be assigned to work each quarter not less than the average number of hours per week that he or she has served during his or her probationary years.
- 22.10.02 If a class taught by a permanent teacher is cancelled, other classes or work assignments will be assigned to that employee as necessary to maintain the number of hours at which he/she attained permanency.
- 22.10.03 Each permanent teacher shall receive a letter at the beginning of every school year which will specify the number of hours to which he/she is entitled as a permanent teacher. Quarterly a teacher shall be informed of his/her assigned classes/duties and the number of hours of the assignment.
- 22.10.04 If a permanent teacher is assigned to work more time than his/her entitled hours for 75% or more of two complete consecutive years, his/her level of permanency (entitled hours of work) shall be increased to the average number of hours worked over this two-year period.
- 22.10.05 If for two consecutive years a permanent teacher is assigned the guaranteed number of working hours in a year but fails to serve those hours although he/she continues to work the hours necessary to maintain permanency, he/she shall have his/her permanency level reduced to the new average number of hours worked over those two consecutive years.
- 22.10.06 If any permanent teacher fails to work more than eighteen (18) hours per week for any quarter, he/she shall lose permanent status.
- 22.10.07 All permanent adult school teachers must be offered, and must work, more than eighteen (18) hours per week for 75% or more of the school year (i.e., the three academic quarters) to maintain permanency.

22.11 Preparation Time

Permanent Adult School teachers and teachers teaching more than 18 hours shall receive .1 (one tenth) hour of preparation time for every one hour they teach. This preparation time shall take place at an adult school site designated by the administrator at regularly scheduled and posted office hours. The teacher shall designate the time of such hours quarterly and submit them to the principal who shall have final authority to determine the office hours in the event of an office scheduling conflict. The hours shall occur during time accessible to students. The time shall be used for the professional purposes specified at Article 8.02.02. Employees shall not be paid the premium hourly rate normally applicable to hours worked in excess of 30 for hours attributable to preparation time, nor shall such hours be credited towards hours in permanent status or towards sick leave. Any time a permanent teacher does not work more than the eighteen (18) hours required to obtain permanent status he/she shall not be entitled to any paid preparation period.

22.12 Work Year for Permanent Employees

Effective in 1998-99 the work year for full-time permanent employees shall be 177 work days of 6.6 hours per day including preparation time, or its annual hourly equivalent of 1168.2

hours. The work year for part-time permanent employees shall be the appropriate pro-rata share of 168.2. The adult school principal will develop the work calendar which shall consist of instructional days and days/hours allocated for staff development and other assigned professional duties. All permanent employees shall be required to attend certain staff development sessions.

22.13 Substitute Teaching

Unit members who wish to substitute teach in the adult school shall notify the adult school principal in writing. Such a unit member shall be contacted before other substitutes if the unit member is equally qualified for the opening, time allows and the absent teacher has not indicated a preference to the contrary. Any time served as a substitute teacher shall not be credited towards permanency, preparation time or any other benefit incidental to regular teaching hours.

ARTICLE 23

YEAR-ROUND EDUCATION

- 23.01 The year-round education calendar is attached as Appendix G-2.
- 23.02 Non-classroom unit members shall be assigned to either a traditional or YRE work year calendar, but may be required to perform services at sites with different calendars. The District may offer unit members extended year contracts for work beyond the 182-day work year. Such contracts shall be paid in accord with Article 14. As an exception to this provision, the district and a unit member may mutually agree to a work year calendar consisting of 182 workdays, some of which are in the traditional calendar and some of which are in the YRE calendar. No unit member shall be required to accept an extended year contract. Whenever possible, the extended year compensation will be included as creditable compensation for STRS purposes.
- 23.03 Unit members who have changed calendars during the school year and would be subject to loss of annual work days shall be provided an opportunity to substitute teach sufficient days to fulfill the annual contractual obligation, and thereby receive a full year of service and pay for retirement purposes. If a change of calendars results in a longer school year, the unit member shall be paid per diem for all days worked over the normal contract year.
- 23.04 Year-round education and traditional year unit members who are "off track" shall have the first opportunity to substitute within the District at the regular daily substitute rate.
- 23.05 All unit members interested in substituting shall submit, in writing, a notification to the District Office listing dates they are available for substitution.
- 23.06 Year-round education and traditional year unit members who are "off track" may substitute in other districts.
- 23.07 The length of year-round education teacher work year and work day shall be the same as in the traditional year.
- 23.08 Upon request, the District shall assign children of unit members to the same schedule as the unit member is teaching.
- 23.09 Year-round education teachers may voluntarily exchange days with traditional schedule teachers without loss of pay, benefits, or sick leave subject to the following limitations:
- 23.09.01 Exchanges shall not be approved for more than five (5) consecutive days or ten (10) total days per school year.
- 23.09.02 Application for exchange must be submitted to the principal of each party to the exchange. The application shall specify the time for exchange for each party, the names of employees scheduling the exchange, and the reasons for the exchange.
- 23.09.03 Applications shall be submitted at least two (2) weeks in advance to both principals. Both principals must approve the exchange before it can be implemented. Exchanges shall not be approved unless there is a legitimate educational, profes-

sional, or personal reason for the absence, and if the proposed scheduling of the exchange and the employee replacements have no adverse impact on the educational program.

23.09.04 Except in exceptional circumstances, no exchange shall be approved which is scheduled within three (3) weeks of the opening of schools.

23.10 Year-round education unit members who are "off track" shall not be required to attend any meetings of any kind.

23.11 Unless otherwise stated, all provisions of this contract shall apply to year-round unit members.

ARTICLE 24

RESTRUCTURING

24.01 Statement of Intent

The Board and the Association agree that it is in the best interest of the Alameda Unified School District to cooperatively engage in exploration of and experimentation in the current educational reform proposals being discussed by educators nationally, and further, to explore the various reform proposals which the creativity of District staff may generate.

24.02 Restructuring/Educational Reform Plans

Such a venture may call for a variety of changing roles and responsibilities within the schools, including but not necessarily limited to:

24.02.01 Involving school staff members in decision making at sites.

24.02.02 Devising new systems of school site accountability.

24.02.03 Organizing and staffing schools in new ways.

24.02.04 Altering schedules and learning activities to accommodate different levels of student learning.

24.02.05 Involving school staff members in budget development.

24.03 Board and Association Agreement

Recognizing that restructuring/education reform activity may require collective bargaining flexibility on a continuing basis, the District and the Association adopt the following guidelines to assist in the implementation of the joint commitment.

24.03.01 The District and the Association recognize the need for flexibility in any restructuring effort and will, where appropriate, consider waiving or modifying any contract provisions.

24.03.02 Sites which develop restructuring/educational reform proposals which may involve waivers to the collective bargaining agreement shall submit a written request for waiver (Appendix G) to the Contract Administration Committee. The request shall include the following:

24.03.021 A statement of the reform/restructuring proposals or a copy of the plan, including the rationale for the change.

24.03.022 Verification by the principal that:

(a) he/she recommends the plan, the contract waivers being sought, and the time period for which those waivers are sought;

- (b) the school site council has reviewed and approved the reform proposals and the contract waivers sought;
- (c) more than 67% of the certificated FTE have approved through secret ballot the reform proposals and the contract waivers sought.

24.03.03 The Contract Administration Committee shall review the plan and requested waivers. If it concludes more or different waivers are needed, it shall refer the matter back to the principal to complete and verify the steps listed at 24.03.02.02.

24.03.04 All agreements to modify, amend, or otherwise change contract provisions will be by mutual written agreement of the parties. Each party will determine its own procedures for ratifying any written agreement which modify existing contract provisions.

ARTICLE 25

CONTRACT ADMINISTRATION COMMITTEE

25.01 Structure

The parties agree to establish a Contract Administration Committee composed of the Superintendent and the Association President, plus two (2) additional representatives appointed by each party. The committee shall be jointly chaired. Decisions shall be made by consensus whenever possible. If consensus cannot be reached, decisions shall be made by majority vote.

25.02 Purpose

The purpose of this committee shall be to resolve contract administration issues which may arise from time to time during the term of this agreement, and specifically, to resolve issues arising under Article 24, Restructuring. In addition, the committee or its designees will provide consultation and technical assistance to sites in developing restructuring plans and identifying contract provisions which may need to be waived to implement those plans.

25.03 Authority

The committee shall have the authority to resolve contract administration issues and to recommend waivers of the collective bargaining agreement subject to ratification by the Association and the District, as appropriate. Generally, waivers shall apply to a specific work site for a specific period of time.

25.04 Meeting Schedule

The committee shall meet as determined by the superintendent and the Association President. Meeting times and locations shall be by mutual agreement.

25.05 Communication

Minutes of meetings shall be kept and distributed to the Board of Education, Superintendent, Contract Administration Committee Members and Association.

25.06 Release Time/Compensation

Bargaining unit members serving on the Contract Administration Committee shall receive release time or their hourly rate of pay for committee meetings.

ARTICLE 26

EFFECTS OF AGREEMENT

26.01 Individual Contract

Any individual contract between the Board and an employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

26.02 Supersede

This Agreement shall supersede any rules, regulations, or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.

26.03 Uniform Rules

Rules which are designed to implement this Agreement shall be uniform in application and effect.

26.04 Validity of Agreement

If any provisions of this Agreement or any application thereof is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

26.05 Effect of Legislation

In the event legislation affects the terms of this Agreement, the parties shall, upon request, within fifteen (15) days of such event, meet and negotiate regarding the impact of such changes.

26.06 Terms and Conditions

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

26.07 Term of Contract

Except where otherwise noted, all provisions of this Agreement shall be effective as of the date of ratification by both parties and shall continue in effect until June 30, 2009. There shall be no re-opener negotiations.

26.08 School Calendar

The parties agree to bargain for a calendar as required by Government Code section 3543.2 and to use their best efforts to bargain a multi-year contract.

