


TENTATIVE AGREEMENT

ARTICLE 1 - TERMS OF CONTRACT

- A. This agreement shall remain in full force and effect from July 1, 2013 ~~2016~~ up to and including June 30, 2016 ~~2019~~ and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing, no later than 5:00 p.m. on the first Friday in March in the year of termination, of their request to modify, amend or terminate this agreement.
- B. *All tentative agreements including, but not limited to, all Memorandums of Understandings (MOUs) and side letters shall be added to the current contract under "Exhibits".*
- BC. It is understood that the specific provisions contained in this Agreement shall replace previous contracts and all tentative agreements including, but not limited to, all Memorandums of Understandings (MOUs) and side letters.
- D. *In the event of an inadvertent omission or commission by the scribe of this contract, the original signed agreement shall prevail.*

For Apple Valley Unified School District:

 2/2/17
Trenae Nelson
Assistant Superintendent, Human Resources

For Apple Valley Unified Teachers' Association:

 2/2/17
Mike Castellano
Chief Negotiator, AVUTA

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ARTICLE 2 - RECOGNITION

A. Inclusions

The Apple Valley Unified School District (District) recognizes the Apple Valley Unified Teachers' Association/CTA/NEA (Association) as the exclusive representative for all regular, full-time and part-time contract certificated classroom teachers, resource teachers, counselors, librarians, speech therapists, ~~nurses~~, preschool teachers, preschool associate teachers, summer school, temporary and independent study/home-based school teachers hired by the District under Education Code who work with students more than a trimester. A trimester is defined as a full continuous twelve (12) weeks.

B. Exclusions

Management, supervisory and confidential employees, including but not limited to, superintendent, child welfare and attendance coordinator, classified employees, psychologists, casual employees, substitute employees, Regional Occupational Program (R.O.P.) instructors, other temporary teachers not designated above, and consultants.

For Apple Valley Unified School District:

For Apple Valley Unified Teachers' Association:

Handwritten signature of Trena Nelson, dated 2/2/17.

Trena Nelson
Assistant Superintendent, Human Resources


Handwritten signature of Mike Castellano, dated 2/2/17.

Mike Castellano
Chief Negotiator, AVUTA

TENTATIVE AGREEMENT

ARTICLE 3 - NEGOTIATIONS PROCEDURES

- A. The Association and the District shall use a non-adversarial process. The chief negotiators for the District and AVUTA will create mutually acknowledged joint communiqués to the staff regarding general issues under discussion.
- B. The Association and the District shall select five (5) members for their respective teams and shall cooperate in the provision of needed training for all team members. *An additional member may be invited as needed by either team to provide additional expertise with prior notice to the chief negotiators. Negotiations may proceed with a quorum of three or more members on each team in the event of absences.*
- C. Prior to September 15th of each school year the chief negotiators for the District and AVUTA will communicate to establish the dates, time, location, and/or plan for the year's negotiations.
- D. The Association and the District shall provide proposals to the Board of Trustees in accordance with the California State "sunshine" laws, no later than the first Friday in March in the year of termination of this agreement. The negotiating teams shall meet in good faith no later than April 10th in the year of termination of this agreement.
- E. During each year of the term of the current contract, each party may re-open any two articles on or before February 1st.

 2/2/17
Trenae Nelson
Assistant Superintendent, Human Resources

 2/2/17
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TENTATIVE AGREEMENT

ARTICLE 4 - UNIT MEMBER RIGHTS

A. Non-Discrimination

Neither the Association nor the District shall unlawfully discriminate against any unit member with respect to the application of the specific provisions in this Agreement, including but not limited to, the basis of age, sex, national origin, physical handicap, political affiliation, domicile, marital status, race, color, creed, religion, membership in an employee organization or participation in the activities of an employee organization.

B. Complaints Against Unit Members

1. The Superintendent or designee shall investigate all complaints. *If, through the investigative process, the District determines that the allegations are substantiated, the unit member shall be notified of the findings and given ten (10) working days to submit a written statement to be attached to the findings before it is placed in the unit member's personnel file.* ~~Written complaints are dealt within paragraphs below. Those complaints not submitted in writing, shall be investigated in order to determine their merits. Teachers shall be notified in writing within ten (10) working days of receipt of complaint if the complaint against them has merit.~~
- ~~2. If, through the investigative process, the District determines that the complaint was warranted, the unit member shall be notified and given ten (10) working days to submit a written statement on or attached to, the complaint form before it is placed in the unit member's personnel file.~~
2. If, through the investigative process, the District determines that the complaint was unsubstantiated, the unit member shall be notified in writing ~~on the complaint form~~ that the complaint was ~~without merit~~ *unsubstantiated*. Unsubstantiated complaints will not be included in the unit member's official personnel file.

C. Unit members who develop materials on their own non-compensated off-duty time shall retain all rights to those materials.

D. By mutual consent of the District and unit member, the District may audio/video tape unit members in their classrooms, but such tapes shall not be used for evaluation purposes.

E. Student Discipline

Each school site shall provide its unit members with a written description of the rights, responsibilities and duties of unit members with respect to student discipline, including but not limited to, policies regarding the state law prohibiting corporal punishment, child abuse, harassment, expected student performance and the right to suspend students pursuant to Education Code provisions and Board Policy.


F. Assault or Theft

1. Unit members shall promptly report cases of assault and/or battery suffered by them in connection with their employment to their immediate supervisor. The unit member and supervisor have a legal obligation to notify law enforcement authorities.
2. Absence or disability resulting from injuries within this section shall be treated as industrial accidents. Unit members shall suffer no loss of wages or benefits.
3. Damage or theft of a unit member's personal property used for instruction shall be covered by the District insurance, if the unit member has received prior approval for its use from their site administrator.

ARTICLE 4 - UNIT MEMBER RIGHTS (Cont.)

G. Conversion of Temporary Teachers to Probationary Status

1. A temporary teacher shall not be converted to probationary status while in a teaching assignment for a certificated employee on an approved leave of absence.
2. A temporary teacher who serves during one (1) school year for at least 75% of the number of days of the regular school year and performs the duties normally required of a certificated employee, shall be deemed to have served a complete school year as a probationary employee for the following school year.
3. Article 4, Section G does not apply to Preschool Teachers and Preschool Associate Teachers.
4. Article 4, Section G does not apply to District's Junior Reserve Officer Training Corps (Jr.ROTC) Instructors.

 2/2/17
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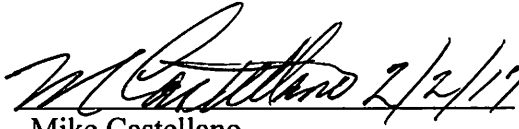
ARTICLE 6 – SENIORITY

- A. Fundamental seniority shall be determined according to the first day of work performed in probationary status. This fundamental seniority shall remain in effect during their employment.
- B. Ranking of those with the same seniority date, in the event of a layoff, shall be determined by documentation provided to the Human Resources Office by February 1st.
- C. Criteria for Resolving Ties in Seniority in the Event of Certificated Layoffs/Involuntary Transfers
1. Whereas Education Code, related to certificated layoffs, provides, in relevant part, that “between employees who first rendered paid service to the district on the same date, the governing board shall determine the order of termination solely on the basis of needs of the district and the students thereof.”
 2. Based upon the needs of the District and the students thereof, all of the following criteria shall be applied to resolve ties in seniority between certificated employees. Each of the following criteria shall be worth one point:
 - a. Fully credentialed as a speech therapist
 - b. BCLAD
 - c. ~~CLAD, SDAIE, SB395 (excludes emergency authorizations)~~
 - d. ~~Fully credentialed as school nurse~~
 - e. ~~Fully credentialed mild/moderate or moderate/severe~~
 - f. ~~Transitional kindergarten authorization per SB 876~~
 - g. ~~Library certification~~
 - h. Credentialed teaching experience in the District (prior to seniority date)
 - i. Credentialed teaching experience outside the District
 - j. Additional credentials or additional authorizations listed on credential (including National Board Certification)
 - k. Possession of a Masters Degree
 - l. Possession of a Doctorate Degree
 3. In the event of a tie, after all above criteria have been implemented, the tie shall be broken by lot. The lottery shall be conducted in the presence of at least two (2) Association representatives.
 4. The above referenced criteria (Section C.2) do not apply to the re-hire rights of unit members affected by layoffs prior to June 30, 2010.
- D. Preschool Teacher and Preschool Associate Teacher and Jr. ROTC Instructor Seniority
1. For those bargaining unit members for whom it applies, seniority shall be determined according to the first day of paid service as a Preschool Teacher or Preschool Associate Teacher in the San Bernardino County Superintendent of Schools (hereinafter “County Schools”) Preschool Program.
 2. Preschool Teachers or Preschool Associate Teachers who were not employed by the County Schools Program contiguously before accepting employment with the District shall have their seniority determined according to their first day of paid service in the District.
 3. For those with the same day of employment, there shall be a lottery, if necessary, to determine their respective seniority ranking.
 4. Seniority for Preschool Teachers and Preschool Associate Teachers shall be applied only to the District’s Preschool Program.
 5. Seniority for District Junior Reserve Officer Training Corps (Jr. ROTC) Instructors shall be applied

only to the Junior ROTC Program.

