



ALHAMBRA
UNIFIED SCHOOL DISTRICT

ATA CONTRACT

AGREEMENT BETWEEN

ALHAMBRA UNIFIED SCHOOL DISTRICT

AND

**ALHAMBRA TEACHERS ASSOCIATION
CALIFORNIA TEACHERS ASSOCIATION
NATIONAL EDUCATION ASSOCIATION**

CONTRACT PERIOD

SEPTEMBER 1, 2021 - AUGUST 31, 2024

TENTATIVE AGREEMENT

THIS TENTATIVE AGREEMENT, made and entered into this 24th day of March 2022, by and between the ALHAMBRA UNIFIED SCHOOL DISTRICT ("District"), whose address is 1515 West Mission Road, Alhambra, California 91803, and the ALHAMBRA TEACHERS ASSOCIATION/CALIFORNIA TEACHERS ASSOCIATION/NATIONAL EDUCATION ASSOCIATION ("Association"), whose address is 3030 West Main Street, Alhambra, California 91801.

This agreement shall remain in full force and effect from September 1, 2021 through August 31, 2024.

ASSOCIATION

Ralph Demey
Ann Bury
Katali Lora
Blanca Lora-Martin
Cindy Vernon
Dad Sr
JES

DISTRICT

John Hill
Sean
Linda
Janet Hill
Dad Sr
Stephane Richardson
Michele Yamarone

Date: March 24, 2022

Date: March 24, 2022

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TEACHERS ASSOCIATION
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DEFINITIONS

1. Unit Member refers to any certificated employee who is included in the appropriate unit as defined in Article I (Recognition) and therefore by the terms and provisions of the Agreement.
2. Board refers to the Board of Education of the Alhambra Unified School District.
3. Days means work days during which a unit member is required to perform assigned duties and responsibilities, unless otherwise specified.
4. Daily Rate of Pay means the unit member's annual salary divided by the number of days required to perform assigned duties and responsibilities.
5. Hourly Rate of Pay means the daily rate of pay divided by six (6), except for a special duty assignment.
6. Temporary Unit Member is a unit member on an individual contract who is employed pursuant to Education Code Sections 44909 (categorical), 44917 - 44920 (temporary), or who is employed in a position which would be filled by a tenured or probationary unit member except for the fact that such unit member is on an authorized leave of absence. Tenured or probationary unit members assigned from the District's General Fund to Categorically Funded Projects shall be deemed to be on an authorized leave of absence, but shall continue to receive all rights and benefits of a unit member assigned from the District General Fund.
7. Categorically Funded Projects means specific monies received by the District for which individual applications by the District must be made, there are definite beginning and ending dates, and specific requirements how the monies must be spent and accounted for.
8. Years of Service is defined as the number of years of service in any position or classification.
9. Year of Service means a unit member shall be in a paid status for at least fifty percent (50%) of a full-time assignment for not less than seventy-five percent (75%) of the required work days each school year. The Willie Brown Act is a pre-retirement option which allows a unit member to work a reduced workload for proportionally reduced pay and to pay into and to receive a full year of STRS credit. (See Article XX Early Retirement Incentive Plans.)
10. Classroom Teacher is a unit member whose major duty is the direct instruction of students.

1 ARTICLE I – RECOGNITION

2
3 Classroom teachers, sojourner teachers, school nurses, school librarians, school
4 psychologists, lead school psychologists, audiologists, head teacher at infant center, infant
5 center teachers, preschool teachers, instructional specialists, instructional coaches,
6 educational specialists (including AUSD SELPA), speech/language pathologists, Lead
7 Speech Language Pathologist, counselors, elementary counselors, adult school teachers
8 and counselors, temporary unit members and excluding all other positions not specifically
9 enumerated above which include, but are not limited to: superintendent, assistant
10 superintendents, principals, assistant principals, deans, administrators, assistant
11 administrators, directors, assistant directors, coordinators, assistant coordinators,
12 supervisors, assistant supervisors, managers, assistant managers, program specialists,
13 hourly certificated employees exclusive of adult school unit members, Intervention
14 Advisors, Career Tech Ed Advisors, Psych Counselor/Social Workers, Licensed Mental
15 Health Counselor and day-to-day substitutes.

16
17 ARTICLE II – MANAGEMENT RIGHTS

- 18
19 1. It is understood and agreed that the District retains all its power and authorities to direct,
20 manage, and control to the full extent of the law.
21
22 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the
23 District, the adoption of policies, rules, regulations and practices in furtherance thereof,
24 and the use of judgment and discretion in connection therewith, shall be limited only by
25 the specific and express terms of this Agreement, and then only to the extent such specific
26 and express terms are in conformance with the law.

27
28 ARTICLE III – ORGANIZATIONAL SECURITY

29 (article was deleted per TAs approved 4/3/19)

30
31
32 ARTICLE IV – ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 33
34 1. Academic Freedom

35
36 The policy of the District is that all instruction shall be fair, relevant, accurate, balanced,
37 objective and appropriate to the age and maturity of the student(s), and sensitive to the
38 community needs and values of our diverse cultures and heritages. Academic freedom is
39 essential to the fulfillment of this policy and the District acknowledges the fundamental
40 need to protect unit members from censorship or restraint which might interfere with the
41 unit member’s obligation to pursue truth in performance of their teaching functions.
42 Accordingly:

- 1 A. A unit member shall have reasonable freedom in the classroom presentations and
2 discussions, and may introduce political, religious or otherwise controversial
3 materials, provided that said material is relevant to the course of study, within the
4 scope of the law, and presented in a balanced way.
5
- 6 B. In performing teaching functions, unit members shall have reasonable freedom to
7 express various points of view on all matters relevant to the course content, in an
8 objective and balanced manner. A unit member, however, shall not utilize his/her
9 position to indoctrinate, advocate or propagandize students with personal, political
10 and/or religious views.
11

12 2. Personal Freedom
13

14 The personal life and/or sexual orientation of a unit member is not an appropriate concern
15 of the District for purposes of evaluation unless it interferes with the unit member's
16 performance of assigned duties.
17

18 3. Reasonable Use of Facilities
19

- 20 A. The Association shall have the right to reasonable use of school buildings and
21 facilities for Association business in accordance with District policies.
22
- 23 B. Authorized representatives of the Association who are not employees of the
24 District or of the Alhambra Teachers Association may enter the District's premises
25 upon clearing the District's security entry screening and notifying the school's
26 administrator of their presence.
27
- 28 C. Association meetings shall be normally held after the working hours of the unit
29 members who are required or will attend. On occasion, with the permission of the
30 site or appropriate administrator, the Association shall have the right to conduct
31 on-site activities during the regular school day if such normal activities of the
32 Association do not interfere with the regular school duties.
33

- 34 4. The Association shall make reasonable use of the District's mail service and unit
35 members' mailboxes for communication to unit members. "Reasonable use" shall mean
36 any use consistent with the law. All Association information distributed shall be
37 specifically identified as coming from the Association. A copy of all Association
38 information for unit member distribution distributed in unit members mail boxes or
39 distributed through the District mail system shall be provided to site administrators and
40 forwarded to the Superintendent at the same time as distributed to the unit members.
41

1 5. Names, addresses and telephone numbers of all members of the Association available in
2 the District's computer personnel file, who have not denied permission, shall be provided
3 to the Association on a monthly basis. The Association assumes complete responsibility
4 for the use of this personnel file
5

6 6. It is the duty and responsibility of each unit member to notify the District as soon as
7 possible of any change in name, address of principal place of residence (exclusive of
8 any post office box mailing address), and a telephone number where the unit member
9 can be reached at any time in case of emergency.
10

11 7. Upon appropriate written authorization from the unit member, the District may deduct
12 from the salary of any unit member and make appropriate remittance for annuities, credit
13 union, savings bonds, charitable donations, or any other plans or programs approved by
14 the District. The District shall transmit remittances made by payroll deduction as soon as
15 practical after the issuance of pay warrants from which the deductions are made.
16

17 8. The Association shall be entitled to eighty (80) days of unit member released time for
18 Association business each school year covered by this Agreement. No unit member may
19 be released more than ten (10) days in any one year, except for the President and the three
20 (3) Grievance Chairpersons. Cost of the substitute will be paid by the Association. Time
21 may be taken in not less than half-day increments. The District shall apply for mandated
22 cost reimbursement for all appropriate Association days. The District shall not charge the
23 Association for substitute costs for any such days or partial days for which the District
24 receives reimbursement.
25

26 9. Release Time – ATA President
27

28 A. The elected President of the Association shall be entitled to full-time release from
29 classroom or assigned duties on a yearly basis for the term of office.
30

31 B. During the period of release from duties, the President shall be subject and entitled
32 to the same terms of this agreement and state law (including Workers
33 Compensation benefits) as if still serving the position from which released. Work
34 year and work day shall be calendared by the Association within the terms of this
35 agreement and are not subject to the grievance procedure.
36

37 C. Upon return from release, the District and the President may mutually agree to a
38 placement and/or position upon the President's return from release. However, the
39 President shall be entitled to the same position (school, subject and/or grade level,
40 and classroom) as though the President had continued to serve in that position
41 during the period of the release if an agreement is not reached.
42

- 1 10. The Association shall receive copies of all public reports presented for Board
2 consideration. The Board will notify the Association of agenda items and meeting dates in
3 the same way they are required to report to other agencies.
4
- 5 11. The District shall upload the most current copy of this Agreement to the District website
6 (www.ausd.us) and hard copies upon request to the Association and its unit members.
7
- 8 12. If the District loses or misplaces a unit member's paycheck, or if the District has issued
9 an inaccurate paycheck resulting in an underpayment to a unit member, the District shall
10 pay the unit member eighty-five (85%) of the lost or misplaced check or eighty-five (85%)
11 of the underpayment within three (3) days of the date on which the paycheck was due to
12 be issued. The remaining percentage shall be paid to the unit member within twenty (20)
13 days.
14
- 15 13. The District shall afford unit members the right to Association representation guaranteed
16 by the Educational Employment Relations Act and decisions of the Public Employment
17 Relations Board (Board but not hearing officer or administrative law judge decisions), as
18 such law may change from time to time. The unit member shall be given written
19 notification of entitlement to ATA representation of his or her choice who will be
20 available to meet within three (3) days. It is the intent of the unit member or the
21 Association and the District to notify each other who is to attend the meeting at least 24
22 hours in advance. The parties agree that, at the present time, the right to representation
23 guaranteed by law includes a unit member's right to have Association representation in
24 matters which affect continuing employment in the District, in matters involving
25 discipline or dismissal of the unit member, at evaluation conferences (other than routine,
26 non-threatening conferences), or when reviewing the unit member's personnel file.
27
- 28 14. The District shall not impose reprisals against any unit member exercising rights under
29 this Agreement.
30
- 31 15. The Employer and the Association shall not discriminate against any unit member because
32 of race, color, national origin, religion, creed, age (over 40), sex, sexual orientation,
33 marital status or personal lifestyle having no effect on the unit member's performance, or
34 because of a physical handicap that does not impair a unit member's performance, with
35 reasonable accommodation. This Article shall be subject to the grievance provisions of
36 Article VII, but shall not be subject to arbitration.
37
- 38 16. New Bargaining Unit Member Orientation
39
- 40 A. The District shall inform each newly employed bargaining unit member of their
41 employment status, rights, benefits, duties and responsibilities, and other
42 employment-related matters. The District shall schedule any new bargaining unit

1 member orientation to take place during the new bargaining unit member's
2 contract year and/or day.

3
4 B. The District shall provide written notice of the date, time and location of each
5 bargaining unit member orientation/onboarding meeting, by certified or electronic
6 mail, to the Association president or designee no later than ten (10) days in
7 advance of the orientation/onboarding meeting. In the event the District is unable
8 to comply with the stated advance notice, the District shall, at the request of the
9 Association, reschedule the orientation/onboarding meeting and provide the
10 advance notice. If, however, the District provides proof that there was an urgent
11 need critical to the employer's operations that was not reasonably foreseeable, the
12 Association shall be provided as much notice as possible.

13
14 C. The Association shall be provided no less than thirty (30) minutes of uninterrupted
15 time to communicate with bargaining unit members at all new bargaining unit
16 member orientations/onboarding meetings. Such time will not be provided at the
17 end of a meeting day unless the Association requests to be placed at the end of the
18 agenda. District administration will excuse themselves during Association time.

19
20 D. The Association is entitled to invite CTA staff to the Association portion of new
21 bargaining unit member orientations/onboarding meetings and will have access to
22 District audio visual equipment for Association presentations if available.

23
24 17. Bargaining Unit Member Information

25
26 A. The District shall provide the Association president or designee notice of any newly hired
27 bargaining unit employee within ten (10) days of hire, via an electronic mail, including
28 full legal name, date of hire, classification and site.

29
30 B. On the first work day of every month during the school year the District shall deliver to
31 the Association president or designee in Excel format the following information for all
32 bargaining unit members, including new bargaining unit members:

- 33
34
- 35 • Name
 - 36 • Home Address
 - 37 • Phone Numbers – work, home and cellular
 - 38 • School Site
 - 39 • Date of Hire
 - 40 • Seniority Date
 - 41 • Full-time Equivalent (FTE) status
 - Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

- Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)
- Indication of any Unit Member on Leave of Absence

C. The District and Association will work together to get data on the deduction of dues for membership.

D. If AB119 is amended or repealed, the Agreement shall be conformed to be consistent with such amendment or repeal.

18. Promotion of Member Communication and Harmonious and Effective Site Relations

Association representatives and site administration shall meet regularly to communicate member concerns and/or suggestions and to collaboratively engage in problem solving.

ARTICLE V – CONTINUANCE OF WORK

1. The Association recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so.

2. A unit member who fails for any reason to fully perform assigned duties and responsibilities or attempts to interfere with the assigned duties and responsibilities of other employees, shall be in direct violation of this Agreement and shall be subject to such actions as the Board may determine.

ARTICLE VI – NEGOTIATION PROCEDURES

1. By March 1st of the contract year in which this Agreement terminates, the Association shall present a written initial proposal to the Board of Education. On or about March 15th, both parties shall meet and agree upon the timeline and protocols for negotiations. Negotiations and any reopeners shall begin by May 1st of the contract year.

2. Either party may utilize the services of outside consultants.

3. Negotiation sessions shall take place at a mutually-agreeable location within a reasonable time after receipt of a written request.

4. The Association shall designate six (6) or more (by mutual agreement) representatives who shall each receive a reasonable number of hours of released time without the loss of compensation for preparation and attendance at negotiation sessions.

- 1 5. When negotiations are mutually scheduled outside the regular school work year of any
2 authorized negotiating unit member, preparation for and attendance at the negotiation sessions
3 shall be paid for at the summer school daily rate. The District shall apply for mandated cost
4 reimbursement for all appropriate negotiation expenditures. The Association will pay for the
5 unit member negotiators' salaries which were not reimbursed by the State.
6
- 7 6. The Association recognizes the Board as the duly elected representatives of the people and
8 agrees to negotiate only with the Board through the negotiating agent or agents officially
9 designated by the Board to act on its behalf.
10
- 11 7. Tentative conditional agreements reached by both parties during negotiations shall be reduced
12 to writing and statements of the agreed upon Articles shall be dated and initialed by both
13 parties. Final agreement on any matter in negotiations is reached only when the parties have
14 tentative agreement on all matters in negotiations.
15

16 ARTICLE VII – GRIEVANCE PROCEDURES

17

18 1. Section I

19

- 20 A. A Grievance is a formal written allegation by a grievant that he/she has been adversely
21 affected by a violation, misapplication or misinterpretation of a specific provision of this
22 Agreement. Actions to challenge or change the policies of the District as set forth in the rules
23 and regulations or administrative regulations and procedures must be undertaken under
24 separate legal processes. All matters for which a specific method of review is provided by
25 law, by the rules and regulations of the Board, or by the administrative regulations and
26 procedures of the District are not within the scope of this procedure.
27
- 28 B. 1) The Association may be the grievant for any grievances arising out of this contract.
29 This provision shall not expand the definition of a grievance (Definitions) as set forth
30 in Article VII.1.A.
31
- 32 Association grievances shall be discussed first with the immediate supervisor/principal
33 within fifteen (15) days from the time the Association knew or should have known
34 of the circumstances which form the basis for the grievance. If the grievance is not
35 resolved the matter shall be reduced to writing by the Association and submitted to
36 the Superintendent/designee within fifteen (15) days of the time of the formal
37 discussion with the supervisor/principal in order for the grievance to proceed.
38
- 39 2) Group Grievance. If the same grievance, or essentially the same grievance, is filed
40 by more than one unit member, then one unit member may process the grievance
41 under this Article on behalf of the other grievants. The final determination of that
42 grievance shall apply to the other pending grievances. Any dispute as to whether

1 certain grievances are group grievances may be submitted to arbitration, as provided
2 in this Article.

- 3
- 4 C. The immediate supervisor is the administrator having immediate jurisdiction over the
5 grievant who has been designated by the Superintendent to adjust grievances.
6
- 7 D. Meetings for the processing of grievances shall be scheduled at times which will not interfere
8 with the regular working hours.
9
- 10 E. The grievant shall be present at all grievance meetings and hearings and may be accompanied
11 by representation of his/her selection who will be available within three (3) working days.
12 After Level II, the grievant must have the concurrence of the Association to proceed to
13 Level III. At Level III, the grievant will be represented by the Association. The Association
14 will be given an opportunity to file a written response to any proposed settlement for the
15 resolution of grievance proposed by the District prior to its being given to the grievant.
16 Such response by the Association must be within five (5) days of the receipt of the District's
17 proposed resolution. Any timelines affected by such actions will be extended up to five (5)
18 days.
19
- 20 F. The District may be represented at all grievance meetings and hearings.
21
- 22 G. Failure by the District at any step of this procedure to communicate the decision to a grievant
23 within the specified time limits shall permit lodging an appeal at the next step of the
24 procedure. Failure by the grievant to appeal a decision within specified time limits shall be
25 deemed an acceptance of the last decision of the District.
26
- 27 H. The time limits specified in the procedure may be extended, in any specific instance, by
28 mutual agreement in writing.
29
- 30 I. Grievances filed by the Association shall be governed by Section III, Level I, except the
31 grievance will be filed directly with the Superintendent. Grievances filed by the Association
32 for Article XIII (Staffing-Class Size), as indicated in Paragraph 2., are to be filed with the
33 Principal instead of directly with the Superintendent.
34
- 35 J. Decision rendered at Levels I and II of the grievance procedure will be transmitted in writing
36 to the Association. Time limits for appeal provided at each level shall begin the day following
37 receipt of written decision by the Association.
38
- 39 K. All original documents dealing with the processing of a grievance shall be filed separately
40 from the personnel files of the participants and kept in the Human Resources Division. Any
41 grievance document shall be kept confidential.
42

1 L. Neither the Association nor the District shall make any reprisals against any participant in the
2 grievance procedure.

3
4 M. The District shall post a copy of the grievance procedure at each site.
5

6 2. Section II
7

8 A. Unit members who are designated by the Association for the purpose of processing grievances
9 shall receive time off from their duties subject to the following conditions:
10

11 1) Within thirty (30) days following the signing of this Agreement, the Association
12 will designate in writing to the Superintendent an agreed upon, reasonable number
13 of unit members who are to receive time off.
14

15 2) Twenty-four (24) hours prior to release from duties for grievance processing, the
16 designated representative shall inform the immediate supervisor in order for a
17 substitute to be obtained, if one is necessary.
18

19 3) Time off shall be limited solely to representing a grievant in a conference with
20 an appropriate administrator or attendance at a grievance hearing.
21

22 3. Section III
23

24 A. Level I
25

26 1) A unit member who believes he/she has a grievance shall present the grievance
27 in writing on the approval form to the site supervisor within fifteen (15) days after
28 the unit member knew or should have known of the circumstances which form the
29 basis for the grievance. Failure to do so shall render the grievance null and void.
30

31 2) This statement shall be a clear, concise statement of the circumstances giving rise
32 to the grievance, citation of the specific article, section and paragraph of this
33 Agreement that is alleged to have been violated, and the specific remedy sought.
34

35 3) The supervisor shall communicate his/her decision to the grievant in writing within
36 fifteen (15) days after receiving the grievance.
37

38 B. Level II
39

40 1) If the grievant is not satisfied with the decision at Level I, he/she must, within ten (10)
41 days, appeal the decision on the approval form to the Superintendent or
42 designee.

- 1 2) This statement shall include a copy of the original grievance, the decision rendered,
2 and a clear, concise statement of the reasons for the appeal.
3
4 3) The Superintendent or designee shall communicate his/her decision in writing to the
5 grievant within ten (10) days after receiving the grievance.
6

7 C. Mediation
8

- 9 1) If the grievant and/or the Association is not satisfied with the disposition of the
10 grievance, or if no disposition has occurred pursuant to the provisions of Level II,
11 the grievant may request, within ten (10) days after receiving the decision, that the
12 Association submit the grievance to grievance mediation.
13
14 2) The Association may request that a conciliator/mediator from the California
15 State Mediation/Conciliation Service, or from any other mutually agreeable
16 recognized dispute resolution center, be assigned to assist the parties in the resolution
17 of the grievance.
18
19 3) The mediator, within ten (10) days of the request, shall meet with the grievant, the
20 Association and the District for the purpose of resolving the grievance.
21
22 4) If an agreement is reached, the agreement shall be reduced to writing and shall be
23 signed by the grievant, the Association, and the District. The agreement shall be
24 non-precedent setting and shall constitute a settlement of the grievance.
25
26 5) In the event that the grievant, the Association and the Superintendent or his/her
27 designee have not resolved the grievance with the assistance of the conciliator/
28 mediator within ten (10) days from the first meeting held by the conciliator/mediator,
29 the Association may terminate Level III and the grievance may proceed to arbitration.
30

31 D. Level III
32

- 33 1) If the grievant is not satisfied with the decision at Level II, the grievant may request,
34 within ten (10) days after receiving the Level II decision, that the Association submit
35 the grievance to an arbitrator. The Association shall notify the Superintendent in
36 writing within ten (10) days after the receipt of the request from the grievant that the
37 grievance will be submitted to an arbitrator.
38
39 2) The Association and the District shall first attempt to agree upon an arbitrator from
40 the names suggested by each party.
41

- 1 3) If no agreement can be reached after five (5) days, either party may request a list of
2 seven (7) names of arbitrators provided by the Federal or State Conciliation and
3 Mediation Service.
- 4
- 5 4) Either party may request a second list of names if the first list of arbitrators is not
6 acceptable.
- 7
- 8 5) The parties then shall select an arbitrator by alternately striking names. The first party
9 to strike shall be determined by a flip of a coin.
- 10
- 11 6) The fees and expenses of the arbitrator shall be shared equally by the District and
12 Association. All other expenses, except as specified in Paragraph 1 E, of this Article,
13 shall be borne by the party incurring them. The hearing shall be held in a mutually-
14 agreed-upon location.
- 15
- 16 7) The arbitrator shall not make any decision to alter, amend, change, add to, or subtract
17 from any of the terms of this Agreement, but shall determine only whether or not there
18 has been a violation, misapplication or misinterpretation of a specific provision of this
19 Agreement, as filed in Level II by the grievant. The written decision of the arbitrator
20 shall be based solely upon the evidence and arguments presented by the respective
21 parties in the presence of each other, and upon written post-hearing briefs of the
22 parties, if any.
- 23
- 24 8) If any questions arise as to the arbitrability of the grievance, such question(s) shall be
25 ruled upon by the arbitrator.
- 26
- 27 9) By mutual agreement of both parties, expedited arbitration rules may be used.
- 28
- 29 10) The decision of the arbitrator shall be in writing. The decision of the arbitrator shall
30 be deemed final and binding on all parties.
- 31

32 ARTICLE VIII – UNIT MEMBER WORKING CONDITIONS

- 33
- 34 1. A. Educational Equipment, Facilities, and Supplies
35 The District shall provide educational equipment, facilities, and supplies necessary to
36 carry out the educational program of the District. In the event such equipment,
37 facilities, and/or supplies are not available, the administration will give reasons in
38 writing for the inability to provide, and a timeline for correction, within five (5) days
39 of receipt of the unit member’s written concerns. This does not preclude the unit
40 member’s right to due process.
- 41
- 42

1 B. Budgeting Instructional Supply Monies

2 Elementary classroom unit members, Century High School unit members,
3 Independence High School unit members, and high school department heads shall be
4 involved in the decision making process of budgeting instructional supply monies.

5
6 C. Interdepartmental Teachers

7 The principal shall work with department heads to minimize the number of rooms to
8 which interdepartmental teachers are assigned during a work day.

9
10 D. Custodial Services

11 The District shall provide adequate custodial services to maintain a safe and clean
12 environment conducive to providing educational services. A schedule of custodial
13 services will be posted at each site at a centralized location.

14
15 2. Facilities for Staff

16 The District shall make available in each school: lunchroom, restroom, and lavatory facilities
17 for staff use, and at least one room which shall be reserved for use as staff lounge. The
18 District shall be smoke-free.

19 3. Telephone Facilities

20 Telephone facilities shall be made available to unit members for their reasonable use. For
21 professional situations in which confidentiality is necessary, the site administrator will attempt
22 to make available appropriate telephone facilities. Personal calls which incur additional cost
23 to the District will be reimbursed to the District by the unit member.

24
25 4. SLPs and Psychologists – Telephone and Office Space

26 Psychologists shall have available on each campus, telephone and office space which provide
27 for confidentiality. The District shall make a reasonable effort to provide work space
28 appropriate to the program of each Speech/Language Pathologist.

29
30 5. Traveling Unit Members

31 Traveling unit members shall be given one (1) day notice (except in an emergency situation),
32 if their normal room assignment has been altered.

33
34 6. Counselors and Nurses – Duty-Free Lunch

35 Counselors and nurses shall consult with their site administrators to schedule their duty-free
36 lunch period, but it is understood that the District may require some or all counselors and
37 nurses to be on duty during this period in time of emergencies.

38
39 7. Educational Specialists – Extra-duty Pay

40 Educational Specialist unit members assigned to deliver Specialized Academic Instruction
41 shall receive fifty (50) hours of extra duty pay at the District hourly rate.

1 Based on needs and mutual agreement, Educational Specialists can request sub release time
2 during their contract day, as needed. Such a request shall not be unreasonably denied. In the
3 event a request is denied, the case carrier can appeal to the office of Educational Services.
4

5 8. A. Substitutes for Counselors

6 Counselors absent for five (5) or more days shall be provided with credentialed
7 substitutes from within the District, commencing with the fifth day of absence.

8 If the unit member knows that the absence will extend beyond four (4) days and so
9 notifies the District, a substitute shall be provided beginning the first day of absence.
10

11 B. Substitutes for Psychologists

12 School Psychologists absent for an extended period shall, upon request, be provided
13 with a properly credentialed substitute provided such substitutes are available.

14 C. Substitutes for High School Nurses

15 Substitutes shall be provided for high school nurses provided such substitutes are
16 available.
17

18 D. Secondary Classroom Teachers – Covering a Class

19 From time to time, a secondary classroom teacher may be requested to cover a class
20 during an assigned preparation period. Compensation shall be at the extra hourly
21 assignment rate. It is understood that such agreements are to be occasional in nature
22 and entirely voluntary. Teachers shall not be subject to coercion to accept
23 assignments.
24

25 E. RSP Teachers - Substituting

26 Elementary RSP teachers shall not be required to deny RSP services to students or lose
27 preparation time in order to substitute in a regular classroom.
28

29 F. Speech/Language Pathologists – Home Teaching

30 Speech/Language Pathologists shall not, as part of their regular workday assignment,
31 be required to provide speech/language therapy to children on home teaching. If a
32 student, as part of an ongoing IEP, requires SLP services, the SLP will be paid at the
33 hourly rate.
34

35 G. Substitutes for Speech/Language Pathologists

36 Upon request, Speech/Language Pathologists shall be provided with substitutes if such
37 substitutes are available.

38 9. Required Paperwork

39 Required paperwork by teachers shall include government or District/site mandated forms
40 including documents deemed necessary to demonstrate student progress. Site administrators
41 shall work collaboratively with unit members to provide opportunities for
42 teachers to complete required paperwork.