ARTICLE 27

SPECIAL EDUCATION

- 27.01 Unit members who have special education assignments shall be entitled to the same rights, benefits and privileges afforded to all other unit members under this Agreement.
- 27.02 Special education unit members shall be provided the same preparation periods as other unit members (see Section 8.03).
- 27.03 Any unit member who will be receiving a known full inclusion student shall receive prior notification.

27.04 IEP Meetings

IEP meetings will be held, whenever possible, within the continuous instructional day. IEP meetings will be run efficiently with the use of an agenda. The length of the IEP meeting shall be determined by the IEP team. If needed, the IEP team may schedule an additional IEP meeting to complete the IEP process.

27.05 IEP Due Process

When a unit member is required to participate in a due process hearing or other due process procedures, the District will provide the unit member with release time without loss of compensation to prepare for and participate in the hearing. The amount of release time necessary will be agreed upon prior to the use of such time.

27.06 Resource Specialists

27.06.01 RSP teachers, by mutual agreement with site administration, shall create schedules for teaching, preparation time, testing and other duties required by law. If parties are unable to agree, it shall be mediated by the Director of Special Education or designee.

27.06.02 RSP teachers shall be assigned in accordance with Education Code section 56362(d). At no time, will an RSP teacher be assigned to a regular classroom as a substitute unless coverage is needed in accordance with contract provision 8.04

27.06.03 Unit members shall not be assigned coordination of SST meetings but may select coordination of SST meetings as an extra duty assignment in accordance with Article 8.06 (Extra Duties) in this Agreement.

27.06.04 The maximum size for RSP caseload shall be 28, as prescribed by law. Education Code section 56362 (c).

27.07 Speech / Language Pathologist (SLP)

27.07.01 The SLPs caseload shall not exceed an average of 55 students per FTE.

27.07.02 SLPs will not be assigned yard duty or extra duties.

27.08 Special Day Class Teachers

27.08.01 When an individual with exceptional needs is placed in a special day class, the unit member(s) receiving the student in his/her class or caseload shall receive all known relevant health information.

27.08.02 Special Day Class teachers shall be provided up to one and one-half (1-1/2) days of release time annually to prepare for IEP meetings. Normally, the released time shall be scheduled in half-day, or greater, increments.

27.08.03 The District shall provide no less than one paraprofessional to assist each unit member assigned to a special day class during all of the instructional time for which the unit member is responsible.

27.09 In the absence of the regular paraprofessional in a Special Day Class or full inclusion setting, every attempt will be made to provide a substitute paraprofessional. Substitutes will be assigned on a first priority basis to "full inclusion" assignments.

27.10 Meetings

Mandatory special education staff meetings shall be exchanged for a site staff meeting. The special education department will confirm the schedule with the site administrators.

ARTICLE 28
(Effective July 1, 2000)

PEER ASSISTANCE AND REVIEW PROGRAM

The Association and the District strive to provide high quality education to the students of Alameda. In order for all students to succeed in learning, all teachers should succeed in teaching. The Association and the District believe that all teachers should focus on continuous improvement in professional practice and that teachers having difficulties can benefit from assistance and review by colleagues. Therefore the Association and the District hereby establish a teacher peer assistance and review program (PAR), making available the skills of exemplary teachers to help all teachers develop as professionals. PAR shall use as its professional model the California Standards for the Teaching Profession (CSTP). Peer assistance will be provided non-permanent teachers through the BTSA program, or through other alternative means. Peer assistance and review will be provided to permanent teachers who volunteer for assistance or who are referred to the program because of an unsatisfactory evaluation.

I. Definitions

- A. Consulting Teacher (CT). A consulting teacher is a permanent exemplary teacher who provides assistance and review to teachers participating in the program.
- B. Participating Teachers. The three types of participating teachers are voluntary, referred, and beginning.
 - 1. Voluntary Teacher (VT) - the permanent teacher who wishes to participate in the program.
 - 2. Referred Teacher (RT) - the permanent teacher who is referred to the program because of an unsatisfactory evaluation.
 - 3. Beginning Teacher (BT) - a non-permanent teacher with fewer than two full years of fully credentialed teaching experience within the past five years who is required, or wishes, to participate in the program.

II. Joint Committee

- A. Composition and Selection. The Joint Committee (JC) shall consist of five (5) members. Three (3) members shall be certificated classroom teachers who shall be selected by the Association. Two members shall be administrators selected by the District. The Association and the District shall individually determine the method for selection, the qualifications, and the term of its appointees, being mindful of the purpose of PAR and the value of continuity in administering PAR. To promote continuity, the parties shall consider 1) staggered terms so that no party's appointees are all new in any one school year and 2) retaining the same appointees for the 2000-2001 school year as were appointed for the 1999-2000 planning year. In 1999-2000 only, to plan for PAR implementation on July 1, 2000, the Joint Committee shall be augmented by two (2) non-voting members, one (1) selected by the Association and one (1) by the District. The Joint Committee may call on additional resources as appropriate. It is the intent of the parties that all initial appointments to the Joint Committee be made by November 8, 1999 for the 1999-2000 planning year. The Joint Committee shall establish its operational procedures including the method for selection of a chairperson.

- B. Meetings and Compensation. The Joint Committee shall establish its meeting schedule. To hold meetings a majority of the members must be present. Meetings may be held during the school day, with a grant of release time to teachers, or during non-school time. Every effort shall be made, however, to meet at times other than during the school day to allow teachers to remain in the classroom. Association appointees to the Joint Committee shall receive a stipend of \$1,000 for the 2003-04 school year. Thereafter, Association appointees to the Joint Committee shall be paid hourly for the number of hours worked not to exceed 35 hours per person per year
- C. Decision Making. The Joint Committee shall make decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a majority vote of the five chairs.
- D. Responsibilities. The Joint Committee shall be responsible for the following:
1. Consulting Teachers (CT).
Selection of CTs. No applicant shall be selected without a classroom observation by the Joint Committee.
 - * Training of CTs.
 - * Review/direct the CT's provision of services.
 - * Review peer review reports prepared by the CT.
 - * Evaluate the CT and possibly remove the CT. Reasons for removal may include the specific needs of the PAR program or inadequate performance of the CT. Removal shall be at the sole discretion of the Joint Committee. Prior to the effective date of such removal, the Joint Committee shall provide the CT with a written statement of the reasons for the removal and upon request, meet with the CT to discuss the reasons.
 2. Permanent Teachers. The Joint Committee shall provide participating permanent teachers, voluntary or referred, with a list of available CTs. The permanent teacher may indicate the CT that he/she prefers but the Joint Committee shall not be bound by the preference. The Joint Committee shall notify the permanent teacher, his/her principal, and the CT in writing that the permanent teacher is participating in PAR and identify the appointed CT.
 3. Cooperation Between Consulting Teacher and Principal. The Joint Committee shall expect and strongly encourage a cooperative relationship between the consulting teacher and the principal in the peer assistance and review process.
 4. Recommendations to Board. The Joint Committee shall review peer review reports prepared by CTs and make recommendations to the Board regarding the referred teacher's progress in PAR, including but not limited to, identifying referred teachers who are unable to demonstrate satisfactory improvement after sustained assistance.
 5. Annual Evaluation of Program. The Joint Committee shall evaluate annually the impact of PAR in order to improve PAR. The review and evaluation may include interviews or surveys of PAR participants, principals, and others as deemed appropriate. The Joint Committee shall submit this annual evaluation in

writing, including any recommendations for improvement, to the Board and the Association at the same time that it submits the proposed budget. This submission shall be not later than May 30.

6. **Annual Budget.** The Joint Committee shall annually submit a proposed budget to the Superintendent for board approval. The proposed budget shall be designed to carry out the provisions of this Article and shall take into consideration a) the number of consulting teachers which will be required in the coming year in light of the projected level of participation in the program, b) the cost of augmenting the BTSA program adequately, or the cost of other programs to support beginning teachers, c) the recommendations for improvement of PAR which it made in the annual report to the board, and d) other relevant factors. The proposed budget shall not exceed the state funding allocation for the coming year as estimated by the District's chief financial officer. This proposal shall be submitted at the time and in the form requested by the District. The Joint Committee shall recommend to the superintendent that the board authorize the necessary number of consulting teacher positions or any increase or decrease thereof, providing to the Superintendent the rationale for the request. The Board shall consider the requests promptly, normally in accord with a previously published calendar on budget review and position authorization.
7. **Procedures.** The Joint Committee shall adopt procedures for implementing the provisions of this Article. These procedures shall be consistent with the statutes, the provisions of this Article, and this Collective Bargaining Agreement. If there is any inconsistency, the statutes, the provisions of this Article, and this Collective Bargaining Agreement shall prevail.

E. **Confidentiality.** All materials related to evaluations, reports and other personnel matters regarding individuals which are created or reviewed by the Joint Committee shall be strictly confidential. Therefore, Joint Committee members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions:

1. The District may make use of the following documents regarding referred teachers: (a) final and intermittent peer review reports prepared by Consulting Teachers; (b) recommendations of the Joint Committee or CT regarding participants in the Program; and (c) evaluations of a teacher's participation in the Program by the Joint Committee or CT.
2. Materials shall be disclosed if required by law.

F. **Indemnity.** The District shall defend and indemnify Joint Committee members against claims arising out of their good faith performance of duties under this Article. Joint Committee members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

G. **Non-Management/supervisory status.** Functions performed by teacher Joint Committee members pursuant to the Program shall not constitute either management or supervisory

functions as defined by subdivision (g) and (m) of section 3540.1 of the Government Code.