- E. The District shall maintain a seniority list. The seniority list shall be available in the Human Resources Office during regular working hours.


Trenae Nelson
Assistant Superintendent, Human Resources


Mike Castellano
Chief Negotiator, AVUTA

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ARTICLE 9 - GRIEVANCES

A. Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may arise affecting the welfare or working conditions of unit members.

B. Definitions

1. A “grievance” is an allegation by a grievant that there has been a violation, misapplication or misinterpretation of the provisions of this agreement.
2. A “grievant” is any unit member, group of unit members, or the Association.
3. A “respondent” is the party named by the grievant as being responsible for the alleged violation or dispute.
4. An “immediate administrator” is the District designated management employee who has immediate jurisdiction over the grievant, or who has been designated to adjust grievances.
5. A “day” for the purpose of filing or processing grievances is a day in which the central administrative office is open for business, except Saturdays, Sundays, unit member holidays and non-work days within the contract year, unless otherwise agreed to by both parties.

C. General Provisions

1. A unit member grievant may request an Association representative be present at all levels provided herein, or may process the grievance individually through Level IV.
2. Prior to the final resolution of a grievance, the Association President shall receive a copy of the grievance; a copy of the proposed resolution of the grievance; and shall have been given the opportunity to file a response.
3. Grievances of a similar nature may be consolidated.
4. Time Limits
 - a. The time limits specified at each level shall be considered maximums and every effort shall be made by both parties to meet the limits, which may be extended by mutual agreement.
 - b. In the event a grievance is filed at such time that it cannot be processed through all steps in this procedure by the end of the school year, the time limits shall be reduced upon mutual consent of the grievant and the respondent to allow for resolution by the end of the grievant’s service year.
 - c. All parties to the grievance shall have access to documents which relate to the grievance.
5. Security
 - a. The grievance forms dealing with the processing of grievances shall be filed separately from the unit member personnel file of each participant.
 - b. Both parties agree that the processing of a grievance shall be kept confidential.

D. Level I: Informal - Respondent

1. Within fifteen (15) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant shall attempt to establish a resolution by an informal conference with the respondent.

2. If the grievant is not satisfied with the response at Level I, the grievance may move to Level II.

ARTICLE 9 - GRIEVANCES (cont.)

E. Level II: Formal - Appropriate Administrator

1. Within thirty (30) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance, the grievant must present the grievance in writing to the respondent and/or the appropriate administrator, on the appropriate form. The appropriate form, entitled *AVUSD Grievance Form (Appendix "A")* shall be provided to the grievant by the site administrator, Human Resources Office or an Association representative.
2. This statement shall include the circumstances involved, the specific section of this Agreement alleged to have been violated and the specific remedy sought.
3. The appropriate administrator shall communicate the decision to the unit member in writing within ten (10) work days after receiving the written grievance.
4. If the grievant is not satisfied with the resolution or the appropriate administrator does not respond within the ten (10) work day time limit, the grievant may appeal to Level III. Within these time limits either party may request a conference, which shall be granted.

F. Level III: Formal - Grievance Resolution Committee (GRC)


1. If the grievant is not satisfied with the decision at Level II, the grievant may appeal the decision on the appropriate form to the Grievance Resolution Committee (GRC) within forty-five (45) work days of the occurrence of the act or from the time the grievant could reasonably be expected to know of the occurrence giving rise to the grievance.
2. This statement shall include a copy of the original grievance, the decisions rendered previously and a statement of the reason for the appeal. *This document shall be reviewed by the AVUTA Grievance Committee before the grievant submits it to the GRC.*
3. The GRC shall communicate in writing within ten (10) work days of ~~receiving~~ *the receipt of* the appeal *and shall schedule the GRC within thirty (30) work days of receipt. The GRC's written decision shall be given within forty-five (45) work days of receipt.* Either party may request a conference within the time limit which shall be granted. The decision of the GRC shall be advisory to the Board of Trustees.
4. The GRC shall use a consensus decision-making process.
5. The composition of the Grievance Resolution Committee shall be:
 - a. The Superintendent or designee;
 - b. a site administrator, not from the grievant's work site, selected by the Superintendent;
 - c. a certificated member of the Human Resources Office;
 - d. the AVUTA President or designee; and
 - e. two (2) appointees from AVUTA who are not from the grievant's work site.
6. The GRC, under the rules set forth above, shall be advisory to the Board of Trustees for the period of the contract.

G. Level IV: Formal - Board of Trustees

In the event that either party is not satisfied with the GRC's decision, that party may appeal the

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decision in writing within ten (10) work days to the Board of Trustees. The Board shall respond within *sixty (60) days, excluding summer break.* ~~thirty (30) work days.~~ The Board's decision is final.

 2/2/17
Trenae Nelson
Assistant Superintendent, Human Resources

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Mike Castellano
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ARTICLE 10 - TRANSFERS

A. The purpose of this Article is to ensure fair treatment of unit members in all transfers and appointments to vacancies.

B. "Transfer" shall be defined as movement of a unit member from school to school.

C. Vacancies

1. A "vacancy" is any vacated, promotional or newly created position, including the opening of new sites.
2. Notice of all District vacancies shall be posted in each faculty lounge and the Human Resources Office as they occur. Copies of such vacancies shall also be sent to the Association President. Such notices shall include available specific information relating to the vacant position, the nature of any special considerations which may affect the performance of the unit member, and shall include a closing date for the applications.
3. The District shall post and maintain the telephone number of a year-round job information telephone line with an up-to-date listing of District vacancies.
4. No permanent assignment to fill vacancies shall be made before the posted closing date.
5. Upon request, the District shall notify a unit member of the reasons the unit member was not selected for a vacancy.
6. School Closure
 - a. If a particular school is to be closed, unit members at that school shall have the right to be placed at other school sites if they hold the proper credential. Placement shall be in new or vacant positions first, and if none exist, placement shall then be made by displacing the least senior member at another District school site.
 - b. "School Closure" shall be defined as:

A school which will no longer be utilized for the instruction of students currently enrolled at that site.

D. Voluntary Transfers

1. Unit members may submit a "Request for Transfer" form to the District Human Resources Office for any posted vacancy for which they are qualified.
2. Unit members requesting transfer shall be interviewed and be given consideration for vacancies.
3. Whenever possible, key teacher(s) should be involved in the transfer interviewing process.

E. Involuntary Transfers

1. No involuntary transfers shall be made unless they are necessary to meet changes in enrollment, curriculum, program, best legitimate interests, or changes in credential standards as determined by the California Commission on Teacher Credentialing.
2. The District shall seek volunteers prior to making any involuntary transfer(s). If volunteers are not available, unit members with the appropriate credential, teaching experience in the subject and the least District seniority shall be transferred first.

ARTICLE 10 - TRANSFERS (cont.)

E. Involuntary Transfers (cont.)

3. A unit member who has been involuntarily transferred may request a conference with the appropriate administrator regarding the involuntary transfer, which shall take place within seven (7) work days of the notice of involuntary transfer. The unit member may request an Association Representative to attend the conference.
4. Unit members who are involuntarily transferred under this Article may apply for a voluntary transfer to any vacant position other than the position being vacated.
5. Unit members who are involuntarily transferred during the school year shall be given two (2) school days of released time for classroom preparation prior to the effective date of the transfer.
6. The District shall provide assistance in moving materials of unit members who are involuntarily transferred.

F. Administrative Transfer – the best interests of the employee and the District may, in specific circumstances, be an administrative transfer

- 1. Transfer of an Association member may be initiated by the district whenever such transfer is in the best interest of all parties concerned.*
- 2. To evaluate the employee in a different school or location, as an alternative to disciplinary action, the member may be Administratively transferred.*
- 3. In the event the employee opposes the administrative transfer, the employee may appeal to the Administrative Transfer Committee (ATC) for a recommendation. The employee shall not be a member of the ATC.*
- 4. The composition of the Administrative Transfer Committee shall be:*
 - a. The Superintendent or designee;*
 - b. The site principal from the employee's current work site;*
 - c. A certificated administrator selected by the Human Resources Office;*
 - d. The AVUTA President or designee; and*
 - e. Two (2) AVUTA appointees, at least one (1) from the employee's work site.*
- 5. The ATC shall make a recommendation to the Board of Trustees.*

GF. Preschool Teacher and Preschool Associate Teacher Transfers

Preschool Teachers and Preschool Associate Teachers shall have transfer rights as provided for in this Article, but limited to within the Preschool Program only.

