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**ALPINE UNION SCHOOL DISTRICT**

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## ARTICLE 1

### DEFINITION OF TERMS

#### 1.1 Definitions

- 1.1.1 "Regular, Full-Time Employees" is defined as one who is assigned under contract for one (1) semester or more to work the entire day for all the duty days as provided in this Agreement.
- 1.1.2 "Regular, Part-Time Employees" is defined as one who is assigned under contract for one (1) semester or more to work less than the regular full-time employee as defined in this Agreement.
- 1.1.3 "Shared Contract Employee" is defined as one who is assigned under contract for part or all of the day for one (1) semester or more as defined in this agreement.
- 1.1.4 "Probationary Employee" is any certificated employee other than a substitute, temporary or permanent certificated employee.
- 1.1.5 "Permanent Employee" is a certificated employee who has been employed by the District for two complete consecutive school years in a position or positions requiring certification qualifications and is re-elected for the next succeeding school year to a position requiring certification qualifications.
- 1.1.6 "Temporary Employee" is a certificated employee who is employed to perform services in a categorically funded project (or to replace a regular teacher who is performing services in a categorically funded project) which is not required by federal or state statute, pursuant to and under the terms and conditions of Education Code Section 44909, or whose employment is based on the need for additional certificated employees because a certificated employee has been granted leave for a semester or year, or is experiencing long term illness, pursuant to Education Code Section 44920. The rate of pay is based on the Certificated Salary Schedule. Health and welfare benefits are District paid.
- 1.1.7 "Substitute Employee" is a certificated employee who is employed pursuant to Education Code Section 45030 and the seventh paragraph of Education Code Section 44918(d) to serve in an on-call status to replace absent regular employees on a day-

to-day basis.

- 1.1.8 "Long-Term Substitute" is a certificated employee who is employed pursuant to Education Code Section 45030 and the seventh paragraph of Education Code Section 44918(d) to serve in an on-call status to replace an absent regular employee on a long-term basis.
- 1.1.9 "Association" means the Alpine Teachers Association/CTA/NEA.
- 1.1.10 "Board" as used herein is the Board of Trustees of the Alpine Union School District.
- 1.1.11 "Daily Rate of Pay" means the unit member's regular contracted salary divided by the number of duty days. The daily rate of pay shall be computed by the County of San Diego.
- 1.1.12 "Day" means calendar day.
- 1.1.13 "District" means the Alpine Union School District.
- 1.1.14 "Duty Days" means days on which unit members are required to be in attendance.
- 1.1.15 "Exclusive Representative" refers to the Alpine Teachers Association/CTA/NEA.
- 1.1.16 "Instructional Day" means the daily amount of in-class time required of students.
- 1.1.17 "Meeting and Negotiating" means meeting, conferring, negotiating, and discussing by the Exclusive Representative and the Board in a good faith effort to reach agreement on any matter within the scope of representation and the execution, if requested by either party, of a written document incorporating any agreements reached, which documents shall, when accepted by the Exclusive Representative and the Board, become binding upon both parties.
- 1.1.18 "Member of the Unit" refers to all regular, full-time and regular, part-time certificated employees of the District excluding the Superintendent, principals, summer school teachers, substitute teachers, and those positions declared as management, confidential, or supervisory under the Act.
- 1.1.19 "School Days" are days in which students are required to be in attendance.
- 1.1.20 "School Year" or "Fiscal Year" refers to the yearly period from July 1 to June 30.
- 1.1.21 "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government Code of the State of California.

## ARTICLE 2

### RECOGNITION

- 2.1 The Board recognizes the Association as the Exclusive Representative of the members of the unit described in Section 1.1.9 of this Agreement.
- 2.2 No other group or organization or representative thereof shall be permitted to engage in behalf of any employee included in the unit in any meeting and negotiating with the District over wages, hours, health and welfare benefits as defined in Government Code Section 53200, leaves and transfer policies, safety conditions of employment, class size, procedures to be used for evaluation of employees, organizational security pursuant to Government Code Section 3546, and procedures for processing grievances pursuant to Government Code Section 3548.5, 3548.6, 3548.7, and 3548.8.
- 2.3 The Exclusive Representative recognizes the Board as the duly elected representative of the people and the Exclusive Representative agrees to negotiate only with the Board of the duly authorized representatives designated by the Board to act in its behalf. The Exclusive Representative agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any unit member regarding negotiable items.
- 2.4 The Board, on its behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and the Constitution of the United States, including, but without limiting the generality of the foregoing, the rights:
  - 2.4.1 To determine and administer policy;
  - 2.4.2 Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and to transfer all such employees;
  - 2.4.3 To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities;
  - 2.4.4 To determine the curriculum;
  - 2.4.5 To build, move or modify the facilities;
  - 2.4.6 To develop and administer the budget;

- 2.4.7 To determine the methods of raising revenue;
  - 2.4.8 To contract out work;
  - 2.4.9 To take action on any matter in the event of an emergency;
  - 2.4.10 To delegate to the Superintendent and other legally appointed officers, the operation of the school system, its properties and facilities including, but not limited to, innovative and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new educational programs.
- 2.5 The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the District, the adoption of policies, rules and regulations, and practice in the furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with federal and state law.

## ARTICLE 3

### NEGOTIATION PROCEDURES

- 3.1 On or about June 1, the parties (Alpine Teachers Association and Alpine Union School District) shall meet and establish a list of interests that reflects the interests of both parties. Employing the concepts and principles of interest-based negotiations, the parties shall develop an agreement that reflects those interests.
- 3.2 Tentative Agreement  
During negotiations items tentatively agreed upon shall be reduced to writing and initialed by both parties.
- 3.3 Final Approval  
When the Exclusive Representative and the Board reach tentative agreement on all matters being negotiated, the complete written agreement shall be submitted to and ratified by the membership of the Exclusive Representative and the Board prior to implementation.
- 3.4 Either the Board or the Association may utilize the services of outside consultants to assist in the negotiations.
- 3.5 The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives or committees.
- 3.6 Negotiations shall take place at mutually agreeable times and places. Negotiations may take place during the regular school day.
- 3.7 The Board shall furnish the Association with one (1) copy of all non-privileged federal and state reports which contain information relating to the articles of this Agreement.
- 3.8 During the term of this Agreement, the parties shall mutually determine the number of release days for negotiations. The Association shall be granted six (6) days of release time annually for its team consisting of five (5) members. In the event a final settlement is not reached during the time period allocated for negotiations, the parties shall consider third party intervention, such as an interest-based facilitator or state mediator.

## ARTICLE 4

### ORGANIZATIONAL SECURITY/ ASSOCIATION RIGHTS

- 4.1 Members of the unit shall have the right to form, join, or participate in the lawful activities of the organization of their choice. With the enactment of SB1960 California legislators recognized that because the exclusive representative has an obligation to fairly represent all bargaining unit members, all bargaining unit members should pay their fair share for that representation. SB1960 states that, upon notification by the exclusive representative, the employer is required to deduct agency fees from the wages of all non-members.
- 4.2 Dues and Deduction Authorization
- Any member of the unit may sign and deliver to the District an assignment authorizing deduction of fees for Association membership dues, Agency fees or religious objector status. Any unit member who is not a member of the Association, or who does not make application for membership within thirty(30) days of commencement of assigned duties shall pay a service fee to the Association.
- 4.2.1 The Employer agrees to deduct fees, as required by SB1960, from the pay of unit members. Such authorizations shall continue in effect from year to year unless changed by the unit member to a different allowable authorization. Pursuant to such authorization, the district shall deduct one-tenth (1/10th) of such dues from the regular salary check of the member of the unit each month for ten (10) months. Deductions for unit members who are hired after the start of the school year shall be appropriately prorated from the date of employment.
- 4.2.2 With respect to all sums deducted by the Employer for membership dues or agency fees, the Employer agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.
- 4.2.3 The Association and Employer agree to furnish to each other any information needed to fulfill the provisions of this Article.
- 4.2.4 Any unit member who qualifies as a religious objector shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to one of the



following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

1. Foundation to Assist California Teachers
2. United Way/Chad
3. Make a Wish Foundation
4. American Cancer Foundation

4.2.5 To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. If the exemption is accepted, the district shall make the payment to a charity of the employee's choice from those listed above.

4.3 Deductions - Other Purposes

Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union, charitable donations, savings bonds, or any other plans or programs for which such deductions are permitted by law.

4.4 Use of Facilities

The Association shall have the right to make use of the school equipment, buildings and District facilities at all reasonable hours, subject to the use-of-facilities procedures.

4.5 Communications

The Association shall have the right to post notices of activities and matters of Association concern on employee bulletin boards, at least one (1) of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes subject to reasonable rules and regulations for communications to teachers.

4.6 Access to Property

Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times.

4.7 Board Meetings

The Board agrees that the Association shall be placed on the Board Agenda when a written request is presented within prescribed time limits. The Association president shall be provided with a copy of the Board packet at least one day before a Board meeting.

4.8 Association President Release Time

The Alpine Teachers Association Chapter President or designee shall be allowed a total of ten (10) days release time to conduct necessary Association business. Twenty-four hour notice shall be given the Superintendent or his/her designee. The Association agrees to pay the cost of half of a substitute for the sixth through tenth release day. This agreement shall not be construed to allow the District to charge the Association when a substitute is not employed. The Association shall be allowed ten (10) days release time for Association members to attend CTA/NEA Conferences at no loss of salary, benefits or leave. Association release time shall require approval of the superintendent. The association shall be responsible for the cost of substitutes.

4.9 Association Meeting Days

Association meetings will normally be held the first Monday of the month. If there is a holiday on the first Monday of a month then, Association meetings will be held on the first Tuesday. The District shall not schedule meetings at which a teacher is either required or requested to be present on Association meeting days.

## ARTICLE 5

### WAGES

#### 5.1 Salary Schedule

The parties agree to a five and one-half (5.5%) percent on-schedule raise, retroactive to July 1, 2006, for all current bargaining unit members. This 5.5% increase shall apply to all extra pay hourly assignments.

##### 5.1.1 CLASSIFICATIONS

###### 5.1.1.1 Column A/B/C

Regular credential with Bachelor's Degree from an accredited college.  
Regular credential with Bachelor's Degree from an accredited college plus fifteen (15) upper division or approved semester units outside of the Bachelor's Degree. Regular credential with Bachelor's Degree plus thirty (30) upper division or approved semester units outside of Bachelor's Degree.

###### 5.1.1.2 Column D

Regular credential with Bachelor's Degree plus forty-five (45) upper division or approved semester hours outside of Bachelor's Degree, or Master's Degree.

###### 5.1.1.3 Column E

Regular credential with Bachelor's Degree plus sixty (60) upper division or approved semester hours outside of Bachelor's Degree, or Master's Degree plus twelve (12) upper division, graduate or approved units outside of the Master's Degree.

###### 5.1.1.4 Column F

Regular credential with Bachelor's Degree plus eighty (80) upper division or approved semester hours outside of Bachelor's Degree, or Master's Degree plus twenty-four (24) upper division, graduate or approved semester units outside of the Master's Degree.

###### 5.1.1.5 Column G

Regular credential with Master's Degree plus twenty-four (24) upper division, graduate, or approved units outside of the Master's Degree, plus

twelve (12) graduate or approved units subsequent to the Master's Degree, or a Doctorate Degree in the field of education.

#### 5.1.2 CREDIT FOR EXPERIENCE

5.1.2.1 A maximum of entry on the tenth step of the salary schedule will be allowed for outside experience including military service as follows:

5.1.2.1.1 Credit not to exceed nine (9) years will be allowed for teaching in public school other than Alpine Union School District. Credit may be allowed for experience at the college level, or experience in an accredited private school.

5.1.2.1.2 Credit not to exceed two (2) years for military service.

5.1.2.2 Certificated non-management employees shall receive a year's credit when they are in paid status full time for 75% of the number of contracted duty days.

#### 5.1.3 VERIFICATION

5.1.3.1 Classification placement will be determined through evaluation of official transcripts by the professional advancement committee.

5.1.3.2 Credit claimed for experience must be verified in writing by an official of the school district from which the experience is allowed.

#### 5.1.4 ADVANCEMENT

5.1.4.1 All column advancements require all units be of graduate level or upper division level work unless otherwise approved by the Professional Advancement Committee pursuant to Section 5.1.4.3. The Committee shall be composed of three (3) unit members designated by the Association and one (1) administrator designated by the Superintendent.

5.1.4.2 Application for advancement in classification must be made in writing by the teacher prior to May 1st, preceding the school year during which the advancement is to become effective.

5.1.4.3 Evidence of qualification for advancement in classification for other than upper division courses must be submitted to the Professional Advancement Committee by the teacher on or before the September 1st of the school year during which advancement is to become effective.

5.1.4.4 The teacher who fails to observe the provisions of 5.1.4.1 and/or 5.1.4.2 of



compensated \$300 per year for duties performed.

### 5.3 Longevity

Effective July 1, 2007, there will be two separate longevity schedules.