III. Participating Teachers.

- A. Beginning Teachers (BT). A Beginning Teacher is defined as a non-permanent unit member with fewer than two full years of fully credentialed teaching experience within the past five years. All Beginning Teachers shall be required to participate in PAR for at least two years or until they no longer meet the definition of Beginning Teacher. Unit members who continue to meet the definition of Beginning Teacher after two years may be required by the District to participate in PAR, or they may do so at their own request if they make the request by May 1 of the prior year. The PAR program for Beginning Teachers shall include the BTSA program. BTSA shall be supplemented with PAR funds as necessary to insure that Beginning Teachers who are not eligible for BTSA funding or do not wish to participate in BTSA are provided the support deemed appropriate by the Joint Committee. All support provided the Beginning Teacher shall be confidential in accord with BTSA program guidelines. The District shall provide the Joint Committee and BTSA with a list of all Beginning Teachers at the beginning of every school year, indicating the support program for which the Beginning Teacher is eligible, and shall supplement the list during the year as required.
- B. Referred Teachers (RT). Permanent unit members who have received an unsatisfactory evaluation shall be referred to the Joint Committee and required to participate in the PAR program as an intervention.
1. Referral. The administrator who authored the unsatisfactory evaluation shall refer the RT to the Joint Committee. The administrator shall provide the Joint Committee a copy of the unsatisfactory evaluation, together with appropriate supporting documentation. A copy of the referral packet shall be sent to the RT. The Joint Committee shall review the referral packet including the unsatisfactory evaluation and supporting documentation. It may also interview the referring administrator and the teacher being referred. Based on the needs of the teacher, the Joint Committee shall determine the nature of assistance which the CT shall provide.
 2. Teacher objection. A teacher who has been referred to PAR and objects to such participation on the grounds that the unsatisfactory evaluation leading to the referral was procedurally or otherwise flawed may, at his/her request, appear before the Joint Committee with a representative of his/her choice to explain his/her point of view regarding the defects in the evaluation. Notwithstanding this provision, the Joint Committee shall proceed to assign a CT to the RT in accord with its normal provisions.
- C. Volunteer Teachers (VT). Any permanent classroom teacher may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. For guaranteed participation in the program, the unit member must volunteer by May 1 of the prior school year. A volunteer may withdraw from the program at any time. When the volunteer applies to the program, he/she shall provide the program with an initial draft of the goals which he/she would like to accomplish by participation in PAR.

1. The CT shall maintain a log of assistance which shall not include any evaluative comments. A copy of this log shall be provided to the Joint Committee and the volunteer. It shall not be placed in the volunteer's personnel file unless the volunteer so requests.
2. All communications between the Volunteer and the CT shall be confidential and shall not be shared without the written consent of the Volunteer and CT. The CT shall not, without the written consent of the Volunteer, be called by the Association or District to testify, produce documents, or to participate in any way in any proceeding involving the teaching performance of the Volunteer if the subject of the inquiry is the teaching performance of the Volunteer during the period the CT assisted the Volunteer as a participant in PAR.

IV. Consulting Teachers.

- A. Duties. Consulting Teachers (CT) shall participate in training and provide assistance to Beginning Teachers, Referred Teachers and Volunteer Teachers pursuant to the Program.
- B. Qualifications. A CT should be considered by colleagues to be a highly skilled practitioner. A consulting teacher shall possess the following qualifications: (1) permanent status, (2) at least four recent years of teaching experience in the District, (3) demonstrated exemplary teaching ability as defined by the California Standards for the Teaching Profession, (4) extensive knowledge of subject matter, (5) mastery of a range of teaching strategies, instructional techniques, and classroom management skills necessary to meet the diverse needs of students, (6) ability to communicate effectively orally and in writing, (7) ability to work cooperatively and effectively with others. A consulting teacher cannot be a member of the Joint Committee.
- C. Posting and Application. There shall be a permanent posting for the position of consulting teacher at all sites and in the District office. Applications may be submitted at any time and will be kept on file to the end of the current school year. In addition to the application, applicants shall submit letters of recommendation from 1) his/her principal or immediate supervisor, 2) a union representative, and 3) two teachers at the applicant's site/program. The Joint Committee may interview any persons submitting a letter of recommendation. The Joint Committee may include additional procedures as it sees fit regarding the application process. A prospective CT cannot be named to said position without first having been observed teaching in his/her own classroom by the JC. All applications and references shall be treated with confidentiality. They shall not be placed in the CT's personnel file
- D. Term of Assignment. A CT shall be appointed for and agree to accept a three-year term, subject to annual renewal. A consulting teacher shall be placed in a classroom assignment for a minimum of one year before reapplying to be a consulting teacher if the consulting teacher's out of class CT assignment was half-time or greater. Each Consulting Teacher shall be provided reasonable release time from regular classroom duties on a full- or part-time basis, depending on need and funding for the Program.

- E. Compensation. A full-time CT shall receive his/her regular salary and benefits. A CT shall continue to accrue seniority as a regular certificated employee for the time served as a consulting teacher in the same manner and for the same purposes as if he/she had remained in a regular assignment. If a CT, active or inactive, works beyond the regular teacher work year at Joint Committee direction, he/she shall be compensated in accord with the collective bargaining agreement. The active CT, whether full-time or part time, shall be paid a stipend. The stipend shall range from 7% to 13% of the Salary Schedule Step 1, Col. 1, and the amount to be determined by the Joint Committee. It shall be prorated according to assignment. A change in this stipend shall be subject to bargaining.
- F. Return to Regular Assignment. While on assignment as a full time consulting teacher, the CT will be considered on leave to a categorical program from his/her regular assignment. Thus, his/her regular assignment may be filled by a temporary teacher. Upon completion of his or her service as a full time released Consulting Teacher, the CT shall be returned to a regular assignment in accordance with section 5.17.01 of this agreement.
- G. Caseload. The Joint Committee shall determine the caseload for a consulting teacher. The number is dependent on the amount of intervention time which the Joint Committee determines, in consultation with the CT, is necessary for each participating teacher. Consulting Teachers shall assist the teachers on their caseload by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the teacher in accord with the PAR process set out below in Section V.
- H. Indemnity. The District will defend and indemnify Consulting Teachers against claims arising out of their good faith performance of duties under this Article. Consulting Teachers who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.
- I. Non-Management/supervisory status. Functions performed by Consulting Teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

V. Peer Assistance and Review Process for Permanent Teachers.

- A. Preparation of Assistance Plan. As soon as possible after assignment, the Consulting Teacher shall review the referring packet for the RT/VT. Thereafter, the Consulting Teacher shall meet with the RT/VT and the site principal together or separately, as appropriate, to review the employee's performance and recommendations for improvement. The Consulting Teacher will then prepare a written Assistance Plan aimed at remedying the deficiencies which were cited in the RT's unsatisfactory evaluation or meeting the goals set forth in the VT's application. For the RT, the Assistance Plan will include 1) performance goals which are aligned with pupil learning and consistent with Stull Bill criteria and CSTP and 2) a projected date for completion which will ordinarily be by the end of the current school year. The Plan will be submitted to the Joint Committee for final development and approval.

- B. Classroom Observations. The Assistance Plan will include multiple observations of the RT/VT by the Consulting Teacher. These observations will be in addition to any that are performed as part of the evaluation Article in this agreement.
- C. Progress Reports. The Consulting Teacher will prepare and discuss with the Joint Committee periodic (at least every three months) reports of the RT's/VT's participation and progress in the program. The Consulting Teacher's report shall include an assessment as to whether the Assistance Plan can or should be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term. For purposes of the VT these reports shall be limited to the assistance log referred to in II.C. above.
- D. Final Report. By April 15, or at a later date if specified in the Assistance Plan, the Consulting Teacher shall make a final report to the RT/VT, and, for RTs, to the Joint Committee and the evaluator. A copy of the final report shall be included in the RT's personnel file after he or she has had an opportunity to review and comment on it. The Final Report shall not constitute the District's evaluation of the employee's performance but, in the case of an RT shall (and, in the case of a VT, may at his or her request) be considered by the site administrator in preparing any evaluation document or proposing any personnel action.

VI. Miscellaneous.

- A. This article shall not be grievable. Any claims that the article has not been properly implemented shall be presented in writing to the Joint Committee, with a copy to the District and the Association. Each year until 2002-2003 this article shall be an automatic reopener in these negotiations.
- B. Expenditures made for this program shall not exceed the revenues received under ABX1 and, where applicable, BTSA.
- C. At the conclusion of the 2000-2001 fiscal year, if revenue exceeds the expenditures of this program, the parties shall meet to consider the matter and shall recommend the allocation of the surplus.
- D. Nothing herein shall modify or in any manner affect the right of the District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.
- E. Article 17, Mentor Teacher Program, shall be deleted from the collective bargaining agreement effective July 1, 2000.

ARTICLE 29

TECHNOLOGY

The following provisions are intended to give guidance as to how to resolve the impact of technology on unit members' hours and working conditions and to ensure that unit members have reasonable and equitable access to any technology that shall be required by the District to fulfill the members' duties and professional responsibilities.

29.01 Unit Member Access

29.01.01 Computer Workstations. The District shall provide each unit member access to a computer workstation with legally purchased and licensed software and/or network access necessary for the support of educational programs and to fulfill necessary professional requirements.

Printers. The District shall provide each unit member with access to at least one printer that is free from student access.

29.01.02 Mobile Classes, Physical Education Classes and Classrooms Without Computer Access.

- a. Any unit member without access to a computer workstation during class time shall be exempted from taking attendance on-line.
- b. Itinerant teachers shall be provided with access to an identified computer workstation.
- c. Locations of such stations shall take into consideration the necessity for confidentiality.

29.02 No unit member shall be negatively evaluated or disciplined for failure to perform technology-based duties if the District has failed to provide:

- Access to their identified computer workstation with legally purchased and licensed software and/or network access necessary to perform such duties.
- Training necessary to complete required duties provided sufficiently in advance of expected deadlines to allow the unit member adequate time to complete the task.
- Technology support necessary to maintain hardware and software that are required to perform the duty.

29.03 The District will make every effort to repair / replace in a timely manner any equipment regularly used in the course of a unit member's duties.

