

# AVUTA Contract Ratification General Meeting 02/28/17



**John Zachau,  
President**

**&**

**Mike Castellano,  
Chief Negotiator**



*Apple Valley Unified*

**AVUTA**

*Teachers Association*

# Agenda



1. President's Welcome and Comments
2. Introduction of Negotiation's Team
3. Articles with no changes
4. Articles with minor changes
5. Articles with major changes
6. Article 19
7. Questions
8. Ratification Vote
9. Closing

# Contract Articles with no changes 2016-2019



- Article 5: Personnel Files
- Article 7: Association Rights
- Article 11: Assignment/Reassignment
- Article 12: Evaluation
- Article 14: Safety
- Article 15: Leaves
- Article 17: Class Size
- Article 21: Contrary to Law

# Contract Articles with Minor Changes

2016-2019



## • Article 1: Terms of 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.*

# Contract Articles with Minor Changes cont...

2016-2019



- 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.

- Article 3: Negotiation Procedures

## Contract Articles with Minor Changes cont... 2016-2019



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.*

# Contract Articles with Minor Changes cont...

2016-2019



## • Article 4: Unit Member Rights

### 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.

# Contract Articles with Minor Changes cont...

2016-2019



## • Article 6: Seniority

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



# Contract Articles with Minor Changes 2016-2019



- Article 18: Summer School

*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.*

# Contract Articles with Minor Changes

2016-2019



- Article 20: Extra-Curricular Positions

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.~~

# Contract Articles with Major Changes

2016-2019

## Article 9: Grievances

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.

# Contract Articles with Major Changes

2016-2019

## Article 9: Grievances Cont

### 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.

# Contract Articles with Minor Changes

2016-2019



## • Article 10: Transfers

### 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 electronically, at each worksite 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.~~

### 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 highly qualified in the subject area, pursuant to Elementary and Secondary Education Act (ESEA) Guidelines.

# Contract Articles with Major Changes

2016-2019

## Article 10: Transfers

*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.*

# Contract Articles with Major Changes

2016-2019

## Article 10: Transfers

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.*

# Contract Articles with Major Changes

2016-2019

## Article 13 Hours and Adjunct Duties

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.~~



# Contract Articles with Major Changes

2016-2019

## Article 13 Hours and Adjunct Duties cont..

### 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*

# Contract Articles with Major Changes

2016-2019

## Article 13 Hours and Adjunct Duties cont..

- ~~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".*

# Contract Articles with Major Changes

2016-2019

## Article 15 Leaves

*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*

# Contract Articles with Major Changes

2016-2019

## Article 15 Leaves cont.

### 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.

# Contract Articles with Major Changes

2016-2019

## Article 15 Leaves cont.

### 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.

# Contract Articles with Major Changes

2016-2019

## Article 15 Leaves cont.

- 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.

# Contract Articles with Major Changes

2016-2019

## Article 15 Leaves cont.

### 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.*

# Contract Articles with Major Changes

2016-2019

## Article 15 Leaves cont

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.*



# Contract Articles with Major Changes

2016-2019

## Article 15 Leaves cont

- ~~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.*

# Contract Articles with Major Changes

2016-2019

## Article 16 PAR

- 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.*

# Contract Articles with Major Changes

## Article 19 Compensation

2016-2019

### 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. 2018-2019
4. Total compensation package shall be reopened for negotiations in year three ~~(2015-16)~~ of this collective bargaining agreement.

# Contract Articles with Major Changes

2016-2019

## Article 19 Compensation

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.~~

# Contract Articles with Major Changes

## Article 19 Compensation cont...

2016-2019

### 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.*

# Contract Articles with Major Changes

## Article 19 Compensation cont...

2016-2019

*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.*

# Contract Articles with Major Changes

## Article 19 Compensation cont...

2016-2019

- 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.*

# Raise Breakdown

## 2016-2017

- Health and Welfare, one time payment of \$2,860 (all members, even opt outs)
- **Compression of Pay Scale:**
  - Fewer stalls in pay until end of career
  - Year 22 makes what you would have in year 32
  - Longevity Bonuses at 30 and 35
- 1.066 % Raise to Pay scale

## 2017-2018

- Up to 3.0% total comp raise
- **Insurance cap goes to \$15,860**
- One time .2% Full Release AVUTA President
- Blue Shield Ins Holders
  - Amount above the maximum contribution

## 2018-2019

**Negotiate for more**



# Salary Schedule for 2016-2017

Apple Valley Unified School District  
 Tentative Certificated Salary Schedule  
 Effective July 1, 2016 - Illustrates Compression as Proposed Plus 1.066%