At any time after July 1, 2007 and prior to July 1, 2009, qualifying unit members who wish to participate in the new longevity schedule must submit an irrevocable selection form to the District. Prior to July 1, 2009, qualifying unit members who do not submit an irrevocable selection form to the District will remain on the old longevity schedule. Only these unit members will continue to be eligible for the retirement incentive as specified in Articles 19.2 and 19.3.

All qualifying unit members will be placed on the new longevity schedule after July 1, 2009, and the retirement incentive as specified in Articles 19.2 and 19.3 is deleted.

#### 5.3.1 Old Longevity Schedule

- A. The longevity increment on the salary schedule for step 18 shall be \$3,000 greater than Step 13.
- B. The longevity increment on the salary schedule for step 23 shall be \$5,000 greater than Step 13.
- C. The longevity increment on the salary schedule for step 28 shall be \$7,000 greater than Step 13.

#### 5.3.2 New Longevity Schedule

- A. The longevity increment on the salary schedule for Step 16 shall be \$2,000 greater than Step 13.
- B. The longevity increment on the salary schedule for Step 19 shall be \$4,000 greater than Step 13.
- C. The longevity increment on the salary schedule for Step 22 shall be \$6,000 greater than Step 13.
- D. The longevity increment on the salary schedule for Step 25 shall be \$8,000 greater than Step 13.
- E. The longevity increment on the salary schedule for Step 28 shall be \$10,000 greater than Step 13.
- F. The longevity increment on the salary schedule for Step 30 shall be \$12,000 greater than Step 13.

greater than Step 13.

5.4 Regular Part-Time Members of the Unit

Regular part-time members of the unit shall be compensated with a pro rata share of the salary the unit member would have been earning had he been placed on a regular full-time teaching assignment.

5.5 Extra-Pay (Hourly)

The Board agrees to pay unit members who are required to perform specific duties that are pre-approved by the Superintendent or their immediate supervisor and are outside the teacher's on-site work day. The rates of hourly compensation shall be as follows:

Rate A (\$45.11 per hour) - Performs the following duties off-site: Home/Hospital Teacher, Specialized Services, i.e., speech therapy, assessment, psychological evaluations.

Rate B (\$37.57 per hour) - Performs duties on site or in district. Specialized services performed during summer school. Small group instruction for categorical programs before/after school. Chair of district curriculum/task force committee. Principal presenter at district/site sponsored inservice.

Rate C (\$30.06 per hour) - Performs duties on site or in district. Serves on site/ district committee. Participates in district-sponsored inservice beyond school day, work week or work year. The hours of service must be verified by the Superintendent and/or the immediate supervisor.

5.6 Mileage

Members of the unit shall be reimbursed at the current IRS rate per mile for travel between schools when the member of the unit is regularly assigned to duties at more than one school or when the unit member is directed to use his or her personal automobile for District-related business. A unit member must have prior written approval by the Superintendent before being eligible for mileage related to the use of the unit member's personal automobile for District-related business.

5.7 10/12 Pay Option

Unit members shall be considered as participating in the 10-pay plan unless a request is made for the 12-pay option as follows:

1. Using a district form, unit members may submit a request for the 12-pay option by the 10th of September for the coming year.
2. Such requests shall not be revocable during the school year and must be renewed by

September 10 each year for the coming school year.

- 5.8 In the event the state alters its funding method or process in such a way as to make the above agreement invalid, inapplicable or significantly change the intent of the agreement, the parties agree to reopen negotiations on successor language.
- 5.9 When a unit member is authorized to spend the night at sixth grade camp as chaperone, they shall be paid forty dollars (\$40.00) per night. This pay shall be added to their next pay check.





## ARTICLE 6

### HOURS OF EMPLOYMENT

#### 6.1 Unit Member Workday

6.1.1 The length of the bargaining unit members' workday, including a thirty (30) minute duty-free lunch period, shall not exceed seven and one-half (7.5) hours, except as provided for in Section 6.1.3 hereinafter. The use of non-instructional time which occurs during the seven and one-half (7.5) hour workday shall be governed by the following:

6.1.1.1 No meetings shall be scheduled during the duty-free lunch period.

6.1.1.2 All non-mandatory meetings shall be scheduled in consultation with the unit members involved.

6.1.1.3 The District agrees to attempt to schedule mandatory meetings within the twenty-four (24) meeting provision in Section 6.1.3 below. When such scheduling is not feasible, the District shall exert every effort to limit the scheduling of such meetings to reasonable numbers.

6.1.2 Unit members are required to report to duty thirty (30) minutes before the commencement of the students' instructional day.

6.1.3 Unit members may be required by their immediate supervisor to perform the following teaching related duties: Faculty meetings, up to twenty-four (24) per year, not to exceed sixty (60) minutes each; parent conferences as requested by parent; two (2) evenings per school year for back-to-school and/or open house; parent-teacher annual conferences held on two (2) duty days.

6.1.4 Unit members shall have two ten (10) minute duty-free breaks to be mutually agreed upon by staff and administration at each site.

#### 6.2 Unit Member Workyear

6.2.1 The number of duty days for unit members shall be one hundred eighty-five (185) days. The number of instructional days shall be one hundred eighty (180) days.

6.2.2 Only one day during the preparation/orientation week prior to the opening of school shall be used for District meetings. Two duty days shall be used for classroom preparation. District representative(s) shall meet and consult with the Association

representatives if the District orientation day is going to be a day other than the first working day of the school year.

6.3 Release Time for Classroom Visitation

- 6.3.1 Any unit member may request time from his regular assignment for the purpose of classroom visitation. Such visitation must be designed to enhance and improve the performance of the unit member in his current assignment.
- 6.3.2 A request under Section 6.3.1 shall be made at least ten (10) days prior to the proposed date of visitation and shall be made on the appropriate form.
- 6.3.3 The granting of release time under Section 6.3.1 shall be within the sole discretion of the Superintendent or his designee.
- 6.3.4 A unit member granted release time may be required by the Superintendent to submit a report regarding the visitation.

## ARTICLE 7

### HEALTH AND WELFARE BENEFITS

- 7.1 The District shall provide medical, dental, life insurance, vision care, income protection, and paid prescription insurance benefits for each unit member who has a regular assignment of twenty (20) or more hours per week.
- 7.2 Commencing with the 2008 Benefit Year, unit members shall have the option to receive health and welfare benefits by enrolling in the VEBA PacifiCare HMO/Value10 \$10/\$5, VEBA Kaiser HMO \$5/\$5, or PacifiCare Point-of-Service plans, all of which provide dependent medical coverage.
- 7.2.1 A unit member who elects coverage under the Point-of-Service medical plan shall be responsible, and shall pay, via monthly payroll deduction, any additional premium cost over and above the cost of the most expensive HMO coverage at a given benefit level (employee only, employee plus one, or employee plus family) for that benefit year.
- 7.3 Health and welfare benefits will be maintained at the same level of coverage as provided currently. This Article shall not be subject to reopeners during the 2007-2008 and 2008-2009 school years; however, in the event current plan offerings are modified, or premium tier levels are altered during the term of this Agreement, the parties agree to reopen negotiations on successor language.
- 7.4 The parties agree that the following changes to the health benefits plans will be implemented as soon as possible after ratification by the parties:
- The VEBA Kaiser plan will be changed from a \$0 co-pay plan to a \$5 co-pay plan; and
  - The Aetna HMO plan will be changed from the VEBA Aetna "HMO 5" plan to the VEBA Aetna "HMO 10" plan.
- 7.5 Right to Continue Coverage Under COBRA
- 7.5.1 Public Law 99-272, Title X, requires Alpine Union School District to sponsor group health plans offering employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the Plan would otherwise end.
- 7.5.2 If you are an employee of the Alpine Union School District covered by medical, vision and dental coverage, you have a right to choose this continuation coverage if

you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

7.5.3 If you are the spouse of an employee covered by medical or dental coverage, you have the right to choose continuation coverage for yourself if you lose group health coverage under these group plans for any of the following four reasons:

7.5.3.1 The death of your spouse;

7.5.3.2 A termination of your spouse's employment (for reasons other than gross misconduct) or reduction in your spouse's hours of employment;

7.5.3.3 Divorce or legal separation from your spouse; or

7.5.3.4 Your spouse becomes eligible for Medicare.

7.5.4 In the case of a dependent child of an employee covered by medical or dental coverage, he or she has the right to continuation coverage if group health coverage under these group plans is lost for any of the following five reasons:

7.5.4.1 The death of a parent;

7.5.4.2 The termination of a parent's employment (for reasons other than gross misconduct) or reduction in a parent's hours of employment with Alpine Union School District);

7.5.4.3 Parent's divorce or legal separation;

7.5.4.4 A parent becomes eligible for Medicare; or

7.5.4.5 The dependent ceases to be a "dependent child" under the group health plans.

7.5.5 Under the law, the employee or a family member has the responsibility to inform the Assistant Superintendent - Educational Services/Human Resources of the Alpine Union School District in writing of a divorce, legal separation, or a child losing dependent status under the group health plan. Alpine Union School District has the responsibility to notify the Assistant Superintendent - Educational Services/Human Resources of the employee's death, termination of employment or reduction in hours, or Medicare eligibility.

7.5.6 When the Assistant Superintendent - Educational Services/Human Resources is notified that one of these events has happened, the Assistant Superintendent - Educational Services/Human Resources will in turn notify you that you have the

right to choose continuation coverage. Under the law, you have at least sixty (60) days from the date you would lose coverage because of one of the events described above to inform the Assistant Superintendent - Educational Services/Human Resources that you want continuation coverage.

7.5.7 If you do not choose continuation coverage, your group health insurance coverage will end.

7.5.8 If you choose continuation coverage, Alpine Union School District is required to give you coverage which, as of the time coverage is provided, is identical to the coverage provided under the Plan to similarly situated employees or family members. The law requires that you be afforded the opportunity to maintain continuation coverage for three years unless you lost group health coverage because of a termination of employment or reduction in hours. In these cases, the required continuation coverage period is eighteen (18) months. However, the law also provides that your continuation coverage may be cut short for any of the following five reasons:

7.5.8.1 Alpine Union School District no longer provides group health coverage to any of their employees;

7.5.8.2 The premium for your continuation coverage is not paid;

7.5.8.3 You become an employee covered under another group health plan;

7.5.8.4 You become eligible for Medicare;

7.5.8.5 You were divorced from a covered employee and subsequently remarry and are covered under your new spouse's group health plan.

7.5.9 You do not have to show that you are insurable to choose continuation coverage. However, under the law, you may have to pay all or part of the premium for your continuation coverage. (The law also says that, at the end of the eighteen (18) month or three (3) year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under your group health plan.)

## 7.6 Early Retirement Incentive

7.6.1 Subject to the conditions stated hereinafter, the District will pay the medical insurance premium benefits provided for hereinabove for any unit member who retires from District service after ten (10) full-time years of service to the District.

- 7.6.2 The benefits provided for by Section 7.6.1 shall be in effect for a maximum of ten (10) years.
- 7.6.3 No unit member retiree shall be eligible to apply for the above benefits until he has reached the age of fifty-five (55) years.
- 7.6.4 Subject to the rules and regulations of the District's medical insurance carrier, a unit member retiree eligible for benefits under Section 7.6.1 may continue to enroll in dependent medical coverage at his own expense.
- 7.6.5 All prospective unit member retirees should contact the District Office for information regarding benefits provided under Section 7.6.1 at least six (6) months prior to their anticipated date of retirement.
- 7.6.6 The benefits provided under Section 7.6.1 shall expire when the unit member becomes sixty-five (65) years of age.







## ARTICLE 8

### LEAVES

#### 8.0 General Provisions

##### 8.0.1 Definitions

Members of the immediate family, as used in this Article, means the spouse, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, stepchildren, brother, sister, brother-in-law, sister-in-law, step grandchildren of the unit member, or any person living in the immediate household of the unit member.

##### 8.0.2 Placement

Unit members who return from a leave of a year or less do not vacate their positions; they may be temporarily replaced by temporary contract teachers or long term substitutes as appropriate. Unit members who return from a leave of more than one year may apply for any vacancy in the district and shall be given the same consideration as other unit members.

#### 8.1 Sick Leave

8.1.1 Full time members of the unit are entitled to ten (10) days sick leave each school year commencing on the first day of employment. Members of the unit employed less than five (5) days per week are entitled to ten (10) days divided by five (5) days and multiplied by the number of days worked per week each school year. Members of the unit who work five (5) days per week but for less than a maximum day are entitled to ten (10) days sick leave each school year consistent with the length of day worked.

8.1.2 The Board shall provide for a compensated leave from duty to any unit member who is compelled to be absent from duty because of accident, illness, or quarantine to himself/herself or to a member of the unit member's immediate family.