29.04 Training and Expectations

The District shall provide unit members with necessary training in order to complete required technology-based duties. Unit member shall be compensated as per Article 14.04.02 if training occurs outside the workday.

29.05 Parent and Student Access

As long as unit members appropriately supervise students, unit members will not be held liable nor will they be subject to disciplinary action for the actions of parents / students who do not abide by the District's Acceptable Use Agreement.

29.06 Computer-Based Classes

The District shall assure that no students are assigned to a computer-based class in excess of the number of necessary computer workstations based upon course requirements.

29.07 District E-mail

29.07.01 Unit members shall have the right to use e-mail to communicate with other employees of the District and other individuals and/or organizations within the scope of their professional responsibilities. Unit members shall not be disciplined for unsolicited receipt of inappropriate material.

29.07.02 Alameda Education Association shall have the use of district e-mail to communicate with their unit members except as prohibited by law.

29.08 Electronically Maintained Student Records

Unit members shall not be held liable for any breach of student confidentiality caused by the failure of the District to provide adequate protection resulting in unauthorized access to student records.

29.09 Other Technology-Related Issues

When District Administration requires a unit member to perform the duties of troubleshooting and/or maintaining computers, updating software, loading District-approved software and/or any other maintenance/repair type tasks, the unit member shall be compensated at the hourly rate of pay.

29.10 Technology Oversight Committee

29.10.01 The District and the Association agree to form a Technology Oversight Committee to make non-binding, non-precedent-setting recommendations to the Superintendent or his/her designee and the Association President or his/her designee proposing appropriate actions to deal with the technology needs of the district.

29.10.02 The Committee shall be composed of:

- The Director of Information Technology Services, as facilitator, and two additional District Appointees.

- Three Association appointees.
- One mutually agreed upon member with specific expertise as needed.

ALAMEDA UNIFIED SCHOOL DISTRICT
Adult Education Teachers Salary Schedule
Effective July 1, 2008
June 30, 2007 rates plus 1%

Appendix A-2

2007-08

AEA Unit Permanent Adult Education Teachers

	0 - 5 Years Base	6 - 10 Years Base	More Than 10 Years Plus 10% of Base
BA or less			
Hourly Rate	31.78	33.37	34.96
Annual Rate			
Regular	37,130.05	38,986.55	40,843.06
Year round	45,521.02	47,797.07	50,073.13
BA plus additional units			
Hourly Rate	32.57	34.20	35.82
Annual Rate			
Regular	38,052.81	39,955.46	41,858.09
Year round	46,652.32	48,984.94	51,317.54

Regular Teachers **1,168.20** annual hours
Based on 1,168.20 annual hours (177 x 6hrs/day = 1,062.00 + 106.20 hrs. prep time) and a 30 hours full time work per week per academic quarter.

Year Round **1,432.20** annual hours
Based on 1,168.20 hours + 264 hours (summer workdays of 52 days minus 8 days vacation Multiplied by 6 hours a day).

Advance Degree Stipend (Masters or Doctorate, one only) 1,127.51

Hourly Rates for Non Permanent Teachers

0 - 5 Years	31.78
6 - 10 Years	33.37
More than 10 Years	34.96

ALAMEDA UNIFIED SCHOOL DISTRICT
CHILD DEVELOPMENT CERTIFICATED SALARY SCHEDULE
June 30, 2007 rates plus 1%
FY2007/08
Effective July 1, 2007

Appendix A-3

No. of Years	Class O 12 Units	Class 1 24 Units	Class 2 60 Units	Class 3 90 Units	Class 4 BA	Class 5 BA plus 15	Class 6 BA plus 30	Class 7 BA plus 45	Class 8 BA plus 60
1	24,800.72	25,815.29	26,871.37	27,934.12	28,714.29	31,337.13	34,041.14	36,755.76	39,461.21
2	24,827.32	25,842.05	26,898.26	27,961.16	28,669.62	31,377.40	34,080.24	36,794.86	39,500.17
3	26,596.15	27,612.11	28,666.86	29,696.18	31,337.13	34,041.14	36,755.76	39,461.21	42,167.97
4	27,859.07	28,497.78	29,151.14	30,618.06	32,689.79	35,399.17	38,104.48	40,813.71	43,520.64
5	27,859.07	29,390.29	30,450.29	31,513.05	34,041.14	36,755.76	39,461.21	42,167.97	44,871.67
6	27,859.07	29,390.29	31,345.28	32,401.50	35,399.17	38,104.48	40,813.71	43,520.64	46,224.49
7	27,859.07	29,390.29	31,345.28	33,297.65	36,755.76	39,461.21	42,167.97	44,871.67	47,583.84
8	27,859.07	29,390.29	31,345.28	33,297.65	38,104.48	40,813.71	43,520.64	46,224.49	48,935.19
9	27,859.07	29,390.29	31,345.28	33,297.65	38,104.48	40,813.71	44,871.67	47,583.84	50,287.97
10	27,859.07	29,390.29	31,345.28	33,297.65	38,104.48	40,813.71	44,871.67	48,935.19	51,645.71
11	27,859.07	29,390.29	31,345.28	33,297.65	38,104.48	40,813.71	44,871.67	48,935.19	52,997.23

Based on 7-hour work day. Annual workdays based on WCDC adopted calendar

Head Teacher	Teachers Scale + \$3,000/yr (\$250/mo)	Same as 98/99
Assistant Head Teacher	Teachers Scale + \$935/yr (\$77.92/mo)	Same as 98/99

SPECIAL ASSIGNMENT SALARY SCHEDULE**Effective July 1, 1998**

Employees assigned to the following special categories by their principal shall be paid in accordance with the following percentage of the salary listed in Schedule "A-1." Step 1, Column 1. For the period July 1, 2000 to June 30, 2002, these percentages shall be applied to the salary schedule in effect as of June 30, 2000. Effective July 1, 2002, these percentages shall be applied to the salary schedule in effect as of that date. No other District controlled funds shall be used to supplement these stipends except by waiver.

2.1	<u>Job Classification</u>	<u>Percentage</u>
	<u>High School</u>	
	<u>Teacher Leadership Positions</u>	
	Athletic Director	14%
	Student Activities Director	14%
	Teacher leadership positions noted above at the comprehensive high schools shall be assigned a period.	
	<u>Curriculum Leadership Positions</u>	
	Music Director	12%
	Drama Director	12%
	Assist. Drama Director	7%
	Forensics Coach	7%
	Journalism Advisor	7%
	Yearbook Advisor	7%
	Flags Team Advisor	7%
	ROTC Team Advisor	7%
	Military Property Book Custodian	\$500.00
	<u>Coaches</u>	
	Varsity Football Coach	12%
	Varsity Head Coach	9%
	Assistant Coach	7%
	Cheerleader (Year)	9%

Middle SchoolTeacher Leadership Positions

Student Activities Director	6%
Middle School District Athletic Director	6%

Curriculum Leadership Positions

Music Director	7%
Choir Director	4%
Drama Director	4%
Yearbook Advisor	4%

Coaches

All Sports	3%
------------	----

Bargaining unit members shall be given first priority for all coaching positions.

2.2 Department Chairpersons

Department Chairpersons at the comprehensive high schools in departments with 30 or more sections shall be compensated at the rate of .0015 of Step 15, Col. 5, per section supervised without an additional release period in the work day.

2.3 Master Teachers' Programs

If the District receives funds for any Master Teacher Programs, these funds shall be made available to the Master Teacher for classroom equipment/supplies.

2.4 New Extra-Duty Classification

If a new extra-duty classification is established, the Board will negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

2.5 Change in Assignment Duties

If there is any substantial change in the duties of any existing job classification, the Board will negotiate with the Association regarding possible modification in the salary for such position and any modification in the salary for such position agreed to will become effective to the first day that the change in duties become effective.

**ALAMEDA UNIFIED SCHOOL DISTRICT
TEACHER EVALUATION CRITERIA***

Name _____ School _____ Date _____

The purpose of these criteria is to provide guidance to administrators in evaluating and assessing certificated employee performance as it reasonably relates to:

- I. The progress of students toward the established standards of expected pupil achievement at each grade level in each area of study and if applicable towards the state adopted academic content standards as measured by state adopted criteria referenced assessments. (Includes CSTP Standard V.)**
- **All students demonstrate growth.**
 - Establishes and communicates learning goals for all students
 - **Collects and uses multiple sources of information to assess student learning**
 - **Involves and guides all students in assessing their own learning**
 - **Uses results of assessments to guide instruction**
 - **Communicates with students, families, and other audiences about student progress**
- II. The instructional techniques and strategies used by the employee to engage and support all students in learning. (Includes CSTP Standard I and Standard IV.)**
- **Draws on and values students' prior knowledge, life experiences, interests and developmental learning needs to connect students to learning**
 - **Uses a variety of instructional strategies, materials, resources, techniques to respond to students' diverse needs**
 - **Engages students in problem solving, critical thinking and other activities that reveal depth and meaning of the subject**
 - **Uses instructional time effectively**
 - **Establishes, articulates, and communicates learning goals for all students**
 - **Designs short-term and long-term plans to foster student learning**
 - **Develops and sequences instructional activities and materials for student learning**
 - **Modifies instructional plans to adjust for student needs**

T

* These criteria are based on state law (Education Code Sections 44660-44665) and the California Standards for the Teaching Profession (CSTP). The Standards address the following areas: I. Engaging and Supporting All Student in Learning, II. Creating and Maintaining Effective environments, III. Understanding and Organizing subject Matter, IV. Planning Instruction and Designing Learning Experiences, V. Assessing Student Learning, VI. Developing as a Professional Educator. The CSTP are included as Appendix I in the Collective Bargaining Agreement. References to the CSTP are noted in parentheses. Please consult the CSTP for further elaboration in each topic area.

III. The employee's knowledge, understanding and organization of subject matter to maximize student learning and attain curricular objectives. (Includes CSTP Standard III.)