 2/2/17

Trenae Nelson
Assistant Superintendent, Human Resources

 2/2/17

Mike Castellano
Chief Negotiator, AVUTA

ARTICLE 13 - HOURS AND ADJUNCT DUTIES

A. Duty Day

1. The duty day for Preschool Teachers and Preschool Associate Teachers shall be eight (8) hours. The duty day for all other unit members shall be seven (7) hours and eleven (11) minutes. Each unit member shall receive a minimum of thirty (30) minutes duty-free lunch period within the duty day.
2. Specific assignments for unit members during the duty day shall be made by the site administrator or the unit member's supervisor.
3. Since preparation period duties are limited to calculating grades, writing lesson plans, contacting parents, counseling students or collaborating with peers and/or preparing rooms, unit members who agree with administrative requests to substitute during preparation periods will be compensated at the rate of \$35.00 per period.
4. If a qualified substitute is not available to cover the class of an absent teacher, the students may be assigned to other classrooms, at the discretion of the site administrator, for the period of the absence or until a qualified substitute becomes available. Each participating teacher shall be paid an equal proportion of the *certificated hourly rate of \$35 per hour, rounded to the nearest half or whole hour* ~~\$180.00 per full day cost based upon a half day (\$90.00) or full day (\$180.00) rate.~~

B. Student Early Release Days

All schools K-12 shall have one (1) early release day for students, each week ***excluding the first and last week of school, and excluding the weeks containing minimum days*** during the school year. These days will be utilized for the following:

1. One Student Early Release Day per month plus one additional day shall be assigned for individual teacher professional duties including but not limited to student ILP's, progress reports, report card preparation and parent / teacher communications. The scheduled dates for each segment (K-8 and 9-12) shall be determined by a committee made up of three (3) members chosen by AVUTA and three (3) District administrators.
2. The remaining Student Early Release Days shall be used for professional development as determined by District and / or site.
3. Student Minimum Days to facilitate parent conferences in the K-8 program and final exams in the 9-12 program shall be scheduled as follows:
 - a. Four (4) parent conference student minimum days will be scheduled in the elementary program near the end of the first trimester grading period.
 - b. Five (5) final exam student minimum days will be scheduled in grades 9-12.

C. Duty Year

1. Unit members shall have a duty year of 184 days.
2. Unit members shall have the equivalent of two (2) or more full days during the duty year for classroom preparation. This shall include one (1) full day prior to the beginning of the school year.

ARTICLE 13 - HOURS AND ADJUNCT DUTIES (cont.):

C. Duty Year (cont.):

3. Unit members shall have the equivalent of up to two (2) full days during the duty year for meetings and services directed by the site administrator.
4. Items #2 and #3 of this section shall not preclude duties as outlined in Article 13, Section D - Adjunct Duties.
5. A unit member's per diem rate of pay for extended contract assignments shall be calculated on a 180 day duty year.

D. Adjunct Duties

1. Unit members may be ~~requested to provide services for up to thirty six (36) additional hours beyond the established duty days~~ *required to participate in the following segment specific activities:*

*Elementary
Back to School Night
One (1) Family event*


*High School
Back to School Night
Graduation*

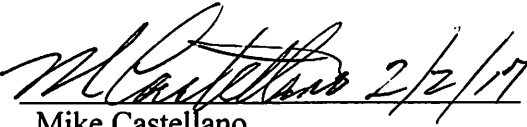
2. ~~The thirty six (36) additional hours of service will be at administrative direction beyond the established duty day, and these hours are not related to volunteer assignments, requests for services/meetings by non-administrators, or at the direction of the Association, but may include:~~
 - ~~a. Administrative directed staff/department/grade group meetings~~
 - ~~b. Administrative directed open house/back to school/grade card night activities~~
2. *Unit members may be required to participate in up to five (5) calendared staff meetings per school year. The dates and times for these meetings shall be provided to staff prior to the first student day. Any change in meeting date or time will be provided to employees seven (7) work days prior to the new meeting date and time. Administration shall excuse an employee from attending a rescheduled meeting if the employee can demonstrate a compelling reason, such as a scheduled appointment. Any staff member excused by administration shall be responsible for obtaining information disseminated. Staff meetings will be at administrative direction and shall not exceed sixty minutes in duration beyond or prior to the duty day.*
3. *Unit members may be requested to attend additional staff meetings. These meetings are voluntary in nature and shall not be compensated. These meetings may be initiated by staff members or administration to address site specific topics.*
4. *Administration may request additional adjunct duties pursuant to Article 20, Section G, Schedule "F".*

E. Activities

The Association and management concur that it is an essential requirement to the profession of education and to the benefit/safety of students that activities beyond the duty day are necessary even when said activities are not eligible for pay or other consideration.

ARTICLE 13 - HOURS AND ADJUNCT DUTIES (cont.):


Trenae Nelson
Assistant Superintendent, Human Resources


Mike Castellano
Chief Negotiator, AVUTA

TENTATIVE AGREEMENT

ARTICLE 15 - LEAVES

A. Illness Leave

1. Full-time unit members shall be entitled to eleven (11) days leave with full pay for each school year for purposes of personal illness, injury or quarantine. Unit members who work less than full-time shall be entitled to pro-rated leave, which shall be the same length as the unit member's work day.
2. Each unit member shall be notified of accumulated leave by no later than December 1st of each school year. The District shall inform unit members, upon employment, of their right to transfer illness leave accumulated in other California districts. Every effort shall be made to provide pay warrants showing accumulated sick leave.
3. After all earned leave as set forth in Paragraph #1 above is exhausted, additional non-accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be the amount actually paid a substitute employee employed to fill the position during the leave or, if no substitute is employed, the amount which would have been paid to a substitute. The five (5) month period shall begin after all accumulated sick leave has been used.
4. Whenever possible, a unit member must first contact the Automated Substitute Calling System or the immediate supervisor as soon as the need to be absent is known. This shall be at least two (2) hours prior to the start of the unit member's work day to permit the employer time to secure a substitute. Failure to provide adequate notice except in emergency situations may be grounds for denial of a leave with pay.
5. If unable to return to duty on the subsequent work day, a unit member shall attempt to notify the immediate supervisor ninety (90) minutes prior to the end of that unit member's work day.
6. If an illness occurs during the school day, the illness leave deducted will be for the part of the school day to the nearest hour the unit member was absent.
7. In the event of more than five (5) consecutive days of absence due to illness during the school year, the District may require a statement of a physician certifying the illness. The District may immediately require a statement of a physician certifying an illness if the District has evidence to support a pattern of abuse of illness leave.
8. Unit members may donate/contribute a maximum of 5% of their total sick leave days to other distressed/needy members in one contract year. Contributed days must be accrued through service to Apple Valley Unified School District.

B. Personal Necessity Leave

1. Personal Necessity Leave is limited to a maximum of seven (7) days of illness leave (combined total of any Personal Necessity Leave use), each school year.
2. Personal Necessity Leave shall not be used for the following purposes:
 - a. Political activities or demonstrations;
 - b. vacation, recreation or social activities; or
 - c. extension of a school holiday, recess or vacation.
3. Personal Necessity Leave taken prior to, or following a school holiday, recess or vacation shall require advance permission from the site administrator. The reason for the Personal Necessity Leave shall be documented on the unit member's Leave Request form.

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ARTICLE 15 – LEAVES (Cont.)

4. A unit member may claim Personal Necessity Leave for the following:

- a. Death of a member of the immediate family, in addition to the Bereavement Leave.
- b. As a victim of: domestic violence; sexual assault; and/or stalking
- c. Accident involving the unit member or unit member's property or the person or property of a family* member of such nature as to require the presence of the unit member during the work day.
- d. Serious or critical illness of a member of the family* member.
- e. Appointment with a doctor or dentist for the unit member or family* member.
- f. Inability to reach the work site because of natural disasters or other circumstances clearly beyond the control of the unit member. This is limited to four (4) work days.
- g. Observance of major religious holidays of the unit member's faith.
- h. An appropriate or compelling reason requested and approved in advance by the Assistant Superintendent, Human Resources or Superintendent's designee.

Unit members shall not claim Personal Necessity Leave under Section B.4.g. unless an explanation of Personal Necessity Leave has been provided by the unit member and approved in advance by the Assistant Superintendent, Human Resources or Superintendent's designee.

- h. Urgent personal affairs which cannot be taken care of outside school hours. This is limited to four (4) days.