1
2 10. Student Packets

3 Within ten (10) working days of the opening of school, classroom teachers shall be provided
4 with complete individual student packets containing information/emergency forms, which
5 will be sent home.
6

7 11. Number of Sections for Each Department – High School

8 The suggested number of sections for each department within the high school will be allocated
9 in the master schedule based on the following:
10

- 11
12 A. pre-enrollment figures;
13 B. estimated number of pre-enrolled students not returning;
14 C. estimated number of new students registering in the fall; and
15 D. average number of sections needed for each department based on the past three (3)
16 years' experience.
17

18 12. Planning and Preparation of Daily Lessons

19 Classroom teachers are responsible for the planning and preparation of daily lessons to meet
20 the needs of their students. Lesson plans are to be maintained for the use of the individual
21 teachers and are to be accessible to site/program administrators in the format determined by
22 the teacher. A written lesson plan must be available for substitutes. Temporary, probationary,
23 and permanent teachers may have their lesson plans formally reviewed as part of the evaluation
24 process. It is understood that lesson plans shall reasonably comport to District standards and
25 may reflect individual teaching styles and methods.
26

27 13. Instructional Plans - (Lesson Plans)

28 Non-tenured teachers who are newly hired for the academic year 2003-2004 and after, and
29 Referred PAR participants entering the PAR Program beginning with the academic year 2003-
30 2004, shall develop written instructional plans. These plans shall include the elements of
31 content standards, materials, activities and assessment techniques. The plans may be written to
32 cover daily, weekly, monthly, semester and/or units of a topic as determined by the teacher.
33 The plans shall be on forms jointly agreed by the Association and the District. Site
34 administrators may make recommendations for modification of the plans. Unit members may
35 be required to rewrite or revise instructional plans only if they do not comport to grade
36 level/content standards. The instructional plans are intended only for the purpose of assisting
37 the teacher in the preparation and delivery of a quality educational program which comports to
38 the stated goals and objectives of the District. Professional courtesy shall be exercised in
39 interpreter during the examination.
40
41
42

1 14. Interpreters – Physical Examinations

2 The District shall make a reasonable effort to provide a list of interpreters who may be
3 scheduled by the nurse as needed for physical examinations. The nurse shall be responsible for
4 obtaining parental consent for the presence of the interpreter during the examination.
5

6 15. Newly Employed School Nurses

7 Each newly-employed school nurse shall, during the first year of employment, be provided up
8 to three (3) days to work with an experienced school nurse for the purpose of orientation and
9 training. These days shall be scheduled by mutual agreement between the newly-employed
10 nurse, the experienced nurse, and the Lead Nurse.
11

12 16. Rights of Handicapped Unit Members

13 The District will comply with Federal and State statutes in regard to the rights of handicapped
14 unit members.
15

16 17. LEA-MediCal/MAC

17 The LEA-MediCal/MAC categorical funds generated by unit members shall be used by the
18 District in accordance with the recommendations of the Advisory Committee. Input shall be
19 solicited from those unit members generating funds to assist them in the carrying out of their
20 duties. Such funds may be used to hire additional unit members, support staff, provide training,
21 and/or purchase equipment, materials and supplies. The hiring of nurses and/or support staff for
22 existing TK-12 programs shall be the priority expenditure for funds generated
23 by support services.
24

25 18. Site Faculty Handbooks

26 Site faculty handbooks will be in accordance with the contract.
27

28 19. Relocation at Same School Site - (Moving)

29 When it is necessary for unit members to relocate at the same school site, meaningful input
30 from affected parties shall be included in the decision. When possible, the administrative
31 decision shall be announced at least ten (10) days in advance of the relocation.
32

33 When relocation or transfer occurs, the unit member may request and shall be provided with
34 reasonable assistance to move district property such as, but not limited to: boxes, tape, and/or
35 physical assistance with de-cluttering/disposal, packing, transporting, and unpacking.
36

37 20. Special Education Committee

38 The District and the Association will establish a Special Education Committee for
39 ongoing and interactive dialogue regarding issues and concerns dealing with the
40 special education program. The District and Association will each select five (5)
41 representatives to serve on this committee. The committee will meet twice each school year.
42

1 ARTICLE IX – PERSONNEL FILES

2
3 1. A unit member shall be permitted to review and obtain a copy of the materials in the unit
4 member’s personnel file which serve as the basis for current employment. The review of
5 material is not to include ratings, reports, or record which were:

- 6
7 A. obtained prior to employment;
8 B. prepared by an identifiable examination committee member;
9 C. were obtained in connection with a promotional examination; or
10 D. confidential files from a school or provide placement office.

11 1. The term personnel files shall refer to material maintained by the central District Administration
12 Office. Duplicate files maintained by an administrator are governed by the same access rights as
13 permanent files maintained centrally. (This does not include personal notes kept solely to
14 refresh the memory of the person making the note as long as they are kept private.)

15
16 3. A unit member may examine his/her own personnel record file except for the ratings, reports
17 and records referred to in Paragraph 1 above. Such inspection will take place in the office
18 where the files are maintained, during normal business hours, and in the presence of the
19 administrator who is responsible for maintaining the files. A unit member who requests time
20 to prepare a written response to such files must have prior approval of the immediate
21 administrator. Released time for this purpose shall be at a location designated by the
22 administrator in charge of the files. Unit members shall have the right to authorize, in writing, a
23 representative to examine their personnel files and obtain copies of items within the files at their
24 own expense.

25
26 4. Access to personnel files by persons other than the unit member or his/her authorized
27 representative is restricted to administrators and the Human Resources Division employees on a
28 need-to-know basis and to persons having legal court orders. In either case, the review will be
29 made in the presence of the administrator who is in charge of the files. The District shall
30 maintain a log in each unit member’s personnel file, and shall record the names and dates of all
31 persons viewing a file, except for Human Resources Division employees performing routine
32 duties.

33
34 5. All material of a derogatory nature or which could possibly adversely affect the unit member’s
35 employment, including evaluation, assignment, discipline, or dismissal, must be signed and
36 dated by the originating person. Anonymous documents, letters, or other materials shall not be
37 filed. Information of a derogatory nature shall not be entered into the personnel file or used as a
38 basis for employment action unless and until the unit member has acknowledged receipt, has
39 been given an opportunity to review the material, and has received a copy thereof.

- 40 A. A unit member has the right to attach comments to any such derogatory material.

1 B. A unit member may request material of a derogatory nature be amended, or not placed
2 at all, in the personnel file.

3
4 1. Such request shall be made in writing within ten (10) days after notification,
5 clearly setting forth the reasons for disagreement.

6
7 2. The Superintendent or designee shall conduct an investigation of the
8 authenticity and accuracy of the material, and issue a decision in writing
9 to the unit member within twenty (20) days, to either make any corrections
10 deemed necessary or to refuse to amend the record.

11
12 3. The written reasons for denial of leaves of absence, voluntary transfers, and the
13 like shall not be considered derogatory information for the purpose of this
14 article. These reasons are not grievable and shall not be placed in the personnel
15 file.

16
17 6. A. After a unit member is given notice that material of a derogatory nature is going to
18 be placed in his/her personnel file and had been given an opportunity to review and
19 comment thereon, the material becomes a part of the unit member's permanent
20 personnel file. The unit member's written response shall be attached to the derogatory
21 material and shall be placed in the personnel file within ten (10) days of
22 receipt. The unit member shall be notified of the receipt and placement within ten
23 (10) days.

24
25 B. Upon the request of a unit member, derogatory material contained in the personnel
26 file will be sealed four (4) years after inclusion in the file. Material so sealed may
27 be reviewed only in special circumstances, after written notice to the unit member
28 and in the presence of the unit member.

29
30 7. The unit member's official evaluations shall be placed in the unit member's file as
31 submitted in accordance with the provisions of Article XVII (Evaluation Procedures),
32 and are not subject to the review provisions of this Article nor may they be removed for
33 any reason, except as provided in Paragraph 6.B. above.

34
35 ARTICLE X – LEAVES OF ABSENCE

36
37 1. General Provisions and Definitions

38
39 A. Unit members on paid leave of absence, unless otherwise provided herein, shall
40 receive wages, salary step advancement, health and welfare coverage, and retirement
41 credit (as provided by the California Education Code) in the same amounts as if they
42 were not on leave. Those unit members who go on an unpaid leave of absence during

1 any regular monthly pay period shall receive their health and welfare coverage for the
2 balance of that pay period. Thereafter, they shall be allowed on continued coverage
3 pursuant to the terms of the insurance plan selected at their own expense, provided that
4 they made advance payments of the premium in a manner reasonably required by the
5 District. Anytime a leave is denied, the unit member shall be provided, upon request,
6 a written reason for the denial within a reasonable time. Such reasons are not
7 grievable and shall not be placed in the unit member's personnel file.

8
9 B. A leave of absence protects the unit member by holding a position in the District for
10 the unit member in accordance with law until the leave expires, and by retaining for
11 the unit member for one (1) year the right to return to the District in a position of the
12 same position classification at the conclusion of the leave. Position classifications are
13 those positions defined for unit members in Article I (Recognition).

14
15 C. A unit member returning from a leave that was granted for a specific length of time
16 shall report for duty at the conclusion of the leave or shall be deemed to have resigned
17 from the District. If the return date is at the beginning of the year, said notice shall be
18 given to the unit member by the District on or before the preceding March 1. If the
19 return date is during the school year, the District shall notify a unit member granted
20 such leave at least forty-five (45) calendar days prior to the date of return. The failure
21 to report for duty on the specified date shall be deemed a resignation. The notice shall
22 be by certified mail at the unit member's current mailing address on file with the
23 District, and unit member must notify the District within thirty (30) calendar days that
24 the unit member intends to return from leave or the unit member shall be deemed to
25 have resigned.

26
27 D. After each absence under this Article, except Item F, a unit member shall file a
28 statement, provided by the District, specifying the reason for the absence.

29
30 E. A unit member, whose absence under this Article exceeds five (5) consecutive days,
31 shall, at the request of the District, provide a statement from a licensed physician or
32 practitioner or other appropriate source verifying the reason for the absence.

33
34 F. It shall be the prerogative of the District to require verification of any absence of
35 less than seven (7) consecutive days if the District has reason to believe that the
36 purpose of the leave has been abused.

37
38 G. By October 31st of each year, the District shall provide each unit member with a written
39 statement of accrued sick leave as of June 30 of the previous year and the entitlement
40 for the current year. If the unit member does not indicate within fifteen (15) days after
41 the receipt of the statement that he/she believes that statement is incorrect, the record
42 will stand as correct.

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2. Illness or Injury Leave

- A. A unit member employed five (5) days a week during the regular school year shall be entitled to ten (10) days leave of absence for illness or injury, exclusive of all days not required to render service. A unit member employed for less than five (5) school days a week shall be entitled to that proportion of ten (10) days leave of absence for illness or injury as the number of days employed per week bears to five (5) school days. Unit members employed longer than the regular one hundred eighty-two (182) day work year shall be entitled to proportionate leave for injury or illness for the extra days work. Pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the unit member and such leave of absence may be taken at any time during the school year. If such unit member does not take the full amount of leave allowed in any school year the amount not taken shall be accumulated from year to year.
- B. Unit members who are absent for illness or injury and have used up the total number of days of current and accumulated illness or injury leave shall receive fifty percent (50%) of their regular salary during an additional period of absence on account of one particular illness or injury. The additional period of absence shall be a maximum of one hundred (100) days.
- C. Unit members who are absent because of illness or injury or who have been hospitalized causing an absence for any day, may be required to submit to the District a medical report signed by the attending physician stating that the physical and/or medical condition causing the absence or hospitalization has been resolved to the degree that the unit member can fully execute the requirements of assigned duties and responsibilities.
- D. Nothing in this provision or any other provision of this Agreement shall preclude the Superintendent or designee from requiring a unit member to have a medical examination by a physician designated by the Superintendent or designee, at the District's expense, to determine if the unit member can fully execute the requirements of assigned duties and responsibilities.

3. Industrial Accident or Illness Leave

- A. A unit member who is absent because of any injury or illness which arose out of and in the course of employment shall be paid such portion of the salary due for any month in which the absence occurs as, when added to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment of not more than

1 full salary. The phrase “full salary” as utilized in this subdivision shall be computed so
2 that it shall not be less than the unit member’s “average weekly earnings” as that phrase
3 is utilized in Section 4453 of the Labor Code. For purposes of this section, however,
4 the maximum and minimum average weekly earnings set forth in Section 4453 of the
5 Labor Code shall otherwise not be deemed applicable.
6

- 7 B. Industrial accident or illness leave shall commence on the first day of the absence.
8
- 9 C. Allowable leave shall be for sixty (60) days in any one fiscal year for the same accident
10 during which the schools of the District are required to be in session or when the unit
11 member would otherwise have been performing assigned or authorized work for the
12 District.
13
- 14 D. When an industrial accident or illness leave overlaps into the next fiscal year, the unit
15 member shall be entitled to only the amount of unused leave due for the same illness or
16 injury. Upon termination of the industrial accident or illness leave, the unit member
17 shall be entitled to the benefits provided in other appropriate provisions of the
18 Agreement. For the purposes of these provisions the unit member’s absence shall be
19 deemed to have commenced on the date of termination of the industrial accident or
20 illness leave, provided that, if the unit member continues to receive temporary disability
21 indemnity, he/she may elect to take as much accumulated sick leave which,
22 when added to temporary disability indemnity, will result in a payment of not more
23 than full salary.
24
- 25 E. Allowable leave shall not be accumulated from year to year.
26
- 27 F. Industrial accident or illness leave shall be reduced by one day for each day of
28 authorized absence regardless of a temporary disability indemnity award.
29
- 30 G. During any paid leave of absence, the unit member will endorse to the District the
31 temporary disability indemnity checks received on account of industrial accident or
32 illness. The District, in turn, shall issue the unit member appropriate salary warrants
33 for payment of the unit member’s salary and shall deduct normal retirement and other
34 authorized contributions.
35
- 36 H. Any unit member receiving benefits as a result of this provision shall, during periods of
37 injury or illness, remain within the State of California unless written authorization of
38 the Superintendent authorizes travel outside the State.
39
40
41
42

1 4. Act of Violence Leave

- 2
- 3 A. If the unit member was physically injured during an act or acts of violence related to
4 and during the performance of assigned duties, then Industrial Accident or Illness
5 Leave may be extended beyond the initial 60 day period.
- 6
- 7 B. In order to qualify for such an extension the unit member must have:
- 8
- 9 1) Notified the site administrator within 24 hours of the incident if the unit
10 member was physically able to do so, and the unit member may report the
11 incident to appropriate law enforcement authorities;
- 12
- 13 2) Completed the unit member's written report and reported for treatment and/or
14 evaluation as required by Workers' Compensation procedures;
- 15
- 16 3) Applied in writing to the Superintendent, or designee, for such an extension
17 using a District form. Such application should be filed with the Superintendent,
18 or designee, as soon as the unit member sees the need for such an extension, so
19 that the District has adequate time to review and process the claim prior to the
20 effective date of the leave extension.
- 21
- 22 C. Determination whether the injury was the result of an act of violence, and whether
23 the act of violence was related to and during the performance of duties, shall be made
24 in the reasonable judgment of the Superintendent, or designee.
- 25
- 26 D. Determination whether the injury is disabling beyond the initial 60 day period of
27 Industrial Accident or Illness Leave shall be made in the reasonable medical judgment
28 of the treating physician.
- 29
- 30 E. The extended leave, if granted, shall be paid at the unit member's regular rate, and the
31 unit member's fringe benefits shall continue during the extended leave.
- 32
- 33 F. Such leave will commence after the expiration of the unit member's initial 60 days of
34 Industrial Accident or Illness Leave, and may not continue after the unit member
35 qualifies for permanent and stationary treatment under Workers Compensation or STRS
36 disability.
- 37
- 38 G. Any monies received from Workers' Compensation for the extended leave will be
39 refunded to the District.
- 40
- 41
- 42

1 5. Catastrophic Leave Bank

2
3 A. Creation and Purpose

4
5 The Catastrophic Leave Bank is a program established to allow unit members to potentially
6 help each other. The intent of this program is to provide a way that unit members who have
7 exhausted all their regular sick leave may apply for additional sick leave days from the bank
8 for a catastrophic injury or illness.

9
10 Catastrophic illness and injury shall be defined as a serious illness or injury that incapacitates
11 a unit member or a member of the unit member's family for an extended period of time
12 requiring the Catastrophic Leave Bank member to take time off from work to care for
13 himself/herself or to take care of a family member (see definition of family under Article
14 X.9.B Bereavement Leave).

15
16 Unit members who have exhausted all sick leave and who are members of the Catastrophic
17 Leave Bank may request withdrawal of additional sick days from the Bank for a catastrophic
18 illness or injury.

- 19
20 1) The Association and the District agree to create a Catastrophic Leave Bank effective
21 July 1, 2011. The Catastrophic Leave Bank shall be funded in accordance with the
22 terms of Section X.A.2 below.
23
24 2) For the purposes of this section, a "day" shall be any day a unit member is required
25 to be on duty as determined by the terms of this Agreement. The Catastrophic Leave
26 Bank does not apply to summer school, intersession or any extra teaching assignment.
27
28 3) Days in the Catastrophic Leave Bank shall accumulate from year to year.
29
30 4) Days shall be contributed to the Bank not to a specific employee and withdrawn from
31 the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank
32 participant.
33
34 5) The Catastrophic Leave Bank shall be administered by a joint committee comprised
35 of three (3) voluntary members appointed by the Association and two (2) members
36 appointed by the District.
37

38 B. Eligibility and Contributions

- 39
40 1) All unit members on active duty with the District are eligible to contribute to the
41 Catastrophic Leave Bank.
42

- 1 2) Participation in the Bank shall be voluntary. Only unit members that are current on
2 their contributions will be permitted to request a withdrawal from the Bank.
3
4 3) Contributions to the Bank must be authorized and renewed annually by the unit
5 member on the appropriate district form. Contributions shall be made each year
6 during the Medical Benefits Open Enrollment period or thirty (30) days from a new
7 employee's date of hire. The effective date of coverage shall be the first day of the
8 month following enrollment. Forms shall be returned to the Human Resources Office.
9 Membership from the Bank is revoked automatically whenever a member fails to make
10 his/her annual contribution (during Open Enrollment period.)
11
12 4) Sick leave previously authorized for contribution to the Bank shall not be returned to
13 the unit member if the unit member effects cancellation from the Bank.
14
15 5) Unit members returning from unpaid leave of absence which included the enrollment
16 period will be permitted to contribute to the Bank within thirty (30) calendar days of
17 returning to work.

18
19 Enrollment forms for the Catastrophic Leave Bank shall be available to all new unit
20 members and those unit members returning from leave.

- 21
22 6) The annual rate of contribution by each participating unit member for each school
23 year shall be the equivalent of one (1) monthly allocated sick day allowance.
24
25 a. If the number of days in the Bank falls below fifty (50) days, the Joint
26 Committee will open an additional period of ten (10) days during which
27 current Catastrophic Leave Bank members may contribute on a voluntary
28 basis one additional day.

29
30 Those unit members wishing to join the Bank for the first time may also
31 contribute at this time.

32
33 Failure to contribute during this additional request period from the Joint
34 Committee will not cause a Catastrophic Leave Bank member to cease
35 participation in the Bank.

36
37 If the Bank does not have sufficient days to meet a withdrawal request,
38 the Joint Committee is under no obligation to provide days and the District
39 is under no obligation to pay the unit member any funds whatsoever.

40
41 If the Catastrophic Leave Bank is terminated for any reason, the days
42 remaining in the Bank, if any, shall be returned to the then current (that

1 fiscal year) donors in a proportionate manner. Any such redistribution
2 shall be in not less than half-day units and each donor's rebate shall be
3 limited to his/her total donations to the bank.
4

- 5 b. If the number of days in the Bank at the end of the school year
6 exceeds six hundred (600) days, no contributions shall be required of
7 continuing Catastrophic Leave Bank participants for the next school year.
8 Unit members joining the Catastrophic Leave Bank for the first time or those
9 returning from leave shall be required to contribute one day to the Bank to
10 participate in the Bank.
11

12 C. Procedures for Withdrawal of Days from the Bank.
13

- 14 1) Catastrophic Leave Bank participants whose sick leave or industrial accident/illness
15 leave and sick leave is exhausted may request withdrawal from the Bank for
16 catastrophic illness or injury.
17

18 There will be a ten (10) day waiting period. This waiting period must be covered
19 by the last days of sick leave, the unit members differential leave, leave without pay
20 or a combination of the leaves.
21

- 22 2) Unit members may submit requests for extensions of withdrawals as their prior
23 grants expire. Extension for a continuous illness or injury shall have no additional
24 waiting period. If the request is for an extension, an updated physician's statement
25 of the illness or injury must be presented to the Joint Committee.
26

- 27 3) Catastrophic Leave Bank members, who have exhausted all accumulated sick leave,
28 but still have differential leave available are eligible to request a withdrawal from the
29 Catastrophic Leave Bank. The District shall pay the unit member full pay and the
30 Bank shall be charged not more than one-half (1/2) day.
31

32 The receipt of a donated sick leave credit as defined herein, when combined with
33 other district income, shall not provide the recipient with a greater monthly district
34 income than he/she received immediately prior to the receipt of the catastrophic sick
35 leave.
36

- 37 4) If a reoccurrence or a second illness or injury incapacitates a member or a member of
38 the unit member's family within the same school year, it shall be deemed catastrophic
39 after five (5) consecutive days. (Thus, a unit member who used the Bank, after
40 exhaustion of sick leave, for twenty (20) days to care for the member's spouse who
41 dies of cancer, and after returning to work, suffers a heart attack, shall be deemed to
42 have a second catastrophic illness and may again withdraw from the Bank after five

1 (5) consecutive days off work).

- 2
- 3 5) Any days approved by the Joint Committee that are unused by the unit member shall
- 4 be returned to the Bank upon the unit member's return to work after the illness or injury.
- 5
- 6 6) If a unit member is incapacitated, applications may be submitted to the Joint
- 7 Committee by the unit member's representative as designated on the Catastrophic
- 8 Leave Bank enrollment form.
- 9
- 10 7) Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more
- 11 than twenty (20) days. Unit members may submit requests for extensions of
- 12 withdrawals as their prior grants expire. A unit member's withdrawal from the bank
- 13 may not exceed the statutory maximum of twelve (12) consecutive months.
- 14
- 15 8) Unit members applying to withdraw or extend their withdrawal from the Catastrophic
- 16 Leave Bank will be required to submit a physician's statement indicating the nature
- 17 of the illness or injury and the probable length of absence from work. Members of the
- 18 Joint Committee shall keep information regarding the nature of the illness confidential.
- 19 The Joint Committee may require a medical review by a physician of the Committee's
- 20 choice at the District's expense. Refusal to submit to the medical review will nullify
- 21 the unit member's application. A unit member's withdrawal may not exceed the
- 22 annual salary of the participant.
- 23

24 D. Other Provisions

- 25
- 26 1) All decisions of the Catastrophic Leave Bank Joint Committee are final and shall not
- 27 be subject to appeal, or subject to the grievance provisions of the Agreement.
- 28
- 29 2) Participation in the Catastrophic Leave Bank is completely voluntary on the part
- 30 of both donors and applicants. In order to participate in the Catastrophic Leave Bank,
- 31 the unit member must waive any and all claims against the District and/or the
- 32 Association arising from the administration of the Catastrophic Leave Program by
- 33 signing a waiver and release which reads as follows:
- 34
- 35 As a requirement of, and as consideration for my participation in the Catastrophic
- 36 Leave Bank created by Article X (Leaves of Absence) in the Agreement between the
- 37 parties, I _____, hereby waive and release any and all
- 38 claims I may now have, or may have in the future, known or unknown, against the
- 39 Alhambra Unified School District and/or the Alhambra Teachers Association in
- 40 connection with the administration of the Catastrophic Leave Bank Program.
- 41
- 42 3) Participant's donating sick leave days to the Bank should be aware that their

1 donation may impact their STRS years of service upon retirement by the number of
2 the days donated to the Program.

- 3
4 4) All proceedings and material related to the Catastrophic Leave Bank shall be strictly
5 confidential. Therefore, Joint Committee members may only disclose such
6 information as is necessary to administer this Article.
7

8 6. Pregnancy Leave
9

- 10 A. The District shall provide for leave of absence from duty for any certificated employee
11 of the District who is required to be absent from duties because of pregnancy,
12 miscarriage, childbirth and recovery therefrom. The length of the leave of absence,
13 including the date on which the leave shall commence and the date on which the unit
14 member shall resume duties, shall be determined by the unit member and the unit
15 member's physician.
16
17 B. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth and recovery
18 therefrom are, for all job-related purposes, temporary disabilities and shall be treated
19 as such under any health or temporary disability insurance or sick leave plan available
20 in connection with employment by the District.
21
22 C. Except as provided herein, written and unwritten employment policies and practices
23 of the District shall be applied to disability due to pregnancy or childbirth on the same
24 terms and conditions applied to other temporary disabilities.
25

26 7. Personal Necessity Leave
27

- 28 A. A unit member who is entitled to illness or injury leave shall be entitled to personal
29 necessity leave within the following limits and conditions:
30
31 1. The total number of days allowed in a school year under this Article shall not
32 exceed ten (10). In cases of personal necessity such as serious illness or
33 accident of an immediate family member, extended bereavement or adoption
34 of a child, a unit member may use up to 50% of the unit member's accumulated
35 sick leave. A unit member may apply to the Superintendent for up to the full
36 amount of accumulated sick leave.
37
38 2. The days allowed shall be deducted from and may not exceed the number of
39 full days of illness or injury absence which the unit member is allowed.
40
41 3. Personal necessity leave may be utilized for circumstances that are serious
42 in nature, which cannot be expected to be disregarded, which necessitate

1 immediate attention, and which cannot be dealt with during off-duty hours.

2
3 B. The days allowed under this Article shall not be used for:

- 4 1) Extension of a school holiday or vacation
5 2) Personal vacation or extension of a personal vacation
6 3) A convention, meeting, trip, or activity related to the unit member's
7 and/or unit member's spouse's vocation or avocation
8

9 C. The unit member shall notify the immediate supervisor by the preceding workday
10 that he/she intends to take personal necessity leave, except for the following reasons:

- 11
12 1) Death or serious illness of a member of the immediate family
13 2) Accident involving his/her person or property or the person or property of a
14 member of the immediate family
15 3) A situation whereby the unit member has repeatedly tried to and could not
16 contact the immediate supervisor
17

18 D. The unit member shall make every reasonable effort to comply with District procedures
19 designed to secure substitutes and shall state the expected duration of the absence.
20

21 E. Immediately upon return to active service, the unit member shall complete the
22 District's Affidavit and submit it to the immediate supervisor.
23

24 8. Bereavement Leave
25

26 A. Unit members are entitled to a bereavement leave of not to exceed five (5) days without
27 loss of salary in case of the death of a member of their immediate family. These days
28 shall be reasonably related to the death.
29

30 B. Immediate family is defined as mother, father, grandparent, or a grandchild of the
31 unit member, or of the spouse of the unit member. Spouse, son, son-in-law, daughter,
32 daughter-in-law, brother, sister, brother-in-law, or sister-in-law of the unit member,
33 significant other (someone who is uniquely and particularly important to the unit
34 member), or any relative living in the immediate household of the unit member, or any
35 other person for whom the unit member is legally responsible are considered immediate
36 family for the purpose of this article.
37

38 9. Sabbatical Leave
39

40 A. Upon recommendation of the Superintendent, the Board of Education may grant
41 sabbatical leaves to unit members subject to the following conditions:
42

- 1) The Board of Education shall annually, prior to April 1, approve the number of sabbatical leaves to be granted for the following school year. In addition, eligible unit members who are on Step 12, Column 5, of the salary schedule will be considered for leaves, provided the total number of sabbatical leaves does not exceed twenty-five percent (25%) of any District level department, high school department, or elementary school primary, middle or upper grade level.
- 2) An applicant for sabbatical leave shall have rendered service in a certificated position with the District for at least seven (7) consecutive years immediately preceding the year for which the sabbatical leave is awarded. Any approved leave of absence does not interrupt the seven (7) consecutive year requirement.
- 3) Written applications for sabbatical leave shall be submitted to the Human Resources Division no later than February 1 immediately preceding the school year for which the leave is requested. If the Superintendent deems it advisable, applications received after February 1 may be considered.
- 4) Applications for sabbatical leaves shall be referred to the Superintendent who shall make recommendations to the Board after considering each of the following:
 - a. Length of service in the District.
 - b. Purpose of leave.
 - c. Whether the applicant has previously been granted a sabbatical leave.
 - d. Other criteria deemed appropriate by the sabbatical committee.
- 5) Leaves will be granted for one (1) full school year only.
- 6) The unit member will be paid sixty percent (60%) of the salary that the unit member would have earned during the period of leave had the unit member remained on full-time duty.
- 7) If the sabbatical leave is granted for professional study or research, such study or research shall consist of not less than eight (8) semester units or twelve (12) quarter units of acceptable college credit for each semester of leave.
- 8) If the sabbatical leave is granted for travel, no travel credit will be allowed for horizontal movement on the unit member's salary schedule. The extent and nature of such travel shall have the approval of the Superintendent.
- 9) Prior to the start of the sabbatical leave, each unit member shall have a physical examination by a physician. The physician shall certify, in writing, that the unit member is in good health.

- 1 10) The unit member shall serve the District for not less than two (2) consecutive complete
2 school years immediately after returning from the sabbatical leave and shall furnish the
3 District a bond from a company approved by the District and in an amount not to
4 exceed the estimated cost of the unit member's salary and fringe benefits to indemnify
5 the District against loss if the unit member fails to meet this condition.
6 Notwithstanding this provision, the two (2) year commitment may be postponed in
7 whole or in part because of leaves which may be granted by the Board for reasons of
8 medical or compelling personal necessity.
9
- 10 11) Upon return from sabbatical leave, the unit member will be placed on the salary
11 schedule at whatever step the unit member would have been had the unit member not
12 been on sabbatical leave.
13
- 14 12) During the period of sabbatical leave, the unit member shall not accumulate illness
15 leave.
16
- 17 13) During the period of sabbatical leave, the District will continue to pay the full amount
18 of health, dental, vision and life insurance that would have been paid for the unit
19 member had the unit member not been on sabbatical leave.
20
- 21 14) During the period of sabbatical leave, the District will continue to pay normal
22 retirement contributions applied to the salary actually paid the unit member during the
23 period of leave.
24
- 25 15) The unit member on sabbatical leave will normally be reassigned to the same school or
26 department to which assigned at the time the leave was granted. The Superintendent,
27 however, reserves the right to reassign the unit member upon returning from sabbatical
28 leave. The unit member so affected shall be notified of any change prior to August 1.
29

30 10. Personal Leave (Without Pay)
31

- 32 A. Upon request, the District may grant a unit member an unpaid leave of absence, not to
33 exceed three (3) consecutive years. Unit members may take a single three (3)-
34 consecutive years leave of absence during the course of their employment in
35 AUSD. This provision would not extend to leaves based on medically verifiable
36 circumstances. Such leave may be taken in increments of days, weeks, months or
37 years.
38

39 11. Government Order Leaves (Commissions, Military, Witness, and Jury Service)
40

- 41 A. Paid leave shall be granted for service on a Commission on Professional Competence
42 established pursuant to the Education Code.
43

- 1 B. An appropriate military leave/absence shall be granted to any qualified unit member in
2 accordance with the provisions of the Education Code and Military and Veterans Code.
3 Bargaining unit members shall make reasonable effort to schedule military service
4 during non-work days. Military leave for reserve training during the school year shall
5 be approved upon written request of the commanding officer to the Assistant
6 Superintendent-Human Resources indicating the necessity for such training at that
7 specified time.
8
- 9 C. A paid leave shall be granted to allow a unit member to appear, in response to a work-
10 related subpoena duly served, when other than a litigant (a) in a case before a grand
11 jury;
12 (b) in a criminal case before a court within the state; or (c) in a civil case in a court
13 within the county in which the unit member resides or outside of said county if within
14 one hundred fifty (150) miles of place of residence. Leave shall be granted for the days
15 of attendance in court as certified by the clerk or other authorized officer of such court
16 or grand jury or by the attorney for the litigant in the case. In any case in which witness
17 fees are payable, such fees shall be collected by the unit member and remitted to the
18 District.
19
- 20 D. The mutual intention of the District and the Association is that jury service be
21 encouraged, but also limited, as far as practical, to periods of time when the continuity
22 of instruction will not be adversely affected. A unit member summoned to jury service
23 in any court shall notify the immediate administrator of such summons. A paid leave of
24 absence of up to ten days shall be granted any unit member required to render jury
25 service during his/her work time. A unit member required to serve longer than ten days
26 may apply to the Superintendent or designee for additional paid leave. All jury fees
27 received, exclusive of mileage shall be remitted to the Accounting Department of the
28 District.
29

30 12. Family and Medical Care Leave

31
32 The District will comply with state and federal laws and regulations regarding family and
33 medical care leaves. Family and medical care leave shall be coordinated with other leaves
34 available under this Agreement as permitted by law.
35

36
37 13. Parental Child Bonding Leave

- 38
39 A. Effective January 1, 2017, as provided by Education Code section 44977.5, unit members
40 shall be entitled to parental leave as set forth in this section.
41 B. For the purposes of this section, "parental leave" means leave for the purpose of bonding
42 with the unit member's newborn child, or with a newly placed child in the unit member's

1 household for adoption or foster care. Parental leave does not include leave taken for the
2 employee's disability due to pregnancy, childbirth, or recovery there from.