- **Demonstrates knowledge of subject matter, content and student development**
- **Organizes curriculum to support student understanding of subject matter**
- **Interrelates ideas and information within and across subject matter areas**
- **Develops student understanding through instructional strategies appropriate to subject matter and students.**
- **Uses materials, resources and technologies to make subject matter accessible to students**

IV. The creation and maintenance of an environment suitable for effective learning within the scope of the employee's responsibilities. (Includes CSTP Standard II.)

- **Creates a physical environment that supports all students in learning**
- **Establishes a climate that promotes fairness and respect**
- **Promotes social development and responsibility**
- **Establishes and maintains standards of student behavior**
- **Plans and implements classroom procedures and routines that support student learning**

V. The employee's performance of non-instructional duties and responsibilities including those, which are supervisory/advisory and prescribed by the Board of Education in accordance with the Agreement between the District and the AEA.

- **Fulfills responsibilities as a member of a professional community**

VI. The employee's development as a professional educator. (Includes CSTP Standard VI.)

- **Reflects on teaching practice and plans professional development**
- **Establishes professional goals and pursues opportunities to grow professionally**
- **Works with communities, families and colleagues to improve professional practice**
- **Balances professional responsibilities and maintains motivation**

Alameda Unified School District Counselor Evaluation Planning Form and Observation Form

School: _____

Evaluator: _____

Position: _____

Grade: _____

Observation: At least two prescheduled observations will occur unless the evaluator and the counselor mutually agree not to preschedule. Suggested procedures for formal observation(s) and/or for conferences are:

Support: I believe I will need the following assistance in achieving my goals this year:

Check at least four areas, which will be the focus this year, but all areas will be addressed in the evaluation.

Area One: Implement District comprehensive school guidance and counseling program.

- 1.1 Coordinate school and program orientations and participate in articulation activities.
- 1.2 Assist in the establishment of good community-school public relations.

Comments: _____

Area Two: Foster academic and vocational development by establishing educational and career plans.

- 2.1 Counsel student regarding future occupational and/or educational opportunities appropriate to the student's level of ability and interest.
- 2.2 Assist high school students with college applications and scholarship processes and advise students in developing school-to-career plans.
- 2.3 Consult with parents regarding educational, social and career development pertaining to their child.

Comments: _____

Alameda Unified School District Counselor Evaluation Planning Form and Observation Form

Employee: _____ **Evaluation Year:** _____

Area Three: Encourage student’s personal and social development and growth.

- 3.1 Assist in identifying special needs of students and collaborate with other specialized personnel on behalf of the student.
- 3.2 Serve in liaison capacity between teachers, parents, and students.

Comments: _____

Area Four: Effective use of individual and small group counseling, consultation and referral.

- 4.1 Counsel with students to help them better understand themselves and others. Assist them in overcoming personal, social and academic obstacles.
- 4.2 Provide crisis intervention information and referral to appropriate agencies.
- 4.3 Communicates with both school and community resources in support of student’s educational needs.

Comments: _____

Area Five: Monitor students on a regular basis as they progress in school

- 5.1 Monitors student’s progress toward graduation/promotion and help high school students prepare four-year educational plans consistent with their goals.
- 5.2 Utilize assessment data, school records and student interviews to better support student’s academic success.
- 5.3 Assist with large group testing programs. Evaluate and interpret results of test.
- 5.4 Attend meetings and assist in preparing correspondence and reports in keeping with his/her professional responsibilities, such as SST’s and PARI.

Comments: _____

Area Six: Provide support in developing the student master program.

Consult with committees and administrative staff in evaluating course selections for curriculum development. Schedule students in appropriate courses.

Comments: _____

Additional Comments: _____

**Alameda Unified School District
Counselor Evaluation Planning Form**

Employee: _____ Evaluation Year: _____

Evaluator's comments on areas/support and observations: I concur with the areas identified. <input type="checkbox"/> Yes <input type="checkbox"/> No I would like to propose the following additions/modifications: _____ _____
Comments on observations: _____ _____
Evaluator's Signature: _____ Date: _____

Employee's Response to Evaluator's statements: <input type="checkbox"/> I agree with the evaluator's changes and additions. <input type="checkbox"/> I disagree with the evaluator's changes and additions and request a conference. Employee's Signature: _____ Date: _____

Employee's response to Evaluator's statements: <input type="checkbox"/> I now agree with the areas and observation understandings we have mutually established in the above requested conference. Employee's Signature: _____ Date: _____
--

**Alameda Unified School District
Counselor Observation**

Employee: _____ Evaluator: _____
Position: _____ Date: _____
Time of Observation: _____

Areas of Observation and Comments:

Alameda Unified School District
Alameda, California 94501-4465

Performance Evaluation Addendum

Name _____ School/Dept. _____ School Year _____

Date _____

- a) Describe areas of performance considered unsatisfactory.
- b) Describe specific assistance already provided (include dates).
- c) Describe results of assistance (include dates).
- d) Improvement suggestions/management support to be provided in the future.

A check in this box indicates that additional sheets are attached.

_____	_____	_____
Evaluator's Signature	Title	Date

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

_____	_____	_____
Evaluatee's Signature	Title	Date

Certificated Personnel Office:	_____	_____
--------------------------------	-------	-------

Distribution:	_____	_____
Original to Personnel Office	Reviewer's Signature / Title	Date

One Copy to Evaluator
One Copy to Evaluatee

Appendix D-1



ALAMEDA UNIFIED SCHOOL DISTRICT 2006-2007 SCHOOL CALENDAR

Staff Development and Teacher Work Days are non-student days.

Month	M	T	W	Th	F	Teaching Days	Cumulative Teaching Days	BOE Adopted 12/13/05
AUGUST 2006	14	15	16	17	18	4		Aug 23: Staff Development Aug 24: Staff Development Aug 25: Teacher Work Day Aug 28: First Day of School
SEPTEMBER	1							
	4*	5	6	7	8			Sept 4: Labor Day Holiday
	11	12	13	14	15	20	24	
	18	19	20	21	22			
	25	26	27	28	29			
OCTOBER								
	2	3	4	5	6			
	9	10	11	12	13	20	44	Oct 13: Non-Student Day
	16	17	18	19	20			
	23	24	25	26	27			
	(30)	31						Oct 30: Staff Development Day
NOVEMBER			1	2	3			
	6	7	8	9	10*	18	62	Nov 10: Veteran's Day Holiday Nov 22 – 24 Fall Recess Nov 23: Thanksgiving Day Holiday Nov 24: Classified Staff Holiday
	13	14	15	16	17			
	20	21	22	23*	24*			
	27	28	29	30				
DECEMBER					1			
	4	5	6	7	8	11	73	Dec 18 – Jan 1: Winter Recess Dec 21: ½ day Classified Staff Holiday Dec 22: Classified Staff Holiday Dec 25: Christmas Day Holiday Dec 26: Admissions Day
	11	12	13	14	15			
	18	19	20	21*	22*			
	25*	26*	27	28	29*			Dec 29: Classified Staff Holiday
JANUARY 2007	1*	2	3	4	5			Jan 1: New Year's Day Holiday
	8	9	10	11	12	21	94	
	15*	16	17	18	19			Jan 15: Martin Luther King, Jr. Day Holiday
	22	23	24	25	26			
	29	30	31					
FEBRUARY				1	2			
	5	6	7	8	9	18	112	Feb 16: Lincoln's Day Holiday Feb 19: President's Day Holiday
	12	13	14	15	16			
	19*	20	21	22	23			
	26	27	28					
MARCH				1	2			
	5	6	7	8	9	20	132	March 16: Non-Student Day – Trimester Break March 19: Non-Student Day – Trimester Break
	12	13	14	15	16			
	19	20	21	22	23			
	26	27	28	29	30			
APRIL								
	2	3	4	5	6			April 9 – 13: Spring Recess
	9*	10	11	12	13	16	148	April 9 – Classified Staff Holiday
	16	17	18	19	20			
	23	24	25	26	27			
	30							
MAY		1	2	3	4			
	7	8	9	10	11	22	170	
	14	15	16	17	18			
	21	22	23	24	25			
	28*	29	20	31				May 28: Memorial Day Holiday
JUNE					1			June 14: Last Student and Teaching Day
	4	5	6	7	8	10	180 School Days	
	11	12	13	14	15		+ 2 Work Days	
	18	19	20	21	22		+ 3 Staff Dev. Days	
							185 Total Contract Days	

K-8 teachers may schedule the second workday during the week prior to the opening or during the week after the closing of school.

LEGEND

- = Legal
- = Local
- = Staff Development
- = Classified Employee
- = Teacher Work Day

Appendix D-2



ALAMEDA UNIFIED SCHOOL DISTRICT 2007-2008 SCHOOL CALENDAR

Staff Development and Teacher Work Days are non-student days.