*NOTE: *Per AB1522 the Healthy Workplaces, Healthy Families Act of 2014 the definition of "family member: for c, d, and e above to include: a child (biological, adoptive, foster, step), legal guardian, or person who stands in loco parentis, regardless of age or dependency*

5. To the degree possible, Personal Necessity Leave shall be requested on the appropriate form in advance from the immediate supervisor.
6. The unit member shall not be required to secure advance permission for Personal Necessity Leave taken for the following:
 - a. Death of a member of the immediate family.
 - b. Accident involving the unit member or unit member's property or the person or property of the immediate family of such nature as to require the presence of the unit member during the work day.
 - c. Serious or critical illness of a member of the immediate family.
 - d. Urgent personal affairs which cannot be taken care of outside school hours [limited to four (4) days per school year].

C. Sabbatical Leave

1. A Sabbatical Leave is a leave which may be granted by the Board of Trustees to a permanent unit member for the reasons provided by Education Code.
2. The District may grant such leave to no more than two (2) percent of the total number of unit members employed. Sabbatical Leave that is granted must be taken in semester or trimester increments not to exceed two (2) full semesters or trimesters.

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ARTICLE 15 – LEAVES (Cont.)

3. A unit member who has completed seven (7) consecutive years of certificated service in the District may apply for Sabbatical Leave. An individual may be granted only one (1) such leave in each seven (7) year period. Applications for Sabbatical Leave must be filed not later than November 1st of the year preceding the school year in which a Sabbatical Leave is intended. Applications will be evaluated by the Superintendent and approved by the Board of Trustees. Notification of their decision shall be given to the unit member not less than one (1) semester or trimester prior to the date that the leave is intended.
4. A unit member on Sabbatical Leave shall receive fifty (50) percent of the salary the unit member would have received on regular, full-time duty in the District. During the term of the Sabbatical Leave, all benefits shall remain the same as other unit members. Unit members who take Sabbatical Leave of less than one (1) year, shall have their salary pro-rated.
5. Any unit member who is granted Sabbatical Leave shall file a bond with the District, which shall enable the District to reclaim any remuneration granted the unit member while on leave in the event that the unit member does not remain with the District for a period at least twice the period of the leave. The bond shall be exonerated in the event that the failure of the unit member to return and render the agreed upon period of service is caused by the death, physical or mental disability of the unit member.
6. The unit member, while on Sabbatical Leave, shall receive salary warrants in the same manner as other unit members.
7. The unit member shall be re-instated in the position held at the time of the granting of the Sabbatical Leave unless the unit member otherwise agrees.
8. A unit member returning from Sabbatical Leave shall receive the same progressive advancement on the salary schedule as the unit member would have received had the unit member remained in active service.
9. A period of Sabbatical Leave does not affect retirement status, providing the unit member's full-time retirement contributions are made for the period of the leave. The District and unit member must pay retirement the same as other unit members.
10. The District shall inform unit members at the time the Sabbatical Leave is granted of their right to pay for full-time service credit for retirement benefits.
11. Each applicant who has been granted a Sabbatical Leave shall file a report with the Superintendent within one (1) semester or trimester of return to duty. Applicants shall not be considered to have completed the requirements for this Sabbatical Leave until their report has been submitted to the Superintendent.
12. A "trimester" shall be defined as twelve (12) consecutive weeks.

D. Pregnancy Disability Leave

1. Unit members are entitled to use paid leave as provided in Section "A" herein for disabilities caused or contributed to by the unit member's pregnancy, miscarriage, childbirth and recovery therefrom on the same terms and conditions governing leaves of absence from other conditions of medical disability. The length of the Pregnancy Disability Leave, including the dates when the leave shall commence and duty be resumed, shall be determined by the unit member and her physician.

TENTATIVE AGREEMENT

ARTICLE 15 – LEAVES (Cont.)

2. Every effort shall be made to return the unit member to the position and site held prior to the Pregnancy Disability Leave.

E. ~~Childbirth/Childrearing Leave~~ *Maternity/Paternity Leave OR Child Bonding Leave*

1. ~~The District may provide a unit member leave without pay in accordance with CA AB375 to care for children born to, or adopted by the unit member, or for children who the unit member or spouse becomes legally responsible. Effective July 1, 2016, the District shall provide a unit member leave pursuant to AB375/AB2393 to care for a child born to, adopted by the unit member, or for any child whom the unit member or spouse becomes legally responsible. This leave provides for 12 school weeks of leave for this purpose and shall run concurrent with the parental leave currently granted under the California Family Rights Act (CFRA). The employee shall have the option of utilizing their accumulated sick leave during this leave. If the employee does not have adequate accumulated sick leave, the employee shall be paid his/her salary minus the sum that is actually paid or would have been paid to a substitute employee.~~
2. ~~Request for Childbirth/Childrearing Leave, including the dates the leave is to begin and end, shall be made in writing to the Superintendent not less than thirty (30) days before the leave is to begin, or in emergency situations, as soon as possible.~~ *Request for Maternity/Paternity OR Child Bonding Leave, including the dates the leave is to begin, is to end, and whether the employee is opting to utilize the paid leave provision of the law, shall be made in writing to the Superintendent or his/her designee, not less than 30 days before the leave is to begin, or in emergency situations, as soon as possible.*
3. ~~The duration of such Childbirth/Childrearing Leave shall consist of not more than twelve (12) consecutive months and shall be automatically terminated on June 30th in the same year in which such leave is granted unless an emergency situation is approved.~~
3. There shall be no reduction or gain of employment status during the ~~Childbirth/Childrearing Leave~~ *Maternity/Paternity OR Child Bonding Leave* unless otherwise provided by law.
54. Every effort shall be made to return the unit member to the position and site held prior to the Childbirth/Childrearing Leave.
65. ~~Unit members may participate in District insurance programs by paying the necessary premiums. Unit members health insurance shall continue for the duration of this leave in accordance with law. The unit member must continue to pay their monthly premiums either directly to the district or continue through payroll deduction if adequate wages are available for such deduction.~~

F. Bereavement Leave

1. Unit members shall be entitled to five (5) days paid leave of absence without illness leave deduction in the event of a death in the immediate family of the unit member.
2. Members of the immediate family include husband, wife, father, father-in-law, *step-father*, mother, mother-in-law, *step-mother*, brother, brother-in-law, sister, sister-in-law, son, son-in-law, *step-son*, daughter, daughter-in-law, *step-daughter*, grandmother, grandfather, grandchildren or any other person living in the unit member's household.

G. Industrial Accident Leave

1. Unit members shall be entitled to Industrial Accident Leave up to seventy (70) days for job-related injury or illness. An industrial accident or industrial illness as used in this Agreement

TENTATIVE AGREEMENT

means any injury or illness caused as a result of service for the District, as determined by Workers' Compensation.

2. Such Industrial Accident Leave shall not exceed seventy (70) days during which the unit member is assigned to enter service in any one (1) fiscal year for the same industrial accident.
3. The injury or illness shall be reported within twenty-four (24) hours or as soon as possible after the occurrence to the immediate supervisor or designee.
4. Benefits in this section are to be used prior to, and separate from illness leave benefits or extended illness leave. Deduction from illness leave shall not be made until the unit member has been absent in excess of seventy (70) days of assigned duty.
5. The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform the regularly assigned duties.
6. Unit members have the right to request a change of physician to one of the unit member's own choice. The unit member shall notify the District before exercising this right.
7. Unit members shall be deemed to have recovered from an industrial accident or illness and able to return to work when the statement of the unit member's physician is accepted by the JPA Workers' Compensation Agency.
8. Unit members absent for Industrial Accident Leave for seventy (70) days of assigned duty shall be entitled to use other leave benefits including sick leave, differential pay for up to five (5) school months or an unpaid leave of absence.
9. The total of the unit member's temporary disability indemnity and the portion of salary due to the unit member during this absence shall equal the unit member's full salary.

H. Leave Without Pay


1. The District may grant Leave Without Pay, salary increment or credit towards tenure when there is a definite intent on the part of the unit member to return at the end of the designated period. The unit member must notify the District by March 15th of the intent to return or resign.
2. The unit member must submit a written request for the Leave Without Pay to the Superintendent or designee. If the request for Leave Without Pay is approved by the Superintendent or designee, it will then be forwarded to the Board of Trustees for final approval.
3. Unit members may participate in District insurance programs by paying the necessary premiums.
4. Every effort shall be made to return the unit member to the position and site held prior to the Leave Without Pay.
5. Leave Without Pay may be granted for up to one (1) year for the following purposes:
 - a. Personal Emergencies;
 - b. Professional Study or Research;
 - c. Long-term Illness of the unit member;
 - d. Care for a member of the immediate family who is ill;
 - e. United States Peace Corps Leave Without Pay may be granted for a period not to exceed two (2) years; and
 - f. Legislative Leave Without Pay shall be granted for the length of the term in office for unit members elected to public office.