- 3
4 C. When a unit member has exhausted all current and accumulated sick leave and continues
5 to be absent on account of parental leave, he or she shall be entitled to fifty percent (50%)
6 pay for the remainder of the 12-week leave.
7
8 D. Parental leave must be used within 12 months following the birth or placement of the
9 child.
10
11 E. Parental leave under this section runs concurrently with parental (child bonding) leave
12 under the California Family Rights Act (CFRA). The total amount of parental leave per
13 member may not exceed 12 work weeks in any 12-month period.
14
15 F. The employee needs to have been employed by the District for 12 months to qualify.
16

17 ARTICLE XI – UNIT MEMBER WORK YEAR

18
19 ATA Unit Members Paid on Schedule “A”

- 20
21 A. Unit members shall be required to work 182 days. 180 student days, 2 student-free
22 days, one of which, the day before students return before the first day of school, is to be
23 used for ATA and site business, and classroom preparation. The remaining day at the
24 end of the first trimester or semester, will be used for report card preparation and/or
25 other routine end of the semester/trimester professional responsibilities. Additionally,
26 new unit members shall be required to report to work for any two consecutive normal
27 days in the week prior to the opening of school. Unit members employed after the
28 opening of school must be available for after-school site in-service for up to twelve (12)
29 hours.
30

31 A new unit member is defined as any unit member paid on Schedule “A” who has not
32 completed a full year of service with the District.
33

34 Effective July 1, 2022. The 10 additional hours previously used for adjunct duties will
35 instead be used for digital platform creation and maintenance throughout the school
36 year.

37 A unit member will submit an absence affidavit for hours not completed by the end of
38 the school year. Unit members will work with site administration to make up missed
39 hours.

- 40 2. 1.1% and two (2) additional mandatory PD days will continue for 2015-2016,
41 2016-2017 and 2017-18.
42

- 1 B. For 2015-2016: two (2) collaboration days will be converted into 14 hours to be
 2 used outside the contractual work day. The dates and the content of the
 3 fourteen (14) hours will be mutually agreed upon by the Principal and Staff at each
 4 site with at least 30 calendar days prior notice. Time will be allotted within the
 5 14 hours for the completion of required paperwork. Focused collaboration hours
 6 can be scheduled on a Saturday, as long as the administrators and faculty mutually
 7 agree to the day and time
 8
- 9 C. For 2016-2017: two (2) mandatory PD days will be scheduled by the District through
 10 calendar negotiations prior to the start of the school year.
 11
- 12 D. For 2017-2018: an additional three (3) PD days (“popcorned” pupil fee days) will be
 13 scheduled for a 1.65% increase to the salary schedules. During 2017-18 there will be no
 14 more than 2 days’ substitute release from the classroom for District -required PD with
 15 the exception of GLAD which will continue with substitute pull-out for those unit
 16 members who have not been trained.
 17
- 18 E. Special Ed Collaboration classes: Voluntary collaboration/PD time for all
 19 teachers participating in collaboration classes will be offered before the school year
 20 begins. Attendees will be compensated at the district hourly rate. The current practice
 21 of providing voluntary paid hours (4 hours/6 hours) for collaboration between general
 22 education and special education staff members before and after school will be
 23 maintained.
 24

25 For 2015-2016, in addition to the 4-6 hours, roving subs will be provided when
 26 available during the first semester to facilitate collaboration between general education
 27 and special education staff members, and as needed during the second semester.
 28 Additionally, on a collaboration day, the site will facilitate, with district assistance, a
 29 collaboration opportunity for general and special education staff members. During
 30 2015-16, the Special Education Committee will review and discuss future
 31 collaboration/professional development. (Reference Article VIII #19).
 32
 33

34 F. Unit Members on Specialized Positions on Salary Schedule A, D and P
 35

36 The following positions shall be required to serve the unit member work year plus the
 37 number of additional days indicated.

38	ATA President	25 days
39	Career Tech Ed Advisor	10 days
40	Counselor	10 days
41	Department Head – High School	5 days
42	Elementary Librarian	3 days

1	Librarian – High School	5 days
2	Licensed Mental Health Counselor	10 days
3	Lead Nurse	22 days
4	Lead Psychologist-Salary Schedule A	15 days
5	Lead Psychologist-Salary Schedule D	22 days
6	Lead Speech Language Pathologist-Schedule P	22 days
7	Nurse	5 days
8	Psych Counselor/Social Worker	10 days
9	Psychologist on Salary Schedule D	17 days
10	Psychologist on Salary Schedule A	10 days
11	Instructional Specialist	10 days

12

13 ARTICLE XII - UNIT MEMBER WORK DAY

14

15 1. General Provisions and Definitions

16

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- A. The building principal or division administrator shall establish the time of the unit member daily work day, daily class schedules and daily lunch periods. Unit members may submit written requests for modification of these assignments for consideration by their supervisor. The administrator shall not make capricious nor arbitrary decisions.

- B. The over-all assignment of unit members is predicated on a work load requirement of forty (40) hours per week except as provided in Paragraphs C, D, E and F below. Unit members in high school accepting a partial assignment shall be paid that proportion of their salary which corresponds to their teaching load. The conference period will be prorated based on the teaching load (this method of prorating salary shall apply only in this instance, and shall not be applicable to any other contract section). Per the MOU signed on March 3, 2021, for the purposes of timekeeping, a full working day for a full-time certificated employee is defined as eight (8) hours.

- C. The length of the unit member daily work day is as follows:
 - 1) Classroom teacher, audiologist, RSP teacher and elementary counselors – Eight (8) hours on duty, seven (7) hours of which are on campus, including a daily lunch period of not more than forty-five (45) minutes of which thirty (30) minutes shall be duty free. The regular work day shall be periods one (1) through six (6). Assignments of any other periods shall be with the written agreement of the unit member. In the event that a unit member agrees to accept an assignment other than periods one (1) through six (6), the periods assigned must be consecutive.

 - 2) Continuation High School Teacher/Advisor – Eight and three quarter (8¾)

1 hours on duty, seven and three quarter (7¾) hours of which are on campus,
2 including a daily lunch period of not more than forty-five (45) minutes of which
3 thirty (30) minutes shall be duty free.
4

- 5 3) Librarian – Eight (8) hours on campus or on assigned duties, including a daily
6 lunch period of not more than forty-five (45) minutes of which thirty (30)
7 minutes shall be duty free.
8
- 9 4) ATA President – Nine (9) hours on campus or on assigned duties including
10 a daily lunch period of not more than forty-five (45) minutes of which thirty
11 (30) minutes shall be duty free.
12
- 13 5) Lead Psychologist – Nine and one-half (9½) hours on campus including a
14 daily lunch period of not more than forty-five (45) minutes of which thirty (30)
15 minutes shall be duty free.
16
- 17 6) Lead Speech Language Pathologist – Nine (9) hours on campus or on assigned
18 duties including a daily lunch period of not more than forty-five (45) minutes of
19 which thirty (30) minutes shall be duty free.
20
- 21 7) Unit member assignments (except Continuation High School Teacher/Advisor,
22 and Lead Psychologist) listed in Article XXVI (Salary Provisions and
23 Schedules), Paragraph 9 – Nine (9) hours on duty, eight (8) hours on campus or,
24 if not assigned to a campus, nine (9) hours on duty, eight (8) hours of which
25 shall be on a District site or campus duties, including a daily lunch period of not
26 more than forty-five (45) minutes of which thirty (30) minutes shall be duty
27 free.
28

- 29 D. The number of minutes of instruction at each level shall be sufficient to meet the
30 minimum number of annual minutes required in SB 813 while providing not more than
31 fourteen (14) professional days at each school. The minutes of instruction at each level
32 shall be:

33

34	TK-K	49,136
35	1-3	50,452
36	4-8	54,052
37	9-12	64,867

38

- 39 E. In addition, the student day may be adjusted on a daily or weekly basis to provide for
40 general and/or small group faculty meetings at each site within the seven (7) hour on-
41 campus work day. Attendance may be required of any unit member at up to two (2)
42 such meetings per month. The primary purpose for one of these meetings shall be for

1 collaboration. Site staff development and collaboration shall be mutually developed by
2 unit members and administration at a meeting with all staff by the beginning of the
3 school year. Collaboration meetings shall be conducted in a way to maximize the time
4 unit members collaborate with one another. Attendance at no more than two
5 consecutive Thursday meetings shall be required of any unit member within the work
6 year (exclusive of non-work days). Twice a year, the District may schedule an
7 additional meeting during a month. In this case, attendance at only one (1) meeting
8 would be required the following month. In any case, no meetings will be scheduled on
9 Thursday of the final week in the trimester. Twice a year, the District may schedule a
10 meeting past the seven (7) hour on-campus work day. In this case, the next scheduled
11 required meeting would be reduced by a commensurate amount of time, ending the
12 work day. Additional meetings and/or time may not be scheduled without at least one
13 (1) month's notice and shall not be scheduled on Tuesdays, Fridays, or the day before a
14 holiday.

15 When requested in writing, site administrators will work with the TK-8 teachers to
16 provide options utilizing available resources to allocate sufficient time for calibrating
17 and scoring benchmark assessments.

- 18
- 19 1) Faculty shall be meaningfully involved in staff development/planning.
- 20
- 21 2) The discretionary days shall be for site level use for faculty/department grade
22 level meetings, curriculum development, inservice or project planning or
23 instructional preparation. At each site, the principal and unit members shall
24 mutually develop a process which ensures unit member participation in agenda
25 planning for and evaluation of all site meetings.
- 26
- 27 3) No more than two evening meetings will be required during any given school
28 year for elementary classroom teachers.
- 29
- 30 4) When required to return to evening meetings, a unit member's work day on any
31 such day shall be the length of the minimum student day plus the after-hours
32 activity. With mutual agreement between the site administrator and faculty and
33 with approval of the District, the minimum day may be scheduled on a day
34 other than the day of the call-back activity.
- 35
- 36 5) Unit members shall not be required to attend meetings for which the primary
37 purpose is to solicit payments.
- 38

39 F. A building principal or division administrator may, in his/her individual discretion,
40 from time to time, release a unit member from normal duty assignments or on-site
41 obligations without creating a precedent.

- 1 G. The building principal or division administrator may require support staff to provide
 2 services beyond the unit member work day up to twice yearly if such services cannot be
 3 provided during the regular work day. Such requirement shall be subject to reasonable
 4 notice on a pre-scheduled basis, and may not work an undue hardship on the unit
 5 member. The safety of the unit member shall be assured during the providing of
 6 services as well as to and from the parking lot. The unit member shall be compensated
 7 for services and travel time at the established extra hourly rate and for mileage at the
 8 established rate.
 9
- 10 H. For the first year of an added grade level for the K-8 Dual Immersion program, the DI
 11 teachers at the added grade level will receive up to fifty (50) hours of extra duty pay at
 12 the District hourly rate for development, alignment and translation of grade level
 13 curriculum on site. All TK-8 Dual Immersion teachers who teach the target language
 14 portion of DI classes shall receive (50) hours of extra duty pay at the District hourly
 15 rate yearly for expansion, enhancement and translation of grade level curriculum on
 16 site. Curriculum writing in a collaborative setting is recommended.
 17
- 18 I. Unit members who volunteer or are assigned to teach self-contained, non-special
 19 education combination classes shall receive twenty-five (25) hours of extra duty pay
 20 per school year.
 21

22 2. Elementary Work Day
 23

- 24 A. The fourteen (14) professional minimum days provided shall be calendared on a yearly
 25 basis by agreement between the District and the Association no later than October 15
 26 for the following purpose(s):
 27

<u>ELEMENTARY</u>	
Parent Conference	5*
First Day of School	1
Back to School	1
Open House	1
Last Day of School	1
Report Cards	2
Discretionary Days	<u>3**</u>
	14

37
 38 No minimum day shall be held on scheduled shortened days.

39 *With mutual agreement between the site administrator and faculty, one (1) minimum
 40 day provided for parent conferencing may be designated as an evening meeting.
 41

1 **With mutual agreement between the site administrator and faculty, one (1)
2 discretionary day may be designated for parent conferencing.

3
4 3. High School Work Day

5
6 A. The fourteen (14) professional days provided shall be calendared on a yearly basis by
7 agreement between the District and the Association no later than October 15 for the
8 following purpose(s):

9
10 HIGH SCHOOL

11 Exams	6
12 End of Semester	1
13 Back to School	1
14 Open House	1
15 Last Day of School	1
16 Discretionary Days	<u>4</u>
17	14

18
19 ARTICLE XIII – STAFFING – CLASS SIZE

20
21 When a teacher of a self-contained special education class has a concern, the teacher may request and
22 shall be granted a meeting with the site administrator to discuss options for additional support. If the
23 matter is not resolved at the site, the teacher can request and shall be granted a meeting with the
24 Director of Special Education or designee for the purpose of resolving the concerns.

25
26 Whenever a self-contained combo class is assigned, the teacher can submit a written request for a
27 meeting with the site administrator within seven (7) working days of the leveling deadline. The site
28 administrator, the self-contained combo teacher, and other teacher(s) who may be affected by any
29 decision of the site administrator, shall be present at the meeting. Options to support the class, may
30 include, but are not limited to, the following:

- 31
32 • Reorganization
- 33 • Team teaching according to credential compliance guidelines
- 34 • Combo curriculum mapping when available
- 35 • Assign an Extended Day Teacher or an Intervention Specialist to certain period(s)
- 36 • Assign aide support (3 to 5 hours upon approval by site administration)

37
38 The site administrator’s decision shall not be made arbitrarily or capriciously. The decision shall be in
39 writing within five (5) day of the meeting.

1 1. General Provisions and Definitions

2
3 The District shall utilize the following district-wide staffing ratios:

- 4
5 A. Psychologists. One (1) full equivalent for each two thousand two hundred (2200)
6 students for service to students other than special education students. In addition, one-
7 half day of service per week will be provided for each special day class located at a
8 particular school site.
9
10 B. Nurses. The District agrees not to initiate lay-off procedures affecting currently
11 employed full-time nurses. The continuation of any services funded by LEA-
12 MediCal/MAC is contingent upon the continuation of the LEA/MediCal/MAC funding,
13 and the lay-off language of this section shall not apply. The District will maintain the
14 current nursing staff ratio (in 2006-2007) during the duration of this contract (2014-
15 2018).
16
17 C. Librarians. The District will provide one (1) certificated librarian at each
18 comprehensive high school site. The District agrees not to initiate lay-off procedures
19 affecting currently employed full-time librarians.
20 D. Elementary Art and Music Teachers. The District agrees not to initiate lay-off
21 procedures affecting currently employed full-time elementary and music teachers.
22
23 E. The District shall not exceed class size or case load maximums for Special Education
24 funded services in accordance with the requirements of the law and the West San
25 Gabriel Valley Special Education Local Plan area (SELPA).
26
27 F. The District shall not submit a waiver to the State Department of Education for an
28 increase in a Resource Specialist's caseload without first providing the Association an
29 opportunity to express its position in writing on the waiver request form.
30

31 2. Elementary Staffing – Class Size

32
33 A. The District shall utilize the following district-wide staffing ratios:

- 34
35 1) TK and Kindergarten through Grade 8 - One (1) regular classroom teacher for
36 each thirty (30) regular students.

37
38 Note: The above staffing ratios are not to be interpreted as being maximum
39 class sizes, except as indicated in paragraph D below.

- 40
41 B. Classroom teacher for TK and Kindergarten through Grade 8 is defined for purposes of
42 this Article as a teacher whose primary duties are the instruction of students exclusive

1 of nurses, librarians, counselors, psychologists, categorically funded project teachers,
2 special education funded teachers, consultation/preparation teachers and certificated
3 non-unit teachers.

4
5 C. If the application of the above classroom teacher staffing ratios results in a fraction of
6 one-half ($\frac{1}{2}$) or more, an additional classroom teacher shall be allocated.

7
8 D. Whenever a regularly assigned classroom teacher's class size in an elementary school
9 exceeds thirty-two (32), a meeting shall be held within seven (7) working days of the
10 written request of the affected classroom teacher. The site administrator, affected
11 teacher and other teacher(s) who may be affected by any decision of the site
12 administrator, shall be present at the meeting. Options to reduce teacher/student ratio,
13 including but not limited to the following will be discussed:

- 14
15 1) provide classroom aide;
16 2) form combination classes;
17 3) form team teaching program;
18 4) form double session and add an additional teacher, and/or
19 5) add an additional teacher

20
21 When class size reaches thirty-four (34) the agreed upon option will be implemented. The
22 site administrator's decision shall not be made arbitrarily or capriciously. The decision shall
23 be in writing within five (5) days of the meeting.

24
25 3. High School Staffing – Class Size

26 A. The District shall utilize the following district-wide staffing ratios:

27
28 Grades 9-12. The comprehensive high school classroom teacher/student staffing ratio
29 shall be 29:1. The continuation high school teacher/advisor/student staffing ratio shall
30 be 27:1, based on students enrolled for three (3) periods daily, and rounding to the
31 nearest whole full-time equivalent.

32
33 Note: The above staffing ratios are not to be interpreted as being maximum class sizes
34 except as indicated in paragraphs D and E below.

35
36 B. Classroom teacher for grades 9-12 is defined for purposes of this Article as a teacher
37 whose primary duties are the instruction of students and includes only regular
38 classroom teachers, special assignment teachers, remedial reading teachers and SEI
39 teachers.

40 C. If the application of the above classroom teacher staffing ratios results in a fraction
41 of one-half ($\frac{1}{2}$) or more, an additional classroom teacher shall be allocated.

- 1 D. Comprehensive high school Mathematics, Social Studies, Science, English, SEI
2 content and Foreign Language classes shall not exceed thirty-six (36) students per
3 class as of the end of three weeks after the beginning of each semester. During this
4 period, no such class shall exceed forty (40) students for longer than three (3) days.
5 Comprehensive high school remedial and special need classes in the above subjects, as
6 determined by the District, shall not exceed twenty-eight (28) students per class as of
7 the end of one (1) school month after the beginning of each semester. During this
8 period, no such class shall exceed thirty-three (33) students for longer than three (3)
9 days. The P.E. class size at the 9th grade will be limited to forty-five (45) students, as
10 long as the curriculum contains instructional classroom components.
11
- 12 E. Full-time continuation high school teacher/adviser's individual class size may not
13 normally exceed twenty-three (23) and shall not exceed twenty-five (25).
14
- 15 F. Comprehensive high school counselors. One (1) full equivalent for each five hundred
16 fifty (550) students; attendance functions to be determined by the District.
17
- 18 G. Continuation high school shall have one (1) full-time counselor for each two hundred
19 fifty (250) students enrolled. Additional counselor(s) shall be required on a pro-rata
20 basis in the event three hundred seventy-five (375) or more students are enrolled.
21
- 22 H. As long as the supplemental funding is available to the Pregnant Minor Program, the
23 District will provide a department head and two (2) days per week of school nurse time.
24
- 25 I. In grades 9-12, additional teaching periods of existing staff may be used to satisfy the
26 staffing ratios of this Article.

27 ARTICLE XIV –TEACHING LOAD – CLASSROOM TEACHERS
28

29 1. Secondary Classroom Teachers
30

- 31 A. The number of daily periods of classroom instruction for secondary classroom teachers
32 will be five (5) plus one (1) daily consultation-preparation period, with the following
33 exceptions:
34
- 35 1) Additional released time for other duties may be granted at the discretion of the
36 building principal.
37
- 38 2) A secondary classroom teacher may request or agree to teach a 6th assignment.
39 The classroom teacher will be given additional compensation as per
40 Article XXVI (Salary Provisions and Schedules).
41
- 42 a. Teachers will be selected for a sixth assignment according to the
following criteria:

- (1) Apply for sixth assignment.
- (2) Currently teaching in the department.
- (3) Experience and/or major/minor in subject field.
- (4) Available for the sixth assignment during the class period the additional class is needed.
- (5) Seniority in the department, (excluding unit members who have received 2 or more unsatisfactory ratings out of the 4 Stull areas on the current evaluation).
- (6) Appropriate credential.

In cases of continued identical eligibility, the initial selection will be made by chance and rotated annually thereafter.

- b. All teachers teaching a 6th assignment will be available to meet with parents, students and the site administrator after reasonable notice on a pre-scheduled basis so long as an undue hardship is not worked on the unit member and is within the length of the unit member's preparation time (consecutive hours on campus).
- c. Should it become necessary to terminate a 6th period assignment, the affected unit member shall be given one (1) work day notice and, upon request, shall be given reason(s) in writing for termination of assignment.

- 3) A normal teaching assignment should consist of no more than three (3) preparations. Unless site needs dictate differently, this practice will be adhered to by the District. If it is necessary to assign more than three preparations, it will be done on a semester basis and reviewed at the end of the semester. It is understood that unit members may request additional preparations.
- 4) Continuation high school teacher/adviser: The number of daily periods of classroom instruction will be four (4) plus one (1) daily advising period plus one and three-fourths (1¾) daily consultation-preparation periods. Fifty percent of this consultation-preparation time may be assigned by the principal to staff meetings and/or campus supervision. Application of this percentage shall not necessarily be on a daily basis, but shall be made in a reasonable manner according to school and staff needs.

B. High School Department Heads:

- 1) Each high school department shall elect a departmental committee whose function is to advise the Department Head. A department may elect to act as a committee of the whole.

1 2) Department Head Selection Process

2 a. Announcement of Vacant Position

3 (1) On April 1 of each year, the District shall announce all
4 Department Head terms expiring at the end of that year.
5 Filing shall be open until May 1.

6
7 (2) Any department head position which has been held by the
8 same person since September, 1989 shall be declared vacant
9 as of 7/1/92.

10 Any department head position which has been held by the
11 same person since September, 1990 shall be declared vacant
12 as of 7/1/93.

13
14 Any department head position which has been held by the
15 same person since September, 1991 shall be declared vacant
16 as of 7/1/94.

17
18 (3) Whenever a position becomes vacant in less than three years
19 from its initial selection under this process, this same
20 procedure shall be used during the selection of a
21 replacement. Any candidate thus selected shall hold the
22 position until the third July following the selection.

23
24 b. Election

25
26 (1) By May 15, and prior to any interview process, an advisory
27 election shall be held by the members of each affected
28 department.

29 (2) All applicants for the position shall be placed on ballots
30 prepared by the District.

31
32 (3) Balloting shall be at a time during the work day when all
33 department members are able to attend. The time and place
34 of balloting shall be determined by the principal, who shall
35 notify all department members at least five (5) days in
36 advance.

37
38 (4) By May 1 of each year, the ATA shall select one
39 representative from each site to work with the principal to
40 coordinate the advisory election process.

41
42 (5) The advisory election shall be conducted by a department
43 member or members selected by the department. This
44 designee shall collect ballots from the principal, conduct the

1 election, seal the ballots, and deliver them to the principal's
2 office immediately following the election

3
4 (6) The ballots shall be counted by the principal or designee and
5 the ATA designee. Sealed ballots may be held until a time
6 mutually agreeable to both parties within two (2) days after
7 the close of elections.

8
9 (7) The process will be modified as follows: (When an
10 individual receives a minimum of 2/3 of the vote for
11 Department Head and is not placed in the position, he/she
12 may appeal to a committee for review. The committee will
13 be a panel of two, one representing ATA and one district
14 level administrator. If the panel cannot make a decision
15 then the final decision will be made by the Assistant
16 Superintendent of Educational Services.)

17
18 (8) Results of the advisory elections shall be delivered to the
19 Superintendent by May 20 of each year.

20
21 c. Eligibility to Vote

22
23 (as in future procedure)

24
25 d. Selection

26
27 1) Selection from applicants shall be by established Board
28 procedure.

29
30 2) If the Board elects not to appoint any of the candidates from
31 this initial screening process, the position will be reopened
32 and an advisory election held as part of any subsequent
33 screening process.

34
35 3) Department Heads shall be re-affirmed annually by the Board of Education. Selection
36 shall be made by the Board of Education every three years or sooner upon
37 recommendation of the principal. A copy of the District/ATA agreement regarding
38 Department Head selection procedures and the District notification
39 of vacancy shall be given to each affected Department Head. Prior to selection an
40 election shall be held by the department members with ballots and voting lists prepared
41 by the District. Each department member shall be entitled to one (1) ballot for each
42 period taught in the department. The election shall be by secret ballot. Two (2)
43 members of the department shall be appointed by consensus to deliver the ballots to the

1 principal. The principal or designee and a unit member selected by the ATA shall
2 count the ballots. Copies of the results shall be delivered to the Superintendent.

3
4 By June 30 each year the Superintendent will report to the Association the number of
5 candidates selected at each high school who differ from the department's choice. If
6 only one candidate applies and that candidate is acceptable to the District, no election
7 need be held.

- 8
9 4) The District will grant a department chair period to each Department Chair. The job
10 duties and evaluation for the department chair will be updated and revised at the
11 discretion of the District. Input from Department Chairs will be utilized in the revision
12 of the job duties and evaluation.

13
14 Athletic Director Assignments

15
16 a. Athletic Director = 4 teaching
17 periods and 2
18 consultation-
19 preparation
20 periods.

21
22 b. A consultation/preparation period shall mean that length of
23 time generally spent by a pupil daily in class in a single subject.

- 24
25 5. Each department chair will be evaluated yearly based on the Department Chair Job
26 Description. Annual department chair evaluations will be completed at least sixty (60)
27 days before the last school day scheduled for the school year. The district recognizes
28 the importance of the evaluation process.

29
30 2. Elementary Classroom Teachers

- 31
32 A. Elementary classroom teachers assigned to teach grades 4 – 8 shall be provided
33 consultation/preparation time during the student day for a minimum of one hundred
34 (100) minutes per week.

35
36 The scheduling of those minutes shall be determined by the site administrator after
37 consultation with the teachers involved and approval of the District. The site
38 administrator shall not act arbitrarily or capriciously in reaching a decision.

- 39
40 B. When these minutes are not provided due to the following conditions, the unit
41 member will be compensated as described in Section C below.

- 1) District or site provided in-service training including District approved pupil free days
- 2) Attendance at required conferences
- 3) Holidays which do not extend an entire week
- 4) District scheduled parent conferences
- 5) Student holidays and minimum days designated for report card preparation and the result is loss of consultation/preparation time, the unit member will be compensated as described below:

- a) The amount of time lost because of holidays shall be determined by the amount of time normally scheduled on that day.
- b) The unit member shall be reimbursed at the hourly assignment rate for the accumulated amount of time lost at the end of each semester.
- c) A form developed jointly by the District and the Association shall be available to teachers who have lost preparation time. The form initiated by the teacher, shall be signed by both the affected teacher and site administrator, with copies given to both parties.

- C. Any unit member who is required to teach a class during his/her consultation/preparation time shall be compensated at the hourly assignment rate.
- D. Teachers of grades K-8 shall not be required to perform non-instructional supervisory duties. TK and Kindergarten teachers shall be responsible for supervising kindergarten recess.
- E. The District shall provide, as appropriate, trained personnel to administer standardized testing for special education students.
- F. Elementary RSP teachers will provide no less than 100 minutes a week in their schedule for consulting with regular education staff, assessment of students, IEP meetings and preparation.
- G. Whenever regularly assigned TK-8 grade level classroom teachers are not assigned to teach in a teaming or core setting, a meeting can be requested within seven (7) working days of the decision. The site administrator and affected teachers shall be present at the meeting. The site administrator shall discuss all viable options within the shared guidelines.

The site administrator will issue a written decision. The decision will neither be arbitrary nor capricious. If the unit member is not satisfied with the written decision

1 the unit member can request a meeting with the Assistant Superintendent of Ed
2 Services or designee. The unit member can have union representation at the meeting.

3
4 H. Prior to the start of the 2019-2020 school year, the Assistant Superintendent-
5 Educational Services will send out a memo to all certificated TK-8th grade teachers
6 about the formation of a District Assessment Committee that will be formed and
7 comprised of at least 50% ATA unit members under the direction of the Director of
8 Accountability and Assessment.

9
10 3. Food and Nutrition Services Commitment

11
12 A. ATA is committed to work with the District to explore implementation options for
13 increasing breakfast and lunch participation at every school site. Implementation will
14 begin during the 2019-2020 school year.

15
16 ARTICLE XV – UNIT MEMBER ASSIGNMENT/REASSIGNMENT

17
18 1. Initial assignments shall be made by the District.

19
20 2. Subsequent unit member assignments shall be made by the administrator for whom the unit
21 member works or will work.

22
23 3. A unit member may be temporarily relieved of immediate duties and responsibilities by an
24 administrator. At such time as the unit member is relieved of immediate duties and
25 responsibilities by an administrator, that unit member will be so notified of the specific
26 reason(s). The unit member so relieved shall continue to receive normal salary.

