

AVUTA Full Contract Ratification

2019-2022

**Kristy Croft,
President**

**&
Chris Watkins,
Chief Negotiator**

Apple Valley Unified

AVUTA

Teachers Association



Article 1: Terms of the Contract



Current Language Remains

Article 2: Recognition



Current Language Remains

Article 3: Negotiations Procedures



Current Language Remains

Article 4 - Unit Member Rights



A. Non-Discrimination

1. 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.

Article 4 - Unit Member Rights Continued



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.
2. If, through the investigative process, the District determines that the complaint was unsubstantiated, the unit member shall be notified in writing that the complaint was unsubstantiated. Unsubstantiated complaints will not be included in the unit member's official personnel file.

Article 4 - Unit Member Rights Continued



F. Civil Behavior. 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.

Article 4 - Unit Member Rights Continued



F. Civil Behavior, Assault or Theft

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.
4. Employees that feel they have been treated in an uncivil manner, in connection with their employment, shall consult with their principal or immediate supervisor and provide specific facts and circumstances of the disruptive behavior.

Article 5: Personnel Files



Current Language Remains

Article 6: Seniority



ARTICLE 6 - SENIORITY

E. The District shall maintain a seniority list. A committee consisting of two (2) AVUTA members and two (2) District personnel shall meet annually to verify the accuracy of the seniority list. The meeting shall take place no later than December 1. The seniority list shall be available in the Human Resources Office during regular working hours.

Article 7: Association Rights



Current Language Remains

Article 8: District Rights



Current Language Remains

Article 9: Grievances



Current Language Remains

Article 10: Transfers



Current Language Remains

Article 11: Assignment/Reassignment



F. Unit members who are *reassigned and/or relocated* during the school year or hired on or after the first teacher reporting day shall be given two (2) days (or two periods for each period of reassignment/relocation) release time to prepare for their classes and/or location move.

1. The release days do not need to be consecutive nor occur prior to the first day with students.
2. The release days should be within the first fifteen (15) school days of reassignment/relocation and will be mutually agreed upon by the unit member and site administrator.

Article 11: Assignment/Reassignment Continued



3. Upon mutual agreement of the unit member and the site administrator, the unit member may choose to receive compensation on a timecard (up to 14 hours for full day reassignment/relocation or 2 hours per period of reassignment/relocation) for work outside the duty day in lieu of release time.

H. Shared Assignments

I. Preschool Teachers and Preschool Associate Teachers

J. Junior Reserve Officer Training Corps (ROTC) Instructors

Article 12: Evaluations



E. Evaluation Phase

1. Permanent unit members shall receive a formal written evaluation at least once every other school year.
 - a. Permanent unit members who have served in the District for more than ten(10) years and have received three (3) consecutive evaluations in permanent status indicating they meet or exceed standards shall be evaluated at least once every four (4) years.

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

5. All unit members who do not have a preparation period and are required to provide course work for a student on Independent Study and/or Home Hospital shall be compensated \$50.00 for each week (5 student days), that the student is absent from class.

Article 13: Hours and Adjunct Duties



A. Duty Day

5.

- a. Teachers with Independent Study and/or Home Hospital students that extend beyond 5 student days shall be compensated at a rate of \$10 per day.
- b. For students with multiple teachers, each participating teacher shall be paid an equal proportion of the compensation.

Article 13: Hours and Adjunct Duties Continued



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.
 - a. The District shall endeavor to allow unit members to have access to their work space five (5) consecutive work days, during normal work day hours prior to the beginning of the first teacher report day of the school year.

Article 14: Safety



D. The Association shall appoint three (3) representatives to the District Safety and Health Committee: one (1) high school teacher, one (1) middle school teacher, and one (1) elementary school teacher.

1.The District Safety and Health Committee shall meet a minimum of four (4) times per school year with a mutually agreed upon calendar.

E. The District shall provide each school site administration with access to a work order system for the purpose of correcting unsafe conditions.

F. The District shall comply with provisions of the law with regard to safety issues.

G. The District shall provide assistance in moving classroom materials upon any relocation requested by district or site administration.

Article 15: Leaves



B. Personal Necessity Leave

1. Personal Necessity Leave is limited to a maximum of eleven (11) 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; vor
- 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 Superintendent or designee. The reason for the Personal Necessity Leave shall be documented on the unit member's Leave Request form.

Article 15: Leaves Continued



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

f. Inability to reach the work site because of natural disasters or other circumstances clearly beyond the control of the unit member.

Unit members shall not claim Personal Necessity Leave under Section 8 4. II. 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.

Article 15: Leaves Continued



5.To the degree possible, Personal Necessity Leaves 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 Leaves taken for the following:

d.Urgent personal affairs which cannot be taken care of outside school hours.

Article 16: New Teacher Induction and Peer Assistance & Review Program



E. Consulting Teacher/Support Providers

C. Consulting Teacher/Support Provider 2

2) Consulting Teacher/Support Providers shall receive a stipend of \$2,750 beginning 2020/2021 school year per assigned participating teacher per year.

3) Site Coaches/Buddy Teacher/Special Ed Coaches shall receive a stipend of \$1,000 per assigned participating teacher per year.

Article 17: Class Size



Current Language Remains

Article 18: Summer School



Current Language Remains

Article 19 Compensation



12. B. 16.

Effective July 1 2019, 2% added to certificated salary schedule and certificated supplemental salary schedules (retroactive to 07/01/2019). Total compensation for year 2020-2021, excluding Health and Welfare, to be reopened during the 2020-2021 school year.

Retirees will get retroactive pay as well

Article 19 Compensation Continued



Retirees One time Payment:

The district also proposes a one-time payment of \$15,000 to any bargaining unit member that retires at the end of the 2019/2020 school year and meets the following criteria:

1. Has reached the age of 55 on or before June 30, 2020
2. Has 25 years or more of service and in Apple Valley Unified School District on or before June 30, 2020.
3. Has notified the Assistant Superintendent of Human Resources of their intent to retire on or before June 30, 2020

Article 19 Compensation Continued



13B. Initial Health and Welfare cap of \$16,950 Effective 07/01/2020

B Salary 15. Total compensation package shall be reopened for negotiations in years two and three (2020-2021 excluding Health and Welfare, 2021-2022) of this collective bargaining agreement.

Article 20: Extra Curricular Positions



Current Language Remains

Article 21: Contrary to Law



Current Language Remains

Article 22: Organizational Security



Current Language Remains

2021-2022 What we want to work on.....



- ★ Pay Scale Increase
- ★ Class Sizes/Counselor Sizes
- ★ Retirement Insurance/Retirement Incentives
- ★ Elementary Prep Period
- ★ Ad Hoc Committees
- ★ Grievances
- ★ Keenan Contractual Language
- ★ PD Payment Language

Questions?

Regarding this Presentation and Articles only



Email questions to AVUTA.pres@gmail.com by 7/24/2020 at 5:00 p.m. (Kristy will only answer questions regarding this contract ratification).

Timeline

Regarding this Presentation and Articles only



- ★ Questions Presentation will be emailed on 7/26/2020
- ★ Ratification Survey Vote will be out from 7/27-7/28. Please vote!
- ★ Ratification Vote will go to the Board 8/6/2020
- ★ Retroactive payments will be on Sept Paycheck