8.1.3 Subject to this Agreement, the Board reserves the right to specify the:

8.1.3.1 Manner of verifying the legitimacy of leave taken; and

8.1.3.2 Records maintained of sick leave.

- 8.1.4 Should a member of the unit be transferred from a day of less than maximum to one of greater (or maximum) time, said employee's accumulated sick leave days shall be reduced in direct proportion to the ratio of time previously worked per day to time presently worked per day.
- 8.1.5 Any member of the unit who is absent from duty on account of illness or accident for more than his/her sick leave entitlement and for up to one hundred ten (110) days total shall receive the difference between his/her regular salary and that actually paid or that which would have been paid to a substitute.
- 8.1.6 Members of the unit absent more than four (4) consecutive days or fifteen (15) days in a school year may be required to submit a physician's statement or that of a person authorized by any well-organized church or denomination to treat people stating the reason for the absence. The District need not assume that a unit member's statement establishes disability conclusively but may require a review and/or examination by a physician selected by the District or a practitioner of the unit member's faith selected by the District. The cost of such review examination shall be borne by the District.
- 8.1.7 A sick leave absence shall commence when the member of the unit or agent of the member of the unit calls in to report the absence. A sick leave day once commenced may not be reinstated as a working day without the approval of the Principal.
- 8.1.8 Sick leave may not be used when members of the unit are engaged in a concerted work stoppage unless the unit member was legitimately absent the preceding day and provides such certification as may be required by the Superintendent.
- 8.1.9 The personnel records of the District shall show the attendance of each member of the unit and such days as that unit member has been absent for reasons of illness, accident, or other cause. A record shall be maintained of the unused sick leave days accumulated by each unit member. On or about June 15, the Board will provide each unit member with a written statement of the unit member's accrued sick leave total and the sick leave entitlement for the current school year. Misuse of sick leave shall be considered a serious infraction of Board policy and this Agreement. Misuse of sick leave shall be considered grounds for discipline including dismissal from employment.

## 8.2 Personal Leave

A unit member may be granted two (2) days per school year of paid leave for any purposes deemed necessary by the unit member. The Board shall provide for a unit member's absence for personal reasons while charging such absence to accumulated sick leave benefits.

## 8.3 Leaves for Absences for Industrial Accident and Illness

8.3.1 Industrial accident or illness leave of absence of up to sixty (60) days shall be granted to a member of the unit after service of twelve (12) months in the District.

8.3.2 Allowable leave shall not be accumulative from year to year.

8.3.3 Industrial accident or illness leave will commence on the first day of absence.

8.3.4 Payment of wages lost on any day shall not, when added to an award granted the unit member under workers compensation laws for the State, exceed the normal wages for the day.

8.3.5 Industrial accident will be reduced by one day for each day of unauthorized absence regardless of a compensation award made pursuant to workers compensation proceedings.

8.3.6 When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.

8.3.7 When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to other sick leave may be used. A member of the unit shall be entitled to use that amount of other available sick leave which, when added to the workers compensation award, provides for a full day's wage or salary.

8.3.8 During all paid leaves of absence, members of the unit may endorse to the District the temporary disability indemnity received as a result of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants and shall deduct normal retirement or authorized contributions and the temporary disability indemnity, if any, actually paid to and retained by the unit member for periods covered by such salary warrant.

## 8.4 Bereavement Leave

8.4.1 Every member of the unit is entitled to a leave of absence up to five (5) duty days on

account of the death of any member of the immediate family. No deduction shall be made from the salary of such employee nor shall leave be deducted from leave granted by other sections of this Agreement.

8.4.2 Bereavement leave for other circumstances may be granted by the Superintendent.

8.5 Personal Necessity Leave

8.5.1 The Board shall provide for a unit member's absence for personal necessity while charging such absence to accumulated sick leave benefits.

8.5.2 The Board reserves the right to specify the manner of proof of personal necessity, the type of situations in which such leave will be permitted and the total number of sick leave days which may be used in any school year for personal necessity leave.

8.5.3 The total number of days used for personal necessity leave in any school year may not exceed ten (10) days. When possible, requests for personal necessity leave shall be made at least three (3) days in advance to the Principal and forwarded to the Superintendent or designee. The Superintendent or designee reserves the right to verify such request by any appropriate means.

8.5.4 Advance permission is not required in the following situations:

8.5.4.1 Death or serious illness of a member of the unit member's immediate family. (As defined in Section 8.0.1 herein.)

8.5.4.2 Accident involving the person or pr8.5.3 108 393.r MCID15  
person or prT0c 0./TT0a memberthe unit member's immediate family.

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8.5.5 "Personal necessity" shall be strictly limited to its common and ordinary meaning, to wit: circumstances which are truly unavoidable, beyond the control TT0c 0./TT0c member, and in the nature of urgency. Leave for personal convenience, civic, or non-emergency reasons, or circumstances cr

8.6.1 Family Care Leave. The District shall grant unpaid Family Care Leave pursuant to Government Code Section 12945.2, for situations not covered by oc 0r leave provisions TT0chis Agreement when suchave does not constitute an undue hardship upon District T0c ations, subject to the following:

8.6.1.1 An employee must have served in a regular position for not less than one (1) year in order to be eligible to take family care leave.

8.6.1.1.1 Family Care Leave may be taken in one or more periods but shall not exceed a total of four (4) months within a twenty-four (24) month period.

8.6.1.1.2 The period of leave shall not be considered a break in service and the employee shall be entitled to return to the same classification as held prior to taking Family Care Leave.

8.6.1.1.3 The District shall be authorized to require that any employee applying for, or granted, Family Care Leave provide the District such documentation as may be required to substantiate the justification for leave as a condition of granting or continuing the leave benefit.

8.6.1.1.4 Complete text of Family Care Leave Provision is available to all employees from the Assistant Superintendent - Educational Services/Human Resources upon request.

## 8.7 Maternity Leave

8.7.1 The Board shall provide leaves of absence for any unit member whose absence is required by pregnancy, miscarriage, childbirth, or recovery therefrom. Such absence may be requested and granted only in accordance with the provisions of this Agreement applicable to sick leave and uncompensated leaves.

### 8.7.2 Notice

A unit member whose pregnancy has been verified shall report her condition to her supervisor as soon thereafter as possible and indicate her plans if she intends to request a leave of absence other than that of a temporary disability (sick leave) due to pregnancy, miscarriage, childbirth, or recovery therefrom.

### 8.7.3 Certification of Fitness

A pregnant unit member shall present to her supervisor a written statement by her physician or the practitioner of a well-organized church or denomination of her physical capacity to perform the duties of her position at the time she notifies the Board of her pregnancy and before she resumes her duties following the termination

of the pregnancy.

8.7.4 Temporary Disability Leave (Sick Leave)

A pregnant certificated employee shall be granted temporary disability leave of absence for disabilities associated with pregnancy, miscarriage, childbirth, or recovery therefrom on the same basis as leave granted for any illness or injury. The unit member and her physician or practitioner shall determine, as far in advance of the anticipated date of childbirth as is feasible, the date on which her pregnancy will disable her from the performance of her duties and report that date to her supervisor in order that substitute services may be arranged and the educational program suffer the least interruption. Similarly, the unit member and her physician or practitioner shall determine and report the date on which she is likely to be physically capable of returning to her duties following the termination of her pregnancy.

8.7.5 Extended Leaves of Absence

A unit member who wishes to be absent from her position before she is disabled by pregnancy, miscarriage, childbirth, or recovery therefrom, or beyond the termination of such disability, or both, may request such leave of absence in accordance with the provisions of the Agreement applicable to uncompensated leave. Such leave shall be unpaid and may be required by the Board, if granted, to commence and terminate at times which will least disrupt the continuity of the District's educational program. Such leave may be granted for up to three (3) years per pregnancy.

8.7.6 The District shall not refuse to do any of the following because of a unit member's pregnancy:

8.7.6.1 Hire or employ; or

8.7.6.2 Select her for a training program leading to employment, reassignment, or promotion.

8.8 Paternity Leave

8.8.1 The Board shall provide for a unit member's absence for paternity leave while charging such absence to accumulated sick leave benefits.

8.8.2 The total number of days used for paternity leave in any school year may not exceed three (3).

8.8.3 When possible, the unit member shall notify the Principal or supervisor in advance

when taking such leave for the birth of a child or adoption.

8.8.4 Paternity leave shall be strictly limited to leave for the birth or adoption of a child of the employee.

8.8.5 A doctor's verification may be required.

## 8.9 Uncompensated Leave

8.9.1 The Board may consider, on an individual basis, a request by a unit member for an uncompensated leave of absence.

### 8.9.2 Purpose

8.9.2.1 Study

8.9.2.2 Travel

8.9.2.3 Work

8.9.2.4 Health

8.9.2.5 Child-rearing

8.9.2.6 Adoption of a Child

### 8.9.3 Eligibility

An employee shall have completed at least one (1) year of service with the District to be considered for uncompensated leave.

### 8.9.4 Application

Request for uncompensated leave shall be made to the Superintendent at least four (4) weeks in advance of the desired start date. Special consideration will be given to emergencies; however, generally no leave will be permitted to start at any time except the start of a semester.

### 8.9.5 Period of Leave

Except as provided by Article 8.7.5, an uncompensated leave may be granted for a period up to one (1) school year. The member of the unit may petition the Board for an extension of an uncompensated leave not to exceed an additional year.

### 8.9.6 Commitment of Unit Member

The unit member granted an uncompensated leave shall inform the Board no later than March 1 of his/her intent to return. If said notice is not received, proper action may be taken to terminate employment.

### 8.9.7 Commitment of Employer



At the expiration of the uncompensated leave, the certificated employee shall be offered a like position to that previously held. Course credit obtained during uncompensated leave may be applied toward credit on the salary schedule. While on uncompensated leave, a unit member shall be entitled to insurance benefits provided to employees of like status if s/he pays the premiums and s/he is eligible under the terms of the insurance carrier.

- 8.9.8 The Board is not required by this Section to grant requests for uncompensated leave. However, should the Board grant an uncompensated leave to a particular unit member, such action shall not obligate the Board to grant a subsequent request for uncompensated leave submitted by any other unit member. If a request for uncompensated leave is denied, the Board shall, upon request, state the reasons therefor.

8.10 Jury Duty and Judicial Appearances

- 8.10.1 Members of the unit shall be entitled to leave without loss of pay to appear in court as a witness pursuant to lawful order of the court other than as a litigant or to respond to an official order from an authorized governmental agency, or to serve as a juror. Any jury fees or witness fees received by the unit member shall be remitted to the District.

- 8.10.2 Leave granted pursuant to Sections 8.9.1 and 8.10.1 shall not be deducted from the unit member's accumulated sick leave.

- 8.10.3 If a member of the unit elects to postpone jury duty to a time when school is not in session, the District will pay the unit member the daily substitute rate of pay for the number of days served on jury duty. The unit member shall provide a copy of the original Notice for Trial Jury Service from the Office of the Jury Commissioner. At the completion of the unit member's service, the District must be provided the Attendance Certification with the daily hours worked. Payment will not be made without the Attendance Certification.

8.11 Legislative Leave

- 8.11.1 A unit member who is elected to the California State Legislature or the United States Congress shall be entitled to an unpaid leave of absence for the length of his/her term or terms in such office. The unit member on legislative leave shall notify the Board

of his/ her intended return at least four (4) weeks in advance of such date.

8.12 Religious Leave

8.12.1 A unit member shall be granted two (2) days per school year of unpaid leave for religious purposes.

8.12.2 The unit member must notify the building Principal at least one (1) week prior to taking of said leave.

8.13 Sabbatical Leave

8.13.1 The Board may grant a permanent unit member a sabbatical leave of absence for one (1) or two (2) semesters.

8.13.2 A unit member desiring sabbatical leave shall submit a written request for such leave to the Board. Such request shall indicate the requested dates of the absence and shall include an outline of the course of study during the proposed absence. The written request must show the benefit to be gained by the individual and the District in the event that the sabbatical leave is granted.

8.13.3 Request for a sabbatical leave shall be submitted to the District Superintendent no later than May 1st of the school year preceding the year of the requested leave.

8.13.4 In the event the sabbatical leave is granted, the unit member shall post a bond equal to the amount of salary to be paid during the sabbatical leave and sign a promissory agreement with the Board wherein the unit member agrees to two (2) years additional employment with the district following the expiration of the sabbatical leave. Any unit member not returning to the District to teach in accordance with the terms of the promissory agreement shall forfeit the bond posted.

8.13.5 Unit members on sabbatical leave shall receive one-half (1/2) their salary in accordance with the salary schedule in existence at the time of the leave. If the employee elects to remain a member of the district health and welfare plan, the district will pay one-half (1/2) of the premium.

8.13.6 All procedures and practices of the District relating to sabbatical leave shall be governed by applicable provisions of the California Education Code.

8.14 Special Circumstances

8.14.1 In the event that a teacher's classroom is vandalized, the teacher may request through the Principal that a substitute be provided for one (1) day to assist in preparation to

return the classroom to normal operation.

8.15 Catastrophic Illness-Event/Sick Leave Bank

8.15.1 Purpose: The purpose of the Catastrophic Illness-Event/Sick Leave Bank (Sick Leave Bank) is to create a bank of sick leave days from which participants may apply for additional sick leave days when suffering from a catastrophic event or illness.

8.15.2 Eligibility: The use of this Sick Leave Bank shall only be available to all unit members who have made a donation to the Bank within the same school year. The exception to this restriction shall be any unit member who was absent due to an approved catastrophic illness allowed under this policy at the time of the adoption of this policy.

8.15.3 When Granted: Unit members who suffer catastrophic illness which results in the unit member using all available paid leave, shall become eligible to use this Sick Leave Bank, subject to the restrictions and conditions outlined in this policy.