27
28 4. A reassignment is a change of the previous placement of a unit member to a position within
29 the same location or administrative division, including change of grade level or subject
30 matter. Reassignments shall not be made in an arbitrary or capricious manner, but for
31 program and/or facilities requirements. A unit member who is reassigned may request
32 written reasons for the reassignment. In such case, the District shall provide reasons, which
33 shall not be grievable and shall not be placed in the personnel file. If the unit member is not
34 satisfied with the written reasons, a meeting with the site administrator can be requested. If
35 there is no resolution at the site level, the unit member can request a meeting with the
36 Assistant Superintendent of Ed Services or designee. The unit member can have union
37 representation at the meeting.

38
39 5. If a unit member is reassigned to a preparation after the opening of school,
40 the District shall provide the unit member with two (2) days of released time to prepare for
41 the new assignment. At the high school level, a classroom reassignment is defined as a
42 permanent change in classroom for fifty percent (50%) or more of the unit member's total
43 assignment.

1 ARTICLE XVI - TRANSFERS

- 2
- 3 1. A transfer is a change of schools within the Alhambra Unified School District. Transfers
4 between the two Districts are governed by the Education Code requirements for Common
5 Administration of Common Boards of Education. In particular, unit members in one
6 District do not have employment rights in the other District and may transfer from one
7 District to the other only by mutual agreement between the District and the unit member.
8 The following is the transfer procedure for transfers within each District and does not
9 apply to transfers between Districts. Changes in assignment for unit members who are
10 assigned to two or more schools or administrative divisions, regardless of District, shall
11 not be considered a transfer. "Opening" shall refer to a growth position which the District
12 determines to fill with a permanent or probationary bargaining unit member (as opposed to
13 a substitute or temporary certificated employee). "Vacancy" shall refer to an available
14 existing position which the District determines to fill a permanent or probationary
15 bargaining unit member (as opposed to a substitute or temporary certificated employee).
16
- 17 2. A. The District shall post at each school location, notice of each known unit member
18 opening or vacancy, together with a deadline for applications which shall be not
19 less than ten (10) days prior to the unit member opening or vacancy being filled.
20 However, the District may, in cases where a unit member opening or vacancy
21 occurs within ten (10) days of the first day of school or after the first day of school,
22 fill such position for the remainder of the school year without going through any
23 posting procedures or transfer considerations. If the position is to be retained,
24 it is to be posted as a unit member opening or vacancy for the following
25 school year.
- 26 B. The District shall post at each school location notice of all openings or vacancies
27 that exist for nurses, librarians, psychologists, audiologists, counselors and
28 instructional specialists.
- 29
- 30 C. All openings or vacancies in high school department head positions shall be posted
31 and applicants accepted on a district-wide basis.
32
- 33 3. The District shall, upon request by a unit member, notify that member during summer recess
34 of any posted unit member openings or vacancies which may arise during the summer. The
35 unit member's request, filed prior to June 1 with the Human Resources Division, must be in
36 writing, must include a summer mailing address and, when possible, a telephone number.
37
- 38 4. Filing a request for filling a unit member opening or vacancy as indicated in Paragraph 2,
39 shall be considered a request for a voluntary transfer and is without prejudice to the teacher
40 and shall not jeopardize the teacher's present assignment.
41
42

- 1 5. A request for transfer may be withdrawn by the teacher in writing to the Human Resources
2 Division at any time prior to official notification of the transfer.
3
- 4 6. The following factors shall be utilized to determine which teacher is granted a voluntary
5 transfer:
6
- 7 A. Possession of an appropriate credential, major/minor and appropriate recent experience
8 for the opening.
9
 - 10 B. Requirements of the District's Affirmative Action program.
11
 - 12 C. The educational needs of the District, such as General Program changes or
13 requirements, the District's Bilingual Program requirements (as approved by OCR –
14 Office of Civil Rights), Special Education Program requirements, changes in
15 graduation requirements.
16
 - 17 D. The most recent written evaluation is satisfactory or better.
18
 - 19 E. The unit member with the greatest District seniority shall receive the transfer, provided
20 the above factors are equal.
 - 21 F. The District shall, upon request of the unit member, give written reason why the request
22 for transfer was denied. The reasons shall not be grievable and shall not be placed in
23 the unit member's personnel file.
24
- 25 7. Involuntary Transfers – teachers may be involuntarily transferred for the following reasons:
26
- 27 A. Declining enrollment.
28
 - 29 B. Fluctuations in pupil enrollment. An overstaffed or surplus situation may be deemed
30 to exist when the number of teachers present in a given school, after the beginning of
31 the school year, exceeds the ratios established by Article XIII (Staffing-Class Size).
32
 - 33 C. Requirements of the District' Affirmative Action program.
34
 - 35 D. Performance renewal – A unit member may be involuntarily transferred no more than
36 once every three (3) years in order to improve performance if the deficiencies in
37 performance have been reflected in the most recent official written evaluation of the
38 teacher.
39
 - 40 E. Certification adjustment – A unit member may be transferred if it is determined that
41 the assignment is in violation of credential authorization.
42

- 1 F. The educational needs of the District, such as General Program changes or
2 requirements, the District's Bilingual Program requirements (as approved by OCR –
3 Office of Civil Rights), categorically-funded program requirements, Special Education
4 Program requirements, changes in graduation requirements.
5
- 6 8. When an involuntary transfer is deemed necessary, then the following shall occur:
7
- 8 A. The unit member(s) under consideration for involuntary transfer shall be notified.
9
- 10 B. Within five (5) days of the notification, the unit member(s) may request and will be
11 granted a meeting with the administrator initiating the transfer for both parties to
12 discuss and consider alternative to the proposed transfer. Upon request, the unit
13 member(s) shall receive written reasons for the transfer. Such request shall be made
14 within five (5) days following the meeting. The administrator shall provide the written
15 rationale within five (5) days of the request.
16
- 17 C. All unit members involuntarily transferred, except Paragraph 7.D., shall have equal
18 opportunity to interview for available unfilled positions. When a choice of unfilled
19 positions is possible, unit members may indicate an order of preference.
20
- 21 9. The determination of which unit member shall be involuntarily transferred shall be based
22 upon the following factors (not applicable to Paragraph 7.D.):
23
- 24 A. Possession of the appropriate credential, major/minor and appropriate recent
25 experience.
26
- 27 B. The educational needs of the District such as General Program changes and
28 requirements, the District's Bilingual Program requirements, Special Education
29 Program requirements, Categorically Funded Program requirements, change in
30 graduation requirements.
31
- 32 C. Requirements of the District's Affirmative Action Program.
33
- 34 D. The unit member with the lowest seniority in the District shall be transferred, provided
35 the above factors are equal.
36
- 37 10. If a unit member is involuntarily transferred pursuant to Section 7.A or 7.B above, the
38 District shall provide, by seniority order, such unit member his/her choice of available
39 openings.
40
- 41 11. RSP teachers who are located at one site shall have the same rights as all other certificated
42 employees under Article XVI, sections 6 and 7, Voluntary and Involuntary transfer.

1 12. The Parties agree that the District may involuntarily transfer a certificated employee under
2 Article XVI, Section 7, Sub-Section F, of the CBA based on the “educational needs” of the
3 District, specifically: “General Program changes or requirements, the District’s Bilingual
4 Program requirements (as approved by OCR-Office of Civil Rights), categorically-funded
5 program requirements, Special Education Program requirements, (or) changes in graduation
6 requirements.” The Parties further agree that, until the Parties conclude their September 1,
7 2021 successor agreement certificated negotiations, the District will not voluntarily transfer
8 any certificated employee based on “educational needs” other than those reasons specifically
9 identified herein, and in Section 7, Sub-Section F, of the CBA.

10
11 ARTICLE XVII - EVALUATION

- 12
13 I. The District shall evaluate: all temporary unit members hired prior to November 1, into a
14 position that is expected to last for the remainder of the school year, all probationary and
15 permanent unit members, except adult education teachers, who are specifically excluded from
16 this Article, and unit members on an authorized leave of absence, as follows:
- 17
- 18 A. Temporary unit members shall be evaluated annually on the District’s checklist form.
- 19
- 20 B. Probationary unit members will be evaluated in writing at least once each school year.
- 21
- 22 C. Permanent unit members who have been with the District less than 10 years will be
23 evaluated in writing at least once every other year. Permanent unit members who have
24 been with the District for 10 years or more will be evaluated in writing at least once
25 every three years.
- 26
- 27 D. If the unit member receives an unsatisfactory evaluation, the unit member shall be
28 evaluated annually until he/she receives a satisfactory evaluation or is separated from
29 the District.
- 30
- 31 E. The form or forms to be used for the evaluation shall be provided by the District. All
32 changes in evaluation forms shall be by mutual agreement of the Association and the
33 District.
- 34
- 35 F. The evaluator shall be the unit member’s immediate administrator and/or another
36 administrator who is so designated by the Superintendent. The District shall not
37 request or assign department heads to evaluate any ATA unit member.
- 38
- 39 G. The evaluation and assessment of unit members’ competence pursuant to the provisions
40 shall not include the use of publishers’ norms established by standardized tests, the
41 results of tests utilized for the purpose of a school improvement plan, or the
42 achievement of specific objectives stated in Individualized Educational Programs

1 (IEPs) of Special Education students, unless included in the unit member's evaluation
2 goals and objectives.

3
4 H. The District shall not base an evaluation of a unit member, in whole or in part, on
5 derogatory information provided by District or non-district personnel unless such
6 derogatory information has been reviewed by the same procedures in Article IX
7 (Human Resources office files) of this agreement, including specifically the procedures
8 set forth in Article IX, Section 5, which prohibit the District from placing in personnel
9 files anonymous information and provides due process procedures for contesting
10 derogatory material from other sources.

11
12 2. Permanent and Probationary Unit Members Evaluation Procedures

13
14 A. Unit members who are to be evaluated will be so notified by the appropriate
15 administrator no later than 25 days from the start of school year. Such notice shall be
16 accompanied by a copy of this Article. Under exceptional circumstances, the
17 immediate supervisor of a unit member who has not been previously notified may
18 institute formal evaluation procedures at any time during the school year. This
19 evaluation shall be in conformity with the provisions of this Article, except that
20 timelines for the meeting of the objectives shall be adjusted as required and carried over
21 into the next school year.

22
23 B. By the 45th day of each school year, the unit member shall develop written objectives
24 appropriate to the unit member's assignment. The unit member may request assistance
25 in writing these objectives. These objectives shall be submitted to the appropriate
26 administrator for approval. These objectives shall specify at least what is to be done,
27 when it will be done, and under what conditions it will be done. No more than four (4)
28 objectives may be required. Objectives shall be stated so that they may be measured or
29 observed and related to the California Standards for the Teaching Profession:

- 30
31 1) Standard One: Engaging and supporting all students in learning.
32
33 2) Standard Two: Creating and maintaining effective environments for student
34 learning.
35
36 3) Standard Three: Understanding and organizing subject matter for student
37 learning.
38
39 4) Standard Four: Planning instruction and designing learning experiences for all
40 students.
41
42 5) Standard Five: Assessing student learning.

1
2 6) Standard Six: Developing as a professional educator.
3

4 Normally these objectives will be affected within the current school year. For each
5 objective, at least one (1) technique of assessment will be stated. The use of a variety
6 of assessment techniques is encouraged. Examples may include, but are not limited to,
7 observation, statistical studies, anecdotal records, conferences, and related reports,
8 standardized tests not based on publisher norms and teacher-constructed tests.
9

10 C. Evaluation of Non Classroom Unit Members: The Board shall establish and define job
11 responsibilities for non-instructional unit members whose responsibilities cannot be
12 evaluated appropriately under the provisions of Paragraph B.2. above and shall evaluate
13 and assess the competence of such unit members as it reasonably relates to the
14 fulfillment of those responsibilities.
15

16 Non-classroom certificated unit members should be evaluated based on job descriptions
17 as per Ed Code, not based on the standards from the California Standards for the
18 Teaching Profession. By October 1, 2015, the Joint Committees will be identified
19 to work on evaluations for each non classroom classification including: Speech
20 Language Pathologists, Nurses, Librarians, Counselors and Psychologists. The Joint
21 Committees shall complete their work no later than May 30, 2016.
22

23 D. If the unit member's evaluator disagrees with the proposed objectives and assessment
24 techniques, and such disagreement is not resolved by November 1, the disagreement
25 may be referred, by either party, to the Assistant Superintendent-Instruction who shall
26 review the unit member's proposed objectives, the evaluator's objectives, and make a
27 decision which is binding on both parties.
28

29 E. During the course of the evaluation period, circumstances may change which may
30 require new objectives or modification of the original objectives. At the request of
31 either party, the original plan shall be reviewed for possible revision. The
32 determination of new evaluation objectives or revision of the original objectives
33 shall be arrived at as in Paragraph 2.A. and B. above with the exception that said
34 objectives as defined in G below, will be presented within ten (10) days.
35

36 F. While the primary basis of evaluation is the establishment of pre-defined objectives,
37 written directives by the evaluator responsive to spontaneous school-related
38 circumstances may be included in the evaluation process when necessary, The unit
39 member may include any written specific objections to these directives.
40

41 G. Whenever a situation arises under 2 E and 2 F brought by "circumstances" that have
42 changed and "spontaneous school-related circumstances" that create written directives

1 from an evaluator which are different than the “pre-defined” objectives, and if there is a
2 disagreement, such new objectives shall be referred to the Assistant Superintendent-
3 Instruction, who shall review the proposed objective(s) and make a decision which is
4 binding on both parties, subject to the process described in 2 D.

5
6 H. The evaluation process shall include, but is not limited to, the following activities:

- 7
8 1) One (1) formal class observation of forty (40) minutes or more duration. At
9 least two (2) days advance notice by the evaluator to the unit member for the
10 formal observation to be given.
11
12 2) An evaluation conference shall be scheduled not more than ten (10) school
13 days after each formal observation to review the observations of the evaluator
14 with the unit member.
15
16 3) A written report by the evaluator of any formal observation, including
17 recommendation, if necessary, as to areas of improvement in performance
18 shall be given.
19
20 4) Unit members who receive unsatisfactory observations shall be entitled, upon
21 request to:
22
23 a. Additional observations by the site administrator and/or, by mutual
24 agreement, an evaluator other than the site administrator.
25 b. Conference
26 c. Written evaluations designed to improve their performance.
27
28 5) The evaluator’s role in assisting the unit member shall include, but not be
29 limited to, the following:
30
31 a. Notification, in writing, of areas in which improvement is needed.
32 b. Specific recommendations for improvement.
33 c. Suggestion of additional resources to be utilized to assist in
34 implementing such recommendations.
35 d. Techniques for measurement of improvement.
36 e. Time schedule for monitoring of improvement.
37
38 6) Upon receipt of the evaluator’s recommendations for improvement, the unit
39 member shall make a good faith effort to meet those recommendations.

40
41 I. The evaluator may request a unit member to assist another unit member in need of
42 assistance. The Association encourages unit members to voluntarily assist another

1 unit member when requested by the evaluator. Unit members shall not formally
2 evaluate another unit member when in the course of rendering assistance.
3

4 J. A final written evaluation by the evaluator, based upon information and data
5 assembled during the evaluation period, shall be discussed with the unit member at
6 least thirty (30) calendar days before the last school day scheduled on the school
7 calendar adopted by the Board of Education for the school year in which the evaluation
8 takes place. If the unit member receives an unsatisfactory evaluation, the District
9 may include the requirement that the unit member shall participate in a program
10 designed by the District to improve appropriate areas of the unit member's
11 performance and further both student achievement and the District's objectives.
12 Such requirements shall be reasonable and shall not result in any expense to the unit
13 member.
14

15 K. Unit members have the right to initiate a written response or reaction to the evaluation.
16 The written response shall become a permanent attachment to the evaluation. The
17 final evaluation plus all accompanying documents shall be filed in the unit member's
18 personnel file.

19 L. The content and/or substance of the evaluation reasonably applied shall not be
20 subject to Article VII (Grievance Procedures). Procedural violations of this
21 Evaluation Article are subject to Article VII (Grievance Procedures).
22

23 3. Temporary Unit Member Evaluation Procedures
24

25 A. Temporary unit members hired prior to November 1, into a position that is
26 expected to last for the remainder of the school year shall be evaluated on the
27 District's checklist form. Unit members classified as "Temporary" for three (3) years
28 or more shall be evaluated as set forth in Paragraph 2. above; this provision does
29 not change the employment status of any unit member. Temporary unit members
30 shall not be evaluated by other unit members.
31

32 B. The District shall notify the temporary unit member at the time of hire that he/she
33 will be evaluated and shall provide such unit member a blank copy of the evaluation
34 checklist form at that time.
35

36 C. The District evaluator shall observe the temporary unit member at least two (2)
37 times during the school year. An evaluation conference with the unit member shall
38 be scheduled within ten (10) days after each formal observation.
39

40 D. A written report by the evaluator of any formal observation, including
41 recommendations for improvement of performance, if necessary, shall be given.
42

1 E. The evaluator shall discuss the unit member's final evaluation and checklist form at
2 least fifteen (15) days prior to the end of the student year.

3
4 F. Unit members have the right to initiate a written response or reaction to the
5 evaluation. The written response shall become a permanent attachment to the
6 evaluation. The final evaluation plus all accompanying documents shall be filed
7 in the unit member's personnel file.

8
9 G. The content and/or substance of the evaluation reasonably applied shall not be
10 subject to Article VII (Grievance Procedure). Procedural violations of this
11 Evaluation Article are subject to Article VII (Grievance Procedure).
12

13 ARTICLE XVIII - EMERGENCIES

14
15 Both parties recognize that there may occur certain exigent circumstances when emergency action
16 is required. Emergencies shall be limited to unforeseen events of such extreme magnitude as to make
17 the affected provisions of the contract reasonably and objectively non-performable and require action
18 by the District in response thereto. In the event of such a bona fide emergency, the District shall
19 have the right to act without regard to the provisions of this Agreement, after notice to the
20 Association, in order to maintain District services and to safeguard the physical and mental well-
21 being of the students. The parties agree in such instance to meet and negotiate as soon as possible to
22 arrive at a mutually agreeable solution.
23

24 ARTICLE XIX - EFFECT OF AGREEMENT

25
26 1. It is understood and agreed that the specific provisions contained in this Agreement shall
27 prevail over District policies, practices and procedures and over state laws to the extent
28 permitted by state law, and that in the absence of specific provisions in this Agreement, such
29 policies, practices and procedures are discretionary with the District.

30 2. Savings & Severability

31
32 A. If any provision of this Agreement or any applications of the Agreement to any unit
33 member or group of unit members is held to be contrary to law by a court of competent
34 jurisdiction, then such provision or application shall not be deemed valid and
35 subsisting, except to the extent permitted by law; but all other provisions or
36 applications shall continue in full force and effect.
37

38 B. It is further agreed that within sixty (60) days of receipt of notification of the court's
39 decision, negotiations shall commence regarding matters related to such provision.
40
41
42

1 ARTICLE XX – EARLY RETIREMENT INCENTIVE PLANS

2
3 1. Plan 1 – Standard Plan

- 4
5 A. Eligibility. Has served the District for fifteen (15) years or more; have not reached
6 their 59th birthday at the time of retirement; apply no later than January 2nd of
7 current school year; resign from the District after acceptance of option. Any
8 employee who as of January 9, 2012 are 58 years of age or older or who will not have
9 15 year of services by their 59th birthday will be “grandfathered” to be eligible for the
10 ERIP. (List available in ATA and Human Resources.)
11
12 B. Program. Work on District-assigned projects for twenty-five (25) days per year at the
13 rate of \$359 per day, not to exceed \$8,975 per year; may do this for five (5)
14 consecutive years; may terminate at any time, but once terminated, cannot be placed
15 back on the program; days to work will be by mutual agreement and agreed to prior
16 to each fiscal year; no travel expenses or other expenses will be covered unless
17 actually required of assignment; District may terminate if participant fails to carry out
18 obligations.
19
20 C. Benefits. Any days absent due to illness can be made up by mutual agreement or
21 immediately following illness.
22
23 D. Examples of Service to District. District will determine assignments including, but
24 not limited to: demonstration teacher, staff development; testing; research; writing;
25 individualized instruction; resource to administration at the site; orienting new
26 employees; possible substitute teaching in areas of experience or training; etc. This
27 determination shall not be arbitrary or capricious and shall consider the unit
28 member’s preferences and capabilities.
29

30 2. Plan 2 – Reduced Workload (Willie Brown Act – Pre-Retirement Option)

31
32 This plan will be suspended through June 30, 2021 and shall be reinstated automatically
33 on July 1, 2021.

- 34
35 A. Definition: The Willie Brown Act is a pre-retirement option which allows a unit
36 member to work a reduced workload for proportionally reduced pay and to pay
37 into and to receive a full year of STRS credit.
38
39 B. Eligibility. A unit member must have reached the age of fifty-five (55) prior to
40 reduced services employment. The unit member must have been employed
41 full-time in a position requiring certification for at least ten (10) years of which
42 the immediately preceding five (5) years were full-time employment in the
43 District.

- 1 C. Reduced services employment shall be the equivalent of a one-half assignment.
2 Participants in the Willie Brown Act program must submit to the District by
3 April 1, of the preceding year, a proposed plan for retiree job sharing or otherwise
4 implementing the one-half assignment. The District shall not withhold approval
5 of plans unreasonably. The District shall notify the unit member of the decision
6 by June 1. Participants in retiree job sharing or half-time assignments must be
7 permanent unit members at the time the plan is submitted for approval. Retiree
8 job sharing or half-time assignments shall be granted on an annual basis. If the
9 proposed assignment is not approved, the Willie Brown Act participant (and the
10 job sharing participant, if applicable) will be employed in a full-time position.
11
- 12 D. The District shall compensate the Willie Brown Act participant one-half salary,
13 full fringe benefits, and will pay the full District STRS contribution. The unit
14 member shall pay the full employee STRS contribution required by the State. Any
15 job sharing participant (who is not a Willie Brown Act participant) shall be
16 compensated pursuant to Article XXV (Job Sharing), and shall be subject to the
17 provisions of said Article XXV.
18
- 19 E. During the school year, the option of part-time can be revoked only with the
20 mutual consent of the District and the unit member.
21
- 22 F. Responsibilities. Responsibilities of any assignment by two (2) retirees job
23 sharers may be divided and/or allocated according to a plan designed by the job
24 sharers and their immediate supervisor and with the approval of the District. Such
25 agreement shall be in writing. No unit member shall be asked to work beyond
26 that percentage of employment, except that, on the secondary level, both job
27 sharers shall return for Back-to-School and Open House, if applicable.
- 28 G. The District and the Willie Brown Act participants shall comply with the
29 provisions of Section 22724 of the California Education Code.
30
- 31 H. No unit member may participate in a Willie Brown Act program for more than ten
32 (10) school years.
33

34 Plan 3 – Golden Handshake

35

36 The District shall offer the “Golden Handshake” for unit members pursuant to the terms
37 and conditions set forth in Section 22714 of the California Education Code. The
38 program shall continue until Section 22714 sunsets.
39
40
41
42

1 ARTICLE XXI – CHILD ABUSE
2

- 3 1. The District shall continue to provide in-service training as agreed upon with the
4 Alhambra Teachers Association according to the law and adopt appropriate guidelines,
5 which shall include teachers’ rights and responsibilities.
6
- 7 2. No later than October 15 of each school year, the District shall provide to each unit
8 member a copy of the District’s child abuse reporting procedures and policies.
9
- 10 3. When a teacher notifies his/her immediate supervisor of an actual or potential case of
11 child abuse, upon request by the unit member, the supervisor may assist as necessary
12 that teacher in his/her fulfillment of legal responsibilities. The District shall not insist
13 that the teacher follow a particular course of action, and shall inform the teacher of
14 his/her duty. Such assistance shall include, but not be limited to, providing copies of
15 the official report forms, agency addresses, or telephone numbers, a quiet and private
16 place to complete the forms, assistance in completion of the forms if requested, and if
17 necessary as determined by the District, release time for the completion of the forms.
18
- 19 4. The District shall respect and maintain the confidentiality of all information on child
20 abuse when the teacher reports to the proper authorities. The District or its
21 representative shall keep the reporting unit member informed on any known information
22 which is in the best educational interest of the child relating to the reported incident.
23
- 24 5. If a unit member is accused of child abuse, the District shall comply with all
25 requirements of the California Penal Code, the California Education Code, and this
26 Agreement in determining the employment status of the unit member.
27
- 28 6. Should the unit member be found not guilty or the charges dropped, and should the
29 District elect not to take action against the unit member as a result of the incident, no
30 references or documentation shall be placed in the unit member’s personnel file.
31

32 ARTICLE XXII – SAFETY AND PROTECTION OF UNIT MEMBERS AND THEIR
33 PROPERTY, REIMBURSEMENTS, AND CRISIS PROVISIONS
34

- 35 • The Alhambra Unified School District and the Alhambra Teachers Association recognize
36 that all individuals have the right to a safe and healthy school environment. The
37 Alhambra school community promotes mutual respect, tolerance, and acceptance.
38 Together, we will not tolerate behavior that infringes on school safety.
39
- 40 • On a yearly basis, the District will provide support and training to maximize positive
41 interactions with all members of the Alhambra school community.
42

- 1 • Upon request, an administrator/designee will support a unit member when a unit member
2 expresses concerns. These necessary support services shall be scheduled on a mutually
3 agreed upon date and time.
4

5 1. Personal Property Claims
6

- 7 A. The District shall, after its verification of the claim, reimburse unit members for
8 the loss, destruction or damage to the unit members' personal property, such as
9 clothing, eyeglasses, watches, dentures, hearing aids, wigs, prostheses and the
10 like, necessarily worn or carried by the unit member in the line of duty. Such
11 loss, destruction or damage shall be as the result of accidental damage, arson,
12 vandalism or burglary, not caused by the negligence or misconduct of the unit
13 member.
14
- 15 B. Personal property, other than articles mentioned in Paragraph A above, must have
16 the prior approval for use by the unit member's immediate supervisor and an
17 agreed upon value of the property. Such personal property is expected to be
18 removed from District property on holidays, during vacation periods and after the
19 school's regular session.
20
- 21 C. Unit member owned vehicles shall be covered for reimbursement only to the
22 extent of verified vandalism occurring when the vehicle is damaged in the line of
23 duty. Damage to vehicle as the result of collision, theft of the vehicle or contents,
24 and damage to the vehicle resulting from actual theft are specifically excluded
25 from coverage.
26
- 27 D. The maximum reimbursement for any claim shall not exceed \$500 for each
28 occurrence. If all proper documentation is submitted to Risk Management, claims
29 shall be reimbursed within six (6) weeks.
30
- 31 E. The District will use its best efforts to reimburse unit members for out-of-pocket
32 expenses within 20 working days after proper documentation has been received in
33 the Accounting Department.
34

35 2. Crisis Provisions
36

- 37 A. A unit member shall not be required to perform duties under conditions which
38 pose an immediate and serious threat of bodily harm to the unit member, provided
39 that he/she has exhausted all reasonable means within his/her discretion to
40 remedy the situation.
41
42

1 B. Site Crisis Plan:

2 In order to prevent campus crime and violence and to promote safe educational
3 conditions, each site shall develop a Site Safety Plan. This Plan will include the
4 following:

- 5
- 6 1) An assessment of potential problem areas on the site and at site
7 related functions.
 - 8
 - 9 2) An action plan for implementing appropriate crisis strategies and
10 programs. Such plan should include procedures for notifying unit
11 members of occurrences of violence on campus or in the community.
 - 12
 - 13 3) Training in conflict resolution techniques and gang awareness for unit
14 members.
 - 15

16 C. Notice to Unit Members

- 17
- 18 1) No later than the end of October of each school year, the District shall
19 provide to each unit member copy of the current laws pertaining to the
20 protection of employees from violent acts.
 - 21
 - 22 2) If known at the time of enrollment or placement or within 24 hours of
23 knowledge of an incident, unit members shall be notified of pupils who
24 have engaged in or are reasonably suspected of engaging in activities
25 which would justify suspension or expulsion.
 - 26
 - 27 3) If a minor enrolled in a public school (grades TK-12) has been found by a
28 court to have used, sold, or possessed narcotics or controlled substances or
29 to have committed certain felonies, including murder, arson, rape,
30 robbery, assault, the information must be transmitted to the teacher at the
31 time of enrollment, if known, or within 48 hours of the District receiving
32 notification.
 - 33
 - 34 4) Any information received by a unit member pursuant to this section shall
35 be reviewed in confidence for the limited purpose for which it was provided
36 and shall not be further disseminated by the unit member.
 - 37

38 D. Attacks and Threats Against Unit Members

- 39
- 40 1) Whenever a unit member is attacked, assaulted, physically threatened, or
41 menaced the unit member will immediately report the incident to the

1 principal or site administrator, who shall promptly report the matter to the
2 police and to the District.