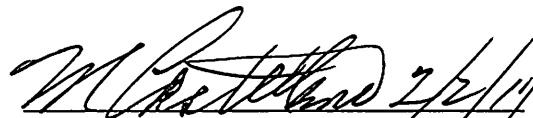
TENTATIVE AGREEMENT

I. Jury Duty/Official Appearance Leave

1. Unit members shall be provided Jury Duty Leave for regularly called jury duty.
2. Unit members granted Jury Duty Leave under these provisions shall be granted full District compensation. If the unit member receives Jury Duty reimbursements other than travel or subsistence expenses, those reimbursements must be endorsed and given to the payroll office when the employee returns to work. The unit member is entitled to retain any travel and subsistence expenses paid by the court.

J. Military Leave shall be granted as stated in current Education Code.

 2/2/17
Trenae Nelson
Assistant Superintendent, Human Resources

 2/2/17
Mike Castellano
Chief Negotiator, AVUTA

TENTATIVE AGREEMENT

ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM

A. Beginning Teachers' Induction and Support Program (BTSA)

1. Beginning teachers shall be provided induction assistance and coaching to improve instructional skills, classroom management, knowledge of subject and related aspects of teaching performance as stated in the *California Standards for the Teaching Profession*. Participation shall be determined by the Human Resources Office in accordance with Education Code.
2. Beginning Teacher Participants
 - a. A beginning teacher shall be defined as:
 - 1) First or second year teacher who has a preliminary or professional clear credential;
 - 2) intern teachers;
 - 3) a teacher holding either an Emergency Permit, Pre-Intern Permit or Credential Waiver;
 - 4) an experienced teacher who is new to the District; and/or
 - 5) a teacher who is teaching outside their subject matter/credential authorization
 - b. All communication between the Support Provider/Site Coach and the beginning teacher shall be kept confidential, and without the written consent of the beginning teacher shall not be shared with others, including the Principal, the evaluator or the PAR Joint Panel.
 - c. It is understood that the purpose of participation in the Beginning Teacher Induction and Support Program is to provide peer assistance, and the Support Provider/Site Coach shall play no role in the evaluation of the teaching performance of a beginning teacher participant. The evaluation of the beginning teacher is the sole responsibility of the site administrator.
 - d. Funds received through the BTSA Program must first be used to support fully credentialed 1st and 2nd year teachers only; however, funds received through the PAR Program shall be used to support all BTSA/Induction beginning teachers. PAR funds may be used to support other beginning teachers as defined in Section 2.a. above. PAR funds may also be used to support the Support Provider/Site Coach.

B. Peer Assistance & Review (PAR) Program

1. Participation in the Peer Assistance & Review (PAR) program shall be as follows:
 - a. Mandatory Participation

On the final evaluation, if a teacher receives two (2) "unsatisfactory" standards or three (3) "needs to improve" standards, he/she shall be referred to PAR.

On the final evaluation, if a teacher receives two (2) "needs to improve" standards for two (2) years, he/she shall be referred to PAR.
 - b. Self-Referred Participation

Permanent teachers who seek to improve their teaching performance may "self-refer" to the PAR Joint Panel for intervention under this program.

The PAR Joint Panel shall have the authority to accept or to reject non-mandatory referrals from "self-referred" teachers. Self-referred teachers shall have an opportunity to appear before the PAR Joint Panel prior to its making a determination regarding such a referral.

TENTATIVE AGREEMENT

ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (cont.):

B. Peer Assistance & Review (PAR) Program (cont.):

If the PAR Joint Panel accepts the recommendation for self-referral, participation is voluntary.

2. Participating Teacher

The participating teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the *California Standards for the Teaching Profession* and in the Association collective bargaining agreement. The evaluation of any participating teacher shall be consistent with Article 12 - Evaluation, of the collective bargaining agreement.

There are two (2) categories of Participating Teachers:

a. Mandatory Teacher Participant

- 1) The purpose of participation in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies, or both
- 2) Communication regarding the mandatory participating teacher shall be limited to the Consulting Teacher/Support Provider, Site Administrator, PAR Joint Panel, Assistant Superintendent, Human Resources, and the Board of Trustees.
- 3) The Consulting Teacher/Support Provider shall provide assistance to the referred teacher until the teaching performance of the referred teacher is "satisfactory," or further assistance will not be productive, at which time the Consulting Teacher shall submit a written recommendation to the PAR Joint Panel. A Consulting Teacher's written recommendations shall be made at least annually. The Consulting Teacher shall continue to provide assistance to the participating teacher until the PAR Joint Panel acts on a recommendation. The referred teacher shall have the right to submit a written response to the final report.

b. Self-Referred Teacher Participant

- 1) The purpose of self-referred participation in the PAR Program is to assist permanent unit members who seek to improve their teaching performance. A self-referred participant may request the PAR Joint Panel to assign a Consulting Teacher/Support Provider for peer assistance. It is understood that the purpose of such participation is to provide peer assistance and the Consulting Teacher/Support Provider shall play no role in the evaluation of the teaching performance of a self-referred teacher participant.
- 2) The self-referred teacher shall indicate area(s) he/she seeks assistance in his/her request to participate in the PAR Program. The self-referred teacher may terminate his/her participation in the PAR Program at any time without a requirement to give a reason for said request.
- 3) All communication between the Consulting Teacher/Support Provider and the self-referred teacher shall be kept confidential, and without the written consent of the self-referred teacher shall not be shared with others, including the Principal, his/her evaluator or the PAR Joint Panel.

TENTATIVE AGREEMENT

ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (Cont.):

C. Peer Assistance & Review (PAR) Joint Panel

1. PAR Joint Panel Composition and Selection

- b. The PAR Program is overseen and evaluated by a Joint Panel composed of a majority of certificated classroom teachers who are chosen to serve by the Association, and administrators who are chosen to serve by the District, as follows: four (4) teachers selected by the Association, three (3) administrators selected by the Superintendent, and one non-voting support facilitator as agreed upon by consensus of the PAR Joint Panel. The chairmanship shall alternate annually between a teacher and an administrator. A PAR Joint Panel year is defined as July 1st through June 30th and a Panel member's term shall be three (3) years.
- b. Unit members selected to serve on the PAR Joint Panel shall receive a stipend of \$100 per meeting, not to exceed a maximum of \$1,000 annually.

2. PAR Joint Panel Duties and Responsibilities

- a. The PAR Joint Panel shall:
 - 1) Maintain confidentiality regarding all PAR Program discussions and materials except the annual PAR Program evaluation
 - 2) Administer the PAR Program
 - 3) Determine their own meeting schedule
 - 4) Approve the assignment of Consulting Teachers/Support Providers
 - 5) Establish PAR Program operating rules and procedures
 - 6) Participate in any training required to implement the PAR Program, including training on the *California Standards for the Teaching Profession*
 - 7) Select the Consulting Teachers/Support Providers by a majority vote
 - 8) Use a consensus model for decision-making
 - 9) Accept or make every effort to accept non-mandatory referrals for intervention from self-referred participants
 - 10) Meet with Consulting Teachers periodically to approve staff development plans for participating teachers and to receive reports
 - 11) Collaborate with other teacher support programs
 - 12) Oversee training of Consulting Teachers/Support Providers
 - 13) Develop a PAR Program budget subject to approval by the Board of Trustees
 - 14) Develop and communicate the Evaluation process of Consulting Teachers/Support Providers, and evaluate each Consulting Teacher/Support Provider on an annual basis
 - 15) Monitor the progress of referred teacher's interventions, including making the decision regarding the success of such intervention and then so advising the Board of Trustees
 - 16) Provide the Consulting Teacher with a copy of a written response from their participating teacher

TENTATIVE AGREEMENT

ARTICLE 16 - NEW TEACHER INDUCTION AND PEER ASSISTANCE & REVIEW (PAR) PROGRAM (cont.):

C. Peer Assistance & Review (PAR) Joint Panel (cont.)

17) Annually evaluate the impact of the District's Peer Assistance & Review (PAR) Program in order to improve the program including, but not limited to:

- Number of "unsatisfactory" evaluation referrals;
- Number of "needs to improve" evaluation referrals;
- Number of beginning teachers to receive assistance;
- Number of self-referred participants;
- Training needs of the Consulting Teachers/Support Providers;
- Training needs of the Joint Panel;
- Release time needed by Consulting Teachers/Support Providers, Joint Panel Committee, and Participating Teacher(s);
- Fiscal report of the program; and
- Administrative costs

18) Refrain from participation in discussion and voting on any matter in which he/she has a conflict of interest

b. All rules and procedures established by the PAR Joint Panel shall be distributed to certificated employees of the District.