Month	M	T	W	Th	F	Teaching Days	Cumulative Teaching Days	
AUGUST 2007			1	2	3			
	6	7	8	9	10	0		
	13	14	15	16	17			
	20	21	22	23	24			
	27	28	(29)	(30)	(31)			
SEPTEMBER								
	(3)*	4	5	6	7			
	10	11	12	13	14	19	19	Sept. 3: Labor Day Holiday
	17	18	19	20	21			Sept. 4: First Day of School
	24	25	26	27	28			
OCTOBER								
	1	2	3	4	5			
	8	9	10	11	12	22	41	
	15	16	17	18	19			
	22	23	24	25	26			
	(29)	30	31					Oct 29: Staff Development Day
NOVEMBER				1	2			
	5	6	7	8	9			
	(12)*	13	14	15	16	18	59	Nov. 12: Veteran's Day
	19	20	21	22*	23*			Nov. 21 – 23 Fall Recess
	26	27	28	29	30			Nov. 22: Thanksgiving Day Holiday
								Nov. 23 – Classified Staff Holiday
DECEMBER								
	3	4	5	6	7			Dec. 24 – Jan. 4: Winter Recess
	10	11	12	13	14	15	74	Dec. 24: Classified Staff Holiday
	17	18	19	20	21			Dec. 25: Christmas Day Holiday
	24*	25*	26*	27*	28			Dec. 26: Admissions Day
	31*							Dec. 27: ½ Classified Staff Holiday
								Dec. 31: Classified Staff Holiday
JANUARY 2008		1*	2	3	4			Jan. 1: New Year's Day Holiday
	7	8	9	10	11			
	14	15	16	17	18	18	92	
	(21)*	22	23	24	25			Jan. 21: Martin Luther King, Jr. Day Holiday
	28	29	30	31				
FEBRUARY					1			
	4	5	6	7	8			Feb. 15: Lincoln's Day Holiday
	11	12	13	14	(15)*	19	111	Feb. 18: President's Day
	(18)*	19	20	21	22			
	25	26	27	28	29			
MARCH								
	3	4	5	6	7			
	10	11	12	13	14			
	17	18	19	20	21	16	127	March 24 – 28: Spring Recess
	24*	25	26	27	28			March 24: Classified Staff Holiday
	31							
APRIL		1	2	3	4			
	7	8	9	10	11			
	14	15	16	17	18	22	149	
	21	22	23	24	25			
	28	29	30					
MAY				1	2			
	5	6	7	8	9			
	12	13	14	15	16	21	170	
	19	20	21	22	23			
	(26)*	27	28	29	30			May 26: Memorial Day
JUNE								
	2	3	4	5	6	10	180 School Days	June 13: Last Student and Teaching Day
	9	10	11	12	13			
	16	17	18	19	20			

BOE Adopted 12/13/05

Aug 29: Staff Development Day

Aug 30: Staff Development Day

Aug 31: Teacher Work Day

Sept. 3: Labor Day Holiday

Sept. 4: First Day of School

Oct 29: Staff Development Day

Nov. 12: Veteran's Day

Nov. 21 – 23 Fall Recess

Nov. 22: Thanksgiving Day Holiday

Nov. 23 – Classified Staff Holiday

Dec. 24 – Jan. 4: Winter Recess

Dec. 24: Classified Staff Holiday

Dec. 25: Christmas Day Holiday

Dec. 26: Admissions Day

Dec. 27: ½ Classified Staff Holiday

Dec. 31: Classified Staff Holiday

Jan. 1: New Year's Day Holiday

Jan. 21: Martin Luther King, Jr. Day Holiday

Feb. 15: Lincoln's Day Holiday

Feb. 18: President's Day

March 24 – 28: Spring Recess

March 24: Classified Staff Holiday

May 26: Memorial Day

June 13: Last Student and Teaching Day

+ 2 Work Days

+ 3 Staff Dev. Days

185 Total Contract Days

K-12 teachers may schedule the second workday during the week prior to the opening or during the week after the closing of school.

LEGEND

○ = Legal

□ = Local

() = Staff Development

* = Classified Employee

● = Teacher Work Day



ALAMEDA UNIFIED SCHOOL DISTRICT
2008-2009 SCHOOL CALENDAR

**As of the printing of this document this appendix is pending
negotiation and ratification by both parties**

**Appendix E
ALAMEDA UNIFIED SCHOOL DISTRICT**

**PERSONAL PROPERTY REGISTRATION FORM
(Please Print or Type)**

INSTRUCTIONS: This form is to be used for registering items of personal property (other than a motor vehicle) for use in the performance of assigned duties. Only those items with a unit value of \$50 or more need be registered. The original of this form is to be retained at the work station office. A copy should be made and given to the employee whose property is registered.

Name of Employee _____ School _____

Property described below is to be used in the performance of assigned duties commencing on _____ 20____.

Personal Property	Educational Purpose	Value
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

The above mentioned items have been recorded with me, the principal, under the terms spelled out under the Contract. The parties realize that care needs to be taken to secure these items in the classroom when the teacher is not in the room.

Principal's Signature _____ **Date:** _____

Please complete the following when the above listed items are removed from use in the school/office:

Date removed from use: _____ 20 ____

(Employee Signature) *(Principal or Supervisor Signature)*



**State of California
Secretary of State**

DECLARATION OF DOMESTIC PARTNERSHIP

(Please read instructions on reverse side before completing form.)

We the undersigned, do declare that we meet the requirements of Family Code section 297, as follows:

- Both persons have a common residence.
- Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
- Both persons are not related by blood in a way that would prevent them from being married to each other in this state.
- Both persons are at least 18 years of age.
- Both persons are members of the same sex, **OR**
One or both of the persons of opposite sex are over the age of 62 and meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. section 1381 for aged individuals.
- Both persons are capable of consenting to the domestic partnership.
- Both persons consent to the jurisdiction of the Superior Courts of California for the purpose of a proceeding to obtain a judgment of dissolution or nullity of the domestic partnership or for legal separation of partners in the domestic partnership, or for any other proceeding related to the partners' rights and obligations, even if one or both partners ceases to be a resident of, or to maintain a domicile in, this state.

FILE NO: _____

This Space For Filing Use Only

The representations are true and correct, and contain no material omissions of fact to the best of our knowledge and belief.

Signature (Last) (First) (Middle)

Signature (Last) (First) (Middle)

Mailing Address City State Zip Code

E-Mail Address(es) (optional)

NOTARIZATION IS REQUIRED
State of California
County of _____

On _____, before me, _____ Notary Public, personally
appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary Public

[PLACE NOTARY PUBLIC SEAL HERE]

**ALAMEDA UNIFIED SCHOOL DISTRICT
Domestic Partner Affidavit**

Instructions: In order for a domestic partner to receive any benefit provided for in the contract between the Alameda Education Association and the Alameda Unified School District, the employee and his or her domestic partner shall complete, have notarized, and file with the District this Domestic Partner Affidavit. The Affidavit should be filed with the office of Chief Personnel Officer, Personnel Services. The employee should maintain a copy for his or her records.

Part 1 - To be completed by the Employee and Domestic Partner

This is to certify that I, _____ and my domestic partner, _____
(Print Employee Name/Social Security No.)

reside together at _____ and share the common necessities of life.
(Address)

We both certify that:

1. We are not married to someone else or a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity..
2. We are not related by blood in a way that would prevent us from being married to each other in this state.
3. We are both at least 18 years of age and are capable of consenting to the domestic partnership.
4. We are either (check one):

___Members of the same sex, or

___One or both of us meet the eligibility criteria under Title II of the Social Security Act as defined in 42 U.S.C. Section 402(a) for old-age insurance benefits or Title XVI of the Social Security Act as defined in 42 U.S.C. Section 1381 for aged individuals; and one or both of us are over the age of 62.

5. We agree to notify the Alameda Unified School District if there is a change in the circumstances attested to in this affidavit or if the domestic partnership is terminated.
6. We affirm under penalty of perjury that the assertions in this affidavit are true to the best of our knowledge.

Signature of Employee

Signature of Domestic Partner

Date _____

Part 2 - To be completed by the Employee

This is to certify that I agree that I am required to reimburse the District for any expenditures made by the District, for any administrative charges, and other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Signature of Employee

Date

FOR DISTRICT USE ONLY:

I certify that this Affidavit was filed with the Personnel Department on _____ by _____
(Date) (Name)

Signature of Personnel Administrator



**State of California
Secretary of State**

FILE NO: _____

NOTICE OF TERMINATION OF DOMESTIC PARTNERSHIP
(Family Code section 299)

Instructions:

1. Complete and send to:
Secretary of State
P.O. Box 942877
Sacramento, CA 94277-0001
(916) 653-3984
2. There is no fee for filing this Notice of Termination

(Office Use Only)

We, the undersigned, do declare that:

We are terminating our domestic partnership. We have read and understand the brochure prepared by the Secretary of State describing the requirements, nature, and effect of terminating a domestic partnership. We also declare that all of the conditions exist as specified in Section 299(a) of the Family Code.

Secretary of State File Number (if known): _____

Signature of Partner	Printed Name (Last)	(First)	(Middle)
Signature of Partner	Printed Name (Last)	(First)	(Middle)

NOTARIZATION IS REQUIRED
State of California
County of _____

On _____, before me, _____, personally
appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature of Notary Public

[PLACE NOTARY SEAL HERE]

RETURN TO (Enter the name and the address of the person to whom a copy of the filed document should be returned.)

NAME [_____]
ADDRESS _____
CITY/STATE/ZIP [_____]

ALAMEDA UNIFIED SCHOOL DISTRICT
CERTIFICATION OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____, affirm under penalty of perjury that my
(Print Employee Name/Social Security No.)

Domestic Partnership with _____ has been terminated.
(Print Partner's Name)

Signature

Date

NOTE: If your domestic partner (or dependents of the domestic partner) were enrolled for health and/or dental coverage, you must complete health/dental change of status forms to delete the ineligible dependent. Contact the Personnel Office for the necessary forms.

FOR DISTRICT USE ONLY:

Date Received: _____

Personnel Administrator Signature: _____

Restructuring

Waiver Request

TO: Contract Administration Committee

FROM:

SUBJECT: Waiver Request

- 1. Statement of the reform/restructuring proposals or a copy of the plan.
- 2. Rationale for the change.
- 3. Principal verification

1. Recommends the plan (yes) _____
 Signature of Principal

2. Contract waivers being sought.

3. Time period for contract waivers being sought.

4. School Site Council approves (yes) _____
 Signature of School site Council Chairperson

5. More than 67% of certificated FTE have approved through
 secret ballot (yes)

 Signature of Principal

 Signature of A.E.A. Site Representative

4. Contract Administration Committee approval signatures:

For the District

Date

For the Association

Date

Cal PERS Premium Rates				
Effective January 1, 2004				
Local 1				
CSEA				
AEA				
PLAN		Employee Only	Employee & 1 Dependent	Employee & 2+ Dependents
Blue Shield Access+HMO		370.26	592.68	770.49
Kaiser		370.26	564.63	734.02
PERS Choice		370.26	660.41	858.53
ACSA				
PLAN		Employee Only	Employee & 1 Dependent	Employee 2+ Dependents
Blue Shield Access+HMO		315.22	630.44	819.57
Kaiser		305.42	610.84	794.09
PERS Choice		349.41	698.82	908.47

STANDARD ONE:

ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING
1.1 Connecting students' prior knowledge, life experience, and interest with learning goals
1.2 Using a variety of instructional strategies and resources to respond to students' diverse needs
1.3 Facilitating learning experiences that promote autonomy, interaction, and choice
1.4 Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
1.5 Promoting self-directed, reflective learning for all students.