- 3
- 4 2) When a student has been suspended for attacking, assaulting, or menacing a
5 teacher, and is not removed from the school or program, the District will
6 place the student in a class other than that of the affected teacher if the
7 teacher so requests. When a student has been recommended for expulsion
8 for attacking, assaulting, or menacing a teacher, and is not removed from the
9 school or program, the District will place the student in a class other than that
10 of the affected teacher unless affected teacher specifically requests return.
11
- 12 3) When a unit member notifies his/her immediate supervisor of an incident in
13 which he/she is attacked, assaulted, or physically threatened, upon request
14 by the unit member, the supervisor may assist as necessary that school
15 employee in his/her fulfillment of legal responsibilities. Such assistance
16 may include but not be limited to providing law enforcement telephone
17 numbers, a quiet and private place for the required report and time for the
18 completion of the report.
19

20 3. Emergencies/Disasters

- 21
- 22 A. In the event of a general emergency or disaster during the unit member work day,
23 the site administrator will make a reasonable effort to meet the needs of unit
24 members with respect to their families. In the event that unit member assistance is
25 required beyond the work day, unit members shall be released for a reasonable time
26 on a rotating basis to attend to family needs. If required to return, the unit member
27 may be accompanied by family members for the duration of the emergency.
28
- 29
- 30 B. As part of the District Emergency Plan, lists of both site and classroom emergency
31 supplies shall be developed. The administration and unit members at each site shall
32 work together to develop a plan for the procurement of these supplies at the earliest
33 possible date.
34
- 35 C. A copy of the District Emergency Plan shall be in a conspicuous and easily
36 available place in the principal's office and in each high school library.
37
- 38 D. Teachers shall, during the first two weeks of school, orient their students to the
39 school emergency procedures. Within the next two weeks, disaster drills shall be
40 held on every school campus. Fire drills will be held at least monthly, and disaster
41 drills at least twice a year.
42

1 4. Unit Member Liability

2
3 Unit members, except a licensed nurse, shall not be required to perform medical
4 procedures on or for student including, but not limited to, oral and tracheal
5 suctioning, pulmonary toileting, cauterization, changing diapers (except at the Infant
6 Center, and occasionally at preschool sites), gavage feeding, drawing blood, performing
7 Credes Maneuver, or giving tracheostomy, colostomy, urostomy or ileostomy care.
8

9 5. Safety Committee

10
11 The District shall implement safety committees in accordance with the law.
12

13 6. Searches

14
15 A unit member's person and belongings are excluded from campus searches which are
16 not part of law enforcement activities.
17

18 Article XXIII – INTERVENTION/DISCIPLINE

19 1. Intervention/Discipline

20 A. Any intervention or discipline imposed by the District shall be reasonably related
21 to the seriousness of the misconduct; and/or shall be reasonable in light of the
22 number and frequency of prior incidents of misconduct by the unit member. It is
23 also understood and agreed throughout this section there is no restriction on the
24 District's ability to exercise its management responsibility to supervise all
25 employees, and that it is the right, responsibility, and purview of the District to
26 bring to the attention of any unit member behavior on his/her part which is not in
27 keeping with Board Policy, Administrative Regulations, Ed Code or negatively
28 affects the students under his/her care and supervision. Additionally, it is the
29 responsibility of the district to determine the seriousness of the behavior or
30 misconduct and reasonableness of the discipline/consequences applied within the
31 boundaries of this Agreement, the law, Board Policy and Ed Code. Nothing in this
32 section prescribes the frequency or sequence of discipline to be applied.
33

34 B. Intervention and discipline, other than suspension without pay for up to five (5)
35 working days, is not grievable. However, in the spirit of maintaining the
36 corrective intent and nature of consequences applied as a part of this article, when
37 requested by the employee and the Alhambra Teachers Association the supervisor
38 will meet with the employee involved and their exclusive representative to clarify
39 the serious nature of the incident and the decision of the consequence.

- 1 C. Upon the request of the unit member, a letter of warning/reprimand may be
2 referred to the Assistant Superintendent of Human Resources who shall meet with
3 the parties, review the situation, and make a decision about adjusting the nature of
4 the letter.
5
- 6 D. It is the intent of the District to provide interventions, if appropriate, before
7 disciplinary action.
8
- 9 E. It is the intent of the District that all interventions and discipline be corrective and
10 progressive in nature.
11
- 12 F. Generally speaking, a written warning or reprimand would be preceded by a
13 conversation or verbal warning, but this language in no way restricts the District's
14 right to move to a higher level based on its determination of the seriousness of the
15 actions or behavior of the employee.
16
- 17 G. Examples of interventions include, but are not limited to:
18 1. Verbal Warning
19 2. Conference Memorandum
20 3. Training, and counseling may also be appropriate interventions as
21 determined by the District.
22 4. These would not be not included in the official personnel file
23
- 24 H. Examples of Discipline would include but not be limited to:
25 1. Written Warning
26 2. Written Reprimand
27 3. Suspension
28 4. Further levels of discipline may be applied at the District's discretion upon
29 determination of the seriousness of the action or behavior of the employee
30 up to and including dismissal.
31 5. These would be placed in the official personnel file
32
- 33 I. The employee has the right to respond in writing to a written intervention or
34 discipline within ten (10) days of receiving it. The response will be attached to the
35 written intervention or discipline. The two documents will exist together in the
36 appropriate file.
37
38

1 2. Limitation of the District’s right to suspend

2 A. A Unit member may be suspended without pay for just cause only. When any
3 suspension without pay is imposed the salary effects of that suspension shall not be
4 implemented until the suspension has become final as provided in this Section. The
5 District shall have no right to suspend unit members pursuant to Section 44932 of
6 the California Education Code.

7
8 B. The concept of “progressive discipline”: and the prohibition of disparate treatment
9 by an administrator are to be generally applicable.

10
11 C. Representation

12 1. When an administrator has a conference with a unit member where it is
13 evident at the time the meeting is convened that the unit member is the
14 focus of a possible discipline, the unit member shall be informed of the
15 purpose of the meeting and advised of his or her right to an Association
16 representative. Upon request, the unit member shall be accompanied and
17 represented by Association representation. Non-availability of the
18 representative for more than a reasonable time shall not delay the
19 conference.

20
21 a) Prior to the imposition of a suspension, the administrator shall
22 advise the unit member that such action is about to be taken, the
23 cause(s) for the suspension, and that a meeting will be held to
24 discuss the matter, at which time the unit member may be
25 accompanied by Association representation (see Article IV,
26 Section 13)

27
28 b) Under normal circumstances, the administrator shall not impose a
29 suspension until after the Superintendent or designee has consulted
30 with a designee of the Alhambra Teachers Association. Non-
31 availability of the unit member or representative for more than a
32 reasonable time shall not delay the disciplinary action.

33
34 c) At the close of, or subsequent to, the above meeting, the
35 administrator shall announce to the unit member and
36 representative, if any, whether the suspension is to be imposed,
37 the length of suspension to be imposed, the causes(s) for the
38 suspension and immediately confirm same in writing. The above
39 meeting may, in emergency situations requiring immediate
40 suspension, be held as soon as possible after the suspension has
41 begun.

42
43 d) When imposing discipline, confidentiality and privacy appropriate
44 to the professional relationship shall be maintained.

1 D. Suspension

- 2 1. The recipient of such notice of suspension shall be permitted to file a
3 written statement in response to the notice; such shall be attached to all
4 copies of the notice retained by the District.
5
6 2. If the unit member is suspended without pay and if the unit member wishes
7 to obtain review of the decision, a notice of appeal to the Human Resource
8 office shall delivered within five (5) days of receipt of the notice.
9
10 3. Within five (5) days after receipt of the unit member's notice of appeal, the
11 Superintendent (or designee) shall hold an appeal meeting to discuss the
12 matter, and shall by the end of the following day, announce a decision. The
13 announcement shall be in person or by telephone, with an immediate
14 confirming letter sent to the unit member and representative, if any.
15
16 4. Within five (5) days after the above administrative appeal decision is
17 announced, the Association must, if it determines that the matter is to be
18 appealed to arbitration, notify the District in writing of its intention. The
19 Association and the District shall then follow the procedures set forth in
20 Article VII (Grievance Procedures), Level III, except that neither the
21 District nor the Association (or grievant) shall have an attorney at the
22 arbitration hearing, request an arbitration transcript, or written briefing. The
23 District shall provide reasonable release time to the Association without
24 charge or subtraction from the Association days provided in Article IV
25 (Association Rights), Paragraph 8.
26
27 5. If at any of the above steps the unit member does not appeal as provided
28 above, the discipline shall be considered final.
29
30 6. Suspension without pay shall not be regarded as a precondition for any
31 dismissal, mandatory leave of absence, or non-reelection proceeding. If a
32 mandatory leave of absence or dismissal proceeding is filed based in whole
33 or part upon the service or conduct which gave rise to the disciplinary
34 proceeding under this Section, then any grievance arising under this
35 Section not yet taken to arbitration shall be deferred pending resolution of
36 the statutory proceedings.
37

38 ARTICLE XXIV – SELECTION OF UNIT MEMBER FOR SUMMER EMPLOYMENT

39
40 1. Summer Employment

- 41
42 A. Summer employment shall be defined as employment of a unit member for any
43 period after the official school calendar year ends until the day prior to the opening
44 of school or the day prior to the scheduled return date of the unit
45 member.

- 1 B. Anticipated summer employment positions shall be posted with selection criteria
2 at each school location no later than May 1. Posting shall be kept current through
3 the last unit member work day. Applications for summer employment, may be
4 picked up at the school office. Completed applications should be returned to the
5 Assistant Superintendent-Human Resources by the final filing date on the posting,
6 which shall be no less than ten (10) days from the date posted, or within five (5)
7 working days if posted after May 30.
8
- 9 C. Selection shall be according to District-established criteria. In cases of identical
10 eligibility, initial selection shall be by chance and rotated thereafter.
11

12 2. Summer School Employment
13

- 14 A. The Assistant Superintendent-Human Resources office shall distribute application
15 forms for summer school employment to all unit member by April 1 of each year.
16 Applications shall be returned to the Assistant Superintendent-Human Resources
17 office within ten (10) days. Unit members shall indicate on the application their
18 specific District assignments during the regular and summer sessions for the last
19 five (5) years.
20
- 21 B. For purposes of this Article, "Districtwide seniority" is measured from the first
22 date of paid service in a probationary position.
23
- 24 C. All unit members, exclusive of ATA members designated as provided in
25 Paragraph 5. below, must indicate that they will be available for the entire
26 summer employment period as a qualification of employment.
- 27 D. The Association shall be entitled to unpaid released time for not more than
28 three (3) unit members as designated by the ATA President for not more than
29 one (1) week per individual, provided that a qualified and credentialed substitute
30 can be obtained. The substitute must be available for the full term of the absence.
31
- 32 E. The Assistant Superintendent-Human Resources office shall notify, in writing,
33 those unit members selected or not selected for employment in summer school
34 classes on or before June 1. The notification shall include a list of all members
35 selected for employment.
36
- 37 F. Selection of Elementary Summer School Classroom Teachers
38
- 39 1. Applicants with successful teaching experience for grades K-8 summer
40 school, exclusive of ELD, shall be selected according to Districtwide
41 seniority.
42

- 1 2. Applicants with successful teaching experience for TK-8 ELD who meet
2 the following requirements shall be selected according to Districtwide
3 seniority:
4

5 For District or for categorically funded classes using District curriculum
6 designated as ELD, the following is required: Possession of a California
7 Commission on Teacher Credentialing-approved certificate for LEP
8 services (Bilingual/Bicultural Certificate, Language Development/
9 Specialist Certificate, CLAD/BCLAD, and/or SB I969 Certificate), or in a
10 training program to obtain one of the above certificates.
11

12 G. Selection of High School Summer School Teachers
13

- 14 1. Applicants for grades 9-12 who meet the following requirements shall be
15 selected according to Districtwide seniority:
16

17 a. Credential, and/or major or minor in the subject field. For District
18 or for categorically funded classes using District curriculum
19 designated as ELD, the following is required: Possession of a
20 California Commission on Teacher Credentialing-approved
21 certificate for LEP services (Bilingual/Bicultural Certificate,
22 Language Development Specialist Certificate, CLAD/BCLAD,
23 and/or SB1969 Certificate), or in a training program to obtain one
24 of the above certificates.
25

26 b. Successful teaching experience within the last five (5) years in the
27 same or equivalent summer school courses in the regular session.
28

29 c. Teachers who meet requirements 1 and 2 above and have ELD
30 experience and/or training will be given priority in classes
31 containing more than forty percent (40%) of LEP students.
32

- 33 2. In cases of identical seniority, the following criteria in priority
34 order will be used:
35

36 a. Current length of service in regular session within the specific
37 subject area within the District.
38

39 b. Having taught that particular subject during the regular session
40 or having taught that subject three (3) times within the last
41 five (5) years in summer sessions or adult education programs
42 establishes eligibility.

1 c. In cases of continued identical eligibility, the initial selection
2 will be made by chance and rotated annually thereafter as
3 required.

4
5 d. If additional teachers are needed and are not filled by the above
6 requirements, they will be selected by the District.
7

8 3. Selection of Instructional Specialists
9

10 Instructional Specialists will be selected by the District.
11

12 4. Selection of Support Staff
13

14 Applicants for support staff, Speech/Language Pathologists, and Nurses shall be selected
15 with criteria other than seniority. Selection shall be according to District-established
16 criteria. In cases of identical eligibility, initial selection shall be by chance and rotated
17 thereafter.
18

19 5. Selection of Teachers for Special Education Summer School
20

21 A. Teachers shall be selected according to the following criteria listed in priority order:

22 1) Teachers of regular term special day classes, RSP classes and Speech/
23 Language Pathologists serving those classes will have priority of
24 assignment to their class for the extended session, provided two-thirds
25 of the students in that teacher's class pre-enroll for the extended session.
26

27 2) Appropriately credentialed successful teachers with longest District
28 seniority will be selected.
29

30 B. In cases of continued identical eligibility, the selection will be made by chance
31 and rotated annually thereafter as required.
32

33 C. If additional teachers are needed and are not filled by the above requirements, they
34 will be selected by the District.
35

36 6. Selection of Counselors
37

38 A. Provided that counselors are hired for non-project summer school, applicants
39 who meet the following requirements shall be selected according to Districtwide
40 seniority as counselor in the District.
41

42 1) Full counseling credential.

43 2) Currently a successful counselor during the regular session.

1 B. In cases of identical seniority as a District counselor, the following criteria in
2 priority order will be used:

- 3
4 1) Seniority in the District.
5
6 2) In cases of continued identical eligibility, the initial selection will be
7 made by chance and rotated annually thereafter as required.
8

9 C. Provided that counselors are hired for project schools, applicants who meet the
10 following requirements shall be selected:

- 11
12 1) Full counseling credential.
13
14 2) Seniority as project counselor at that site.
15
16 3) If additional project counselors are needed and not filled by the above
17 requirements, they will be selected by the District.
18

19 7. Selection of Adult Education Summer Session

20
21 A. Applicants for Adult Education teaching/counseling positions who meet the
22 following requirements shall be selected according to seniority within the
23 Adult Division:

- 24 1) Appropriate, valid credential, authorizing service to adults.
25
26 2) For teachers, successful adult education teaching experience within
27 the last five (5) years in the same or equivalent courses in the regular
28 and/or summer session: for counselors, primary, assignment as an
29 Adult School counselor during the regular school year.
30

31 B. In cases of identical seniority, the following criteria, in priority order will be
32 used:

- 33
34 1) Current length of service in regular session within the specific subject
35 area within the Adult Division.
36
37 2) Having taught that particular subject during the regular adult session
38 or having taught that subject three (3) times within the last five (5) years
39 in Adult Education summer session.
40
41 3) In cases of continued identical eligibility, the initial selection will be made
42 by chance and rotated annually thereafter as required.

1 employment except that, on the secondary level, both job sharers shall return for Back to
2 School and Open House unless teaching in only one semester, at which time the teacher
3 attends the evening function scheduled during that semester.

4
5 5. Compensation: In accordance with contract provisions.

6
7 6. Work Year – Work Day: In accordance with contract provisions.

8
9 7. Fringe Benefits: The District shall contribute the percentage of employment of each
10 participant as indicated in Paragraph 4 of the normal paid contribution for each unit
11 member for health, dental, vision and life insurance. Each job sharing unit member
12 must contribute the remaining percentage on a monthly basis for the fringe benefits
13 coverage to remain effective.

14
15 8. Return to Full-Time: If the job sharer wishes to increase from part-time to full-time
16 during the school year, such increase will depend upon the staffing needs of the District
17 and unit member’s qualifications.

18
19 9. If, for any reason, one of the job sharing unit members wishes to leave the assignment
20 during the year, the remaining unit member has the following options:

21
22 A. Take the class full time for the remainder of the school year.

23 B. Request a leave of absence for at least the remainder of the school year.

24
25 C. Permit another unit member to complete the school year for the absent member on
26 a semester basis.

27
28 ARTICLE XXVI – SALARY PROVISIONS

29
30 1. General Provisions

31
32 A. Unit members who serve less than the required annual number of days for regular
33 full-time unit members in their classification, shall receive salary in the ratio that
34 the number of days actually served bears to the total number of annual days for
35 that classification. Notwithstanding the above, unit members who serve for one
36 (1) full school semester, shall receive not less than one-half (½) the annual
37 applicable salary.

38
39 B. Salary warrants for unit members shall be issued as stated in Paragraph 2. below,
40 with appropriate deductions.

41
42 C. Unit members required to travel within the District as part of their assignment will

1 keep a record of mileage driven on the District form, and shall be compensated in
2 accordance with the IRS allowance schedule. Mileage claims shall be submitted to
3 the Accounting Department at the end of each semester. Mileage shall be paid
4 twice a year.
5

6 2. Pay Days
7

- 8 A. Monthly salary payments on a tenths basis for unit members are made on the last
9 calendar day of the first month of the school year and ending the last calendar day
10 of the last month of the school year. Adult Education Unit Members will be paid
11 on a monthly basis on an agreed upon date based on the appropriate payroll cycle.
12
- 13 B. Extra duty pay assignments will be paid within thirty (30) days of the completion
14 of the assignment and receipt of applicable time sheets.
15
- 16 C. When retroactive payments are due to employees, the District will issue retroactive
17 paychecks within 65 days of Board approval of the ratified agreement. If
18 extenuating circumstances arises to delay this process, the District will notify the
19 Association. The District will make every effort to expedite the process. Days, for
20 the purpose of this item shall be days which the District is open for business.
21

22 3. Initial Placement on Schedules
23

- 24 A. Credit for service for ATA Unit Members hired to begin on or after
25 September 1, 1998 shall be allowed on the salary schedule at the rate of one (1)
26 increment (step) for one (1) year of comparable service, up to a maximum of
27 seven (7) years of service with the maximum placement on step eight (8).
28 (Except for Speech and Language Pathologist Teachers who are to receive year
29 for year service). For unit members hired before September 1, 1998, the allowed
30 credit is (1) increment (step) for (1) year comparable service, up to a maximum of
31 five (5) years service with the maximum placement of step six (6). Service
32 is earned by any combination of the following: applicable teaching experience and
33 vocational experience exceeding that required for vocational credentials. Private
34 school experience for step increment on the salary schedule will be accepted,
35 providing the private school was state accredited at the time of the unit member's
36 employment. All previous experience shall be verified by official statements by
37 prior employers before experience credit will be allowed.
38
- 39 B. Employment as a day-to-day substitute, practice teaching, teacher assisting or
40 internship programs shall not be used in computing years of service for salary
41 placement. All course work approved for initial placement must be verified by
42 official transcripts. It is the responsibility of the new unit member to provide the

1 District with a complete set of official transcripts for all course work completed
2 prior to the effective date of initial employment. These transcripts must be
3 received by the District within ninety (90) days from the date of initial
4 employment. An extension of time of ninety (90) days will be granted if the unit
5 member shows proof that he/she has attempted to secure the transcripts within the
6 specified amount of time. All transcripts received after ninety (90) days from the
7 date of initial employment or after the extension of time, regardless of when those
8 units were completed, will be considered under other provisions of this Agreement
9 relating to column movement. Within thirty (30) days after receipt of the complete
10 set of transcripts, the District shall send the unit member two (2) District
11 evaluation forms, indicating units allowed and initial salary placement. One of the
12 forms must be signed, dated and returned within ten (10) days of receipt to the
13 District. Earned degrees received and units of study in an accredited institution of
14 higher learning shall be allowed for initial placement.
15

- 16 C. The accreditation status of a college, university or private school, at the time of the
17 unit member's enrollment, shall prevail. Previous or subsequent accreditation
18 shall not be considered. Unit members exclusive of SLPs, who resign from the
19 District, and are subsequently reemployed, will be placed on the salary schedule in
20 a position no higher than the sixth (6th) step, eighth (8th) step if hired on or after
21 September 1, 1998, their previous experience notwithstanding. In addition, unit
22 members returning to the District shall count their prior District service or service
23 recognition, Section 13 below. This is not considered salary schedule placement
24 or rating-in. However, permanent (tenured) unit members who resign and are
25 subsequently reemployed within thirty-nine (39) calendar months from the time of
26 resignation, shall be restored to their previous schedule status. Unit members
27 whose initial District employment was in programs conducted under contract with
28 public or private agencies or other categorically funded projects, and then were
29 subsequently employed as probationary teachers with no break in service, shall be
30 credited with the time served in the specially funded program for salary schedule
31 placement and advancement purposes.
32

33 4. Step Movement
34

35 Unit members eligible for a step increase on the salary schedule shall advance only one
36 (1) step in any one school year for each year of service.
37

38 5. Column Movement
39

- 40 A. Course credit for column movement shall be given for post-graduate, upper
41 division or graduate course work taken after the B.A. at four-year colleges,
42 universities or graduate schools which are accredited by a recognized regional
43 accrediting commission. Semester hours (units), as defined by the particular

1 accredited college, university or graduate school, will be acceptable for column
2 movement. Quarter hours (units) shall be converted to semester hours (units) by
3 multiplying the total of such hours (units) by two-thirds (2/3). Column
4 movement shall be limited to two (2) columns per year.

5
6 Bilingual inservice approved by the District shall be applicable for course credit for
7 column movement. Fifteen (15) hours of said classes will equate to one (1)
8 semester hour (unit). Credit for language acquisition classes will be limited to a
9 maximum of five (5) semester units. No course credit shall be granted if a class is
10 repeated.

11
12 Unit members employed prior to December 16, 1983, may apply for lower division
13 unit credit for column movement in accordance with the provisions of Article
14 XXVI (Salary Provisions and Schedules), Paragraph 5.D. Unit members hired or
15 rehired after December 16, 1983, who take course credit for column movement on
16 Salary Schedule "A" shall be governed by the following conditions:

- 17
18 1) courses must be directly related to the unit member's assignment by the
19 District; or
20 2) courses must be in the unit member's academic or teaching credential
21 major or minor; or
22 3) courses must have prior written approval of the District.
23 4) Article XXVI (Salary Provisions and Schedules), Paragraph 5.C., is also
24 applicable to this provision.

25
26 Disputes over the applicability of course work for column movement related to
27 Paragraph A. 1) and A. 2) of this section shall be referred to a committee of seven
28 (7) members whose majority decision shall be final. The committee shall consist of
29 four (4) members appointed by the Association and three (3) members appointed by
30 the District, one (1) of whom shall be the Assistant Superintendent-Educational
31 Services, who will be chairperson.

32
33 B. It is the responsibility of unit member requesting reclassification from one column
34 to another column to provide the District with official college or university
35 transcripts. The burden of proof of units taken shall be with the unit member.
36 When such reclassification application has been properly submitted and official
37 transcripts have been received and verified by the District, reclassification shall take
38 place in the following manner:

- 39
40 1) If transcripts are received and verified within six (6) calendar months of the
41 date in which the course work was completed, the District shall reclassify
42 the unit member effective the first full pay period following the date on

1 which the course work was completed.

2
3 2) Up to six (6) months retroactive pay shall be granted when transcripts
4 are received and verified by the District within one year of completion
5 of course work.

6
7 C. Any error in classification shall be corrected as soon as the error is verified. Credit
8 will not be accepted for course work taken in the armed services, except as it was
9 taken in conjunction with an accredited college or university can be verified
10 through official transcripts. Course work with the prior approval of the District
11 may be taken through a foreign university or other institution which sponsors travel
12 tours for credits. Such courses must be assigned upper division or graduate status,
13 assigned a course title and be given unit value. Such foreign university or other
14 institution must be listed in the current edition of accredited institutions of higher
15 learning or one of its regional accrediting commissions.

16
17 D. If a member believes that participation in a lower division course will be of direct
18 benefit to the District, such unit member may petition the District for a waiver.
19 Such waiver, if granted, would allow the units so approved to be counted for
20 advancement on the salary schedule. Prior to the date of enrollment in lower
21 division courses, the unit member must make formal application to the District and
22 receive approval in the form of the aforementioned waiver.

23
24 E. Unit Members eligible for column movement shall be placed at their appropriate
25 step.

26
27 6. X and Y Credit – Salary Schedule A

28
29 All courses approved as of August 31, 1984, under the X and Y Salary Credit provisions
30 of the 1982-84 Agreement (Article XXIV, Section 6), when completed, will be honored
31 even though the program has been terminated

32
33 Computation of X and Y Credit

34 A. Column IV, Step X

35 Unit members shall receive 105% of Column IV, Step 11

36
37 B. Column IV, Step Y

38 Unit members shall receive 105% of Column IV, Step X

39
40 C. Column V, Step X

41 Unit members shall receive 105% of Column V, Step 12

1 D. Column V, Step Y
2 Unit members shall receive 105% of Column V, Step X
3

4 7. Column Movement – Salary Schedule “A”
5

6 A. Column I
7 B.A. or appropriate vocational or bilingual credential.
8

9 B. Column II
10 B.A. plus thirty (30) upper division or graduate semester units after receipt of B.A.
11

12 C. Column III
13 B.A. plus forty-five (45) upper division or graduate semester units after receipt of
14 B.A.

15 D. Column IV
16 B.A. plus seventy-five (75) upper division or graduate semester units after receipt
17 of B.A.; or B.A. plus sixty (60) upper division or graduate semester units after
18 receipt of B.A., including M.A.
19

20 E. Column V
21 B.A. plus seventy-five (75) upper division or graduate semester units after receipt
22 of B.A., including M.A.
23

24 8. Summer School Salary Schedule “A”
25

26 Salary Schedule “A” for unit members in effect on February 1 of each year will be used to
27 compute the salaries for unit members for the following summer school session. Step 1 in
28 Columns I through IV shall be multiplied by a factor of .0440 to determine the summer
29 session daily rate. All unit members will be placed on Step 1. Column placement will be
30 determined by the placement of each unit member on February 1 of each year. Unit
31 members in Column I, II, III, and IV shall be in their appropriate Column. Unit members
32 in Column V shall be placed in Column IV.

33 Provided state funding is sufficient, the secondary summer sessions shall consist of thirty
34 (30) days of paid assignment and the elementary summer session shall consist of twenty
35 (20) days of paid assignment. Changes in the number of minutes of daily class assignment
36 for any summer session may be made by mutual agreement between the District and the
37 Association.
38
39
40
41
42

- 1 A. The daily work day of a unit member in regular summer session is five (5) hours,
 2 which includes either four (4) hours of class assignment plus one (1) hour of
 3 preparation, or five (5) hours of direct assignment. Preparation time beyond the
 4 the student day may be utilized at the school site or another site at the teacher's
 5 discretion.
 6
- 7 B. Unit members who are assigned additional duties over the daily work day shall be
 8 paid an additional twenty percent (20%) per hour of assignment.
 9
- 10 C. Illness or injury leave for each summer school session shall be earned at the rate of
 11 one (1) day for elementary summer session and one and one-half (1½) days for high
 12 school summer session, and if not used during the summer session, shall be paid to
 13 the unit member at the conclusion of the session at the same daily rate as paid for
 14 the session.
 15
- 16 D. Article X (Leaves of Absence) Paragraph 5. (Personal Necessity Leave), is
 17 applicable for use in summer school up to the days allowed in Paragraph 8. C.
 18 above, but Article X (Leaves of Absence) Paragraph 6. (Bereavement Leave) is not
 19 applicable to summer school.
 20
- 21 E. The District will provide summer salary checks on a published certificated hourly/
 22 daily summer school pay schedule.
 23

24 9. Unit Member Specialized Positions on Salary Schedule "A"

25
 26 Placement of Salary Schedule "A" Plus
 27 the Following Percentage on Column 4
 28 Step 1 of Salary Schedule
 29

30 Title of Position

31		
32	ATA President	.28 per month
33	Continuation High School Teacher/Advisor	.09 per month
34	Counselor	.18 per month
35	CTE Advisors	.18 per month
36	Department Head – High School	.15 per month
37	Elementary Librarian	.14 per month
38	Instructional Specialist (placed in alpa order)	.18 per month
39	Lead Nurse	.25 per month
40	Lead Psychologist	.25 per month
41	Lead Speech Language Pathologist	.25 per month
42	Librarian – High School	.15 per month

1	Licensed Mental Health Counselor	.18 per month
2	Nurse	.15 per month
3	Psych Counselor/Social Worker	.18 per month
4	Psychologist*	.18 per month
5	Speech/Language Pathologist **	.12 per month

6
7 NOTE: Computations to be rounded to the nearest whole dollar.

8
9 *Psychologists remaining on Salary Schedule A

10 **These hours shall be required only when (non-general) special education funds
11 allow for this payment.

12
13 Individual unit members who were paid a stipend on the above and/or Salary Schedule
14 “B” prior to February 1, 1983, and whose positions have been deleted from the above
15 Salary Schedule, shall continue to receive the same stipend for as long as they continue
16 in the same position.

17
18 MOU-The District shall change the job title of Intervention Advisors to “Elementary 5-
19 hour Counselor” and will be placed on the counselor’s salary and work schedule, effective
20 July 1, 2022.

- 21
22 10. 6th Period Teaching Assignment – HS Placement on Salary Schedule “A”
23 plus 16.7% per month
24 11. Extra Hourly Rate Assignment .8% of Column 4 Step 1 of
25 Salary Schedule “A”

26 Curriculum writing, proficiency testing,
27 Civic Center teaching, DIS counselor,
28 Chapter I Learning Center teacher,
29 Independent Studies teacher, home teaching,
30 intern psychologist, one half or more paid for
31 full class period coverage, contract matter committee
32 meetings.

- 33
34 12. Doctoral Degree Increment

35
36 A unit member who has received an acceptable Doctorate Degree from an accredited
37 institution shall receive an additional Doctorate degree increment as per the salary
38 schedules over eligible placement on the salary schedule. The acceptability
39 of the Doctorate Degree shall be determined by the District. Doctoral allowance will be
40 increased by a percentage equal to salary schedule “A” increase.

41
42

1 13. Service Recognition – Salary Schedule A

2
3 A. Effective July 1, 2015, full-time unit members shall receive a service recognition
4 increase as applicable to the respective salary schedules A, 8, J, Z, L, P, I commencing
5 on each of the following years of service: the thirteenth year (13) year of service; the
6 eighteenth (18th) year of service; the twenty-third (23rd) year of service; the twenty-
7 eighth (28th) year of service; the thirty-third (33rd) year of service; and, the thirty-eighth
8 (38th) year of service.

9
10 B. Less than full-time unit members on a regular assignment shall receive a prorated
11 amount in the same ratio as their assignment is to a full-time employee.

12
13 C. Beginning July 1, 2006, Service Recognition will be disconnected from Salary
14 Schedule “A” column 5 Step 12.