3. PAR Joint Panel Recommendations and Decision-Making

a. The PAR Joint Panel shall use a consensus model for decision-making except in the selection of Consulting Teachers/Support Providers.

b. No action or recommendations shall be taken unless at least two (2) teacher members and two (2) district members are present.

c. The PAR Joint Panel shall not act on a Consulting Teacher's written report before ten (10) work days following receipt of the report to allow a participating teacher sufficient time to submit a written response. By written agreement of the PAR Joint Panel and the participating teacher, timelines can be extended.

d. *The PAR Joint Panel shall make written recommendations to the Board of Trustees of the District concerning mandatory participant teachers. The PAR Joint Panel shall in each case determine whether the mandatory participant teacher has been afforded "sustained" assistance, and whether the participant teacher has been able to demonstrate satisfactory progress and hence recommended for release from PAR; demonstrated progress but still mandated to receive assistance through PAR; or discontinued from PAR support due to unsatisfactory progress after sustained assistance.*

~~d. The PAR Joint Panel shall make written recommendations to the Board of Trustees of the District concerning mandatory participant teachers, including forwarding the names of those mandatory participant teachers, who after sustained assistance, are not able to demonstrate satisfactory improvement. Prior to forwarding a mandatory participant teacher's name to the Board of Trustees, the PAR Joint Panel shall review the assistance provided to the mandatory participant teacher, and shall determine whether or not the mandatory participant teacher has been afforded "sustained" assistance.~~

TENTATIVE AGREEMENT

- e. The PAR Joint Panel's written recommendation to the Board of Trustees shall be for Closed Session only. The Panel's recommendations shall also be provided to the Certificated Human Resources Office Administrator prior to submitting any recommendation to the Board of Trustees.

D. PAR Program Operations

1. Confidentiality

All materials related to evaluations, reports, deliberations and other personnel matters shall be confidential, subject to the following exceptions:

- a. In response to a subpoena or an order of the court
- b. The final report may be used by the District in any employment action based upon instructional performance

2. Duty to Indemnify

The District shall hold harmless the members of the PAR Joint Panel and the Consulting Teacher/Support Providers for any liability arising out of their participation in the program.

E. Consulting Teacher/Support Providers

A "Consulting Teacher/Support Provider" is defined as a permanent certificated unit member who provides assistance to a participating teacher enrolled in the PAR Program.

1. Consulting Teacher/Support Provider Selection

a. Consulting Teacher/Support Providers shall:

- 1) Possess a California Clear Teaching Credential;
- 2) Be a permanent teacher who has successfully taught in the District for at least five (5) years; or, have a minimum of five (5) years of teaching experience, which may include experience outside the District. Consulting Teachers/Support Providers must complete or have completed a district provided or comparable Formative Assessment Training Program.
- 3) Demonstrate exemplary teaching ability;
- 4) Demonstrate talent in written and oral communications;
- 5) Demonstrate ability to work cooperatively and effectively with other professional staff members; and
- 6) Have extensive knowledge of subject matter and mastery of a range of teaching strategies including: classroom management, instructional techniques and student assessment.

b. Consulting Teacher/Support Providers shall be selected as follows:

- 1) A notice/announcement based on the need for Consulting Teacher/Support Providers shall be posted and distributed to school sites;
- 2) Interested applicants shall submit an application form and a letter of application;
- 3) Interested applicants shall submit at least three (3) letters of reference from individuals who have direct knowledge of the applicant's ability both in teaching and working with colleagues. At least one (1) letter shall be from the applicant's immediate supervisor and one (1) letter shall be from a teacher or Association representative.
- 4) All applications submitted shall be subject to a screening process established by the PAR Joint Panel to ensure that candidates meet the minimum qualifications of a Consulting Teacher/Support Provider;
- 5) Consulting Teacher/Support Providers shall be selected by a majority vote of the PAR

TENTATIVE AGREEMENT

Joint Panel after a minimum of two (2) representatives of the Panel have conducted a classroom observation and an interview with each of the candidates. At least one (1) teacher and one (1) administrator shall participate in the classroom observation; ~~and~~

c. Consulting Teacher/Support Provider

- 1) Consulting Teacher/Support Providers may continue in service if they have a positive evaluation. Consulting Teacher/Support Provider assignments shall be based upon the needs of beginning teachers, and the Consulting Teacher/Support Provider's teaching credential(s), experience, and site location. Consulting Teachers/Support Providers/Site Coaches/Buddy Teachers are not guaranteed an assignment.
- 2) Consulting Teacher/Support Providers shall receive a stipend of \$2,500 per assigned participating teacher per year.
- 3) Site Coaches/Buddy Teachers/Special Ed Coaches shall receive a stipend of \$500 per assigned participating teacher per year.

2. Consulting Teacher/Support Provider Duties and Responsibilities

- a. Consulting Teacher/Support Providers shall assist participating teachers through demonstrations, observations, coaching, recommended conferences or workshops for teachers, and other appropriate activities that will support the participating teacher. The PAR Program strongly encourages a cooperative relationship between the Consulting Teacher/Support Provider, the site administrator, and the participating teacher with respect to the process of peer assistance and review.
- b. The Consulting Teacher/Support Provider shall:
 - 1) Meet with the participating teacher and site administrator/evaluator to discuss the PAR Program, establish mutually agreed upon performance goals aligned with the *California Standards for the Teaching Profession*, and develop a written assistance plan and the outcomes for successful completion of the PAR Program;
 - 2) Conduct multiple observations of the participating teacher during classroom instruction, and provide specific written immediate feedback;
 - 3) Conduct staff development for the participating teacher that may include model lessons, and seek appropriate resources as needed, including the use of academic experts if necessary;
 - 4) Participate in meetings with other Consulting Teacher/Support Providers and provide opportunities for the participating teacher to observe exemplary teachers;
 - 5) Maintain a written log of specific support given to each assigned participating teacher;
 - 6) Note all observations, visitations and meeting dates with participating teacher;
 - 7) Submit periodic written reports to the PAR Joint Panel, and discuss them with the participating teacher's progress;
 - 8) Continue to provide assistance to the assigned participating teacher until the PAR Joint Panel directs the Consulting Teacher/Support Provider to cease support because it has determined the teaching performance of the participating teacher is satisfactory, or that further assistance will not be productive;
 - 9) Shall review all written reports with the participating teacher to receive his/her signature prior to submitting the final report to the PAR Joint Panel. The participating teacher's signature does not necessarily indicate agreement with the contents of the final report;
 - 10) Shall submit any reports to the PAR Joint Panel within five (5) working days of delivery to the participating teacher; and

TENTATIVE AGREEMENT

11) Participate in an annual review of the PAR Program with the Joint Panel.

3. Consulting Teacher/Support Provider Reports and Meetings with the PAR Joint Panel

- a. The Consulting Teacher/Support Provider shall submit a written report to the PAR Joint Panel on the program of the participating teacher at least mid-year. The final report shall be submitted to the PAR Joint Panel at least forty-five (45) calendar days before the end of the participating teacher's school year.
- b. The Consulting Teacher/Support Provider may provide, at any time, a written or oral report to the PAR Joint Panel and a mandatory participant teacher regarding the mandatory participant's progress in the PAR Program.
- c. The mandatory participant teacher may respond in writing to the Consulting Teacher/Support Provider's report within five (5) working days.
- d. The PAR Joint Panel may request additional information as deemed necessary.
- e. All deliberations of the PAR Joint Panel are confidential.


4. Consulting Teacher/Support Providers Terms and Conditions


- a. Length of Term for Consulting Teacher/Support Providers
 - 1) After a three (3) year term, a Consulting Teacher/ Support Provider on full time release must return to the classroom for one (1) year before a reappointment may be made.
 - 2) If the performance of the Consulting Teacher/Support Provider is found to be unsatisfactory at the annual performance review by the PAR Joint Panel, the Panel may remove the Consulting Teacher/Support Provider from their role at that time.

F. Exclusions

1. The PAR Program shall not deal with teacher employment issues that arise from accusations of neglect of duty or misconduct which are distinctly different from teacher evaluations in relationship to the *California Standards for the Teaching Profession*.
2. Preschool Teachers and Preschool Associate Teachers

This Article is not applicable to Preschool Teachers and Preschool Associate Teachers with the understanding that evaluation procedures as set forth in Article 12 - Evaluation, includes remediation provisions.


Trenae Nelson
Assistant Superintendent, Human Resources


Mike Castellano
Chief Negotiator, AVUTA

TENTATIVE AGREEMENT

ARTICLE 18 - SUMMER SCHOOL

A. District

The District shall hire qualified bargaining unit members to teach Summer School assignments if such applicants are available.

B. Notice

1. Summer School positions and application procedures shall be sent to unit members prior to May 1.
2. Unit members shall have at least two (2) weeks to apply for Summer School positions.