8.15.4 Leave Bank: The District shall establish a Sick Leave Bank to which all unit members may donate earned and unused sick leave days to the Leave Bank. This donation shall be irrevocable, and shall be accomplished by the unit member filing a "Sick Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the Sick Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave shall be a general donation, and shall not be donated to a specific unit member for his/her exclusive use.

8.15.5 Limit on Number of Days: Unit members must have a least two (2) years of service from date of hire and have at least twenty (20) days of sick leave accrued remaining after donating to the Leave Bank. Eligible unit members may donate to a maximum of one-half of their yearly accrual. Unit members must contribute a minimum of one (1) day per year to maintain eligibility. An employee who has announced his/her retirement may donate up to five (5) days to the sick leave Bank, provided the total number of days donated in that school year does not exceed ten (10). Such donation shall be made at the time the retirement/resignation becomes effective.

8.15.6 Exclusions: Workers' compensation claims and related illness leaves shall be excluded from the benefits of this policy.

- 8.15.7 Solicitation of Donations: Contributions for the Sick Leave Bank shall be donated by the last work day in August of each year. At the beginning of the donation period, the Human Resources Office shall send to each unit member a notice outlining the Sick Leave Bank program and a "Sick Leave Bank Form." All donations must be received by the Human Resources Office by the last work day in August.
- 8.15.8 Maximum Number of Days Used: The maximum number of days allowed to be utilized by one unit member for a single catastrophic event or illness shall not exceed thirty(30) days or fifty percent (50%) of the total available bank whichever is less.
- 8.15.9 Approved and Unused Days Returned to Sick Leave Bank: any days approved by the Committee that are unused by the unit member shall be returned to the Sick Leave Bank.
- 8.15.10 Part-Time Unit Members: Donations to the bank as well as days of utilization for part-time unit members shall be credited on a pro-rata basis.
- 8.15.11 One Used Day Equal to the Unit Member's Regular Pay: If a unit member uses a day from the Sick Leave Bank, pay for that day shall be the same pay the unit member would have received had the unit member worked that day.
- 8.15.12 Unit Members on this Leave Considered in Paid Status: Unit members who are granted use of Sick Leave Bank Days shall be considered in regular paid status during such use.
- 8.15.13 Coordination with Differential Pay: Leave granted under this policy shall be used before any differential pay will be paid.
- 8.15.14 Definition: "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate a unit member for an extended period of time, which incapacity requires the unit member to take time off from work for an extended period of time, because he/she has exhausted all of his/her sick leave.
- 8.15.15 Sick Leave Bank Review Committee: All unit members wishing to use the Sick Leave Bank shall submit a "Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the Human Resources Office. The request shall state the maximum number of days requested by the unit member. A Sick Leave Bank Review Committee shall be established for all unit members. The Sick Leave Bank Review Committee shall consider the request of the unit member.

The Committee may request that the unit member provide written verification of the catastrophic illness. Such verification must be prepared in writing by a licensed physician of the State of California. The Sick Leave Bank Review Committee shall consist of four standing Committee members selected by the Association. The Assistant Superintendent - Educational Services/Human Resources, shall also be a member of the Sick Leave Bank Review Committee. Approval of any request shall require a majority affirmative vote of the Committee. The decision of the Committee shall be final and binding.

**ALPINE UNION SCHOOL DISTRICT**  
**SICK LEAVE BANK DONATION FORM**  
**Certificated**

**Name of Employee Donating Sick Leave:** \_\_\_\_\_

(Please type or print clearly)

**I understand that I must have a least two (2) years of service from date of hire and have at least twenty (20) days of sick leave accrued remaining after donating to the Leave Bank. Eligible unit members may donate to a maximum of one-half of their yearly accrual. Unit members must contribute a minimum of one (1) day per year to maintain eligibility to withdraw from the Sick Leave Bank. I understand the decision of The Sick Leave Bank Review Committee is final and binding.**

**I understand that the sick leave days being donated are irrevocably given to the Sick Leave Bank, and cannot be rescinded for any reason whatsoever. A donation to the Sick Leave shall be a general donation, and shall not be donated to a specific unit member for his/her exclusive use.**

**I have read Article 8.15 attached and I would like to donate \_\_\_\_\_ days to the Sick Leave Bank.**

**Signature of Employee Making Donation \_\_\_\_\_ Date \_\_\_\_\_**  
**Human Resources Office must receive this form by the last work day in August to be eligible.**

**HUMAN RESOURCES OFFICE USE ONLY**

**☐ The Human Resources Office has received your donation request and will process as presented.**

**☐ The Human Resources Office has received your donation request and cannot process the request as presented for the following reason:**

**The Human Resources Office did process your request by donating \_\_\_\_\_ days to the Sick Leave Bank. After this donation your remaining sick leave is \_\_\_\_\_ days, \_\_\_\_\_ hours.**

**DISTRIBUTION: PAYROLL/HUMAN RESOURCES, EMPLOYEE**

**ALPINE UNION SCHOOL DISTRICT**  
**SICK LEAVE BANK WITHDRAWAL REQUEST FORM**  
**Certificated**

**Name of Employee Making Withdrawal Request** \_\_\_\_\_

(Please type or print clearly)

**Maximum Number of Days Being Requested of Leave Bank (may not exceed 30 days)**

**State reason(s) for requesting utilization of Leave Bank:(If illness or injury, please include Doctor's verification.)**

**Signature of Employee Making Request** \_\_\_\_\_

**Date** \_\_\_\_\_

**Please return this form to the Human Resources Office**

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**HUMAN RESOURCES OFFICE USE ONLY**

**Sick Leave Bank Committee Meeting Date:**

☐ **Approved for maximum days**

☐ **Disapproved**

**DISTRIBUTION: PAYROLL/ HUMAN RESOURCES, EMPLOYEE**

ARTICLE 9  
TRANSFERS AND REASSIGNMENTS

Definition

- 9.1.1 “Administrative transfer” is a transfer which is initiated and effected at the discretion of the superintendent or site administrator.
- 9.1.2 “Transfer” shall be defined as change of school sites, but within the employee's position classification.
- 9.1.3 “Voluntary Transfer” is a transfer which is initiated through a request submitted by a unit member.
- 9.1.4 “Reassignment” shall be defined as a change of one grade level to another, from one discipline area to another, from one classroom to another.
- 9.1.5 “Administrative Reassignment” shall be defined as a change of one grade level to another, from one discipline area to another, or from one classroom to another which is initiated and effected at the discretion of the superintendent or site administrator.
- 9.1.6 “Vacancy” - For the purpose of this article, a vacancy or vacant position is defined as:
  - a. Any newly-created bargaining unit position, or
  - b. Any bargaining unit position vacated by action other than leaves of absence which the district intends to fill. Unit members on leave of absence for one year or less do not vacate their positions: they may be temporarily replaced by temporary contract teachers or long-term substitutes, as appropriate, and they retain the same assignment rights as other unit members at their site.
- 9.1.7 “Seniority” - Seniority shall commence on the first day of employment as a probationary employee or upon the first day of reemployment if within thirty-six (36) months of previous employment. “Seniority” is service in the district only. Service at the site creates no particular seniority status. If an employee served one year as a temporary employee immediately prior to a year as a probationary teacher, seniority shall begin with the first day of service as a temporary employee in that year which serves as the first probationary year.

9.2 Voluntary Transfer/Reassignment



- 9.2.1 During the school year the superintendent or designee shall distribute to each certificated employee notice of all vacant positions and requirements as they occur. Prior to the end of the work year, each certificated employee shall be provided a copy of the "Request for Vacancy Notice" form. During the summer months employees who wish to be notified of vacancies shall file a "Request for Vacancy Notice" form at the District Office prior to June 30. All vacancy notices shall include all special qualifications and program requirements for the position as determined by the site administrator. The association president or designee shall be provided with a copy of any posted vacancy. The list shall contain a closing date for submitting requests for transfer/reassignment. Such lists shall be posted for at least seven (7) days and no permanent assignment to fill the vacancy shall be made until after the closing date.
- 9.2.2 Unit members who desire a change in grade and/or subject assignment or who desire to transfer or be reassigned shall submit a "Request for Reassignment" form with the Superintendent or designee and site administrator. Such statement shall include the grade and/or subject to which the unit member desires to be assigned and the school or schools to which the unit member desires to be transferred, in order of preference. A unit member's request for transfer/reassignment shall bear the signature of his/her supervisor. The supervisor's signature is only an acknowledgment of the unit member's request and does not indicate approval or denial.
- 9.2.3 A vacancy will first be posted at a school site where it occurs. A unit member at a site who requests reassignment to a position at his/her site, and who is eligible as stated in 9.2.4 and who meets the qualifications as posted and specified in 9.2.1 shall be reassigned to the vacant position.
- 9.2.4 Employees shall be considered eligible for a particular vacancy if they hold the required California credential, meet all the required qualifications of the posted vacancy notice, have a "meets or exceeds district standards" rating on the most recent evaluation, and show a willingness to comply with specific program requirements. All eligible applicants shall interview with the site administrator and designated administrators as deemed appropriate. The site administrator may involve teachers in the interview process in an advisory capacity. The site administrator shall make

the final decision. A demonstration lesson may be required if the vacant position is three grade levels below or above the grade level the employee is currently teaching.

- 9.2.5 If more than one (1) unit member has applied for the same position and all factors mentioned in Section 9.2 are equal, the unit member with the greatest District-wide seniority shall be assigned to the position.
- 9.2.6 Teaching positions that become vacant after ten (10) instructional days will be filled by one of the following methods:
- a. Fill the position with an administrative transfer in accordance with Section 9.3.
  - b. Fill the position temporarily and declare the position vacant at the end of the school year.
- 9.2.7 When a non-classroom bargaining unit position becomes vacant or a new program results in a new position, that position shall be posted and filled according to Sections 9.2.1 through 9.2.5
- 9.2.8 If a unit member's request for a voluntary transfer/reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial. The unit member may be accompanied by a representative if he/she so desires. The unit member may request and shall receive written reasons for the denial following said meeting. Administrative reassignments or denial of voluntary reassignments shall not be done in an arbitrary or capricious manner.
- 9.2.9 If a unit member is voluntarily transferred/reassigned during the school year, or if the transfer/reassignment was not initiated by written request of the unit member, he/she shall be provided a substitute for up to three days to prepare for his/her new assignment. These days may run consecutively or non-consecutively. The transferred unit member may opt for monetary compensation equal to the current hourly rate of pay up to seven (7) hours per day. Site administrator shall meet with affected unit member when notified of change to discuss release time or monetary option. (See "Suggestions for Determining Number of Days" in Article 9.4.)

### 9.3 Administrative Transfer/Reassignment

- 9.3.1 Administrative transfers/reassignments shall be based upon whether or not the

Administrative transfer/reassignment serves the best interests of the district as determined by the Superintendent. However, in making Administrative transfers/reassignments, factors set forth in Section 9.2.4 shall be considered. No Administrative transfer/ reassignment shall be punitive or disciplinary in nature.

- 9.3.2 A notice of administrative transfer/reassignment for the coming school year shall be given in writing to the unit member as soon as practical. Notice of an administrative transfer/reassignment for the current school year shall be given in writing to the unit member as soon as it is known.
- 9.3.3 No vacant positions shall be filled by means of an administrative transfer/reassignment if there is a unit member as qualified (pursuant to Section 9.2.4) requesting a voluntary transfer/reassignment to fill the vacant positions.
- 9.3.4 When administrative transfers/reassignments are necessitated by District enrollment changes and all unit members equally satisfy the criteria mentioned in Section 9.2.4 hereinabove, unit members with the least District-wide seniority shall be involuntarily transferred/ reassigned. If a unit member is administratively transferred due to enrollment and if enrollment changes, the teacher shall be allowed to transfer back to his/her previous position. The unit member shall have this right for one year from the date of the original transfer.
- 9.3.5 Upon request, a unit member who is being administratively transferred/reassigned shall be granted a meeting with the administrator who made said transfer/reassignment to discuss the reasons for the administrative transfer/reassignment. The unit member may be accompanied by a representative if he/she so desires. The unit member may request and shall receive a written statement for the reasons therefore.
- 9.3.6 If a unit member is administratively transferred/reassigned he/she shall be given up to three (3) days of substitute assistance. These days may run consecutively or non-consecutively. The transferred unit member may opt for monetary compensation equal to the current hourly rate of pay up to seven (7) hours per day. Site administrator shall meet with affected unit member when notified of change to discuss release time or monetary option. (See "Suggestions for Determining Number of Days", Article 9.4)

9.4 Suggestions for Determining Number of Days Stated in Sections 9.2.9 and 9.3.6

Options are not limited to those on this page.

One (1) Day

Combo Class to Straight

Straight to Combo

1-3 Days

Subject to Different Subject

(One day for each subject change)

Three (3) Days

Grade to Different Subject

Grade/Subject to Different Grade/Subject

(Example: Sixth grade math to Seventh grade language)

Campus to Different Campus

Classroom to Different Classroom

9.5 If a unit member is administratively transferred/reassigned pursuant to 9.3.4, such unit member shall acquire super seniority and shall not be administratively transferred or reassigned for the remainder of the current school year and the following school year.