| Step | Class I<br>B.A. |          |        | Class II<br>B.A. + 30 |          |        | Class III<br>B.A. + 45 |          |        | Class IV<br>B.A. + 70 / M.A. + 15 |          |        | Step |
|------|-----------------|----------|--------|-----------------------|----------|--------|------------------------|----------|--------|-----------------------------------|----------|--------|------|
|      | Annual          | Monthly  | Daily  | Annual                | Monthly  | Daily  | Annual                 | Monthly  | Daily  | Annual                            | Monthly  | Daily  |      |
| 1    | 47,281.00       | 3,940.08 | 256.96 | 48,492.00             | 4,041.00 | 263.54 | 49,800.00              | 4,150.00 | 270.65 | 51,834.00                         | 4,319.50 | 281.71 | 1    |
| 2    | 48,492.00       | 4,041.00 | 263.54 | 49,800.00             | 4,150.00 | 270.65 | 51,834.00              | 4,319.50 | 281.71 | 53,958.00                         | 4,496.50 | 293.25 | 2    |
| 3    | 49,800.00       | 4,150.00 | 270.65 | 51,834.00             | 4,319.50 | 281.71 | 53,958.00              | 4,496.50 | 293.25 | 56,176.00                         | 4,681.33 | 305.30 | 3    |
| 4    | 51,834.00       | 4,319.50 | 281.71 | 53,958.00             | 4,496.50 | 293.25 | 56,176.00              | 4,681.33 | 305.30 | 58,490.00                         | 4,874.17 | 317.88 | 4    |
| 5    | 53,958.00       | 4,496.50 | 293.25 | 56,176.00             | 4,681.33 | 305.30 | 58,490.00              | 4,874.17 | 317.88 | 60,913.00                         | 5,076.08 | 331.05 | 5    |
| 6    |                 |          |        | 58,490.00             | 4,874.17 | 317.88 | 60,913.00              | 5,076.08 | 331.05 | 63,436.00                         | 5,286.33 | 344.76 | 6    |
| 7    |                 |          |        | 60,913.00             | 5,076.08 | 331.05 | 63,436.00              | 5,286.33 | 344.76 | 66,075.00                         | 5,506.25 | 359.10 | 7    |
| 8    |                 |          |        | 63,436.00             | 5,286.33 | 344.76 | 66,075.00              | 5,506.25 | 359.10 | 68,827.00                         | 5,735.58 | 374.06 | 8    |
| 9    |                 |          |        | 66,075.00             | 5,506.25 | 359.10 | 68,827.00              | 5,735.58 | 374.06 | 71,708.00                         | 5,975.67 | 389.72 | 9    |
| 10   |                 |          |        | 68,827.00             | 5,735.58 | 374.06 | 71,708.00              | 5,975.67 | 389.72 | 74,709.00                         | 6,225.75 | 406.03 | 10   |
| 11   |                 |          |        | 71,708.00             | 5,975.67 | 389.72 | 74,709.00              | 6,225.75 | 406.03 | 77,849.00                         | 6,487.42 | 423.09 | 11   |
| 12   |                 |          |        |                       |          |        | 77,849.00              | 6,487.42 | 423.09 | 81,122.00                         | 6,760.17 | 440.88 | 12   |
| 13   |                 |          |        |                       |          |        | 81,122.00              | 6,760.17 | 440.88 | 84,543.00                         | 7,045.25 | 459.47 | 13   |
| 14   |                 |          |        |                       |          |        | 81,122.00              | 6,760.17 | 440.88 | 88,116.00                         | 7,343.00 | 478.89 | 14   |
| 15   |                 |          |        |                       |          |        | 81,122.00              | 6,760.17 | 440.88 | 88,116.00                         | 7,343.00 | 478.89 | 15   |
| 16   |                 |          |        |                       |          |        | 81,122.00              | 6,760.17 | 440.88 | 89,983.00                         | 7,498.58 | 489.04 | 16   |
| 17   |                 |          |        |                       |          |        | 81,122.00              | 6,760.17 | 440.88 | 89,983.00                         | 7,498.58 | 489.04 | 17   |
| 18   |                 |          |        |                       |          |        | 81,122.00              | 6,760.17 | 440.88 | 91,847.00                         | 7,653.92 | 499.17 | 18   |
| 19   |                 |          |        |                       |          |        | 81,122.00              | 6,760.17 | 440.88 | 91,847.00                         | 7,653.92 | 499.17 | 19   |
| 20   |                 |          |        |                       |          |        | 84,543.00              | 7,045.25 | 459.47 | 96,278.00                         | 8,023.17 | 523.25 | 20   |
| 21   |                 |          |        |                       |          |        |                        |          |        | 96,278.00                         | 8,023.17 | 523.25 | 21   |
| 22   |                 |          |        |                       |          |        |                        |          |        | 100,000.00                        | 8,333.33 | 543.48 | 22   |
| 23   |                 |          |        |                       |          |        |                        |          |        | 100,000.00                        | 8,333.33 | 543.48 | 23   |
| 24   |                 |          |        |                       |          |        |                        |          |        | 100,000.00                        | 8,333.33 | 543.48 | 24   |
| 25   |                 |          |        |                       |          |        |                        |          |        | 100,000.00                        | 8,333.33 | 543.48 | 25   |
| 26   |                 |          |        |                       |          |        |                        |          |        | 100,000.00                        | 8,333.33 | 543.48 | 26   |
| 27   |                 |          |        |                       |          |        |                        |          |        | 100,000.00                        | 8,333.33 | 543.48 | 27   |
| 28   |                 |          |        |                       |          |        |                        |          |        | 100,000.00                        | 8,333.33 | 543.48 | 28   |
| 29   |                 |          |        |                       |          |        |                        |          |        | 100,000.00                        | 8,333.33 | 543.48 | 29   |
| 30   |                 |          |        |                       |          |        |                        |          |        | 103,000.00                        | 8,583.33 | 559.78 | 30   |
| 35   |                 |          |        |                       |          |        |                        |          |        | 106,090.00                        | 8,840.83 | 576.58 | 35   |

\*\$12,500 District contribution to employee H&W benefit plan- not included on schedule

\*One-Time Off Schedule Payment of \$2850 to Each Unit Member to Offset 2016/17 Out of Pocket Health and Welfare Costs

# AVUTA Contract Ratification Meeting

- Questions/Comments
- Call for Ratification Vote
- Closing

Apple Valley Unified

**AVUTA**

Teachers Association

2016-2019