C. Assignment – Summer School / Intersession

Assignments shall be made by the designated Principal, with priority given to AVUSD bargaining unit members.

D. Salary and Benefits

1. Summer School/Intersession teachers shall be paid an hourly rate of \$35.00 per hour.
2. The hours and days assigned to the District's grades K-12 Summer School unit members shall be determined by the District, based upon available funding and student needs.
- ~~3. The hours and days assigned for the Summer School/Intersession shall be determined by the site principal, based upon available funding and student needs.~~
3. *Site discretionary/grant funded summer school/intersession hours and days shall be determined by the site principal based upon available funding and student needs.*



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Mike Castellano
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TENTATIVE AGREEMENT

ARTICLE 19 - COMPENSATION

A. Bargaining for Total Compensation Package

1. Compensation package includes: salary, health and welfare benefits, and employer required retirement (STRS/PERS) contributions paid per bargaining unit member.
2. Compensation package includes: the effects of increases in statutory compensation costs to the District such as: Medicare, worker's compensation and unemployment insurance.
3. Total compensation package includes Sections A.1 and A.2 of this article.
4. Total compensation package shall be reopened for negotiations in year three (~~2015-16~~) **2018-2019** of this collective bargaining agreement.

B. Salary

1. Unit members who serve less than one (1) year or one (1) semester on a regular teaching contract shall receive their daily rate of pay for each day of required duty.
2. Pay Warrants
 - a. Annual salary shall be paid to unit members in twelve (12) equal payments. Unit members currently receiving ten (10) equal payments will have the option to continue this arrangement if they notify the Central Services Office in writing. Each unit member is responsible for repayment of monies not earned if they leave service to the District before the end of their contract. Unit members shall stay on the same pay warrant plan unless they notify the District in writing. Unit members will not be allowed the option of returning to the ten (10) month pay option once opting for the twelve (12) month pay option.
 - b. Each unit member shall be paid their regular monthly salary on the first workday of the month with appropriate deductions taken from each warrant.
 - c. Salary payments for services, in addition to the unit member's regular assignment, shall be made on the first day of the month following the payroll period in which the service was performed or, as soon as the processing is completed.
 - d. Unit members may authorize the District in writing to make electronic deposits of salary warrants. Such deposits shall be made not later than the day the warrant would normally be released to the employee.
 - e. Optional salary deductions may be elected in writing by unit members to be taken from gross earnings. Authorization for optional deductions shall remain in effect until the District receives written notice from the unit member altering such authorization. Optional salary deductions must be deposited and recorded to the destination account within a reasonable period of time. Optional salary deductions may include, but are not be limited to, the following:
 - 1) Credit Unions of choice;
 - 2) Tax-Sheltered Annuities of choice (must be approved by San Bernardino County Council);
 - 3) Additional insurance of choice;
 - 4) Charities of choice; and
 - 5) Association dues. The contribution of Association dues shall be assessed in accordance with the distribution of annual salary. For example: those employees on ten (10) equal monthly payments will contribute Association dues in ten (10) equal installments and those employees on twelve (12) equal monthly payments will contribute Association dues

ARTICLE 19 – COMPENSATION (Cont.):

B. Salary (cont.):

in twelve (12) equal installments. This Association dues deduction schedule shall also apply to Article 22 - Organizational Security, Sections “A” and “B”.

6) Section 125 Plan

3. The District shall provide each unit member with verification of salary advancement credits each year at the time of contract renewal or salary notification.

4. Initial Salary Schedule Placement

- a. All certificated staff hired into the District beginning July 1, 1995, shall be limited to actual (K-12) teaching experience or a maximum of five (5) years teaching service for credit for initial salary schedule placement, whichever is less. Effective January 1, 2013 any fully credentialed Speech Language Pathologist who is hired by the district may be awarded a maximum of nine (9) years of qualified teaching credit for initial salary placement.
 - 1) Initial placement on the salary schedule for up to five (5) years maximum shall be given for full years of regular contractual service in elementary (K-6) and/or secondary (7-12) public and private schools which are accredited by a recognized Regional Accrediting Agency, or non-public schools licensed by the State of California for educating Special Education students.
 - 2) If a partial year's service is requested in writing for a full year's service credit and this meets the requirements of Section B.4.a. above, then a minimum of 75% of the regular contract days as determined by the contract under which the person worked must have been in paid status.
 - 3) A person serving at least 75% of school days in the immediate prior year in this District as a long term substitute and/or in a contract position shall be granted one (1) year service credit for that year for initial placement on the salary schedule.

5. Salary Schedule Movement (After Initial Placement)

- a. Only days worked in regular contract paid status within a contract year shall count towards “Step” movement on the salary schedule. Seventy-five percent (75%) of the contract year must be in paid status to advance on the salary schedule.
- b. Full year, partial day assignments, shall count toward salary schedule advancement for the next year when the total of the percentage of time in regular contract paid status meets, or exceeds a full-time equivalent of a teaching position at the end of the contractual period [i.e., 50% per year after three (3) years would equal one (1) “Step” placement; 50% after two (2) years would equal one (1) “Step” placement]. There is no carryover beyond 100%.

6. Re-Employment Salary Schedule Placement

- a. Unit members whose initial District employment was in a program conducted under categorically funded projects, and who were subsequently employed as probationary unit member with no break in service in the specifically funded program, shall receive year-for-year credit for the previous service rendered when salary schedule placement is determined. This does not apply to consulting contracts.
- b. Unit members who have been employed in regular educational employment for the District before being assigned to a program conducted under contract with categorically funded projects, shall be entitled to continue vertical advancement on the salary schedule for each

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ARTICLE 19 – COMPENSATION (Cont.):

B. Salary (cont.):

year of service performed while assigned to such programs. This does not apply to consulting contracts.

7. Extended Work Year Contracts

- a. An Extended Work Year Contract shall be offered to individuals approved for continuation of regular duties beyond their regular contract.
- b. The per diem salary of each unit member on an extended work year contract shall be determined by dividing the unit member's salary by the number of days in the unit member's regular contract work year.
- c. Per diem salary shall be paid to any unit member who performs extra days of service with the prior approval of the Board of Trustees.
- d. These extended work year days are expressly understood to be beyond those required under the provisions of the regular work year assignment.

8. Salary Advancement

- a. Course credit for salary placement and movement shall be given for upper division, graduate or post-graduate work taken at four (4) year colleges, universities or graduate schools which are accredited by a Regional Accrediting Commission, or other programs approved by the District. Graduate level courses taken apart from the Bachelor's Degree shall be counted toward salary movement.
- b. Salary credit for placement shall be given four (4) times a year
 - 1) Transcripts showing the course(s) finished, with a completed grade included, shall be submitted to the Human Resources Office no later than June 10th for an August 1st salary change; September 10th for a November 1st salary change; December 10th for a February 1st salary change; or March 10th for a May 1st salary change.
 - 2) A letter of verification from the college/university may serve as a transcript substitute for sixty (60) days from the above due dates.
- c. Units of lower division coursework for class advancement shall require prior approval by the Human Resources Office or the District Superintendent.
- d. Semester units granted by an accredited college or university shall be acceptable for placement on the salary schedule. Quarter units granted by an accredited college or university shall be converted to semester units by multiplying (x) the total quarter units by .667.
- e. A unit member shall be given full service credit for his/her years of service in the Apple Valley Unified School District if previously "frozen" on an academic class in conjunction with a salary class advancement.

9. Salary Schedule

- a. Unit members shall be paid based on his/her placement on the Certificated Salary Schedule.
- b. For certificated salary schedule placement in Class IV, M.A. + 15 semester hours, the unit member must have accumulated the qualifying 15 semester hours of academic coursework above the Master's Degree after the date the M.A. is granted.

10. Adjusted contract rate - Provided for secondary teachers who volunteer to teach during their preparation periods for a semester or longer, with an understanding that their preparation period will be before or after school. The adjustment shall be an increase of 17% at sites with a six (6) period day.