9.6 When a reduction of staff occurs at Creekside Early Learning Center as a result of Section 9.3.4, the impacted staff shall be notified of all District vacancies existing after the reassignment process in Section 9.2.3 is complete, and shall have the right to transfer to any open position prior to the rest of the Bargaining Unit. Any Unit Member subject to a transfer under this section shall maintain all rights defined in Section 9.5.

## ARTICLE 10

### SAFETY CONDITIONS OF EMPLOYMENT

- 10.1 No person shall be required to perform any duties or work under conditions which are hazardous to their health and safety.
- 10.2 The District shall comply with the provisions of the Occupational Safety and Health Act, as amended (California Labor Code Section 6300, et. seq.) and regulations relating thereto (8 Cal. Admin. Code Section 330, et. seq.).
- 10.3 The Superintendent shall be responsible for the promulgation of safety rules for all unit members and may appoint a District safety officer to oversee the conditions of the District facilities.
- 10.4 The Board may exclude children of filthy or vicious habits, or children suffering from contagious or infectious diseases.
- 10.5 The Board may exclude from attendance of regular school class any child whose physical or mental disability is such as to cause his attendance to be inimical to the welfare of other pupils.
- 10.6 Each unit member shall have a lockable space suitable for storage of the unit member's personal belongings.
- 10.7 No unit member shall be subject to any reprisal arising as a result of reporting any condition believed to be a violation of Section 10.1.
- 10.8 Drugs and Alcohol

#### 10.8.1 Philosophy

The parties are concerned about the health and well being of bargaining unit members and are aware of the employment impact of medical and behavioral problems of employees and the procedures for overcoming them. Therefore, the parties agree to the following principles:

- 10.8.2 Alpine Teachers Association and the Alpine Union School District recognize the need to insure that the public safety is not threatened by employees unable to perform their jobs safely because they are under the influence of alcohol and/or illegal drugs during working hours. At the same time, ATA and the District recognize that the Fourth Amendment to the U.S. Constitution places strict

limitations upon searches and seizures of bodily fluids. Additionally, ATA and the District acknowledge the California Constitution further protects privacy, herein stated:

"All people are by nature free and independent and have inalienable rights. Among these are enjoying and defending life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy." (Act 1, Section 1, emphasis added.)

Based upon these understandings, ATA and Alpine Union School District agree to the following:

In this article, the following definitions apply:

- a. Workplace. All District property and any place away from the District where District students are engaged in a school related activity.
- b. Scope of employment. Any duties performed as a District employee.
- c. Reasonable suspicion. A belief based on objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of a substance so that the employee's ability to perform the functions of the job is impaired or so that the employee's ability to perform his/her job safely is impaired. Observations resulting in reasonable suspicion must be witnessed by at least two (2) supervisory personnel. Reasonable suspicion may result from actual observation of the use or ingestion of a substance by an employee. Reasonable suspicion may result from an observation of physical symptoms such as but not limited to slurred speech, red and/or watery eyes, unsteady gait, dilated pupils, sleeping on the job or the odor of drugs or alcohol.

#### 10.8.3 Drugs and Alcohol Testing

No employee shall be disciplined for use of alcohol or drugs, or requested to undergo a medical examination or other testing for alcohol or drugs, except in accordance with the following procedures:

10.8.3.1 The employer shall utilize a system of progressive discipline. Any

meetings held with the employee as a result of this article shall have two supervisory personnel present. The employee shall have CTA/ATA representation at all meetings that are part of this article unless the employee specifically states, in writing, that no representation is desired.

A claim that an employee's performance is unsatisfactory shall be considered an informal warning. Any claim that an employee's performance is unsatisfactory shall be in writing, shall be delivered to the employee within two (2) working days of the event or occurrence described therein, and shall specify by date, time, description and witness every incident of the employee's behavior relied upon in support of the claim. The warning shall be signed by all parties present at the meeting in which the warning is given, including the two supervisors, the employee and the CTA/ATA representative(s). If, at the discretion of the employee's supervisor, the employee is not able to carry out the duties assigned, the employee's supervisor may send the employee home for the remainder of that day. At the discretion of the employee, the day may be deducted from the employee's sick leave. A test may be performed at the sole discretion of the employee to determine if the employee is impaired.

If that test returns with a negative result, the informal warning shall be destroyed, and shall not be used for any disciplinary action or evaluation.

If it is determined by the employee's physician that the employee has had an unexpected or severe reaction to a legal drug, no disciplinary action shall be taken and no warning given. A claim that an employee's performance is unsatisfactory shall be considered an informal reprimand only if the employee has been presented with at least one warning for a violation of this article kind of behavior within the school year and the following school year. Any claim that an employee's performance is unsatisfactory shall be in writing, shall be delivered to the employee within two (2) working days of the event or occurrence described therein, and shall specify by date, time, description and witness every incident of the employee's behavior relied upon in support of the claim.

The informal reprimand shall be signed by all parties present at the meeting in which the reprimand is given, including the two supervisors, the employee and the CTA/ATA representative(s). If, at the discretion of the employee's supervisor, the employee is not able to carry out the duties assigned, the employee's supervisor may send the employee home for the remainder of that day. At the discretion of the employee, the day may be deducted from the employee's sick leave. A test may be performed at the sole discretion of the employee to determine if the employee is impaired. If that test returns with a negative result, the informal reprimand shall be destroyed, and shall not be used for any disciplinary action or evaluation. If it is determined by the employee's physician that the employee has had an unexpected or severe reaction to a legal drug, no disciplinary action shall be taken and no reprimand given. A claim that an employee's performance is unsatisfactory shall be considered a formal reprimand only if the employee has been presented with at least one informal reprimand for a violation of this article within the school year and the following school year. At the time of a formal reprimand, the employee shall be required to undergo testing to determine if they are impaired by drugs or alcohol.

- 10.8.3.2 No employee shall be requested/required to undergo a medical examination or other testing for alcohol or drugs, unless the employee has received at least one formal reprimand based upon reasonable suspicion observed by the employee's supervisor/superintendent and one other supervisor reasonably indicative that the employee is unfit to instruct or associate with children. An employee receiving a request to undergo a medical examination or other testing for alcohol or drugs may challenge the existence of cause for the request by filing a grievance. Any arbitration of a grievance challenging the existence of such cause shall be conducted in accordance with the procedures set forth in Article 15 of this contract. In any such arbitration, the employer shall have the burden of proving by a preponderance of credible, non-hearsay evidence



each of the facts alleged in each warning, informal reprimand and formal reprimand relied upon by the employer in support of its contention that such cause exists. The decisions of the arbitrator shall be binding on all parties involved. Failure to follow procedures listed herein constitutes invalidation of testing results, and no disciplinary action shall be taken.

10.8.3.3 If an employee is found to be illegally selling drugs or alcohol, or has large enough quantities in his/her possession to indicate possession with the intent to sell, then the district may take disciplinary action, including dismissal, even for a first offense. However, it shall be the district's responsibility to prove by a preponderance of credible, non-hearsay evidence that the employee was engaged in selling or attempting to sell drugs or alcohol illegally while on school property or while engaged in a school sponsored activity.

10.8.4 If cause exists, the employer may require the employee to provide urine samples for test analysis at a facility and with technology agreed to by the Association and the employer. The employee shall be referred to a medical doctor agreed to by the Association and the employer for a medical examination at the expense of the employer and on working time. The employee shall be provided a copy of the results of the test analysis simultaneously with delivery of the results to the doctor. If, in the sole judgment of the doctor, the results of this first test show evidence of alcohol or drug use at a level sufficient to impair fitness to instruct or associate with children, the doctor shall so report to the employee. The employee may then elect to submit to a confirmatory test at a facility and with technology agreed to by the Association and the employer at the expense of the employer and on working time. If the employee so elects, the doctor shall make no recommendation based upon the results of the first test until and unless in the sole judgment of the doctor the second test confirms the results of the first test. If the second test does not confirm the results of the first test, or is inconclusive, then the doctor shall deem the test results overall not to have established evidence of abuse of alcohol or other drugs unfitting the employee to instruct or associate with children, and shall so report the employee, the employer and the Association. In such case, no adverse action shall be taken by the employer

against the employee.

- 10.8.5 If the doctor concludes based on the examination and tests conducted pursuant to the preceding paragraph of this procedure that the employee's fitness to perform those functions customarily associated with teaching is impaired, the doctor shall describe to the employee, the employer, and the Association, in writing, any such functional impairment of the employee. No statement of medical cause or specific medical or laboratory results, except those reasonably needed by the superintendent for the administration of the district, shall be disclosed to the employer. Upon receipt of the doctor's report, the employee may elect to take a sick leave of absence for up to six (6) months to undergo a medically supervised treatment program selected by the employee and the employee's physician. If sick leave has been exhausted, then an uncompensated leave of absence shall be granted. If the employee elects the sick leave of absence or uncompensated leave of absence, the employer shall not proceed with any disciplinary action against the employee. Any such election shall be made by the employee within ten (10) days of the employee receiving, in writing, the doctor's report.
- 10.8.6 If the employee does not elect the sick leave or uncompensated leave of absence and if the employer proposes disciplinary action, the employer shall provide notice, in writing, to the employee of the proposed disciplinary action and the basis therefore, including a detailed written statement setting forth the employer's compliance with the procedures in the preceding paragraphs, within forty-five (45) days of receiving the doctor's report pursuant to paragraph 10.9.5 above.
- 10.8.7 No employee shall be disciplined for abuse of alcohol or drugs unless such abuse renders the employee unfit to instruct or associate with children as per a doctor's report. Within thirty (30) days of receiving the notice of proposed disciplinary action, the employee may challenge the existence of cause for such discipline by filing a grievance. The grievance shall be processed to final conclusion prior to imposition of any discipline. Any arbitration of a grievance challenging the existence of cause for disciplinary action shall be conducted in accordance with the procedures contained in the grievance provisions of this agreement, except that the employer must prove by a preponderance of credible non-hearsay evidence each of

the following.

10.8.7.1 That the employer has complied with all provisions of this procedure;

10.8.7.2 That the employees is unfit to instruct or associate with children due to abuse of alcohol or other drugs; and

10.8.7.3 That the proposed discipline is appropriate.

In any such arbitration, the doctor who examined the employees pursuant to this procedure may be called as a witness by either party and examined regarding his/her report, including the basis for any finding that the employee's ability to perform those functions customarily associated with teaching is impaired.

10.8.8 All employer records relating to the employee's fitness, whether or not relied upon by the employer in support of its claim of unsatisfactory performance, shall be provided to the employee and to the Association. The employer shall not disclose any such record to any other party except upon authorization in writing from the employee or when necessary to comply with mandates of the foregoing provisions.

10.8.9 The employer agrees to hold harmless, save and defend the Association and any officer, agent or employee thereof from any and all liability for damages or attorneys' fees and costs arising out of any claim against the Association or such person or persons concerning the interpretation or application of these drug testing procedures.

10.8.10 The employer and the Association intend that these provisions shall be interpreted so as to give affect to all constitutional and statutory rights of employees, and to provide employees maximum freedom from unreasonable searches and maximum privacy in their person and professional lives.

10.9 Section 10.2 of this Article shall not be subject to the grievance procedures.

## SCREENING PROCEDURES:

Screening for nine (9) drug groups shall be performed by enzyme immunoassay. Each sample is analyzed individually for each of the nine (9) drug groups. Each immunoassay is calibrated specifically for the analyzed drug.

The following cut-off levels shall be used:

Benzodiazepines	300 ng/mL
Methadone	300 ng/mL
Amphetamines	1000 ng/mL
Barbiturates	200 ng/mL
Cocaine	300 ng/mL
Methaqualone	300 ng/mL
Opiates	300 ng/mL
Phencyclidine	25 ng/mL
Cannabinoids	100 ng/mL
Ethanol (Alcohol)	0.02% ng/mL

## CONFIRMATION PROCEDURES:

All the samples screened positive by immunoassay shall be confirmed by gas chromatography/mass spectrometry (GC/MS). The confirmatory tests shall be performed for the specific drug(s) detected by the screening tests.

## DEFINITION:

Positive and negative results are defined rather than absolute. A sample reported as positive contains the indicated drug at/or above the cut-off level for that drug. A negative sample either contains no drug or contains a drug below the cut-off level.

## INTERPRETATION:

A positive result for a drug means that the individual providing the urine sample ingested the drug at some point in time prior to sample collection. (It is presumed, considering that the samples may or may not be collected under supervision, that a drug was not added to the sample bottle and/or that a "sample switch" has not occurred.) There are several parameters that a positive result cannot resolve, however;

- a) the amount of drug ingested
- b) the exact time of ingestion
- c) the frequency of ingestion

## DRUG SCREEN PANEL - NICHOLS INSTITUTE

### COMPLIANCE PANEL #12

1. Marijuana (THC)
2. Cocaine
3. Alcohol
4. Amphetamine/Methamphetamine
5. Opiates:  
Morphine, Codeine, Hydromorphone and Hydrocodone.
6. Benzodiazepines:  
Diazepam (Valium), Chlordiazepoxide (Librium), Oxazepam (Serax)  
and Flurazepam (Dalmane).