15
16 NOTE: Computations are to be rounded to the nearest whole dollar.

17
18 D. Longevity stipends for all psychologists on Salary Schedule D as follows:

- 19 • 13 years = \$ 500
- 20 • 18 years = \$1,000
- 21 • 23 years = \$1,500
- 22 • 28 years = \$2,000
- 23 • 33 years = \$2,500
- 24 • 38 years = \$3,000

25 With this new stipend schedule, psychologists will be required to work the ten (10)
26 adjunct hours.

27
28 14. Coaching and Miscellaneous Stipends

29
30 A. Pay for assignments in this section is defined as compensation received for
31 supervision of an additional approved service or activity performed outside the
32 Unit Member Work Year, as defined in Article XI, and/or the Unit Member Work
33 Day as defined in Article XII.

34
35 B. The amount of compensation received shall be a ratio of the Standard Recompense
36 Unit which is thirty-nine and one-half percent (39.5%) of Column 4, Step 1, of
37 Salary Schedule “A,” based on the following criteria:

- 38
- 39 1) Actual required hours involved in assignment.
- 40 2) Number of participating students.
- 41 3) Special requirements of weekend, holiday time.
- 42 4) The number of direct public exposure events required of the assignment.

1 C. Coaches will be rated in on the Coaching and Miscellaneous Stipend Schedule as
2 per their years of service.

3
4 D. The Coaching and Miscellaneous Stipend Schedule below is effective July 1, 2016
5 and the District will pay the following amounts on a one-time, non-precedent
6 setting basis to coaches and advisors who were in their respective positions in 2015-
7 16 and continued into 2016-17:

8 Head Coaches	\$1,000
9 All others including Advisors	\$500

10
11 E. Coaching and Miscellaneous stipends will be disconnected from the ATA Salary
12 Schedule A effective July 1, 2018.

13
14 F. In the event of an extended season for C.I.F. playoff competition, a week’s pay
15 will be received for each week the season is extended. The weekly rate shall
16 be equal to ten percent (10%) of the annual rate for the assignment.

17
18 G. If the District creates an assignment not listed in this section, the District shall
19 determine and establish the compensation rate and duties applicable. If the District
20 determines the assignment shall be a continuing assignment, it shall be negotiable at
21 the next negotiation period.

22
23 NOTE: Computations are to be rounded to the nearest whole dollar.

24 H. Create a Miscellaneous and Coaching Salary Schedule Committee to study the
25 issues identified by the Committee regarding Article XXVI, Section 14. The
26 Committee shall be composed of two (2) elementary and two (2) high school unit
27 members, appointed by the Association, and one (1) elementary and two (2)
28 high school administrators and one (1) District Office administrator, appointed by
29 the District.

30
31 *Refer to Coaches and Advisors on District website for most current “Advisor and
32 Coaching Stipends” salary schedule.*

33 ** Cheer Stipend included.*

34
35 NOTE: Computations to be rounded to the nearest whole dollar.

36
37 ARTICLE XXVII – TEMPORARY UNIT MEMBERS

38
39 1. Any person employed for one (1) complete school year as a temporary unit member shall,
40 if reemployed for the following school year in an “open” or “vacant” position requiring
41 certification requirements, be classified as a probationary unit member and the previous
42 year’s employment as a temporary unit member shall be deemed one (1) year’s

1 employment as a probationary unit member for purposes of acquiring permanent status.

2
3 Vacant Position: "Opening" shall refer to a growth position which the District determines
4 to fill with a permanent or probationary bargaining unit member (as opposed to a substitute
5 or temporary certificated employee).

6
7 "Vacancy" shall refer to an available existing position which the District determines to fill
8 with a permanent or probationary bargaining unit member (as opposed to a substitute or
9 temporary certificated employee).

10
11 The decision as to which temporary unit members are selected for reemployment as
12 probationary unit members shall be based upon the following criteria:

- 13 A. Credentialing requirements
- 14 B. Performance evaluations
- 15 C. Unit member's subject area of competence
- 16 D. Unit member's length of in-District service under contract
- 17 E. District's affirmative action policy

18
19 2. By November 1 of each school year, adjustments in the number of temporary unit
20 member/probationary positions shall be established. The Association shall receive a list
21 of temporary unit members converted to probationary status within 10 days of conversion.

22
23 3. Evaluation Procedures
24 See Article XVII (Evaluation).

25
26 4. Benefits

27
28 A. Temporary unit members employed sixty-nine percent (69%) or more of a full-time
29 assignment on a daily and/or weekly basis are eligible for fringe benefits enumerated
30 in Article XXX (Fringe Benefits).

31
32 B. Temporary unit members who work seventy-five percent (75%) or more of a
33 complete school year shall receive fringe benefits, effective through the last day of
34 August.

35
36 5. Sojourner unit members are entitled to leaves enumerated in Article X (Leaves of
37 Absence), with the exception of sabbatical leaves, paid jury duty, government order
38 leaves (unless such leaves comply with Education Code 44987.3), military (unless required
39 by U.S. or California law), commissions (unless such leaves comply with Education
40 Code 44987.3), and witness leave (unless the unit member is called as a witness in a matter
41 related to the unit member's work assignment).

1 ARTICLE XXVIII – CHILDREN’S CENTER TEACHER UNIT MEMBERS

2
3 Children’s Center Salary Schedule appears at the end of the contract.
4

5 1. Classification Definitions

- 6 • Children’s Center Permit (C.C.P.).
- 7 • Seventy (70) semester hours of credit with Children’s Center Permit.
- 8 • One hundred (100) semester hours of credit with Children’s Center Permit.
- 9 • Bachelor’s Degree with Children’s Center Permit.

10 A. Head Teacher – Placement on Children’s Center Teacher Unit Member Salary
11 Schedule plus \$75.00 per month.
12

13 B. Head Teacher – Social Worker: Placement on Children’s Center Teacher Unit
14 Member Salary Schedule plus \$350 per month.
15

16 2. Initial Placement A maximum of two (2) years credit for experience as determined by the
17 District may be allowed with starting placement on Step 3.
18

19 3. Step Advancement One step per year for each year of service.
20

21 4. Daily Work Day Full Time Assignment. Eight (8) hours on duty including a daily lunch
22 period as scheduled by the District. Shift assignments made by the administrator shall not
23 be made in an arbitrary or capricious manner. Compensatory time on an hour for hour
24 basis shall be provided for attendance at Open House.

25 5. All other provisions of Article XII (Unit Member Work Day), are applicable to Children’s
26 Center Teacher Unit Members.
27

28 6. Mileage To be paid on District mileage rates for prior approved home visits.
29

30 7. The Children’s Center unit members shall receive leaves for injury or illness provided by
31 law.
32

33 8. Vacation Full-time twelve (12) month Children’s Center unit members shall receive an
34 annual vacation of twenty-two (22) working days. Children’s Center unit members
35 employed less than twelve (12) months, or less than full-time, shall receive a proportion
36 of vacation days based on twelve (12) months full-time assignment.
37

38 A. With prior approval of the District, vacation may be granted during the year even
39 though not earned at the time the vacation is taken.
40

41 B. If a Children’s Center unit member resigns or is terminated and has been granted
42 vacation which was not yet earned at the time of resignation or termination, the

1 District shall deduct from the severance check the full amount of salary which was
2 paid for vacation and not earned.

3
4 C. Children’s Center unit members are to take their eligible vacation days each school
5 year on a schedule approved by the District. Exceptions to the above may be made
6 with prior approval of the District.

7
8 9. The District will not reduce certificated employees hired on or before May 1, 1995, or
9 their hours, at the Children’s Center.

10
11 ARTICLE XXIX – ADULT TEACHER UNIT MEMBERS

12
13 1. Definitions

14
15 A. “Opening” shall refer to a growth position which the District determines to fill
16 with a permanent or probationary bargaining unit member as opposed to a
17 substitute or temporary certificated employee.

18
19 B. “Vacancy” shall refer to an available existing position which the District determines
20 to fill.

21
22 C. Seniority is applicable only to permanent and probationary adult teacher unit
23 members.

24
25 2. Assignments

26
27 A. Adult teacher unit members will be notified of their assignments thirty (30) days
28 before the beginning of each semester. Adult teacher unit members may indicate
29 a preference for a change of assignment by notifying their supervisors in writing
30 forty-five (45) days before the beginning of the next semester. If the unit member
31 requests, he or she will meet with the appropriate adult school administrator to
32 discuss the reasons why assignment was not granted.

33
34 B. Adult teacher unit members who have been employed during the current semester
35 must be notified in writing when they are not selected for a position for which they
36 have applied. The adult teacher may request a conference with the hiring
37 administrator. Upon request, the adult teacher will receive reasons for non-selection.
38 These reasons are not grievable and shall not be placed in the unit members
39 personnel file.
40
41
42

1 3. Classification of Teachers

- 2
- 3 A. Thirty-five (35) hours a week is considered a full-time assignment for an adult
- 4 teacher unit member.
- 5
- 6 B. Permanent: In order to attain permanent classification, an adult teacher unit member
- 7 must be assigned no less than twenty-one (21) hours per week and must have served
- 8 for at least seventy-five percent (75%) of the adult school year for two (2)
- 9 consecutive school years. Permanent classification shall be for such service as is
- 10 equivalent to the average number of hours per week which he has served during his
- 11 probationary years.
- 12
- 13 C. Probationary: Adult teacher unit members shall be probationary during the first
- 14 two (2) years in which they are assigned at least twenty-one (21) hours per week for
- 15 seventy-five percent (75%) of the school year.
- 16
- 17 D. Temporary adult teacher: Unit members who serve for twenty (20) or less hours per
- 18 week.
- 19

- 20 4. The District shall post each school location, notice of each known unit member opening or
- 21 vacancy, together with a deadline for applications, which shall be no less than seven (7)
- 22 days prior to the unit member opening or vacancy being filled. Current adult education
- 23 teachers who apply for posted vacancies or openings will be given priority before outside
- 24 applicants as long as the current employees possess the proper credentialing, satisfactory
- 25 performance evaluations and comparable experience. If the unit member requests, he or
- 26 she will meet with the appropriate adult school administrator to discuss the reason(s) why
- 27 the assignment was not granted. The unit member may request to meet with the Assistant
- 28 Superintendent of Educational Services, after meeting with the Adult Education
- 29 Administrator to discuss reason(s) the assignment was not granted. The reason(s) given
- 30 for not granting the assignment are not grievable and shall not be placed in the unit
- 31 member's personnel file.
- 32

33 However, the District may, in cases where a unit member opening or vacancy occurs within

34 ten (10) days of the first day of school, or after the first day of school, fill such a position

35 for the rest of the semester with a substitute or temporary certificated employee without

36 going through any posting procedures or transfer considerations. If the position is to be

37 retained, it is to be posted as a unit member opening or vacancy for the following semester.

38 Teachers hired on a substitute basis who complete seventy-five percent (75%) of the

39 semester in a single assignment, shall at the time be reclassified as temporary retroactive to

40 their initial date of service in that single assignment.

41

42

1 5. Leave

- 2
- 3 A. An adult teacher unit member shall receive one (1) hour of sick leave accumulated
- 4 indefinitely, for each eighteen (18) hours paid service.
- 5
- 6 B. Adult teacher unit members are entitled to leaves enumerated in Article X (Leaves
- 7 of Absence), with the exception of sabbatical leaves, government order leaves
- 8 (unless such leaves comply with Education Code 44987.3), military (unless required
- 9 by law), commissions (unless such leaves comply with Education Code 44987.3),
- 10 and witness leave (unless the unit member is called as a witness in a matter related
- 11 to the unit member's work assignment).
- 12

13 6. Salary Schedule: Rules and Regulations

- 14
- 15 A. Adult Unit Member Salary Schedule appears at the end of the contract.
- 16

17 B. Initial Placement

18

19 Placement on the Adult Education Salary Schedule shall be as follows:

20

- 21 1) Column I
- 22 Appropriate credential authorizing service in Adult Education.
- 23
- 24 2) Column II
- 25 Appropriate credential authorizing service in Adult Education plus B.A.
- 26 plus thirty (30) semester units after receipt of B.A.
- 27
- 28 3) Column III
- 29 Appropriate credential authorizing service in Adult Education plus Masters
- 30 Degree.
- 31
- 32 4) All course work approved for initial placement must be verified by official
- 33 transcripts. It is the responsibility of the new unit member to provide the
- 34 District with a complete set of official transcripts for all course work
- 35 completed prior to the effective date of initial employment. These transcripts
- 36 must be received by the District within ninety (90) days from the date of the
- 37 initial employment. An extension of time of ninety (90) days will be granted
- 38 if the unit member shows proof that he/she has attempted to secure the
- 39 transcripts within the specified amount of time.
- 40

41 All transcripts received after ninety (90) days from the date of initial

42 employment or after the extension of time, regardless of when those units

1 were completed, will be considered under other provisions of this Agreement
2 relating to column movement. Within thirty (30) days after receipt of the
3 complete set of transcripts, the District shall send the unit member two
4 District evaluation forms indicating units allowed and initial salary
5 placement. One of the forms must be signed, dated and returned within
6 ten (10) days of receipt to the District. Earned degrees received and units of
7 study in an accredited institution of higher learning shall be allowed for
8 initial placement.
9

- 10 5. Credit for prior service in the Alhambra Unified School District, Alhambra
11 Adult ROP, or any other Adult education program shall be given on the
12 salary schedule at the rate of one (1) step for each two (2) years of service
13 up to five years for new hires.
14

15 C. Step Advancement
16

17 One (1) step for each two (2) years of service. A year of service is defined for the
18 provision as not less than twenty eight (28) weeks of paid service.
19

20 D. Service Recognition
21

- 22 1) Commencing the fifteenth (15th) year of service as an adult teacher unit
23 member, the unit member shall receive \$0.93 per hour in addition to his/
24 her eligible placement on the salary schedule.
25
26 2) Commencing the twentieth (20th) year of service as an adult teacher unit
27 member, the unit member shall receive \$1.86 per hour in addition to his/her
28 eligible placement on the salary schedule.
29 3) Commencing the twenty-fifth (25th) year of service as an adult teacher unit
30 member, the unit member shall receive \$2.71 per hour in addition to his/her
31 eligible placement on the salary schedule.
32
33 4) Commencing the thirtieth (30th) year of service as an adult teacher unit
34 member, the unit member shall receive \$3.34 per hour in addition to his/her
35 eligible placement on the salary schedule.
36

37 E. Column Movement
38

- 39 1) All adult education unit members hired prior to July 1, 1990, are eligible
40 to move to the equivalent step on Column II upon completion of ten (10)
41 years of teaching in the Alhambra Unified School District Adult Education
42 Division.
43

1 2) Adult unit members hired after July 1, 1990 shall be moved to Column II
2 based solely on education. Unit members who take course credit for column
3 movement on the Adult Salary Schedule shall be governed by the following
4 conditions:

5
6 a. Courses must be directly related to the unit member's
7 assignment by the District: or

8
9 b. Courses must have prior written approval of the District.

10
11 Disputes over the applicability of course work for column movement
12 related to Paragraph E.2.a of this section shall be referred to a committee
13 of three (3) members whose majority decision shall be final. The committee
14 shall consist of two (2) members appointed by the Association and one (1)
15 member appointed by the District.

16
17 3) It is the responsibility of the unit member requesting reclassification from
18 one column to another to provide the District with official college or
19 university transcripts. The burden of proof of units taken shall be with the
20 unit member. When such reclassification application has been properly
21 submitted and official transcripts have been received and verified by the
22 District, reclassification shall take place in the following manner:

23
24 a. If transcripts are received and verified within six (6) calendar months
25 of the date in which the course work was completed, the District shall
26 reclassify the unit member effective the first full pay period following
27 the date on which the course work was completed.

28 b. Up to six (6) months retroactive pay shall be granted when transcripts
29 are received and verified by the District within one (1) year of
30 completion of course work.

31
32 4) Any error in classification shall be corrected as soon as the error is verified.

33
34 F. Doctoral Degree Increment

35
36 A unit member who has received an acceptable Doctoral degree from an accredited
37 institution shall receive an additional one hundred-eighty-one dollars (\$181.00) per
38 month stipend over eligible placement on the salary schedule. The acceptability of
39 the Doctoral degree shall be determined by the District. This Doctoral allowance
40 will be increased by a percentage equal to Salary "E" increase. The stipend shall be
41 pro-rated for less than full-time service, with the total amount not to exceed one
42 hundred eighty-on (\$181.00). Full-time service is thirty-five (35) hours per week.

1 G. Fringe Benefits

2 To receive fringe benefits:

- 3
- 4 1. Permanent adult education unit members will be entitled to District paid
- 5 health benefits.
- 6 2. 21 hours/week or more District fully paid health insurance.
- 7
- 8 3. Adult Education teachers employed at least 17.5 hours per week but not more
- 9 than 21 hours per week will be eligible for benefits as follows:
- 10
- 11 a. If the employee selects Blue Shield as their medical
- 12 provider, the District will contribute the equivalent of 50% of the
- 13 District's current fiscal year cost for the selected medical plan (Blue
- 14 Shield. For dental, the District will contribute 50% of the
- 15 District's current fiscal year cost for single party Delta Premiere
- 16 which the employee can apply to either Delta Premiere coverage or
- 17 "DeltaCare PMI coverage for the employee and eligible dependents.
- 18 For vision, the District will contribute 50% of the single party VSP (if
- 19 Blue Shield is the selected medical provider, and 100% life insurance
- 20 on the employee. The employee will be responsible for paying the
- 21 remaining premiums to cover themselves and their eligible
- 22 dependents.
- 23 b. If the employee selects Kaiser as their medical provider, the District
- 24 will pay 100% of the current fiscal year single party rate for Kaiser,
- 25 the single party rate for Delta Premiere Dental, the single party rate
- 26 for VSP, and life insurance on the employee. Eligible dependent
- 27 coverage will be completely at the employee's expense.
- 28 4. If an adult teacher unit member's assignment is terminated after a semester,
- 29 fringe benefits shall continue for an additional thirty (30) days.
- 30

31 H. The District shall elect all current Adult Education teaching personnel to substitute

32 within the division. The District shall maintain a list of those Adult School teachers

33 who wish to substitute.

34

35 I. Priority consideration shall be given to currently employed Adult teaching unit

36 members for substitute teaching assignments before new substitutes will be placed.

37

38 J. Extra Teaching Assignments

39

40 An Adult Education teacher may request or agree to teach an extra assignment. The

41 Adult Education teacher will be paid at his/her hourly rate. Extra assignments may

42 include, but are not limited to: Friday or Saturday only classes, Adult Independent

43 Study and the Distance Learning Program.

44

- 1 1. Teachers will be selected for an extra assignment according to the following
2 criteria:
3 a) Apply for the assignment.
4 b) Currently teaching in the subject area.
5 c) Experience and/or major/minor in subject field.
6 d) Available for the assignment during the time period the additional
7 class is needed.
8 e) Appropriate credential.
9
10 2. Should it become necessary to terminate an extra assignment, the affected
11 unit member shall be given no less than one session's notice and, upon
12 request, shall be given reason(s) in writing for termination of assignment.
13
14 K. An Adult school teacher, if requested by the site administrator to cover the class
15 of another teacher when no substitute is hired, will receive the substitute hourly rate
16 of pay.
17

18 8. Evaluation
19

- 20 A. All permanent, probationary, and temporary Adult Teacher Unit Members
21 will be evaluated no less than:
22 Permanent – once every two years
23 Probationary – once every year
24 Temporary – once every two years
25 (see MOU on page 124)
26
27 B. The Alhambra Adult Education Certificated Performance Report will be
28 employed as the instrument of evaluation.
29

30 ARTICLE XXX – FRINGE BENEFITS
31

32 1. Benefit Plans
33

- 34 A. Medical Plans – Unit member and eligible dependents. All medical benefit plans
35 shall include immunizations including Hepatitis B.
36

37 1. Blue Shield of California – Group # 170224 will remain in through
38 10/31/15.
39

40 2. Blue Shield of California PPO – Group #W0051413

- 41 a. Alternative Medicine – Benefits are provided for acupuncture
42 treatment, to include acupressure, when provided by a doctor of
43 medicine (M.D.) or a certificated acupuncturist, i.e. an individual
44 with the L.Ac. designation.
45

46 Effective October 1, 2009, ATA unit members and their dependents
47 who are covered under the Blue Shield medical plan shall be covered
48 under the AUSD Prescription Drug Card Plan. The co-payment per

1 prescription under the AUSD Prescription Drug Card Plan shall be a
2 maximum of \$10.

- 3
4 3. HMO Plan – CIGNA HealthCare of California, Inc. –Group #J-605 will
5 remain in effect through 10/31/15.
6
7 4. Kaiser Permanente- Group #103201-04. The co-payment effective 11/1/15
8 will be \$10.00 per visit.
9

10 B. Dental Plans

- 11
12 1) Delta Dental of California – unit members only (LARISA) –
13 Group #07063-00303. In addition, individual unit members will have
14 the option of purchasing dental coverage for dependents.
15

16 OR

- 17
18 2) PMI/Delta Care – Dental Plan (LARISA) – unit members and
19 dependents – Group #71986-00007
20
21
22

- 23 C. Life Insurance - \$50,000 per unit member. In addition, individual unit members
24 will have the option of purchasing up to an additional \$250,000 coverage for the unit
25 member and up to \$1,500 coverage for each dependent.
26

27 D. Vision Insurance

- 28
29 1) Vision Service Plan (VSP) Group #818401-0059 (LARISA) – unit member
30 only; \$15 deductible. (Note: This is a new group number effective 10/1/97 to
31 reflect the plan design to change to eye exams and lenses every 12 months,
32 frames every 24 months). In addition, individual unit members will have the
33 option of purchasing vision coverage for dependents.
34

35 OR

- 36
37 2) CIGNA Vision – unit members and dependents (only if also part of
38 CIGNA Medical Plan) will remain in effect through 10/31/15.
39

40 E. Hearing Aid Plan – Effective 10/01/2001

- 41
42 • Blue Shield: Up to \$2500 per year; renewable every 3 years. This benefit shall be
43 part of the Major Medical portion of the plan, subject to the annual
44 \$100 deductible (\$300 family deductible), with benefits paid at 80%.
45 (Groups #170224, #170225, #170226) will be in effect through
46 10/31/15.
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- Blue Shield: Effective 11/01/15 up to \$2500 per year; renewable every 3 years. This benefit is subject to the annual \$250 deductible (\$750 family deductible), with benefits paid at 100%. (Group #W0051413)
- CIGNA: No benefit. CIGNA has advised that they no longer offer a hearing aid benefit to groups with fewer than 500 subscribers will remain in effect through 10/31/15.
- Kaiser: \$1,000 allowance per 1 device; 1 device per year; 2 devices every 36 months; \$0 co-pay from the recipient. (Groups #103201-04 and #118481-00)

F. The Association and the District may change carriers by mutual agreement.

G. Medicare

- 1) All unit members hired after March 31, 1986 will participate in Medicare.
- 2) The employer and employee Medicare contribution rate shall be paid half by the District and half by the unit member.
- 3) Medicare Coverage
 - a) The District and the Association do hereby agree that the Board of Education, as the public agency's governing body, shall adopt a Resolution, as provided by the Public Employees Retirement System (PERS). Said resolution shall request authorization to conduct a Division of State Teachers Retirement System for the purpose of obtaining "Medicare Only" coverage for certain employees who were members of, or eligible to elect membership in, the State Teachers Retirement System on March 31, 1986.
 - b) The resolution will be adopted by the governing board as of June 30, 1993. This resolution shall establish the effective date of participation for "Medicare Only" coverage as of November 1, 1993 or the latest date prior to November 30, 1993 permissible by law. The employer and employee Medicare contribution rate then in effect and as amended from time-to-time (currently Federal Law states 1.45% of each maximum wages up to \$125,000) shall be paid half by the District and half by the unit member.

1 2. Eligibility:

2
3 A unit member, except, adult teacher unit members, must be employed sixty-nine
4 percent (69%) or more of a full-time assignment on a daily and/or weekly basis, to be
5 eligible for the above fringe benefits (with the exception of Medicare). A unit member
6 employed less than sixty-nine percent (69%) of a full-time assignment, on a daily and/or
7 weekly basis, is not eligible for any fringe benefits (with the exception of Medicare) paid
8 by the District.
9

10 3. New Hires:

11
12 All unit members eligible for fringe benefits who are employed during the school year
13 shall be eligible for fringe benefits the first calendar day of the month following initial
14 employment. Fringe benefit coverage is contingent upon the unit member properly
15 completing and submitting the necessary enrollment forms.

16 4. A. Returning employees: Unit members who work a complete school year and are
17 employed the coming school year shall receive continuous benefits through the
18 summer.

19 B. Employees Terminating Employment: Unit members who terminate their
20 employment prior to the close of the school year shall be covered by their fringe
21 benefits through the last calendar day of the month in which they are in paid status.

22 Unit members who work the complete school year and who terminate their
23 employment effective on or after the close of the school year shall be covered by
24 their fringe benefits through the last calendar day of the month prior to the start of
25 the following student school year.

26 5. Continuing Coverage for Surviving Dependents:

27
28 Upon the death of an eligible active unit member receiving health benefits, the surviving
29 dependents on the plan at the time of the member's death shall receive continual medical
30 coverage for period of twelve (12) months after the member's date of death. This language
31 shall not extend the age eligibility of dependent children. This continuing coverage shall not
32 apply to retirees participating in district benefits.
33

34 6. Coverage for Domestic Partners:

35
36 The District shall provide medical, dental, vision, hearing aid and life coverage for domestic
37 partners under the District's plan(s) pursuant to the following conditions:
38

39 A. All plans participating in the District's benefits program shall provide coverage for
40 domestic partners and agree to the same definition of a domestic partner.
41

42 B. To qualify as a "domestic partner" the following conditions must exist:
43

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1. Each of the domestic partners is eighteen (18) years of age or older.
 2. The domestic partners share a close personal relationship and are responsible for each other's common welfare.
 3. Neither person is married nor is, or has been, a member of other domestic partnership for the prior (6) months.
 4. Members of domestic partnership may be of the same or opposite sex.
 5. The domestic partners are not related by blood closer than would bar marriage in the State of California.
 6. The domestic partners share the same regular and permanent residence with the current intent to continue doing so indefinitely.
 7. The domestic partners are jointly financially responsible for "basic living expenses" defined as the cost of basic food, shelter, and any other expenses of a domestic partner which the partner qualified because of the domestic partnership. (Note: Domestic partners need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.)
 8. Both domestic partners were mentally competent to consent to the contract when their domestic partnership began.
- C. The District agrees to provide the same coverage for an employee with an enrolled domestic partner (or domestic partners with children) as it pays toward the cost of coverage for an employee with a spouse (or spouses with children).
 - D. The District agrees to offer COBRA to domestic partners and to domestic partners with children as it does for other employee dependents.
 - E. Domestic partners may only be enrolled when initially eligible or at the annual open enrollment period.
 - F. An employee desiring to enroll a domestic partner shall:
 1. Complete the District's Affidavit of Domestic Partnership, declaring under penalty of perjury, that all requirements of domestic partnership are met or
 2. Provide the District with a copy of their approved "Declaration of Domestic Partnership" as filed with the State of California; and
 3. Complete any and all group benefit plan enrollment documents.
 - G. The employee member of the domestic partner's relationship agrees to provide written notice to Risk Management if there is any change of circumstances in the relationship within 30 days of the change by filing a Statement of Termination of Domestic Partnership in writing.

ARTICLE XXXI – TEACHER TRAINING

- 42
 - 43
 - 44
 - 45
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 - 47
- A. CLAD/BCLAD
 1. Unit members hired on or after July 1, 1994 who are paid on Salary Schedule "A" and whose primary assignment is classroom instruction shall be required, within four

1 (4) consecutive years, to have obtained a CLAD or BCLAD Certificate in a program
2 approved by a college or university or by exam or hold equivalent certification.
3

- 4 2. Unit members who can present satisfactory evidence to the District of already having
5 completed or partially completed such training or comparable training will be deemed
6 to have completed or partially completed the requirements of this Article.
7
8 3. Unit members who go on approved leave during the periods designated in this Article
9 shall have the required timelines extended for the period of the leave.
10
11 4. Completion of the requirements of this Article shall be included as an objective of the
12 unit member's evaluation under Article XVII (Evaluation).
13
14 5. This article goes into effect when programs for the completion of these requirements
15 are available in the surrounding area.
16
17 6. If authorized under the law, the District will make a reasonable effort to provide
18 training for this certification.
19

20 B. Induction

- 21
22 1. The District will reimburse \$3,000 per teacher for their participation in the Induction
23 Program in 2014-15 to those rehired in 2015-16.
24
25 2. There will be no charge to bargaining unit members for participation in the District's
26 Induction Program. The District maintains sole discretion over whether or not to
27 offer the Induction Program.
28

29 ARTICLE XXXII – PROFESSIONAL GROWTH

30
31 The District and the Association agree to implement and comply with the requirements of
32 Section 80550 through 80505 of Article 7 of Title V or the California Administrative Code as
33 follows:
34

35 1. Definitions

- 36
37 A. Professional Clear Teaching Credential – refers to a clear multiple or single
38 subject teaching credential that was issued on or after September 1, 1985, as
39 the recipient's first clear basic teaching credential, and that is subject to the
40 renewal requirements of Education Code Section 44277.
41
42 B. Professional Growth – refers to participation in activities that contribute to a
43 credential holder's competence, performance, or effectiveness in the profession
44 of education.
45
46 C. Professional Growth Advisers – refers to the administrators designated by the
47 Superintendent or his/her designee to advise credential holders. The Superintendent
48 or his/her designee shall publish an annual list of no less than twenty (20) advisers.

1 The list will include each adviser's work location, assignment, professional
2 experience, degrees, credentials held, and field of interests. The District shall
3 provide a copy of this list to the Association fifteen (15) days prior to sending the
4 list to unit members. The unit member may select an adviser from this list. If the
5 unit member determines that the Superintendent's list does not provide a suitable
6 adviser, the unit member may suggest the name of a possible adviser for the
7 Superintendent's approval. If neither of these measures is successful, the unit
8 member may ask an official of another agency for permission to consult with an
9 adviser employed by the other agency, or the unit member may ask the Commission
10 to approve a professional growth plan or record.