STANDARD TWO:

CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING
2.1 Creating a physical environment that engages all students
2.2 Establishing a climate that promotes fairness and respect
2.3 Promoting social development and group responsibility
2.4 Establishing and maintaining standards for student behavior
2.5 Planning and implementing classroom procedures and routines that support student learning
2.6 Using instructional time effectively

STANDARD THREE:

UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING
3.1 Demonstrating knowledge of subject matter content and student development
3.2 Organizing curriculum to support student understanding of subject matter
3.3 Interrelating ideas and information within and across subject matter areas
3.4 Developing student understanding through instructional strategies that are appropriate to the subject matter
3.5 Using materials, resources, and technologies to make subject matter accessible to students

STANDARD FOUR:

PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS
4.1 Drawing on and valuing students' backgrounds, interests, and developmental learning needs
4.2 Establishing and articulating goals for student learning
4.3 Developing and sequencing instructional activities and materials for student learning
4.4 Designing short-term and long-term plans to foster student learning
4.5 Modifying instructional plans to adjust for student needs

STANDARD FIVE:

ASSESSING STUDENT LEARNING
5.1 Establishing and communicating learning goals for all students
5.2 Collecting and using multiple sources of information to assess student learning
5.3 Involving and guiding all students in assessing their own learning
5.4 Using the results of assessments to guide instruction
5.5 Communicating with students, families, and other audiences about student progress

STANDARD SIX:

DEVELOPING AS A PROFESSIONAL EDUCATOR
6.1 Reflecting on teaching practice and planning professional development
6.2 Establishing professional goals and pursuing opportunities to grow professionally
6.3 Working with communities to improve professional practice
6.4 Working with families to improve professional practice
6.5 Working with colleagues to improve professional practice

ALAMEDA UNIFIED SCHOOL DISTRICT

ALAMEDA EDUCATION ASSOCIATION

EXTRA-DUTY ASSIGNMENT GUIDELINES
for
ALAMEDA AND ENCINAL HIGH SCHOOLS

Revised September, 1997

I. ASSIGNMENT PROCEDURES

All faculty members assigned to Alameda and Encinal High Schools shall supervise student activities. The amount of required extra-duty assignments shall consist of no more than four (4) events per school year. Supervision of extra-duty assignments on Saturdays, Sundays, legal or local holidays, as defined by the school calendar, shall be voluntary for the faculty members and not an administrative assignment.

II. CATEGORIES

A. Student Supervision - Faculty members have the option to select in advance those events they would prefer to supervise. Events lacking coverage will be assigned to faculty members with the fewest accumulated events. Events are defined as student activities that fall outside of the assigned work day and need supervision as determined by the administration.

B. Credit - Faculty members will be credited with one (1) event when that activity is completed. Time frame for a single event will average approximately 3.5 hours.

C. Clubs & Class Sponsors - Faculty members who sponsor clubs for the year will be given credit for two (2) events. Faculty members who are ~~Senior~~ Class sponsors will be given credit for four (4) events, while all other class sponsors will be given credit for two (2) events.

D. Meetings -

1. Faculty members assigned to serve on school site councils, PTSA or other parent support groups, will be credited for one (1) event for each meeting.
2. All members of the faculty shall attend Open House, Back To School night and the AHS/EHS Football Game (based on a minimum day). These events are not part of the extra-duty events requirements.
3. All faculty members are expected to attend department meetings. Attendance at these meetings is in addition to extra-duty meetings.

III. SELECTION, ASSIGNMENT, NOTIFICATION, AND DOCUMENTATION

A. Faculty members will have the right to select duties, when available, that they prefer. Sign-up sheets will be available for staff at the beginning of the school year and as events are placed on the school calendar.

B. Activities and events that do not have enough staff sign-ups will be assigned randomly by the administration to members of the faculty that have the least number of events served and/or the least number of events committed for the school year.

Revision: September, 1997

- C. A written notification of extra-duty assignments must be received by the faculty members one (1) week in advance of the assignment.
- D. The documentation of extra-duty events served will remain in the appropriate Vice Principal's office and will be made available upon request.
- E. Any questions concerning the assignment of or the crediting and accounting of extra-duty events will be addressed to the appropriate Vice Principal.

IV. COMMITTEE AGREEMENT

The Committee comprised of Coleman Feeney, Jr., Janis Larsen, and Mary Ellen Ellis - Encinal High School; Jean Nolan, James Cooper, and Betty Ruark - Alameda High School; and Donald Sherratt, Director of Personnel Services, agreed with the above on Monday, September 26, 1988, and this document was updated and agreed upon by Don Sherratt, Chief Personnel Officer and Linda Nelson, President of the Alameda Education Association on September 25, 1997.

Revision: September, 1997

Final Copy T.A.

MEMORANDUM OF UNDERSTANDING

Re: Kindergarten Classes

The "District" (Alameda Unified School District) and the "Association" (Alameda Education Association) agree to the following with regard to kindergarten classes in the District:

1. Establishment of Site Schedules

- a. The site schedule for each school site is required to meet legal mandates for full funding from the State and comply with applicable provisions of this Memorandum.
- b. Every kindergarten class shall average two hundred minutes (200) per day of student instruction over the course of the school year. Each site is free to establish its own schedule for kindergarten provided it meets the 200 minutes average per day and is consistent with the teaching hours requirements of the AEA contract and paragraphs 1.d. and 2. of this Memorandum.
- c. Each site is to submit their site kindergarten schedule to the Personnel Services Office no later than the first student day of the new school year.
- d. Each kindergarten teacher is required to provide two hundred and sixty (260) minutes of instruction per day excepting days where the sites provide a different schedule for teacher common planning activities and/or inservices.
- e. The kindergarten common planning days shall have a student dismissal no later than 2:00 p.m. The common planning day schedule will be developed and mutually agreed upon by the site principal and affected teachers. Each site's weekly kindergarten program schedule shall include an instructional schedule for this type of day. The schedule must comply with state guidelines for class size reduction funding, and the twenty-to-one student to teacher ratio must be maintained.

2. Instructional Methodologies for Kindergarten Classes

- a. The instructional methodologies to be utilized for kindergarten classes shall be as follows:
 1. If there are an even number of AM/PM kindergarten classes at a site, a "team teaching" approach shall be utilized. "Team teaching" is defined to mean two teachers sharing the same kindergarten classroom on an AM/PM schedule where one teacher supports the instruction of the other for up to 60 minutes of a regular school day at least 4 days per week.

2. If there is an odd number of kindergarten classes at a site, the "singleton" class ^{at a site} with only AM classes or without an AM/PM match may, with mutual consent between the affected teacher(s) and principal, either:

- (a) Develop a schedule with "differential starting times." "Differential starting times" shall mean a schedule devised at the site creating a program of small group instruction; or
- (b) Develop a schedule where all students begin class at the same time, and students requiring additional instruction receive such instruction during an extended class at the end of the day; or
- (c) Define and describe another program and schedule utilizing a criteria of 260 minutes of instruction, which must be signed by both the affected teacher(s) and the principal. A copy of the schedule and description of this program must be sent to both the Superintendent and the AEA president to ensure compliance with paragraph 1.a. of this Memorandum.

3. In the event that the affected teacher(s) and principal cannot reach a mutual agreement regarding a schedule for the "singleton" class, the schedule shall be the "differential starting times" schedule described in paragraph 2.a. above, until the co-mediators, the Superintendent and AEA president, resolve the dispute.

4. Each site, by mutual consent between the principal and the affected teachers, shall develop a break schedule for the kindergarten teachers throughout the day.

5. The extra "up to 60 minutes" of instruction for each teacher (which brings the total to 260 minutes) shall be instructional minutes only, with an emphasis on helping the total kindergarten program and not extra-duty time for non-instructional duties.

3. Transfer/Hiring of Kindergarten Teachers

a. All kindergarten teaching vacancies shall be announced at the site by the site administrator prior to District posting.

b. The process for kindergarten teachers will be as follows:

1. For non-team kindergarten positions (i.e., only AM or PM) all regular rules of hiring apply, including those stated in the transfer policy.
2. For a team kindergarten position, in lieu of the seniority transfer policy and in addition to the hiring process, the team member on staff will assist and recommend through the interview process a candidate to the site administrator. The site administrator shall make the final hiring decision.

4. Selection of Solo Kindergarten Assignments

- a. Once the kindergarten teachers are selected at each site and it is determined that a kindergarten teaching assignment exists which will not be shared, the kindergarten teacher with the greatest seniority at the site shall choose whether to accept this assignment.
- b. If the position is declined, then the opportunity shall be offered to the next most senior kindergarten teacher at that site, until the position is filled or is assigned to the least senior unit member at that site.
- c. In subsequent years, the assignment will be rotated by seniority unless otherwise agreed by the affected kindergarten teachers with notice to the principal at the site. A solo teacher that has previously taught a solo kindergarten assignment will not be eligible for this same assignment in the following year until the other kindergarten teachers at the site have declined the assignment.