(Excluding Alcohol - Compliance Panel #11)

- \* Initial screening by EMIT
- \* Confirmation by GC/Mass Spec.
- \* Cost: \$35.00 Including Confirmation.

1. Nichols Institute  
7470 Mission Valley Road  
San Diego, California 92108  
(619) 686-3000
2. Poison Labs  
7272 Clairemont Mesa Boulevard  
San Diego, California 92111  
(619) 279-2600
3. SmithKline Beecham Clinical Laboratories  
9530 Padgett Street - Suite 101  
San Diego, California 92126  
(619) 295-2121

INFORMAL WARNING/INFORMAL REPRIMAND  
SUBSTANCE ABUSE ACTION TAKEN FORM

Alpine Union School District hereby gives \_\_\_\_\_ notice of  
employee

action being taken on \_\_\_\_\_ place  
date/time

Type of Action \_\_\_\_\_

Informal Warning \_\_\_\_\_  
date time

Informal Reprimand \_\_\_\_\_  
date time

OBSERVATIONS

Specify below the date/time/description/witness(es) of every incident of the employee's behavior relied upon in support of the claim.

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Members Present

Two supervisory personnel who have observed the employee's conduct.

supervisor/title signature \_\_\_\_\_ supervisor/title signature \_\_\_\_\_

One CTA/ATA representative \_\_\_\_\_

I decline/accept CTA/ATA representation. \_\_\_\_\_  
employee initials

employee signature \_\_\_\_\_ date \_\_\_\_\_

SUBSTANCE ABUSE DISCIPLINE FORM  
FORMAL REPRIMAND

See Article 10 - Safety Conditions of Employment - for complete text.

Alpine Union School District hereby gives \_\_\_\_\_  
employee  
notice of disciplinary action in the form of a formal reprimand being taken at

\_\_\_\_\_ on \_\_\_\_\_  
place date/time  
MEMBERS PRESENT

Two supervisory personnel who have observed the employee's conduct.

\_\_\_\_\_  
supervisor/title signature supervisor/title signature  
One CTA/ATA representative \_\_\_\_\_

I accept/decline CTA/ATA representation. \_\_\_\_\_  
employee initials

\_\_\_\_\_  
employee signature date

You are hereby notified that you are required to receive a medical examination or drug or alcohol testing.  
The lab, if testing is to be done, is to be chosen from the prearranged list approved by CTA/ATA.

\_\_\_\_\_  
name/location of lab

FORMAL REPRIMAND TESTING

\_\_\_\_\_ is hereby required to undergo medical exami-  
employee  
nation or other testing for alcohol or drugs.

\_\_\_\_\_  
supervisory person/date/time signature supervisory person/date/time signature

\_\_\_\_\_  
employee/date/time signature CTA/ATA representative/date/time signature

I accept/decline CTA/ATA representation.

\_\_\_\_\_  
employee signature date  
NOTE: An employee being required to undergo a medical examination or other testing for alcohol or drugs  
may challenge the existence of cause for the request by filing a grievance. (See Article 10)

## ACTION

If at the discretion of the employee's supervisor, the employee is not able to carry out the duties assigned, the employee's supervisor may send the employee home for the remainder of the day.

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At the discretion of the employee, the day may be deducted from the employee's sick leave.

Deduct from sick leave

\_\_\_\_\_  
employee signature/date

Do not deduct from sick leave

\_\_\_\_\_  
employee signature/date

## TESTING

Optional for employees on the "Informal Warning" or "Informal Reprimand" step

\_\_\_\_\_ I choose to have drug/alcohol testing at this time.

\_\_\_\_\_  
employee signature/date/time

\_\_\_\_\_ I decline this option.

\_\_\_\_\_  
employee signature/date/time

NOTE: If the above test returns with a negative result, this warning shall be destroyed, and shall not be used for any disciplinary action or evaluation. If it is found that the employee has had an unexpected or severe reaction to a legal drug, this warning shall be destroyed, and shall not be used for any disciplinary action or evaluation.



## ARTICLE 11

### CLASS SIZE

- 11.0 The Board agrees to the following class size limitations:
- a. K-3 - According to state guidelines in accordance with 1:20 class size legislation.
  - b. 4-5 - 1:30 per individual class.
  - c. 6-8 - 1:30 grade level average at a 6-8 school site.
- 11.1 When any individual fourth or fifth grade class size exceeds 30 students for ten (10) consecutive instructional days, the District will provide an additional three (3) hours of instructional aide time. Once the additional aide time has been provided, the teacher will then receive the next two (2) overload students to enroll in that grade level.
- 11.2 When any fourth or fifth grade class exceeds 33 students for more than ten (10) consecutive instructional days, the following options may apply:
- a. An additional three (3) hours of instructional aide time, or
  - b. Funds for use of instructional supplies at the following enrollment rate:
    - 34 = \$200 per month
    - 35 = \$400 per month
    - 36 = \$600 per month
- 11.3 No fourth or fifth grade class may exceed 36.
- 11.4 If enrollment drops in a fourth or fifth grade class where the teacher has an instructional aide for overload reasons, the next overload student/students will be placed in this class. If enrollment drops to the level of no overload students in this class, the District has the right to remove the instructional aide.
- 11.5 If individual 6th, 7th or 8th grade levels average exceed thirty (30) per class for ten (10) consecutive instructional days, the District will provide one three (3) hour instructional aide for every three (3) overload students. Calculations shall be based on individual grade levels not individual classes.
- 11.6 A maximum of three three-hour instructional aides will be provided for grades six, seven and eight as per section 11.5.
- 11.7 When any sixth, seventh or eighth grade level reaches an average of 1:30 plus 15 students,

the District shall hire an additional teacher subject to the following conditions:

- a. The District shall make every effort to employ a teacher within thirty (30) days.
- b. If enrollment falls below the formula found in 11.7, the district shall not be obligated to employ the teacher.

11.8 As used in this article, "classroom" shall not mean cafeterias, auditoriums, or other rooms not designed for classroom instruction.

11.9 K-8 Special Day Class students placed in a classroom for 50% or more of the school day without a Special Ed. support person in class will count on the class roll toward class size calculations, with verification from the principal.

11.10 The District shall make every effort to balance the size and composition of all classes.

11.11 The District shall adhere to state guidelines and regulations regarding RSP case loads. If RSP class size exceeds the state guidelines, then the remedy specified in 11.1 - 11.7 shall take effect.

## ARTICLE 12

### EVALUATION PROCEDURE

#### 1. PHILOSOPHY:

It is the shared philosophy of the A.U.S.D. and A.T.A. that the evaluation process of unit members be one that is collegial in nature, based on cooperative planning and mutual respect of evaluator and evaluatee.

#### 2. GOAL:

The goal of evaluation is to maintain and/or improve instructional techniques that directly affect the pupils' progress toward grade level learner objectives and state standards. This process is to be appraised in relation to progress of students toward district grade level learner objectives and state standards, learning environment, instructional techniques and strategies, and interpersonal relationships.

#### 3. TYPES OF EVALUATION:

There are three types of evaluation.

3.1 Standard evaluation - is to be used with all probationary unit members, unit members with less than five years of experience with Alpine Union School District and unit members identified by the evaluator as needing improvement or not meeting district standards.

3.2 Alternative evaluation - to be used with unit members who meet all of the following criteria:

- a. Approval of evaluator
- b. Completion of five (5) years of satisfactory full-time certificated experience in the Alpine Union School District
- c. Some form of recognition for work-related experience, including but not limited to the following:
  - (1) District Teacher of the Year
  - (2) Successful completion of curriculum projects
  - (3) Successful demonstration of effective instructional techniques
  - (4) Site District leadership

3.3 Project based evaluation - to be used with unit members who meet all the following requirements:

- a. Approval of evaluator
- b. Completion of five (5) years of satisfactory full-time certificated experience in the Alpine Union School District
- c. Some form of recognition for work-related experience, including but not limited to

the following:

- (1) District Teacher of the Year
- (2) Successful completion of curriculum projects
- (3) Successful demonstration of effective instructional techniques
- (4) Site District leadership

#### 4.0 EVALUATION PROCEDURES

- 4.1 The Principal and/or designee or immediate supervisor of each unit member shall be responsible for the unit member's evaluation.
- 4.2 Probationary unit members will be evaluated annually. Permanent unit members will be evaluated at least every two (2) years. Any unit member who receives a "Does Not Meet District Standards" on the final evaluation form will be evaluated the following year.
- 4.3 Evaluations shall include recommendations, if necessary, as to areas of improvement in the performance of the unit member. In the event a unit member is not performing his or her duties in a satisfactory manner, according to standards prescribed by the Board, the Superintendent or his designee shall notify the unit member in writing of such fact and describe such unsatisfactory performance. The Superintendent or his designee shall thereafter confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in such performance.
- 4.4 Information which is deemed reliable by the evaluator, other than that collected through direct classroom observation, may be included in the evaluation process. Such information shall be reduced to writing by the evaluator, dated, and discussed with the unit member.
- 4.5 Any member of the unit who receives a generally negative evaluation shall, upon request, be entitled to a subsequent observation and conference. Upon request, said observation shall be by a different administrator selected by the District. Such request must be made within seven (7) duty days following the negative evaluation and shall not affect the District's right to proceed with any dismissal or disciplinary action under California law.
- 4.6 Any unit member who receives a composite unsatisfactory evaluation shall be referred to PAR. A composite "Unsatisfactory" evaluation is defined as a rating of Does Not Meet District Standards in two of the following areas of evaluation:
  1. Progress of students toward District Grade Level Learner Objectives and State

Standards.

2. Establishment and maintenance of a suitable learning environment.
  3. Instructional techniques and strategies.
- 4.7 Both probationary and permanent unit members shall have the right to initiate a written reaction or response to the evaluation. Such response shall become a permanent attachment to the employee's personnel file. Before the last school day scheduled on the school calendar adopted by the Board for the school year in which the evaluation takes place, a meeting shall be held between a unit member and his evaluator to discuss the evaluation.
- 4.8 With the exception of alleged violations of the express procedural provisions of this article, evaluations shall not be subject to the grievance procedure.
- 4.9 Evaluation provisions and procedures are determined pursuant to Article 12 of this Agreement.
- 4.10 If materials contained in a public charge are to become part of an employee's personnel file, that employee shall be entitled to meet with his/her immediate supervisor prior to such placement and to prepare and attach a written response to such material.
- 4.11 A certificated employee's personnel file is available for review during normal business hours of the District Office. A copy of any materials contained in the personnel file shall be furnished the employee upon request.
- 4.12 Unit members will be evaluated in four (4) areas:
- a. Progress of students towards district grade level learner objectives and state standards.
  - b. Learning environment.
  - c. Instructional techniques and strategies.
  - d. Interpersonal relationships.
- 4.13 Performance shall be rated as follows:
- 1 = Meets or Exceeds District Expectations
- 2 = Needs Improvement
- 3 = Does Not Meet District Expectations

## 5.0 EVALUATION TIMELINE

By October 1 Evaluator will notify evaluatee of intent to evaluate and will provide evaluation guidelines to evaluatee.

By November 1 A preliminary conference held with evaluatee and evaluator to discuss and

agree upon the evaluation plan.

October 1 -  
January 30

Minimum of one (1) Classroom Observation will be conducted.

Each observation shall be for a full lesson and will usually last thirty (30) minutes. Unit Members may opt to be video taped. Unit members who exercise this option will be video taped at least three (3) times by another unit member and will then select one (1) video tape to be submitted to the principal in lieu of one of the classroom observations.

Classroom observations will be recorded on a standard district form and a copy of the completed observation form will be provided to the evaluatee.

A post-observation conference will be scheduled within three (3) days of the observation. If the evaluatee does not achieve a "Meets District Standards" on the final evaluation report, the "Plan for Improvement Form" will be attached to the Final Evaluation Form, completed by the evaluator and reviewed with the evaluatee.

By February 1

A minimum of one (1) Classroom Observation will be conducted for each evaluatee.

By April 30

An evaluatee who receives a "Does Not Meet District Standards" will have a minimum of three (3) observations made. Each observation shall be for a full lesson and will usually last at least thirty (30) minutes.

By May 15

Final Evaluation conference held.

## 6.0 AREAS OF EVALUATION - STANDARD EVALUATION

### 6.1 PROGRESS OF STUDENTS TOWARD DISTRICT GRADE LEVEL LEARNER OBJECTIVES AND STATE STANDARDS

At the preliminary conference, the evaluator and evaluatee will use the district grade level learner objectives and standards as a guide to discussion.

At the preliminary conference, evaluatee and evaluator will agree upon methods to be used to validate progress toward grade level learner objectives and state standards.

Evaluator and evaluatee are to note whether or not progress was made toward the attainment of grade level learner objectives. Comments at In-Progress and Final Evaluation are encouraged in all cases but must be made if evidence cannot be provided which demonstrates progress.

## 6.2 LEARNING ENVIRONMENT

The evaluation sections Learning Environment and Instructional Techniques and Strategies have standards defined under each area. These standards define the “Meets District Standards” rating.