- 11
- 12 D. Renewal Cycle – refers to the five (5) year period commencing with the date that
13 appears on a professional clear credential and continuing until the end of the same
14 month, five (5) years later.
- 15
- 16 E. Professional Growth Panel - acts as an appeal body to consider and resolve disputes
17 between unit members and professional growth advisers, as set forth in Paragraph 7.
- 18

19 2. Application of Article

20

21 This Article applies only to those unit members who have been issued a professional
22 clear teaching credential on or after September 1, 1985. Those unit members to whom
23 this Article applies shall develop an individual program of professional growth which
24 consists of a minimum of one hundred fifty (150) clock hours of participation in activities
25 which contribute to competence, performance, or effectiveness in the profession of
26 education. This program is to be completed within a five (5) year period beginning
27 September 1, 1985, or on the date that a credential takes effect after September 1, 1985.

28

29 3. Clock Hours

30

31 A clock hour is determined by the actual time spent directly involved in the activity, as
32 agreed upon by the unit member and the professional growth adviser.

33 4. Professional Growth Activities

34

35 The credential holder's Professional Growth Record must ultimately include activities
36 in at least two (2) of the categories described below:

- 37 A. Completion of courses offered by an accredited college or university.
- 38
- 39 B. Participation in professional conferences, workshops, lectures, seminars, staff
40 development activities, school and District committees.
- 41
- 42 C. Participation in school curriculum development programs.
- 43 D. Participation in systematic programs of observation and analysis of teaching.
- 44
- 45 E. Service in a leadership role in an educational institution.
- 46
- 47 F. Service in a leadership role in a professional organization.
- 48

1 G. Participation in educational research and innovation efforts.

2
3 H. Other activities that shall be acceptable are defined below.

4
5 1) Participation in a professional exchange program in which the unit
6 member changes position with another educator for an extended period
7 of time.

8
9 2) Participation in alternative work experience programs, paid or
10 volunteer, in which the unit member fulfills new professional
11 responsibilities for a specific period of time.

12
13 3) Participation in a program of independent study, provided that the unit
14 member investigates a specified aspect of education, produces a written
15 report or other tangible product, and evaluates the independent study and
16 its product.

17
18 4) Creative endeavors provided that the unit member creates a tangible
19 product and exhibits originality of thought and execution, or
20 participates in a production in which the unit member exhibits a creative
21 talent and provided that the creative endeavors directly relate to a
22 subject or student group the unit member teaches or reasonably expects
23 to teach.

24
25 5) Cultural experiences, such as attendance at museums or musicals, dramatic
26 or dance productions, or cross-cultural immersion in the language or culture
27 of an ethnic or national group.

28
29 5. Professional Growth Plan

30
31 A. On the appropriate Commission on Teacher Credentialing forms available in
32 the Human Resources Division, unit members shall write a professional
33 growth plan, which shall identify the professional growth goals and the
34 professional growth activities the unit member proposes to pursue. A unit
35 member's professional growth adviser shall sign the form to verify that the
36 planned activities comply with State laws and regulations.

37
38 B. A unit member may amend a professional growth plan by adding, deleting,
39 or changing any of the original or previously amended goals or proposed
40 activities, or professional growth plan. The professional growth adviser shall
41 initial an amendment to a professional growth plan that complies with State
42 laws and regulations.

43
44 C. No professional growth adviser or other person shall compel a unit member to
45 include any particular activities in his/her professional growth plan.

46
47 D. Once a professional growth plan has been signed by a professional growth
48 adviser, it shall continue in force regardless of any change in the validity of

1 the credential, any replacement of the professional growth adviser, any change
2 in assignment, or any transfer by the unit member from one (1) employer to
3 another.

- 4
- 5 E. Upon completion of the professional growth plan, and at the request of the
6 unit member, the professional growth adviser and the unit member shall
7 meet to sign the verification of completion. This meeting shall be held
8 within fifteen (15) days of the request.
9
- 10 F. The professional growth adviser shall sign and/or initial professional growth
11 plans independently of any evaluation that may affect the unit member's
12 employment status.
13
- 14 G. As soon as the unit member has fulfilled the legal obligation of the professional
15 service requirement, the District must, upon written request, provide verification of
16 said service on the appropriate State form. This verification must be provided within
17 fifteen (15) days of the unit member's request.
18
- 19 H. It is the unit member's responsibility to submit all required documents and fees to the
20 Commission on Teacher Credentialing (professional growth plan, verification of
21 successful service, application fee).
22
- 23 I. Upon request of the unit member, the Human Resources Division shall assist
24 the unit member in completing necessary paperwork and directing it to the
25 Commission on Teacher Credentialing, providing, that this request is made no
26 later than ninety (90) calendar days prior to the expiration of the unit member's Clear
27 Professional Credential.
28

29 6. Failure to Complete Professional Growth Plan
30

31 If a unit member does not complete the professional growth requirement during the five (5)
32 year renewal period, the credential will expire. He/she is eligible for a one (1) time, two (2)
33 year reinstatement of the Professional Clear Credential. The unit member is responsible
34 for requesting the reinstatement in a written statement to the Commission on Teacher
35 Credentialing.
36

- 37 7. If there is a dispute between the unit member and the unit member's professional growth
38 adviser(s), the dispute shall be referred to the professional growth panel for resolution.
39 The professional growth panel shall set a hearing in each instance, the professional growth
40 panel shall be comprised of three (3) unit members appointed by the Association President
41 and approved by the Association Board of Directors. The panel shall provide a written
42 decision to the unit member and the professional growth adviser. Within five (5) days of
43 receipt of the panel's decision, the unit member and the professional growth adviser shall
44 notify the panel of agreement or disagreement with the decision. Failure to so notify the
45 panel shall be deemed a majority decision, or if the decision is unacceptable to the unit
46 member or the professional growth adviser, the unit member may appeal directly to the
47 Commission on Teacher Credentialing for resolution in accordance with law.
48

1 8. Change in State Law

2
3 In the event that the State rescinds part or all of its professional growth requirements, the
4 same portions shall become null and void in this agreement.
5

6 9. Records

7
8 Those unit members who have initiated professional growth on or after September 1, 1985,
9 and prior to final agreement between the Alhambra Unified School District and the
10 Alhambra Teachers Association shall provide a list of professional growth activities to their
11 professional growth advisers and, upon reasonable verification, these activities shall
12 become part of the record of the unit member's professional growth.
13

14 10. Association Representation

15
16 Unit members are entitled to Association representation in any matters relating to
17 professional growth. This right of representation shall be stated in the District's
18 "Professional Growth Procedures" in a separate section.
19

20 ARTICLE XXXIII – RETIREE MEDICAL BENEFITS

21
22 A. Unit Members Hired on or Before March 31, 1986

- 23
24 1. Objective: To ensure that all Alhambra Teachers Association unit members hired on or
25 before March 31, 1986, and who retire from the Alhambra Unified School District with
26 fifteen (15) years of service and are at least fifty-five (55) years of age and are eligible for
27 retirement benefits from STRS, receive District paid medical benefits with no less benefit
28 coverage than any plan in effect for any district employee group. The retiree unit member
29 may elect any medical benefit plan in effect for unit members at the time of his/her
30 retirement. Unit members between the ages of 50-55 with thirty (30) years of credited
31 service who opt for the thirty (30) and out, standard reduction (Alternative B) under STRS,
32 also qualify for retiree medical benefits provided that the last fifteen (15) or more years are
33 with the Alhambra Unified School District and hired on or before March 31, 1986.
34
35 2. Unit members retiring on or after July 1, 2015, who have met Article XXIII A Section A1
36 eligibility requirements, shall enroll and pay for Medicare Part B and, if eligible, enroll in
37 Medicare Part A, if eligible for premium free benefits, until death. This Medicare
38 requirement shall apply to eligible dependents as well. Dependents of the retiring unit
39 member who become eligible for Medicare on or after July 1, 2015 shall also enroll and
40 pay for Medicare Part B and, if eligible, enroll in Medicare Part A if eligible for premium
41 free benefits, until death.
42
43 3. During 2015-16, the Health Benefits Committee will develop a plan to increase Lifetime
44 retirees participation in Medicare A/B.
45
46 4. The District and the Association will establish a separate budget line item entitled "ATA
47 Retired Unit Members' Medical Benefits Restricted Account" (hereinafter referred to as the
48 "Account"), for the purpose of funding ATA retiree medical benefits.

- 1 5. This account will be monitored by both the District and the Association. The District will
2 provide a financial report of the Account by August 20 of the subsequent fiscal year. No
3 funds will be removed from this Account without the express written permission of both
4 the District and the Association, except to pay premiums for retiree medical benefits and
5 the cost of the actuarial studies.
6
- 7 6. The District will conduct an actuarial study in accordance with the law, but not less often
8 than every three (3) years, to provide an update on the needs of the Account.
9
- 10 7. After each actuarial study, the District and the Association will meet to discuss the results
11 and the recommendations of the study and to determine any course of action required.
12
- 13 8. Effective with the 1985-86 fiscal year, the Association's agreed contribution to the Account
14 shall be equivalent to a one percent (1%) salary increase on Salary Schedule "A" for those
15 unit members on the plan October 1, 1985. Each year of this Agreement, the Association's
16 contribution shall be the one percent (1%) (\$276,356), plus a percentage equal to the State
17 COLA (see Salary Formula), and deposited according to the Period 1 and Period 2 State
18 distribution of funds. This percentage shall be based on the previous year's contribution.
19 This one percent (1%) shall be considered the continuing contribution of the Association.
20 The Association shall not contribute more than this one percent (1%) and its COLA. The
21 interest on the Association's contribution shall be compounded and shall be deposited in the
22 Account.
23
- 24 9. Effective with the 1985-86 fiscal year, the District's contribution to the Account will be
25 equal to the District's cost for retiree medical benefits in the year 1984-85 (\$355,593).
26 Each year of this Agreement the District's contribution will be \$355,593, plus a percentage
27 equal to the State COLA (see Salary Formula), and deposited according to the Period 1 and
28 Period 2 State distribution of funds. The interest on the District's contribution shall be
29 compounded and shall be deposited in the Account.
30
- 31 10. The District shall reimburse the Account in the amount of \$272,544 over a ten (10) year
32 period, pursuant to the reimbursement schedule.
33
- 34 11. In the event, during the District's reimbursement period, there is not enough money in the
35 Account to meet current costs, the District shall accelerate its reimbursement to meet said
36 needs.
37
- 38 12. The District and the Association acknowledge that the existing retiree medical funding plan
39 previously established in this Article is insufficient to meet the costs of the retiree medical
40 expenses. The two parties agree to fund the 20-year payment schedule defined in the
41 Demsey Filliger and Associates actuarial study dated June 19, 2014. Beginning with the
42 2015-2016 fiscal year, the District will contribute into an interest-bearing fund for retiree
43 benefits afforded under Article XXXIII A. The contributions shall be made annually in the
44 amount of the Level Contribution for 20 years per the funding schedules contained in the
45 Demsey Filliger and Associates actuarial study dated June 19, 2014. Prior to the beginning
46 of future actuarial reports the District and the Association will meet with the actuary to
47 discuss the process and assumptions involved. Upon completion of each of all the future
48 actuarial reports, the District and the Association shall meet with the actuary to review

1 findings.

2
3 Beginning June 2017, should any subsequent Actuarial Report indicate that increased
4 contributions are necessary to meet the original 20 year payment schedule identified in
5 the Demsey Filliger and Associates actuarial study dated June 19, 2014, and the District
6 has fully met the contribution schedule, the two parties shall share the responsibility of any
7 increased contribution to the fund attributable to Association retirees on a pro-rata basis, that
8 is, 43.4% for the Association and 56.6% for the District.
9

10 13. The spouse and/or domestic partner of the retiree may continue to participate in the plan
11 after the death of the retiree by paying the full premium required by the District for the
12 retiree's rating.
13

14 14. Notwithstanding Paragraphs 8, 9, and 10, above, the District and the Association agree
15 that the District contributions to build up the fund (contributions in excess of annual
16 premiums paid) shall be a minimum of \$30,000 per year for the length of this Agreement.
17

18 B. Unit Members Hired On or After April 1, 1986

19 1. Unit members who meet the following criteria and retire from the Alhambra Unified
20 School District shall receive District paid "bridge" medical benefits for the retiree,
21 spouse or domestic partner, and eligible dependents, until the retiree's eligibility for
22 Medicare:

- 23 • Initial hire date on or after April 1, 1986
- 24 • Fifteen (15) years of service with the Alhambra Unified School District in a
25 position eligible for medical benefits
- 26 • At least fifty-five (55) years of age
- 27 • Eligible for retirement benefits from STRS

28 2. Unit members between the ages of fifty and fifty-five (50-55) with thirty (30) years of
29 credited service who are eligible for the thirty (30) and out, standard reduction
30 (Alternative B) under STRS, also qualify for "bridge" retiree medical benefits, until their
31 eligibility for Medicare, provided that the last fifteen (15) or more years of service are
32 with the Alhambra Unified School District and in a position eligible for medical benefits.

33 3. The retiring unit member may elect any "bridge" medical benefit plan in effect for unit
34 members at the time of his/her retirement. The choices as of June 2, 2001, are CIGNA or
35 Kaiser only. The choices for Bridge benefits retirees as of October 1, 2015 are
36 Kaiser #118481-101 and Blue Shield of California PPO #W0051413 (plan number at the
37 date of this writing). In subsequent years the retiree will have the option of continuing in
38 any "bridge" benefit plan available to unit members in this eligibility period during the
39 District's annual Open Enrollment.
40

41 4. The spouse and/or domestic partner of the retiree may continue to participate in the "bridge"
42 benefits program after the eligibility of the retiree ends by paying the full premium
43 required by the District for the "bridge" benefits retiree rating until the spouse/domestic
44 partner's eligibility for Medicare.
45

46 5. The District shall establish a specific fund to pay the costs associated with providing the
47 "bridge" retiree medical benefit plan. This fund, and the interest it earns, is established for
48 the sole purpose of funding the "bridge" retiree medical benefits program and shall be

1 invested in a CalPERS irrevocable trust in 2016-17. The resources of this fund shall be used
2 to pay all expenditures associated with providing the “bridge” benefits program to include,
3 but not be limited to, insurance premiums and actuarial and/or consultant fees associated with
4 any evaluation/assessments of the fund.
5

- 6 6. In 2000-01 this fund shall be established by an initial total contribution of \$250,000. In years
7 subsequent to 2000-01 the District contribution to the “bridge” benefits program shall be at
8 the previous year’s contribution level plus the District’s annual funded COLA from the state
9 including deficit reduction in the year in which it is applied (as illustrated below). This
10 additional funded COLA money shall be considered as part of a total compensation package
11 in the year in which it is applied.
12

13 By way of example:

14
15 Year 1: \$250,000;
16 Year 2: Year 1 + District’s annual funded COLA + deficit reduction when
17 funded;
18 Year 3: Year 2 + District’s annual funded COLA+ deficit reduction when
19 funded;
20 Year 4: Year 3 + District’s annual funded COLA + deficit reduction when
21 funded;
22

23 And so on in subsequent years.

- 24 7. \$250,000 additional district contribution to the Bridge Plan each year for 2015-16,
25 2016-17, and 2017-18 (no COLA will be applied to the additional contribution); interest will
26 be computed on the additional contribution and will be added to the account balance.
27
- 28 8. The District and the Association shall establish a formal Health Benefits Committee. This
29 Committee shall be charged with reviewing the status of the fund for the “bridge” benefits
30 program, along with the overall benefits afforded to the Association. This Committee shall
31 meet at least on a quarterly basis and make recommendations to the Board of Education and
32 the ATA Board of Directors.
- 33 9. The Committee shall estimate the expenditures a year in advance based on a projection of a
34 reasonable number of eligible retirees and the cost of the premiums. In the event the bridge
35 benefit funds is projected to be insufficient to meet the projected liability associated with
36 providing the bridge benefits, the Committee shall make recommendations to the Board of
37 Education and the ATA Board of Directors to negotiate pursuant to Article VI, Negotiations
38 Procedures. Nothing precludes the parties from mutually agreeing to negotiate at an earlier
39 date.
40
- 41 10. In the event the Association and the District are unable to reach a negotiated agreement and
42 the fund is insufficient to meet the expenditures associated with providing the “bridge”
43 benefits program, the District will be required to continue to contribute only its contractual
44 obligation as specified in paragraphs 5 and 6 above.
45

46 C. Unit Members Who Do Not Meet the Above Eligibility Requirements
47

- 48 1. Unit members who do not meet the eligibility requirements outlined in Section A (1) and

1 Section B (1) and (2) above shall be ineligible for any District paid retiree medical benefits,
2 either on a “bridge” or “lifetime” basis.
3

- 4 2. Unit members who are ineligible for District paid retiree medical benefits may participate in
5 the plan(s) afforded to those unit members under Section B (3) above until their eligibility
6 for Medicare by paying the required premium.
7

8 ARTICLE XXXIV – CONCLUSIVENESS OF AGREEMENT
9

- 10 1. During the term of this Agreement, except as provided in this Agreement, the Association
11 and the District expressly waive and relinquish the right to meet and negotiate, except by
12 mutual consent of both parties, with respect to any provisions covered by this Agreement.
13 The parties agree that neither party shall be obligated to meet and negotiate with respect to
14 any subject or matter whether referred to or covered in this Agreement or not, even though
15 each subject or matter may not have been within the knowledge or contemplation of either or
16 both the District or the Association at the time they met and negotiated on and executed this
17 Agreement, even though such subjects or matters were proposed and later withdrawn. The
18 parties shall comply with the Educational Employment Relations Act with regards to
19 bargaining about the decision or effects of actions affecting terms or conditions of
20 employment.
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1 SIDE LETTER

2
3 DISASTER PREPAREDNESS

4
5 DEFINITION

6
7 The District and the Alhambra Teachers Association jointly agree to establish a Disaster
8 Preparedness Committee to study, make recommendations and determine and implement
9 resolutions of environmental concerns within the available resources.

10
11 1. FORMATION OF COMMITTEE

12
13 A. Selection

14
15 The Alhambra Teachers Association and the District shall establish procedures
16 to select their members to the committee.

17
18 If it becomes necessary for any committee member to be replaced due to
19 resignation or inability to serve, another committee member shall be selected by
20 the appropriate unit.

21
22 B. Selection Process

23
24 There shall be three (3) members from the Association and three (3) members
25 from the District. Committee members shall serve a three (3) year term, except
26 for the first committee members, in order to stagger terms.

27
28 One (1) member from the District and one (1) member from the Association shall
29 serve a three (3) year term. One (1) member from the District and one (1)
30 member from the Association shall serve a two (2) year term, and one (1)
31 member from the District and one (1) member from the Association shall
32 serve a one (1) year term. After the initial staggering to the terms, a member
33 shall serve for three (3) years.

34
35 C. Timeline

36
37 This committee shall be formed and become functional no later than
38 November 1, 1986.

39
40 2. DUTIES AND RESPONSIBILITIES

41
42 A. Establish Meetings of Committee

43
44 Meetings of the committee will be established as needed, but no less than one
45 meeting a month shall be held. Time, date and location for meetings shall be
46 determined by consensus of the committee. Members will receive either release
47 time or be compensated at the extra assignment hourly rate for meetings.

1 B. Establish Process
2

3 The committee shall establish, by consensus, the procedures by which they will
4 operate. Two ((2) member from the Association and two (2) members from the
5 District must be present in order to conduct business. In the event the committee
6 cannot agree, the areas of disagreement shall be referred the Alhambra
7 Communication Team for consideration
8

9 C. Study Needs
10

11 The committee will study and set priorities based on those areas delineated in the
12 teachers' proposed Disaster Plan and the results of the Joint Minimum Day Study
13 of disaster plans.
14

15 D. Determine Costs
16

17 1) Get Bids
18

19 Costs will be studied and a determination made to present to the Board.
20

21 2) Determine Resources
22

- 23 a. Community
- 24 b. State Monies
- 25 c. Other
26

27 E. Delineate Program for Resolution
28

29 Committee will delineate each area of study and make recommendations for
30 resolution.
31

32 F. Establish Timelines for Program
33

34 Committee will establish timelines for program implementation. The
35 implementation for the program shall begin no later than January 31, 1987.
36

37 3. COMMUNICATION
38

39 The committee will make at least quarterly reports to the District and the Association.
40 The reports will include a progress review.
41

42 4. MONITORING
43

44 The committee shall oversee the implementation of the recommendations.
45
46
47
48

Memorandum of Understanding
May 18, 2018
First – Third Grade Consultation/Preparation Time

The Alhambra Unified School District and the Alhambra Teachers’ Association agree to the following from July 1, 2018 through June 30, 2021:

1. Elementary classroom teachers assigned to teach grades 1 – 3 shall be provided Consultation/preparation time for every twenty (20) minutes per day.
2. During district professional development days, twenty (20) minutes will be provided at the end of the professional development for preparation time.
3. Every effort will be made by administrators to minimize the use of the daily twenty (20) minutes for meetings.
4. Teachers in grades 1 -3 will not be compensated for missed preparation time.

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1 **Memorandum of Understanding (MOU) between AUSD and ATA**

2
3 The Alhambra Unified School District and the Alhambra Teachers Association agree that unit
4 members shall complete internet-based state mandated trainings for Sexual Harassment, Mandated
5 Child Abuse, and the Threat and Suicide Assessments (extended to include TK-6) and the district
6 training on BP 5141.41 Adult and Student Interaction (June 5, 2018) outside of Instruction time,
7 staff meetings or period by period meetings.

8
9 This MOU shall remain in effect through August 31, 2021. The parties agree to meet should the
10 state mandated additional trainings during the life of this MOU.
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1 SIDE LETTER
2

3 PEER ASSISTANCE AND REVIEW (PAR)
4

5 The Alhambra Teachers Association (ATA) and the Alhambra School District (ASD) are
6 continuously striving to provide the highest possible quality of education. In order for students
7 to succeed in learning, educators must succeed. Therefore, the parties agree to cooperate in the
8 design and implementation of programs to improve the quality of instruction and services, to
9 expand and improve professional development through peer assistance and review. Teachers
10 referred to or who volunteer for the program are viewed as valuable professionals who deserve
11 to have the best resources available provided to them in the interest of improving performance
12 to a successful standard. It is the intent to apply this program to all teachers in the K-12 system.
13 The program shall not exceed the funding allocation from the State.
14

15 The District agrees to indemnify and hold harmless and provide a defense to any Association
16 member of the PAR Panel and Consulting Teachers against any claims, causes of action,
17 damages, grievances, administrative proceedings or any other litigation arising from the unit
18 member's participation in Peer Assistance and Review as required by the California
19 Government Code pursuant to Division 3.6 (commencing with Section 810) of Title 1 of the
20 Government Code. The association retains the right to participate in the litigation at its own
21 cost and expense.

22 1. Joint Committee (JC)
23

- 24 A. The Joint Committee shall consist of seven (7) members, the majority of whom,
25 four (4) shall be certificated classroom teachers chosen by the Association. The
26 District shall appoint three (3) administrators to the Joint Committee. The Joint
27 Committee shall take action either by consensus or 2/3 majority vote of seven (7)
28 (majority shall be defined as a minimum of five (5) votes.) The District and the
29 association shall each appoint one (1) alternate to serve in the event of an absence
30 of a regularly appointed member. Alternates shall be present and participate in
31 discussions at all meetings, but shall only serve as voting members in the absence
32 of a regular voting member. The quorum for any action by the Joint Committee
33 shall be defined as four (4) Association representatives and three (3)
34 Administrative representatives present. A panel year is defined as July 1-June 30.
35
- 36 B. The Joint Committee shall establish its own meeting schedule. The quorum is
37 required for any meeting or action by the Joint Committee. The Joint Committee
38 meetings shall take place during the regular teacher workday. Teachers who are
39 members of the Joint Committee shall be released from their regular duties to
40 attend meetings, without loss of pay or benefits. In carrying out their
41 responsibilities as members of the Joint Committee, teacher members shall receive
42 an annual stipend of \$4,000 for the inaugural year (2000-2001) and \$3,000 for

1 each year thereafter. A Joint Committee member's term is three (3) years. For the
2 inaugural year, those selected will randomly be appointed for two (2) or three (3)
3 year terms.
4

5 C. The Joint Committee shall be responsible for the following:
6

- 7 1. Providing annual training for the Joint Committee members.
8
- 9 2. Establishing its own rules of procedure, including the method for the selection
10 of a Chairperson.
11
- 12 3. Selecting the panel of Consulting Teachers and developing an evaluation
13 rprocess for assessing the effectiveness of the assistance provided by the
14 Consulting Teacher.
15
- 16 4. Selecting trainers and/or training providers for Joint Committee and
17 Consulting Teachers.
18
- 19 5. Providing training for Consulting Teachers prior to the Consulting Teacher's
20 participation in the program and establishing a system for ongoing training for
21 Consulting Teachers.
22
- 23 6. Sending written notification of participation in the PAR program to the
24 Referred Participating Teacher, the Consulting Teacher and the site principal.
25
- 26 7. Pairing Consulting Teachers with Referred (Year Two) and/or designated
27 Beginning participating Teachers and making available the panel of Consulting
28 Teachers for selection by the Referred (Year One) or Volunteer participating
29 Teachers with priority given to the Referred (Year One) Participating Teacher.
30
- 31 8. Adopting Rules and Procedures to effect the provisions of this Article. Said
32 Rules and Procedures will be consistent with the provisions of Article XIX –
33 EFFECT OF AGREEMENT.
34
- 35 9. Distributing, at the beginning of each school year, a copy of the adopted Rules
36 and Procedures to all K-12 Bargaining Unit members and administrators.
37
- 38 10. Establishing a procedure for application as a Consulting Teacher.
39
- 40 11. The District shall make available to all unit members an announcement of the
41 PAR Consultant Teacher openings. A deadline date for applications shall be
42 indicated on the announcement.
43
- 44 12. Determining the number and assignments of Consultant Teachers for each
45 school based on participation in the comprehensive PAR program, the
46 approved budget, and other relevant considerations.
47

- 1 13. Reviewing the final report prepared by the Consulting Teacher and making
2 recommendations to the Governing Board regarding the Referred Participating
3 Teacher's progress in the PAR Program.
4
- 5 14. Evaluating annually the impact of the PAR Program in order to improve the
6 program.
7
- 8 15. Producing official notes/minutes of the Committee meetings and resolutions.
9
- 10 16. Developing an annual budget proposal for the administration of the PAR
11 Program, subject to final approval by the Superintendent and Board.
12
- 13 17. Developing a format for the Consulting Teacher's final report.
14
- 15 18. Developing timelines consistent with the Collective Bargaining Agreement.
16
- 17 19. Ensuring the collaboration and coordination of delivery services (including, but
18 not limited to PAR, BTSA, pre-intern, and intern) to meet the needs of
19 Participating Teachers.
20

- 21 D. The Joint Committee shall post qualifications and select the Consulting Teachers
22 for each year following the completion of the evaluation cycle and prior to the end
23 of the school year.
24
- 25 E. All PAR Proceedings shall be confidential. Materials and assistance plans shall be
26 treated as personnel records and shall be subject to the personnel record exemption
27 under the California Public Records Act to the extent permitted by law.
28

29 2. Participating Teachers

- 30
- 31 A. Beginning Teacher Participants
32 1. a. Fully credentialed 1st or 2nd year teachers
33 a. Intern teachers and Pre-interns
34 b. Teachers with Emergency Permits
35 c. Experienced teachers who are new to the District
36
- 37 2. Beginning Teachers in a, b, and c above must be served prior to assignment of
38 teachers in d to Consulting Teachers.
39
- 40 3. The District shall be responsible for assigning, developing guidelines and
41 providing training for BTSA Support Providers, pre-intern coaches, and intern
42 coaches.
43
- 44 4. The PAR Joint Committee may assign Consulting Teachers and/or provide
45 other assistance to Beginning Teachers who do not qualify for the BTSA, pre-
46 intern, or intern Programs.
47
- 48 B. Volunteer Teacher Participants

- 1 1. A Volunteer Participating Teacher is a K-12 unit member who volunteers to
2 participate in the PAR program. The purpose of participation in the PAR
3 Program for the Volunteer Participating Teacher is for peer assistance only and
4 the Consulting Teacher shall not participate in a performance review of the
5 Volunteer Participating Teacher. The Volunteer Participating Teacher may
6 terminate his or her participation in the PAR Program at any time.
7
- 8 2. All communication between the Consulting Teacher and a Volunteer
9 Participating Teacher shall be confidential, shall not be placed in the personnel
10 file without the written request of the Volunteer Participating Teacher, and
11 without the written consent of the Volunteer, shall not be shared with others,
12 including the site principal, the evaluator, or the Joint Committee.
13

14 C. Referred Participating Teachers (Year One)

- 15 1. A Referred Participating Teacher (Year One) is a K-12 teacher with permanent
16 status who receives assistance as a result of one (1) unsatisfactory final
17 evaluation. An unsatisfactory evaluation means the unit member did not meet
18 three out of four (3/4) or seventy-five (75) percent of his or her objectives. The
19 purpose of participation in the PAR program for the Referred Participating
20 Teacher (Year One) is for peer assistance only and the Consulting Teacher
21 shall not participate in a performance review of the Referred Participating
22 Teacher (Year One).
23
- 24 2. All communication between the Consulting Teacher and a Referred
25 Participating Teacher (Year One) shall be confidential, shall not be placed in
26 the personnel file without the written request of the Referred Participating
27 Teacher (Year One), and without the written consent of the Teacher, shall not
28 be shared with others, including the site principal, the evaluator, or the Joint
29 Committee.
30

31
32 D. Referred Participating Teachers (Year Two)

- 33 1. A Referred Participating Teacher (Year Two) is a K-12 teacher with permanent
34 status who receives assistance as a result of at least two (2) consecutive
35 unsatisfactory final evaluations. An unsatisfactory evaluation means the unit
36 member did not meet three out of four (3/4) or seventy-five (75) percent of his
37 or her objectives.
38
- 39 2. The Referred Participating Teacher (Year Two) has the right to be represented
40 throughout these procedures by Association representation of his or her choice.
41
- 42 3. The Human Resources Department shall send a copy of the unsatisfactory
43 evaluation to the Joint Committee. A Referred Participating Teacher (Year
44 Two) shall be notified in writing of placement in the PAR program by the Joint
45 Committee.
46
- 47 4. The Referred Participating Teacher (Year Two) shall meet with the Consulting
48 Teacher to develop an improvement plan.