5. Teaming Assignments

- a. Kindergarten teachers are encouraged to choose teaming partners. If teaming cannot be resolved by the affected teachers, teaming assignments will be made by the site administrator through consultation with the affected teachers.
- b. Teamed unit members shall determine who receives which assignment (AM or PM) by agreement. Should agreement not be reached, the unit member with the greatest seniority at that site shall have preference of assignment. Thereafter, assignment shall be rotated unless both team members agree not to rotate.

6. Storage

- a. The site administrators shall, in consultation with the kindergarten teachers at the site, make recommendations regarding additional storage needs created by kindergarten class size reduction.

- b. The District will make a reasonable effort to allocate funds for storage needs at each site, consistent with the financial constraints and funds available from the District for these needs.

7. Kindergarten Task Force

- a. The parties agree that a Kindergarten Task Force shall be convened by Educational Services by the end of September, 1997. The charge of the task force shall be to develop recommendations related to the improvement of the kindergarten program and the enhancement of a common curriculum.

Donald R. Smith
District

Linda Nelson
AEA

7/24/97
Date

7/24/97
Date

At-MOU.EEH

SIDE LETTER RE KINDERGARTEN PROGRAM

1. Kindergarten teachers shall be provided with modified days for parent-teacher conferences on the same basis as other elementary school teachers.
2. Each Kindergarten teacher, with the review and support of the principal, may develop a visitation schedule of at least one day during the first six weeks of the school year and a flexible, individual in-service plan to assist in implementing the extended day Kindergarten program. ~~The support of the principal shall not be unreasonably withheld.~~ The plan will be consistent with the teacher's other obligations and the requirements of the Contract. On the District in-service day prior to the start of school, Kindergarten teachers will have a training opportunity on the extended day program.
3. In the event that a particular school site is not ready for use five working days before the start of classes at that school, two members from each bargaining team shall meet within three days to discuss the appropriate resolution of the issue.
4. K/1 classrooms shall continue as long as children are assigned to K/1 classrooms on the basis of each student's specific needs. During the 2000-2001 school year, the District and the AEA agree to gather ABLES and other relevant data by June 1, 2001 and review the impact of the extended day Kindergarten program on K/1 classrooms as compared to 1st grade, with the option of capping grade levels in future years. This review will be complete within two weeks.
5. The District and sites will provide the necessary personnel for supervision of children during the teacher's duty-free lunch and lunch recess. This program for supervision will be in place by the first day of school.
6. Kindergarten teachers will be provided with a duty free lunch period in accordance with the terms of the AEA Contract.
7. Kindergarten teachers affected by the Extended Day Kindergarten program will be provided with compensation for packing and moving in accordance with the terms of the Contract.
8. In conjunction with increased supervision, each site shall develop an assignment plan for yard duty that shall provide Kindergarten teachers and other elementary school teachers with equitable duty assignments. (See section 8.05.02 of the Contract)

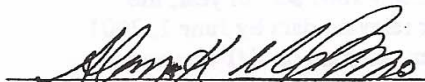
David Nied
G:\565\EDK\ExDay-K-MOU7.wpd

Page 1

02/05/1, 4:20 pm

EXHIBIT B

9. Each site shall have a policy by the first day of school for handling Kindergarten students who are not picked up at the end of the school day that is in accordance with the Contract (i.e., prep time)
10. The District will allow children to opt out of the extended day program on the basis of their developmental needs as determined by the teacher, the parents and the administration. To assist children, parents and teachers with the conversion to an extended day program, the program will begin no sooner than the eleventh student day.
11. The Kindergarten teachers and principal at each site shall determine classroom assignments. In the event they are unable to agree on the new assignments the principal shall make the final assignments. ~~Seniority shall prevail as to which room the Kindergarten teacher shall choose.~~
12. Each site shall develop a plan to ensure that all Kindergarten students, for reasons of safety and developmental needs, have access to appropriate bathroom facilities that are close to each Kindergarten classroom.
13. Kindergarten teachers may allow children to take rest periods if the teacher feels that a rest period is developmentally appropriate.


For the District

2/13/01
Date


For A.E.A.

2/13/2001
Date

10/20/06

SPECIAL EDUCATION SIDE LETTER

The District and Association agree to form a Special Education Advisory Council to be implemented by the beginning of the 2006-2007 school year. The Advisory Council shall have the following composition:

Teachers - 3 – to be selected by A.E.A.
The membership should have representation that covers:
Pre-Kindergarten through Adult School
The different program types, such as:
Moderate/Severe
Mild/Moderate
Itinerant

Administration – 3 – to be selected by the District and should have representation from:
The Director of Special Education
A District Psychologist/Program Specialist
A Principal

An invitation may be extended to CSEA in the future for positions on the council for CSEA paraprofessionals.

Other personnel may be included as needed as agreed upon by the council.

The Council members will agree upon the responsibilities and set their own agenda. They will be accountable to the AEA president, Chief Personnel Officer and the Assistant Superintendent of Education Services.

The Council will create a handbook that serves as the reference manual to teachers, paraprofessionals, program specialists and the District with regard to:

- The communication process among Special Education staff
- The Coordinated Compliance Review, roles and responsibilities
- The details of working conditions for teachers
 1. Caseload expectations for Special Education Class teachers, Resource Specialists and Full Inclusion Specialists based on the number of schools and variety of types of student;
 2. Support for new teachers.

Tentative Agreement – 6/7/06

- The details of job expectations for teachers and paraprofessionals. The details of these job descriptions will be explored by:
 1. Reviewing and recommending the updating of job descriptions for Resource Specialists, Special Day Class teachers, and Full Inclusion Specialists;
 2. Discussing job expectations for Program Specialists, Director and other related administrators;
 3. Combining of Full Inclusion and Resource Specialist's duties to maximize site time; and
 4. Clarifying SPED and Regular Education responsibilities in program delivery.

- The identification of the flow of decision-making for improvement and understanding of programs:
 1. Site changes for teachers
 2. Site program changes for students
 3. Placement of students
 4. Increases and decreases of levels of service
 5. Placement of paraprofessionals
 6. Describing training issues and possible expectations for teachers and paraprofessionals around SPED issues

If meetings are conducted outside of the workday or work year, the members will be compensated as prescribed in the current contract provisions. Meetings should, at a minimum, be quarterly, or more frequently by consensus of the members.

Agreed to by the respective parties on the following date and to be implemented for the 2006-2007 school year.

Brandon Kugel
District

Glenda McDowell
A.E.A.

October 20, 2006
Date

October 20, 2006
Date

Tentative Agreement – 6/7/06

Education Reform Collaborative Pilot Program – Side Letter

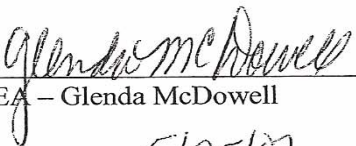
This Agreement is between the Alameda Education Association/CTA/NEA and the Alameda Unified School District. The parties hereby agree that upon ratification of this Agreement that the parties commit to create the Education Reform Collaborative Pilot to close the achievement gap.

The parties shall appoint a Joint Oversight Panel/Committee whose charge is to explore, construct and implement the framework for the Education Reform Collaborative Pilot. In addition said charge shall include, but shall not be limited, adequacy, equity, and efficacy.

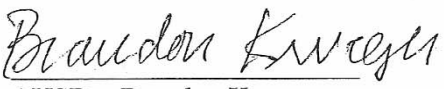
The Joint Oversight Panel/Committee shall consist of six members appointed by the Alameda Education Association/CTA/NEA and six members of the Alameda Unified School District. The Joint Oversight Panel/Committee shall select a mutually agreed upon person to serve as a facilitator.

Alameda Education Association/CTA/NEA and the Alameda Unified School District shall meet no later than April 1, 2009 to access and evaluate the Education Reform Collaborative Pilot.

This pilot shall “sunset” on June 30, 2009.



AEA – Glenda McDowell
5/25/07



AUSD – Brandon Krueger
5/25/07

Memorandum of Understanding
Between AUSD and AEA
July 6, 2007

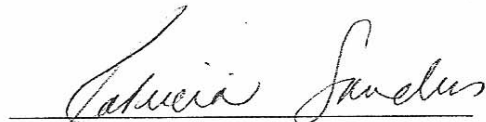
AUSD and AEA agree to the following additions (*in italics*) to Article 5: Leaves of the AEA-AUSD Collective Bargaining Agreement. The parties agree to this addition to clarify the conditions under which catastrophic sick leave has been and will be granted.

5.03.15 Catastrophic Sick Leave Bank

- a. The District shall establish a Catastrophic Leave Bank for all employees beginning January 1, 1998. The purpose of the Catastrophic Sick Leave Bank is to provide those employees with severe, incapacitating, *life-threatening* illnesses or injuries with additional leave support in a manner that is fair and equitable for all members. The Catastrophic Sick Leave Bank is the only means by which donated sick leave days may be claimed by a member.
- b. Every unit member who wishes to be eligible for this "bank" must contribute one sick leave day to the "bank" for that current year. If the unit member does not contribute when eligible (within 90 days of eligibility as a probationary/permanent teacher) the unit member forfeits the ability to use this bank. This eligibility rule is in effect each time the bank requests new contributions. Any time the bank falls below sixty (60) days a new solicitation shall be done.
- c. A maximum of sixty (60) days may be given a member for catastrophic leave. All catastrophic leaves must be preceded by a letter defining the catastrophic nature of the request. An employee applying for catastrophic leave shall have suffered severe, incapacitating, *life-threatening* illness or injury, as certified by the attending physician or doctor, which requires the regular and continual care of a physician or doctor, and which prevents the employee from performing the substantial duties of his/her assignment. The Chief Personnel Officer, Personnel services and the AEA President shall act upon the request. The granting of catastrophic leave shall be contingent upon mutual agreement of the District and AEA and this decision shall not be grievable.

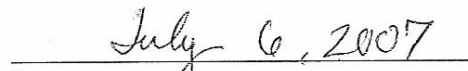


Brandon Kruger, for AUSD



Patricia Sanders, for AEA


Date


Date