Evaluatee demonstrates ability to:

- a. Create an atmosphere conducive to learning.

Standards:

1. Exhibits material which promotes and encourages learning.
2. Generally practices and models neatness and organization.
3. Maintains a climate of respect, fairness and courtesy to promote a feeling of positive self-worth in children.
4. Addresses learning problems and needs of children.
5. Develops and maintains consistent guidelines for student conduct.
6. Works within the framework of district policies and procedures.
7. Involves students in the planning of standards of behavior when appropriate.
8. Anticipates problems that may occur and takes steps to prevent such problems.
9. Encourages problem-solving behavior on the part of the student.
10. Enforces standards of behavior.
11. Follows a consistent schedule, allowing for flexibility.
12. Moves students so that minimal instructional time is lost.
13. Is prepared for next activity.
14. Ensures that safety procedures are followed.

- B. Inform students and parents of academic and behavioral standards.

Standards:

1. Informs parents and students of behavior standards.
  2. Behavior standards are posted in classrooms.
  3. Sets and is able to verbalize classroom standards with supervisor.
  4. Gives reasons for individual differences in behavior standards.
  5. Maintains ongoing interaction with students and parents regarding academics and behavior progress.
  6. Inform parent and students of performance level in relation to learner objectives and state standards.
- C. Organize and control classroom activities as they relate to classroom objectives.
- Standards:
1. Plans long- and short-range objectives.
  2. Develops plans and uses materials which are relevant to subject matter being presented.
  3. Establishes procedures for distribution of materials, clean-up, and dismissal as appropriate.
  4. Anticipates needs, plans and adjusts for effective activities.
- D. Diagnose and assess student needs.
- Standards:
1. Gathers diagnostic data from sources such as work samples, oral questioning, observation, group discussion, teacher-made tests, site and district approved assessments and school records to validate performance in relation to learner objectives and the state standards.
  2. Uses procedures for assessment of students after initial diagnosis is made.
  3. Requests assistance from others when appropriate for more comprehensive diagnosis.
  4. Provides appropriate remediation for “at-risk” students.
- E. Maintain student records.
- Standards:
1. Assesses students and keeps records of results in relation to the grade level learner objectives.
  2. Maintains record of performance/progress on each child in all the major



teaching areas.

3. Documents necessary information, including those who are “at risk” and at risk of being retained.
  4. Keeps accurate and complete records.
  5. Completes records on time.
- F. Display student work and materials related to current study.
- Standards:
1. Displays are relevant to current objectives and orderly in appearance.
  2. Uses a variety of display materials to motivate student interest.
  3. Displays materials which are factual and understandable.

### 6.3 INSTRUCTIONAL TECHNIQUES AND STRATEGIES

Evaluatee demonstrates:

- A. Ability to develop lessons which assist students in reaching the grade level learner objectives and grade state standards.

Standards:

1. Plans desired outcomes, both long- and short-range.
2. Selects appropriate materials and methods for students to achieve desired outcomes.
3. Plans lessons in a logical sequence.
4. Develops assignments which are relevant and appropriate to student ability level.
5. Plans lessons which are sufficiently flexible to accommodate spontaneous student needs and interest.

- B. Ability to use effective techniques and strategies.

Standards:

1. Provides opportunities for students to have success and recognition.
2. Presents information in a clear, organized, coordinated, and logical sequence.
3. Provides activities appropriate to learner's needs.
4. Uses a variety of teaching methods, addressing all the learning modalities.
5. Can provide rationale for materials and activities used.
6. Demonstrates ability to use direct instruction as evaluated on the Classroom Observation Form.
7. Provides feedback for review and practice as necessary.
8. Encourages independent thinking and decision making.

9. Gives clear and concise directions and explanations.
  10. Utilizes evaluation instruments to determine student progress.
  11. Monitors classroom activities, checking for understanding.
  12. Teaches to a specific objective.
  13. Develops appropriate objectives.
  14. Uses good questioning techniques.
- C. Knowledge of grade level learner objectives, state standards, adopted curriculum materials and subject matter.

Standards:

1. Can identify prerequisites for learning task.
2. Presents information so student can apply knowledge.
3. Can identify learning outcomes and the most critical objectives within each subject area.
4. Can present information at various levels from concrete to abstract.
5. Reviews lessons and materials before presenting information.
6. Gets needed materials or information necessary to prepare a lesson.
7. Is familiar with grade level student achievement expectancies.

#### 6.4 INTERPERSONAL RELATIONSHIPS

Three (3) interpersonal goals have been identified. At the preliminary conference, the evaluatee selects one (1) goal. The evaluator may select one (1) additional goal if appropriate. The evaluator and the evaluatee shall mutually agree upon objectives and methods to reach the identified goal(s). Mutually-agreed-upon objectives and methods will be written by the evaluatee.

The evaluatee and evaluator shall address attainment of these objectives on the In-progress Evaluation Form and the Final Evaluation Form.

Achievement of interpersonal objectives indicate that district standards are being met.

#### 7.0 ALTERNATIVE EVALUATION

- 7.1 Unit members may choose to participate in the Alternative Evaluation Process. In order to do so, unit members shall meet all of the following requirements:
- a. Approval of evaluator.

- b. Completion of five (5) years of satisfactory full-time certificated experience in the Alpine Union School District
  - c. Some form of recognition for work-related experience, including but not limited to the following:
    - (1) District Teacher of the Year
    - (2) Successful completion of curriculum projects
    - (3) Successful demonstration of effective instructional techniques
    - (4) Site or District leadership
- 7.2 Each of these unit members will meet with his/her evaluator in a preliminary conference to develop the overall program and procedures to be followed.
- 7.3 Evaluatee will complete two (2) "Alternative Evaluation Forms" and submit to evaluator by October 15.
- 7.4 Evaluatee and evaluator will meet and discuss "Alternative Evaluation Forms" no later than November 1.
- 7.5 Evaluator will complete an "Alternative Evaluation Summary Form" and meet with evaluatee to discuss no later than May 15. The completed summary form will be placed in the evaluatee's personnel file.

## 8.0 PROJECT-BASED EVALUATION

- 8.1 Unit members may apply to participate in the Project Based Evaluation. Application shall be made by October 1 and shall consist of a draft of the evaluatee's goals for the school year. In order to participate in the voluntary project based evaluation, unit members shall meet all of the following requirements:
- a. Approval of evaluator
  - b. Completion of five (5) years of satisfactory full-time certificated experience in the Alpine Union School District
  - c. Some form of recognition for work-related experience, including but not limited to the following:
    - (1) District Teacher of the Year
    - (2) Successful completion of curriculum projects
    - (3) Successful demonstration of effective instructional techniques
    - (4) Site or District leadership

- 8.2 Each unit member will meet with his/her evaluator in a preliminary conference to develop the overall program and procedures to be followed.
- 8.3 No later than November 1, participants in the Project Based Evaluation will be identified and will meet with his/her evaluator to:
- a. Develop a goal(s) to be used.
  - b. Establish the method to obtain the goals. The methods may include but are not limited to the following:
    - (1) Portfolio Assessment - The unit members will assemble a portfolio of materials to illustrate progress. Portfolio items may include a log of activities, student work, examples of assignments or curriculum, photographs, video tapes, or student evaluation of activities.
    - (2) Peer Coaching - A peer coach will be selected by the unit member and primary evaluator. The peer coach must meet the same eligibility requirements as the Project Based Evaluation Program participant. The purpose of the peer coach is to provide focus through reflective feedback on meeting a goal or goals. The peer coaching will include several meetings for preconferences, observations, modeling and discussion.
    - (3) Classroom Action Research - The unit member will outline a specific concept, instructional strategy, or learning theory to be researched and implemented in his/her work. The research project will include specific evaluation methods and documentation.
- 8.4 In-progress conferences will be held no later than January 30 and April 30. The unit member will provide a Progress Report Form at the conferences.
- 8.5 Evaluatees and evaluators will complete an end-of-year summary not later than May 15. Evaluatees will provide a Final Project-Based Report Form on the progress toward meeting the established goal or goals. The evaluator may provide a written response. The Project Based Evaluation Form shall be used to document the degree of achievement of the goals.
- 8.6 Participation in Project Based Evaluation may be terminated by either the evaluator or evaluatee, and shall be done no later than December 1. The evaluation process will then be as specified in Article 12 - Evaluation.

## STANDARD EVALUATION FORM

**TEACHER**

**Alpine Union School District**

Employee Name	1 = Meets or Exceeds District Standards 2 = Needs Improvement 3 = Does Not Meet District Standards (Unsatisfactory)
---------------	---

NOTE: An employee who receives a “Does Not Meet District Standards” on the final evaluation will be evaluated the following year.

Date	Date	Date	AREA OF EVALUATION
IC	IC	FC	<b>I. Progress of Students Toward District Grade Level Objectives and State Standards</b>
			Evaluatee can show evidence that instruction has been provided and that students are making progress toward district grade level learner objectives and state standards
			<p>Methods used to indicate student progress toward achievement of learner objectives and state standards</p> <hr/> <div> <div> <input type="checkbox"/> Teacher Planning  <input type="checkbox"/> Teacher Grade Book  <input type="checkbox"/> Student Work Samples </div> <div> <input type="checkbox"/> Teacher Observation  <input type="checkbox"/> District Assessments  <input type="checkbox"/> Other </div> <div> <input type="checkbox"/> Evaluators Observation  <input type="checkbox"/> Teacher Assessments </div> </div>

**Comments:**This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Employee Name	1 = Meets or Exceeds District Standards 2 = Needs Improvement 3 = Does Not Meet District Standards (Unsatisfactory)
---------------	---

Date	Date	Date	AREA OF EVALUATION
IC	IC	FC	<b>II. Learning Environment - Establishment and Maintenance of a Suitable Learning Environment</b> Evaluatee demonstrates ability to:
			A. create an atmosphere conducive to learning
			B. inform students and parents of academic and behavioral standards
			C. organize and control classroom activities as they relate to classroom objectives
			D. diagnose and assess student needs
			E. maintain student records
			F. display student work and materials related to current study

**Comments:**

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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## II. Learning Environment (These standards define "Meets District Standards")

---

Evaluatee demonstrates ability to:

- A. create an atmosphere conducive to learning  
Standards:
  - 1. Exhibits material which promotes and encourages learning
  - 2. Generally practices and models neatness and organization
  - 3. Maintains a climate of respect, fairness, and courtesy to promote a feeling of positive self-worth in children
  - 4. Addresses learning problems and needs of children
  - 5. Develops and maintains consistent guidelines for student conduct
  - 6. Works within the framework of district policies and procedures
  - 7. Involves students in the planning of standards of behavior when appropriate
  - 8. Anticipates problems that may occur and takes steps to prevent such problems
  - 9. Encourages problem-solving behavior on the part of the student
  - 10. Enforces standards of behavior
  - 11. Follows a consistent schedule, allowing for flexibility and maximizing "on task time"
  - 12. Moves students so that minimal instructional time is lost
  - 13. Is prepared for next activity
  - 14. Ensures that safety procedures are followed
- B. inform students and parents of academic standards and behavioral standards expected  
Standards:
  - 1. Informs parents and students of behavior standard and grade level learner objectives and state standards
  - 2. Behavior standards are posted in the classroom
  - 3. Sets and is able to verbalize classroom standards with supervisor
  - 4. Gives reasons for individual differences in behavior standards
  - 5. Maintains ongoing interaction with students and parents regarding academics and behavior progress
  - 6. Inform parent and students of performance level in relation to learner objectives and state standards
- C. organize and control classroom activities as they relate to classroom objectives  
Standards:
  - 1. Plans long and short-range objectives
  - 2. Develops plans and uses materials which are relevant to subject matter being presented
  - 3. Establishes procedures for distribution of materials, clean-up and dismissal as appropriate
  - 4. Anticipates needs, plans and adjusts for effective activities
- D. diagnose and assess student needs  
Standards:
  - 1. Gathers diagnostic data from sources such as work samples, oral questioning, observation, group discussion, teacher made tests, site and district approved assessments and school records to validate performance in relation to learner objectives and the state standards
  - 2. Uses procedures for assessment of students after initial diagnosis is made
  - 3. Requests assistance from others when appropriate for more comprehensive diagnosis
  - 4. Provides appropriate remediation for "at-risk" students
- E. maintain student records  
Standards:
  - 1. Assesses students and keeps records of results in relation to the grade level learner objectives
  - 2. Maintains record of performance/progress on each child in all the major teaching areas
  - 3. Documents necessary information, including those who are "at risk" and at risk of being retained
  - 4. Keeps accurate and complete records
  - 5. Completes records on time
- F. display student work and materials related to current study  
Standards:
  - 1. Displays are relevant to current objectives and orderly in appearance





Employee Name	1 = Meets or Exceeds District Standards 2 = Needs Improvement 3 = Does Not Meet District Standards (Unsatisfactory)
---------------	---

Date	Date	Date	AREA OF EVALUATION
			<b>III. Instructional Techniques and Strategies</b>
IC	IC	FC	Evaluatee demonstrates:
			A. ability to develop lessons which assist in student reaching the grade level learner objectives and state standards
			B. ability to use effective teaching techniques and strategies
			C. knowledge of grade level learner objectives, state standards, adopted curriculum materials and subject matter