- a. The improvement plan shall include a statement of Standards(s) needing improvement, the objectives to be met, and a monitoring schedule.
 - b. The improvement plan shall include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory in the referring year's evaluation.
 - c. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher (Year Two) and shall provide periodic written reports to the Referred Participating Teacher (Year Two) for discussion and Review.
5. The Consulting Teacher shall continue to provide assistance to the Referred Participating Teacher (Year Two) until he or she concludes that the teaching performance of the Referred Participating Teacher (Year Two) is satisfactory, or that future assistance will not be productive. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher (Year Two) to receive his or input and signature before it is submitted to the Joint Committee. The Referred participating Teacher's (Year Two) signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The Consulting Teacher shall submit a final report to the Joint Committee. The Referred Participating Teacher (Year Two) shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.
 6. The final improvement plan report and appropriate related documentation shall be made available for placement in the Referred Participating Teacher's (Year Two) personnel file and may be used in the evaluation process.

3. Consulting Teachers

- A. A Consulting Teacher is a unit member who provides assistance to a Participating Teacher pursuant to the PAR Program. All K-12 teachers shall be eligible to apply for the position of Consulting Teacher. The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures, provided that the following shall constitute minimum qualifications:
 1. A credentialed unit member with permanent status.
 2. Substantial recent experience (five years) in their professional discipline.
 3. Shall demonstrate exemplary professional ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of strategies necessary to meet the needs of pupils in different contexts.
- B. Applicants must submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. It is recommended that at least one letter shall be from a site

1 administrator with whom the teacher has worked within the last three years.
2 All applications and references shall be treated with confidentiality.
3
4

5 C. Consulting Teachers shall be selected by the Joint Committee following
6 classroom observations by members of the Joint Committee.
7

8 D. Assignments for Consulting Teachers, when possible, shall be based on like-to-
9 like classifications in subject matter content.
10

11 E. Full-time Consulting Teachers shall receive release time without loss of
12 compensation and the caseload of each Consulting Teacher shall be set by the
13 Joint Committee.
14

15 F. Consulting Teachers who are full-time classroom teachers shall be paid an
16 annual stipend of \$1,000 per Volunteer Teacher, Beginning Teacher and/or
17 Referred Teacher (Year One) \$2,000 per Referred Teacher (Year Two) or any
18 combination not to exceed a maximum stipend of \$4,000 per Consulting
19 Teacher.
20

21 G. The term of the Consulting Teacher shall be three (3) years. The term of the
22 first group will be staggered over a two (2) year period.
23

24 H. Consulting Teachers shall assist Participating Teachers by demonstrating,
25 observing, coaching, conferencing, referring or by other activities, which, in
26 their professional judgement, will assist the Participating Teacher.
27

28 I. The Consulting Teacher shall meet with the Referred Participating Teacher to
29 discuss the PAR Program, to establish mutually agreed upon performance
30 goals that address the unsatisfactory evaluation, and to develop an assistance
31 plan that delineates performance indicators for the successful completion of the
32 PAR program.
33

34 J. The Consulting Teacher shall conduct multiple observations of the Referred
35 Participating Teacher during classroom instruction, and shall have both pre-
36 observation and post-observation conferences.
37

38 K. The Consulting Teacher shall monitor the progress of the Referred
39 Participating Teacher and shall provide periodic written reports to the Referred
40 Participating Teacher for discussion and review.
41

42 L. The Consulting Teacher shall continue to provide assistance to the Referred
43 Participating Teacher until he or she concludes that the teaching performance
44 of the Participating Teacher is satisfactory, or that further assistance will not be
45 productive. A copy of the Consulting Teacher's report shall be submitted to
46 and discussed with the Referred Participating Teacher to receive his or her

1 input and signature before it is submitted to the Joint Committee. The
2 Participating Teacher's signing of the report does not necessarily mean
3 agreement, but rather that he or she has received a copy of the report. The
4 Consulting Teacher shall submit a final report to the Joint Committee. The
5 Referred Participating Teacher shall have the right to submit a written
6 response, within twenty (20) days, and have it attached to the final report. The
7 Referred Participating Teacher shall also have the right to request a meeting
8 with the Joint Committee, and to be represented at this meeting by Association
9 representation of his or her choice.

10
11 M. The results of the Referred Participating Teacher's participation in the PAR
12 Program shall be made available for placement in the personnel file.

13
14 N. On or before April 15, the Consulting Teacher shall complete a final report of
15 the Referred Participating Teacher's (Year Two) performance in meeting the
16 objectives of the improvement plan. The final report shall identify the
17 unsatisfactory areas, the assistance provided to the Referred Participating (Year
18 Two), the results of the assistance, and a statement whether the Referred
19 Participating Teacher (Year Two) has satisfactorily achieved the objectives of
20 the improvement plan.

21
22 4. General Provisions

23
24 A. The PAR Program shall expect and strongly encourage a cooperative relationship
25 between the Consulting Teacher and the Principal/Evaluator.

26
27 B. Any unresolved issues or complaints by unit members arising under this Article
28 shall be referred to the Joint Committee for resolution.

29
30 C. If a unit member requests another Evaluator, he/she shall be assigned
31 another Evaluator by the Assistant Superintendent of Human Resources.

32
33 D. Consulting Teachers, Support Providers, and teacher members of the Joint
34 Committee shall not be considered management or supervisory employees as
35 defined in the Educational Employment Relations Act, and shall retain their status
36 as unit members.

37
38 E. Nothing herein shall be interpreted as limiting the authority of the Governing
39 Board or District to initiate any form of discipline against the Participating Teacher
40 at any time consistent with the law and this Agreement.

41
42 F. This article may be reopened for negotiations by either party beginning the 2001 –
43 2002 school year and will not be included as one of the two ATA or District
44 reopeners.
45

1 SIDE LETTER
2

3 RESTRUCTURING
4 SITE-BASED DECISION-MAKING COMPONENT

5 A. GOAL

6 The District and the Alhambra Teachers Association recognize that restructuring
7 and site-based decision making may improve effective professional practice and
8 improve the educational process.

9 B. RESTRUCTURING COMMITTEE

10 Schools that are currently involved in restructuring activities shall establish a
11 Restructuring Committee within 15 days of the ratification of this agreement.
12 Schools that are not currently involved will be provided inservice on restructuring.
13 If a school wants to become involved in restructuring, a committee must be
14 established. A petition signed by 60% of the ATA members assigned to the site
15 shall trigger the establishment of a Restructuring Committee.

16 1. The Restructuring Committee shall consist of a majority of site ATA unit
17 members elected by their peers. The balance of the committee may be
18 comprised of additional unit members, management, classified
19 representatives, parents/community representatives, and students.

20 a. ATA bargaining unit representatives on the Restructuring Committee
21 shall be from that site and elected on an at-large basis by bargaining
22 unit members assigned to the site. Absentee ballots shall be available
23 on request. ATA election procedures shall be implemented.
24

25 b. Parents of students attending the school and community
26 members who live within the attendance boundaries of the
27 school site shall be eligible to serve in positions allocated
28 to parents and community members.

29 c. In the event of any change in the size of a Restructuring
30 Committee, the ATA unit majority shall be maintained.

31 d. There may be an alternate for each category of membership.
32

33 2. Restructuring Committees shall be jointly chaired by the principal (or
34 designee) and the ATA member (or designee) selected by the ATA
35 representatives to the Committee. Chairpersons or designees must be
36 members of the Restructuring Committee.

37

1 3. The Restructuring Committee shall have the following functions and
2 responsibilities:

- 3 a. Receive and provide training on restructuring plans,
4 site-based decision making and consensus building.
- 5 b. Plan, promote, support, and encourage the site in
6 development and implementation of its restructuring plan.
- 7 c. Consider all points of view and solicit the advice and
8 counsel of parents and employee groups. The Committee
9 shall report to the site staff on a monthly basis.
- 10 d. Prepare project proposals and forward them to the ATA and the
11 District for review. In the event a proposal requires a waiver of
12 law, school board policy or current collective bargaining
13 agreements in the District, such waiver requests shall be submitted
14 in writing to the ATA and District for action. The results of the
15 proposals and waiver requests shall be returned to the site within 30
16 days.

17 Project proposals reviewed by ATA and the District which do
18 not have waiver requests attached, but in the opinion of ATA
19 or the District require a waiver, shall be returned to the site
20 within 30 days with an explanation as to why a waiver is
21 required.

22 If agreed to by ATA and the District, waivers of the
23 collective bargaining agreement shall be incorporated
24 into the agreement for a specific period of time for the
25 specific work site regardless of the time remaining on
26 the collective bargaining agreement and are grievable
27 within the meaning of the Grievance Procedures.

28 Waivers which apply only to certain work site as part of
29 the request from a Restructuring Committee as part of
30 the project agreement. Such waivers shall not be
31 considered past practice or precedent setting.

- 32 e. Review existing and proposed procedures which affect
33 the restructuring plan and make recommendations as
34 needed.

- 1 f. Make ongoing decisions which affect the site
2 restructuring plan.
- 3 g. Prepare a yearly progress report regarding the
4 restructuring plan and forward it to the ATA and the
5 District.
- 6 4. The Restructuring Committee is prohibited from violating unit member
7 rights and descriptions established in the EERA or establishing merit pay.
- 8 5. The Restructuring Committee shall observe the following operating
9 procedures.
- 10 a. Restructuring Committee members shall serve three-
11 year terms, with the exception of the first members in
12 order to stagger terms.
- 13 b. The Restructuring Committee shall meet on a regular
14 basis to accomplish its functions and responsibilities.
- 15 c. ATA and the District recognize that decisions made by
16 consensus are the most effective in promoting cooperation and
17 commitment to the decisions of the Restructuring
18 Committee. The attainment of consensus among all
19 members of the Restructuring Committee shall be a
20 primary goal.
- 21 d. An agenda shall be prepared by the co-chairs of the
22 Restructuring Committee prior to each meeting. The
23 meeting agenda must have identified the proposed
24 action with enough specificity so committee members
25 can, prior to the meeting, consult with all interested
26 parties with respect to the particular section under
27 consideration.
- 28 e. The Restructuring Committee and all subcommittees
29 shall have open meetings. Only committee members
30 may participate in discussions. Non-committee
31 members may be invited to speak concerning agenda
32 items upon request to the co-chairpersons.
- 33 f. Prior to being submitted to the ATA and the District, all
34 restructuring projects must be ratified by a 2/3 vote of the unit
35 members at the site who vote by secret ballot. Absentee ballots
36 shall be available on request. ATA election procedures will be
37 implemented.

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9

g. Any proposal which is not implemented within the timeline specified within the proposal shall be resubmitted to the site unit members for approval.

C. RESTRUCTURING - MONEY

\$10,000.00 for each comprehensive high school for 1994-95 school year to use for the purchase of materials, equipment, supplies or to be used to provide consultants, training, or release time for Restructuring Committee members.

**Memorandum of Understanding Between Alhambra Unified School District and
Alhambra Teacher's Association**

The Alhambra Unified School District and the Alhambra Teacher's Association agree to pilot a District salary credit program for three years with evaluation to take place in June 2009 and may be discontinued by the District at any time between June 2007 until June 2009.

Rationale


District Salary Credit is an incentive for teachers to participate in professional development provided by the District after the contract day. It would be a way to encourage teachers to remain teaching in AUSD. Professional development offered by the District is considered to be of the highest quality commensurate with courses offered by the universities.

Description

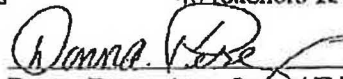
When offered, District Salary Credits would be given by the Alhambra Unified School District for specific professional development courses provided by the district. The District will maintain sole discretion as to which courses will be offered for salary advancement credit, as well as when they will be offered. Teachers participating in these designated professional development courses conducted outside the contract day, without compensation, would earn these credits. For teachers to earn District Salary Credit, the course must be at least 7.5 hours in length for .5 credit or 15 hours in length for 1 credit. In addition to seat time, independent projects may be required to complete the course. The limit on the number of courses that may be taken for salary credit would be no more than 10 credits per year. In order to receive the credit, teachers must complete the entire course, and no partial units will be provided. If salary credits are received and verified within six (6) calendar months of the date in which the course work was completed, the District shall reclassify the unit member effective the first full pay period following the date on which the course work was completed.

District Salary Credit Courses

<u>Elective Courses</u>	<u># of Credits</u>	<u>Estimated Participation</u>
Writer's Workshop I	.5 unit	15 teachers K-8
Writer's Workshop II	.5 unit	15 teachers K-8
Reader's Workshop I	.5 unit	18 teachers K-8
Reader's Workshop II	.5 unit	18 teachers K-8
Art in the Curriculum	.5 unit	15 teachers K-8
Book Study Groups	.5 unit	5 teachers K-8
Using Graphic Organizers	.5 unit	10 teachers 4-12
ELD	.5 unit	25 teachers K-12
SDAIE	.5 unit	25 teachers K-12
Special Populations	.5 units	40 teachers K-12



Laura Tellez, Asst. Supt. HR



Donna Perez, Asst. Supt / Ed. Services



Mark Sebold, ATA President

5-21-07

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") amends the collective bargaining agreement between the Alhambra City and High School District ("District") and the Alhambra Teachers Association, California Teachers Association and National Education Association ("Association") dated August 19, 1997 and effective September 1, 1997 through August 31, 1999 (hereinafter "CBA").

Pursuant to California Education Code Section 45028 and California Government Code Section 3540 *et seq.*, in particular, Section 3543.2, this Memorandum has been negotiated and mutually agreed to by the District, a public school employer, and the Association, the exclusive representative of the employees subject to this Agreement.

The District and the Association, in full and final settlement of Public Employment Relations Board ("PERB") Case No.: LA-CE-3868 and the grievances filed by the Association on November 21, 1997 (Level I) and January 9, 1998 (Level II) regarding the correct placement of intern credentialed teachers on the Salary Schedule, hereby agree as follows:

1. The District will continue to compensate those unit members hired as intern teachers by the District between September 8, 1997, and October 14, 1998 as "non-emergency credential teachers" as provided in the CBA at Column 1, Step 6 of the Salary Schedule, the Step and Column at which they were initially placed upon their hire, until such unit members obtain the necessary training and/or experience to advance to a Column and Step placement that provides for a salary equal to or higher than the salary provided at Column 1, Step 6. "Intern teachers" as used throughout this Memorandum refers to those individuals holding an intern credential who are hired by the District pursuant to the Teacher Education Internship Act of 1967, California Education Code §§ 44450 *et seq.*
2. For purposes of initial placement on the Salary Schedule, the District shall rate-in intern teachers hired on or after October 15, 1998 at the Step and Column commensurate with the teacher's actual training and experience as set forth in the Salary Schedule attached as Appendix A to the CBA, and shall treat them in the same manner as "emergency credential teachers" for purposes of entry level placement on the Salary Schedule.

3. In its final calculation of the salary adjustment under the Salary Formula provided at page 108-109 of the CBA for the 1998-1999 school year, the District shall calculate the Salary Formula and after completing the first phrase of step 1.h. ("Compute 60% of the results generated by the calculation described in paragraphs a.-g. above.") shall add back in sixty percent (60%) of the difference between what it cost to pay the intern teachers on the District's Y-rated Salary Schedule for intern teachers hired between September 8, 1997 and October 14, 1998 and the salary that they would have received for 1997-1998 and 1998-1999 had they been rated-in on the Salary Schedule according to their actual level of training and experience.
4. The Association hereby dismisses with prejudice the grievances filed on November 21, 1997 (Level I) and January 9, 1998 (Level II) regarding the correct placement of intern credentialed teachers on the salary schedule.
5. The Association hereby agrees to dismiss with prejudice PERB Case No.: LA-CE-3868 by executing and filing with PERB the dismissal with prejudice, attached hereto as Exhibit A.


Alhambra School District


Alhambra Teachers Association

1/12/99
Dated

1/12/99
Dated

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") amends the collective bargaining agreement between the Alhambra City and High School District ("District") and the Alhambra Teachers Association, California Teachers Association and National Education Association ("Association") dated August 19, 1997, and effective September 1, 1997 through August 31, 1999 (hereinafter "CBA").

Pursuant to California Education Code Section 45028 and California Government Code Section 3540 *et seq.*, in particular, Section 3543.2, this Memorandum has been negotiated and mutually agreed to by the District, a public school employer, and the Association, the exclusive representative of the employees subject to this Agreement.

The District and the Association have agreed on the implementation of the provisions of the Mental Health Parity Act of 1996.

Mental Health Benefits, effective October 1, 1998, are as follows:

Inpatient Services: 60 days per calendar year; benefits paid are not applied towards the lifetime Major Medical maximum.

Outpatient Services: 50 visits per calendar year.

The above coverage would continue to be part of the Catastrophic (Major Medical) portion of the Plan, subject to the \$100 annual deductible (\$300 family), with benefits always paid at 80% for inpatient services and 50% for outpatient services.

It is agreed and understood that the above benefits are for inpatient Substance Abuse, as well as Mental Health.



Alhambra School District



Alhambra Teachers Association

10/29/98
Dated

10-12-98
Dated

Adult Education Evaluation Timelines

Memorandum of Understanding
Adult Education Timelines for Evaluation
September 25, 2000

The purpose of the adult education evaluation is to assist adult education unit members in providing high standards of instruction, professionalism and consistency with the curriculum to the students in the adult education program. The process is based on mutual respect and mutual agreement on goals and objectives, follow up, feedback and assistance to improve where necessary.

1. All permanent, probationary and temporary Adult Education Unit Members shall be evaluated in one subject area no less than:
Temporary- once during the year the unit member is first hired, and once every two years thereafter
Probationary- once every year
Permanent- once every two years.

This evaluation may take place in either the first or second semester.

2. The Adult Education Certificated Performance Report shall be employed as the instrument of evaluation
3. Temporary Adult Education Unit Members shall be notified at the time of hire that he/she will be evaluated and shall be provided with a blank copy of the Adult Education Certificated Performance Report.
4. Returning Adult Education Unit Members scheduled for an evaluation shall be notified within 15 workdays of the beginning of the evaluation semester. The unit member shall be given a copy of the Adult Education Certificated Performance Report and the contract language regarding the evaluation process for adult education unit members.
5. Within 30 workdays of the beginning of the school year, the unit member shall meet with his/her evaluator to reach mutual agreement on the specific area of the performance report for self-improvement. If mutual agreement cannot be reached within 5 working days, the unit member may refer the disagreement to the Assistant Superintendent-Instruction or designee, who shall review the unit member's proposed objectives and make a binding decision within 5 days.

Adult Education Evaluation Timelines

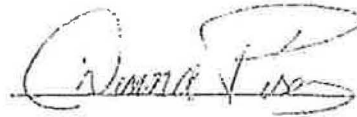
6. Following the conference, the supervisor shall make at least one formal observation of not less than 25 minutes. The supervisor shall notify the unit member at least 5 days in advance that he/she is scheduling an observation. The unit member may request a reasonable change in schedule due to instructional needs.
7. Following the formal observation, a conference shall be scheduled within 10 days to discuss the results of the observation, before the supervisor puts the observation into writing. In the event the supervisor recommends a need for improvement, the supervisor will provide support for the unit member to meet the self identified objectives.
8. The supervisor and/or the unit member may request a second observation.
9. The written final evaluation is due 15 days before the end of the semester.
10. The Unit Member has the right to initiate a written response or reaction to the evaluation by the end of the semester.
11. The final written evaluation and any written response shall go into the unit member's personnel file.
12. If the evaluation is unsatisfactory, the unit member shall be evaluated the following semester and may request another evaluator.
13. The meetings regarding the evaluation shall take place during scheduled assignment hours.
14. The content and/or substance of the evaluation, reasonably applied, shall not be subject to Article VII (Grievance Procedure). Procedural violations of the evaluation are subject to Article VII.
15. The participants understand that these timelines may be reviewed at the conclusion of the 1999-2002 collective bargaining agreement.
16. For the fall, 2000 semester only, the timelines for the notification shall be extended. The Adult Education Division agrees to consolidate its timelines so as to leave the same amount of time between the observation conference (#7) and the final report (#9) as would be the case if the regular timelines were in effect. This requires notification, that the observation conference be held no later than November 10th and that the unit member be notified the full 5 days before the observation take place.

Adult Education Evaluation Timelines



Steve Kornfeld
President, ATA

10/18/00
Date




Donna Perez
Human Relations

10-24-00
Date



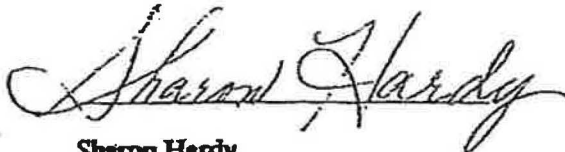
Alice Clement
ATA Executive Director

10/18/00
Date



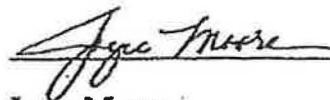
Loretta Huang
Director, Adult Education

10/18/00
Date



Sharon Hardy,
Adult Education Bargaining Team Member

10/18/00
Date



Joyce Moore
Principal, Adult Education
Bargaining Team Member

10/18/00
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
ALHAMBRA TEACHERS ASSOCIATION AND THE
ALHAMBRA SCHOOL DISTRICT**

This memorandum of understanding waives certain sections of the collective bargaining agreement on Peer Assistance and Review.

For the 2003-2004 school year the following waivers will be in effect:

- PAR Panel members will serve and the panel will function for the period of March – June 2004. All other program components are in effect from September through June.
- Training will be provided for new Panel members.
- Compensation for this abbreviated year will be \$900 (April through June) per ATA member.
- High school consulting teacher hired through application only.
- Letter of information and request for volunteer assistance through PAR will be distributed to all unit members in March.
- First meeting of the panel will be held before April 30, 2004.



Gloria Tauson, President
Alhambra Teachers Association



Donna Perez, Assistant Superintendent
Educational Services
Alhambra School District

Date: March 5, 2004

MEMORANDUM OF UNDERSTANDING
BETWEEN ALHAMBRA SCHOOL DISTRICT AND
ALHAMBRA TEACHERS ASSOCIATION

The Alhambra School District and the Alhambra Teachers Association agree to pilot a four (4) day per week summer school for the summer of 2004.

The unit members' work day for a four day per week summer session will be six hours and 15 minutes, which includes 5 hours of class assignment plus 1.25 hours of preparation (break/recess minutes will be part of the teacher's preparation time) or 6.25 hours of direct assignment. All other summer school provisions of the contract remain in effect.

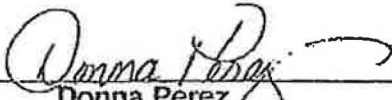
Daily rate of pay will be based on 25 hours per week for teachers and 30 hours per week for nurses as per 09/01/2002 Summer Salary Schedule.

Upon special circumstances, some classes/programs may be on a regular five day summer school schedule (25 hours/week with 4 hours of class assignment plus 1 hour of preparation time).

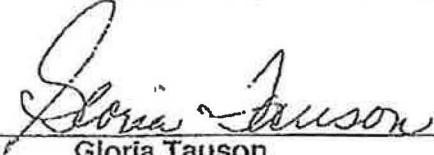
February 18, 2004
Date



Laura Tellez
Assistant Superintendent-Human Resources



Donna Perez
Assistant Superintendent-Educational Services



Gloria Tauson
ATA President

"Magic Memo"

12-19-97

Following this page are the "Magic Memos" agreed in the ~~1999~~ collective bargaining negotiations. These "Memos" are meant to record the parties' mutual commitment to remedy specific issues, without creating new contract language. The parties have agreed in good faith to implement each of these "Memos", but they are not intended to create a binding contract or a grievable contract term.

5/17/98
J.A.
6:00 pm
Jm
CJH

Magic Memo

ATA Proposal #9

May 7, 1999

New unit members who attend the two day new teacher training prior to the opening of school, will receive \$100 in supplies of their choice purchased through the District warehouse or Office Depot.

Julie Hodder

5/7/99

Laura Hittell

X T.A. - 5/7/99 - 11:22 a.m. - District Counter Rights & Responsibilities
 Amended ATA 17
 Counter Exp. _____
 Dropped

Richard L. Linneman Judy Bail

Article
XXII - Safety and Protection of Unit Members and their Property and Crisis Provisions
Page 53

Proposal

XXII - Safety and Protection of Unit Members and their Property, Reimbursements, and Crisis Provisions

**MAGIC MEMO
(Use of Social Security Numbers)**

Social security numbers will not be used except for federal and state reporting (including but not limited to: STRS, PERS, Medicare, Social Security, Workers Compensation, Unemployment, IRS and Franchise Tax Board); payroll system and all that it involves such as Personnel Transaction Reports, timesheets and employee attendance records; health benefits such as Blue Shield, Signa, Delta Dental, PMI and VSP.

MAGIC MEMO

It is understood that site administrators will, whenever possible, reduce class size in which RSP, LD, County or wheelchair students are assigned (see CTA document attached, which details criteria for determining student qualification).

Pupils with exceptional needs whose functioning levels are such that they are assigned to the least protected sheltered environment. This would include elementary and secondary pupils who require periodic monitoring and supervision of a special education teacher and demonstrate functioning levels as follows:

- 27.2.4.4.1 Works independently with periodic monitoring and supervision;
- 27.2.4.4.2 Does not require individual activities/tasks; can perform most activities/tasks in a group;
- 27.2.4.4.3 Self-monitors and controls behavior on a consistent basis;
- 27.2.4.4.4 Exhibits independence in toileting and feeding;
- 27.2.4.4.5 Does not exhibit self-abuse or serious abuse to others; and
- 27.2.4.4.6 Exhibits minimal self-stimulation behavior or maladaptive behavior, which requires infrequent intervention.

Pupils with exceptional needs whose functioning levels are such that they are assigned to a less protected sheltered environment. This includes preschool, elementary, and secondary pupils who require direct supervision of a special education teacher and demonstrate functioning levels as follows:

- 27.2.4.5.1 Works independently for short periods with continual supervision;
- 27.2.4.5.2 Does not require individual activities/tasks and is able to perform some activities/tasks in a group;
- 27.2.4.5.3 Self-monitors and controls behavior in a structured setting;
- 27.2.4.5.4 Requires periodic monitoring in toileting and/or feeding;
- 27.2.4.5.5 Exhibits some self-abuse or abuse to others; and,
- 27.2.4.5.6 Exhibits some self-stimulating behavior or maladaptive behavior, which requires frequent intervention.

Laura Telly
3-4-04

Ralph Hernandez
3-4-04
4:15 PM

MAGIC MEMO

District Proposal #7

The District proposes to form an ATA/District committee with the task of realigning the evaluation instrument with state standards. This task will be completed by August 1, 2005.

Laura Telley
3-5-04

Ralph Hernandez
3-5-04

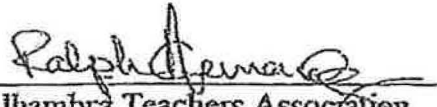
MAGIC MEMO

Feb. 26, 2004

(28)

site

Minutes and announcements generated from decision-making or advisory committees shall be distributed to all unit members in a timely manner. This will not constitute formal notification of administrative decisions.


Alhambra Teachers Association


Alhambra School District

March 5, 2004

ATA 7, 8, 10, 12, 18

MAGIC MEMO

A joint committee of ATA and District shall work together to write procedures that will address privacy, safety, and security issues as relates to communication systems in the schools. This shall happen in a timely manner.

Ralph Hernandez 3/5/04
Laura Tellez 3/5/04

Memorandum of Understanding
October 20, 2008

The Alhambra Unified School District and the Alhambra Teachers Association agree to set up the Streamline Committee that consists of 3 ATA representatives including 2 from elementary and one from high school. The Management will have 3 representatives on this committee.

Laura Tellez 10-22-08 *Katherine Lee* 10/22/08
Laura Tellez, Ed.D Katherine Lee, ATA Bargaining Chair

Memorandum of Understanding
October 17, 2008
Early Retirement Incentive Plan

The Alhambra Unified School District and the Alhambra Teachers' Association agree to the following:

A "day" for the purposes of Article XX Early Retirement Incentive Plans, 1.B. Program shall be defined as:

Completion of 7 seven hours assigned work on campus in a single day, including a daily lunch period of not more than thirty (30) minutes, or


Completion of a total of 7 hours assigned work accumulated over more than one day.


 10-22-08
Laura Tellez Ed.D. Date

 10/22/08
Katherine Lee, ATA Bargaining Chair Date

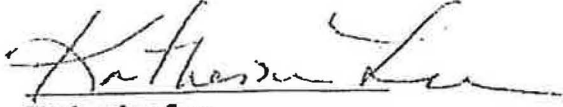
Side Letter

Adult Education – Trimester Schedule

The trimester schedule will be piloted in the 2009-2010 school year. A committee consists of adult ed teachers and administrators of the same ratio will be formed to discuss the implementation and evaluation of the trimester schedule in the 2009-2010 school year. 



Dr. Laura Tellez
Assistant Superintendent of Human Resources




Katherine Lee
ATA Bargaining Chair

October 2, 2008

Side Letter

Adult Education – Notification of Assignment

ATA is willing to accept the District's commitment that notification of class assignments will be sent out as soon as possible. This notification will include contact phone number(s) for questions and concerns. Both parties will subsequently evaluate the effectiveness of this method.



Dr. Laura Tellez
Assistant Superintendent of Human Resources



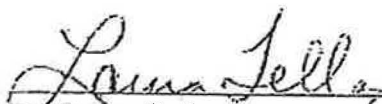
Katherine Lee
ATA Bargaining Chair

October 2, 2008

Side Letter

Adult Education Teachers – Health Benefits

For the seven adult education teachers who were employed between 12-20 hours per week in 2007-08, need to be offered and maintain at least 12 hours per week to receive 100% full health benefits until they separate from employment from AUSD.



Dr. Laura Tellez
Assistant Superintendent of Human Resources



Katherine Lee
ATA Bargaining Chair

October 2, 2008