ARTICLE 19 – COMPENSATION (Cont.):

B. Salary (cont.):

11. *Salary Schedule compression effective July 1, 2016. 2013-2014 2% added to the salary schedule effective July 1, 2013.*
12. *Effective July 1, 2016, 1.066% added to certificated salary schedule and certificated supplemental salary schedules. 2014-2015 2.7 % added to the salary schedule after \$3,000 added to each cell effective July 1, 2014.*
- 13a. *In lieu of adjusting the Health and Welfare cap for the 2016-17 school year, a one time off schedule payment of \$2,850 to each unit member during the 2016-17 school year.*
- 13b. *Initial Health and Welfare cap of \$15,860 effective 07/01/2017 (ongoing cost of 3.86% from 13a.)*
- 14a. *Effective July 1, 2017, 3.2% total compensation package increase inclusive of the request for the full release of AVUTA president at 0.2% per Article 7 – Association Rights, (N) Full Release President. AVUTA and the District agree to convene once the Trust has actual rates to apply the net adjustment of 3.0% to total compensation.*
- 14b. *Effective July 1, 2017, Preschool Lead Teachers who have completed ten (10) years of service as certificated AVUSD staff and have achieved a Bachelor's degree shall receive an annual \$2,500 stipend. The stipend does not apply to Preschool Associate Teachers. This shall be reviewed annually due to Preschool Grant funding.*
15. *Total compensation package shall be reopened for negotiations in year three (2018-19) of this collective bargaining agreement.*

C. Health and Welfare Benefits

1. The District shall provide health, dental, vision and life insurance coverage through the High Desert Inland Employee/Employer Trust (HDIEET) for unit members and their eligible dependents as part of the total compensation package. The life insurance coverage shall be \$50,000 for unit members and \$5,000 for each eligible dependent. Effective July 1, 2014, the District will contribute a maximum of \$12,500 annually for the health and welfare benefits of an eligible full-time unit member. Part-time unit members shall receive a pro-rata Health & Welfare allowance based on their percentage of employment. If the member's selection of health and welfare benefits results in a total premium in excess of the District's maximum annual contribution (pro-rated for part time employees), the member shall authorize the difference to be deducted from payroll as a condition of receipt of the benefits.

The parties agree that the Health and Welfare allowance of \$6400 annually designated to each full time unit member shall be eliminated effective July 1, 2014. An addition of \$3000 will be added to each cell of the 2014-2015 salary schedule effective July 1, 2014.
 - a. All eligible employees shall have the option to voluntarily opt-out of the entire Health & Welfare Benefits Program (includes medical, dental, vision & life insurance). All unit members shall have the option to opt-out of the Health & Welfare Benefits Program during open enrollment periods, upon providing the district with written verification of having medical coverage from another source.
 - b. It is understood by the parties that if the number of unit members electing to opt-out of the entire Health & Welfare Benefits Program exceeds ten percent (10%) of the total number of

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those eligible to participate, the rates may be adjusted by High Desert Inland Employee/Employer Trust or Blue Shield of California.

- c. In the event unit members who voluntarily opt-out of the entire Health & Welfare Benefits Program are no longer receiving medical benefits from another source due to a change in circumstances, those unit members may return to the HDIEET, but shall be limited to participation in the HMO only until the next open enrollment period.

2. Duration of benefits shall be as follows:

- a. Benefits for a unit member become effective when the properly completed forms are submitted within the time-frame established by the insurance carrier, but not before the first date of contracted employment or the date a unit member reports for full-time duty.
- b. Benefits for the unit member who completes their contract year shall continue through the last day of the contract year. The unit member whose employment is terminated prior to the close of the school year shall be entitled to benefits up to, and including, the effective date of termination.
- c. Following termination, the unit member shall be entitled to pay for continuing health benefits as prescribed by law.
- d. Unit members who have exhausted their accumulated paid leave on account of illness shall continue to receive full benefits, paid for by the District, for the remaining portion of the school year in which the leave was exhausted.
- e. Unit members who are on approved Unpaid Leave of Absence may pay the district insurance premiums for the total benefits package to continue coverage while on leave.

- 3. Part-time unit members shall receive the same health and welfare benefits as full-time unit members and shall pay the difference between the member's pro-rata share and the cost to the District through payroll deduction.

- 4. District representatives to the Board of Directors for the High Desert Inland Employee/Employer Trust (HDIEET) shall be as follows:

One (1) Administrator

One (1) Association Unit Member


C. Preschool Teachers and Preschool Associate Teachers


- 1. Article 19- Compensation shall apply to Preschool Teachers and Preschool Associate Teachers with the following exceptions:
 - a. Section B.4.-Initial Salary Schedule Placement on Appendix B-2 (Chart #1 - Preschool Teacher Salary Schedule or Chart #2 - Preschool Associate Teacher Salary Schedule), with only four (4) years of outside service in a licensed Preschool program accepted.
 - b. Section B.8.-Salary Advancement - This section is not applicable to Preschool Teachers and Preschool Associate Teachers.

D. District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors

- 1. Article 19- Compensation shall apply to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors with the following exceptions:
 - a. Section B.4 - Initial Salary Schedule Placement - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.

- b. Section B.5 - Salary Schedule Movement - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.
- c. Section B.6 - Re-Employment Salary Schedule Placement - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.
- d. Section B.8 - Salary Advancement - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.
- e. Section B.9 - Salary Schedule - This section is not applicable to District's Junior Reserve Officer Training Corps (Jr. ROTC) Instructors.
- f. Junior ROTC Instructors shall receive the Minimum Instructor Pay (MIP) as established by the Military Service. The MIP is subject to change during the school year and is established by the Military Service. The Military Service shall reimburse the District one-half the MIP.


Trenae Nelson
Assistant Superintendent, Human Resources


Mike Castellano
Chief Negotiator, AVUTA

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ARTICLE 20 - EXTRA-CURRICULAR POSITIONS

- A. The Board of Trustees may approve extra-curricular payments to unit members who are employed to perform specific duties beyond their regular duty.
- B. District administration may recommend approval for all, some or none of the extra-curricular positions. Site administration shall notify selected unit members in writing. Unit members shall indicate acceptance by signature.
- C. Unit members who are employed in a position to perform extra-curricular duties beyond their regular duty shall be paid according to the Extra-Curricular Positions/Salary Guide below.
- D. Extra-curricular salary payments shall be made to unit members after the appropriate administrator has certified to the Payroll Department that the extra-curricular duties have been completed as assigned.
- E. Extra-curricular positions shall be a separate duty for a stated period of time or stated season and the assignment shall expire with the certification of completion of the duties.
- F. Job descriptions may be developed and available for positions as identified in the Extra-Curricular Position/Salary Guide below.
- G. Extra-Curricular (or Extra Responsibility) Position/ Salary Guide (all percentages are based on Column I, Step 1 on the certificated salary schedule):

Schedule "A" High School only (7.5% of Class I, Step 1):

Football Head Coach	Athletic Director
Trainer (each Semester)	Activities Director

Schedule "B" High School only (6.5% of Class I, Step 1):

Mock Trial Advisor	Varsity Head Coach for:
Academic Decathlon	Basketball
Choir Director	Wrestling
Band Director	Soccer
Drama Director	Softball
Assistant Football coach (limit 2)	Baseball
AVID Coordinator	Cross Country
	Track and Field
	Volleyball

Schedule "C" High School only (5.5% of Class I, Step 1):

Yearbook Advisor	Varsity Assistant/ JV/ Frosh Coach (Sports listed in "B" and Football)
Newspaper Advisor	Varsity Head Coach for:
Head Counselor	Swim
	Golf
	Tennis
	Water Polo

Schedule "D (4% of Class I, Step 1):

Senior Class Advisor (HS)	Varsity Assistant/ JV Coach (HS) (Sports listed in "C")
Cheer Advisor (HS) (each Semester)	
Service Club Advisor (HS) (limit 2 per school)	
ASB Director (K-8)	
Yearbook Advisor (K-8)	

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ARTICLE 20 - EXTRA-CURRICULAR POSITIONS (Cont.)

Schedule "D (4% of Class I, Step 1) (cont.):

AVID Coordinator (K-8)

Advanced Placement Coordinator (HS)

Schedule "E" (3% of Class I, Step 1):

Intramural Athletics (K-8)

Junior Class Advisor (HS)

District Science Fair Coordinator

District History Day Coordinator

District Young Authors Coordinator

Schedule "F"

Other Stipends: Stipends may be awarded for extra duties or extra responsibilities requested by administration.

H. Hourly and Daily Rates of Additional Pay

1. Certificated hourly rate of \$35 – Provided for a variety of reasons, including substitute teaching services during preparation periods, curriculum development, scheduling and counseling, and after school pupil supervision, teaching and counseling services during summer school, intercessions on non-contract days, during before and after school interventions, for English Language Acquisition Program (ELAP) Instructors, and for Gifted and Talented education (GATE) Academy Instructors, Home Hospital teaching and other adjunct duties.
2. Individual daily rates of pay may also be provided to unit members for particular services in the following categories:
 - a. Extended Work Year Contracts - Additional days of per diem pay may be provided to counselors, ~~District nurses~~, and speech pathologists.
 - b. ~~Staff Development "Buy Back" Days - Up to three (3) additional days of per diem pay may be earned by eligible unit members as determined by state funding who volunteer to participate in staff development related to improving pupil achievement.~~



Trenae Nelson
Assistant Superintendent, Human Resources



Mike Castellano
Chief Negotiator, AVUTA