**Comments:**

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

### III. Instructional Techniques and Strategies (These standards define "Meets District Standards")

Evaluatee demonstrates:

- A. ability to develop lessons which assist students in reaching the grade level learner objectives and grade state standards

Standards:

1. Plans desired outcomes, both long and short-range
2. Selects appropriate materials and methods for students to achieve desired outcomes
3. Plans lessons in a logical sequence
4. Develops assignments which are relevant and appropriate to student ability level
5. Plans lessons which are sufficiently flexible to accommodate spontaneous student needs and interest

- B. ability to use effective teaching techniques and strategies

Standards:

1. Provides opportunities for students to have success and recognition
2. Presents information in a clear, organized, coordinated, and logical sequence
3. Provides activities appropriate to learner's needs
4. Uses a variety of teaching methods, addressing all the learning modalities
5. Can provide rationale for materials and activities used
6. Demonstrates ability to use direct instruction as evaluated on the Classroom Observation Form
7. Provides feedback for review and practice as necessary
8. Encourages independent thinking and decision making
9. Gives clear and concise directions and explanations
10. Utilizes evaluation instruments to determine student progress
11. Monitors classroom activities, checking for understanding
12. Teaches to a specific objective
13. Develops appropriate objectives
14. Uses effective questioning techniques

- C. knowledge of grade level learner objectives, state standards, adopted curriculum materials and subject matter

Standards:

1. Can identify prerequisites for learning task
2. Presents information so student can apply knowledge
3. Can identify learning outcomes and the most critical objectives within each subject area
4. Can present information at various levels from concrete to abstract
5. Reviews lessons and materials before presenting information
6. Obtains a wide variety of materials or information necessary to prepare a lesson
7. Is familiar with grade level student achievement expectancies

Employee Name	1 = Meets or Exceeds District Standards 2 = Needs Improvement 3 = Does Not Meet District Standards (Unsatisfactory)
---------------	---

**IV. Interpersonal Relationships**  
AREA OF EVALUATION

Evaluatee selects one of the three

\_\_\_\_\_ Effectively communicate with his/her pupils and their parents/guardians

\_\_\_\_\_ Work with staff members in a professional manner

\_\_\_\_\_ Work with administrator in a professional manner

Date	Date	Date	
IC	IC	FC	<b>Comments:</b>
			1.
			2.

--	--	--	--

**STANDARD EVALUATION SUMMARY FORM**  
**TEACHER**  
 Alpine Union School District

Employee Name	Site
---------------	------

Title Subject Area or Grade Level

PC (Preliminary Conference)	_____ Evaluator	_____ Date	_____ Evaluatee	_____ Date
IC (In-Progress Conference)	_____ Evaluator	_____ Date	_____ Evaluatee	_____ Date
IC (In-Progress Conference)	_____ Evaluator	_____ Date	_____ Evaluatee	_____ Date
Final Conference	_____ Date			

**Summary of Evaluation Components**

Meets or Exceeds District Standards	Needs Improvement	Does Not Meet District Standards (Unsatisfactory)	AREAS OF EVALUATION
			1. Progress of students toward District Grade Level Learner Objectives and State Standards
			2. Establishment and maintenance of a suitable learning environment
			3. Instructional techniques and strategies
			4. Interpersonal relationships

**Composite Evaluation**

☐ Meets or exceeds District Standards
 ☐ Needs improvement
 ☐ Does not meet District Standards (Unsatisfactory)

**Comments by Evaluator**

**Comments by Evaluatee**

Evaluatee may also attach additional written response. If additional comments are attached, check here. ☐

valuator	Evaluatee	Superintendent
Signature	I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.	Signature
Title	Signature	Date

Date	Date	
------	------	--

**STANDARD EVALUATION SUMMARY FORM**  
**CERTIFICATED NON-CLASSROOM**  
 Alpine Union School District

Employee Name _____	Site _____
---------------------	------------

Title Subject Area or Grade Level \_\_\_\_\_

PC (Preliminary Conference)

Evaluator	Date	Evaluatee	Date
-----------	------	-----------	------

IC (In-Progress Conference)

Evaluator	Date	Evaluatee	Date
-----------	------	-----------	------

IC (In-Progress Conference)

Evaluator	Date	Evaluatee	Date
-----------	------	-----------	------

Final Conference

Date

**Summary of Evaluation Components**

Meets or Exceeds District Standards	Needs Improvement	Does Not Meet District Standards (Unsatisfactory)	AREAS OF EVALUATION
			1. Progress of students toward District Grade Level Learner Objectives and State Standards
			2. Establishment and maintenance of a suitable learning environment (as appropriate based on job description)
			3. Instructional techniques and strategies (as appropriate based on job description)
			4. Interpersonal relationships (as based on job description)
			5. Successfully completes requirements of job description

**Composite Evaluation**

☐ Meets or exceeds District Standards     
 ☐ Needs improvement     
 ☐ Does not meet District Standards (Unsatisfactory)

**Comments by Evaluator**

**Comments by Evaluatee**

Evaluatee may also attach additional written response. If additional comments are attached, check here. ☐

Evaluator	Evaluatee	Superintendent
Signature	I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.	Signature
Title		Date
Date		





# **ALPINE UNION SCHOOL DISTRICT STANDARD CLASSROOM OBSERVATION FORM**

Name	
Date	Time
Subject/Lesson	Grade

**Principal's Comments:**

**Teacher's Comments:**

	Meets or Exceeds District Standards	Needs Improvement	Does Not Meet District Standards (Unsatisfactory)
1. Progress of Student Achievement			
2. Learning Environment			
3. Instructional Techniques and Strategies			
4. Interpersonal Relationships			

Teacher's Signature \_\_\_\_\_

Principal's Signature \_\_\_\_\_

## **Class Environment**

Was the classroom environment attractive?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did the students seem to know what was expected of them in terms of behavior?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did the teacher provide an appropriate learning atmosphere?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Were all materials and equipment necessary for the class session in place and ready for use?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Was time used effectively while taking attendance and/or record keeping?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

## **Anticipatory Set**

Was the learning objective clearly stated to students?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Were students shown how this lesson related to previous lesson(s)?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

## **Teaching**

Did the teacher provide an adequate explanation of the lesson before students were expected to put it into practice?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
What strategies did the teacher use to teach the lesson? <input type="checkbox"/> Lecture <input type="checkbox"/> Group Discussion <input type="checkbox"/> Student Input <input type="checkbox"/> Inquiry (questions) <input type="checkbox"/> Variety of learning modalities <input type="checkbox"/> Other <input type="checkbox"/> Included application of the lesson in the student's lives	
Did the teacher check regularly to make sure that all students understood the lesson?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

## **Guided Practice**

Did the teacher provide a step-by-step model of the guided practice?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did the teacher monitor each student's practice of the lesson?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Did the teacher reteach the learning objective when and where necessary?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

## **Closure**

Did the teacher end the lesson by having students identify the learning objective?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
--	---

## **Independent Practice and Extension of Learning**

Did the teacher assign homework/seatwork based on the day's lesson?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
---	---

## **Motivation**

During the class session, did the teacher use any of the following forms of motivation? <input type="checkbox"/> Increasing/decreasing anxiety <input type="checkbox"/> Maintaining friendly atmosphere <input type="checkbox"/> Giving students knowledge of their results <input type="checkbox"/> Adding notes of interest <input type="checkbox"/> Allowing students moments of success <input type="checkbox"/> Granting rewards	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
--	---



# Alpine Union School District WALK-THROUGH OBSERVATION FORM

Teacher \_\_\_\_\_

**Subject** \_\_\_\_\_

**Date** \_\_\_\_\_

Time \_\_\_\_\_

## Teacher

- ☐ Presenting a lesson to a total group
- ☐ Working with small groups of students
- ☐ Working with individual students
- ☐ Reading to students
- ☐ Assessing student understanding (observation, question, evaluation activity)
- ☐ Demonstrating \_\_\_\_\_
- ☐ Leading a class discussion
- ☐ Monitoring students
- ☐ Listening with students to \_\_\_\_\_
- ☐ Other \_\_\_\_\_

## Students

- ☐ Involved in small group (partners) centers, cooperative groups
- ☐ Involved in total group activity
- ☐ All students working independently on similar activity
- ☐ All students working independently on a variety of activities
- ☐ Peer teaching/sharing
- ☐ Presenting to class
- ☐ Discussing
- ☐ Listening
- ☐ Well-behaved
- ☐ Motivated/involved
- ☐ On-task
- ☐ Other \_\_\_\_\_

### Materials Used by Students

- ☐ Trade books/magazines
- ☐ Textbook
- ☐ Hands-on materials
- ☐ Paper, pencils, crayons, etc.
- ☐ Worksheets
- ☐ Maps/charts
- ☐ Tapes
- ☐ Chalkboards/whiteboards
- ☐ Other \_\_\_\_\_

## Learning Environment

- ☐ Bulletin boards current/related to theme of study
- ☐ Student work displayed
- ☐ Neat/orderly/safe
- ☐ Behavior standards well established
- ☐ Orderly distribution of materials

### Present in Class

- ☐ Teacher
 ☐ Instructional Aide  
☐ RSP/LSH
 ☐ Parent Volunteer  
☐ Peer Tutor(s)
 ☐ Rolling Reader

## Comments

[illegible]

One copy to teacher only

**ALTERNATIVE EVALUATION FORM**  
Alpine Union School District

Page \_\_\_\_ of \_\_\_\_

**Instructions:** Use separate form for each objective (minimum of two). Evaluatee completes parts A, B, and C and forwards to evaluator. After review, evaluator signs and returns one copy to evaluatee. Prior to final evaluation conference, evaluatee completes part D for each objective. Evaluator and evaluatee review and sign worksheets when Alternative Evaluation Form is completed.

Name	Site
------	------

**A. Objective**

**B. Assessment Techniques**

**C. Support Requirements** (constraints)

**D. Degree of Achievement**

Evaluatee

Evaluator

Parts A, B, and C		Part D	
Evaluatee's Signature	Date	Evaluator's Signature	Date
Evaluatee's Signature	Date	Evaluator's Signature	Date

--	--

**ALTERNATIVE EVALUATION SUMMARY FORM**  
**TEACHER**  
Alpine Union School District

Employee Name	Site
Title Subject Area or Grade Level	Due Date

**Summary of Evaluation Components**

Meets or Exceeds District Standards	Needs Improvement	Does Not Meet District Standards (Unsatisfactory)	AREAS OF EVALUATION
			1. Progress of students toward District Grade Level Learner Objectives and State Standards.
			2. Establishment and maintenance of a suitable learning environment.
			3. Instructional techniques and strategies.
			4. Achievement of stated objectives.

**Composite Evaluation**

☐ Meets or exceeds District Standards      ☐ Needs improvement      ☐ Does not meet District Standards (Unsatisfactory)

**Comments by Evaluator**

**Comments by Evaluatee**

Evaluatee may also attach additional written response. If additional comments are attached, check here. ☐

Evaluator	Evaluatee	Superintendent
Signature	I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.	Signature
Title	Signature	Date
Date	Date	

**ALTERNATIVE EVALUATION SUMMARY FORM**  
**TEACHER**  
Alpine Union School District

Employee Name	Site
Title Subject Area or Grade Level	Due Date

**Summary of Evaluation Components**

Meets or Exceeds District Standards	Needs Improvement	Does Not Meet District Standards (Unsatisfactory)	AREAS OF EVALUATION
			1. Progress of students toward District Grade Level Learner Objectives and State Standards.
			2. Establishment and maintenance of a suitable learning environment.
			3. Instructional techniques and strategies.
			4. Achievement of stated objectives.

**Composite Evaluation**

☐ Meets or exceeds District Standards      ☐ Needs improvement      ☐ Does not meet District Standards (Unsatisfactory)

**Comments by Evaluator**

**Comments by Evaluatee**

Evaluatee may also attach additional written response. If additional comments are attached, check here. ☐

Evaluator	Evaluatee	Superintendent
Signature	I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.	Signature
Title	Signature	

Date	Date	Date
------	------	------



**ALPINE UNION SCHOOL DISTRICT  
PROJECT BASED ALTERNATIVE EVALUATION FORM**

Evaluatee \_\_\_\_\_ Location \_\_\_\_\_ Assignment \_\_\_\_\_

<b>GOAL(S)</b>
<div>1.</div> <div>2.</div> <div>3.</div> <div>(Attach any additional goals)</div>
<b>ACTIVITIES</b>
<div>1.</div> <div>2.</div> <div>3.</div>
<b>METHOD OF EVALUATION</b>
<div>1.</div> <div>2.</div> <div>3.</div>
<b>PROGRESS SUMMARY</b>
<div>1.</div> <div>2.</div> <div>3.</div>
Support requirements and specific constraints relative to the achievement of the above goals: (Include situations or conditions unique to the class or assignment.)

Pre-conference

\_\_\_\_\_  
Evaluatee's Signature                      Date

\_\_\_\_\_  
Evaluator's Signature                      Date

Summary Evaluation Conference

\_\_\_\_\_  
Evaluatee's Signature                      Date

\_\_\_\_\_  
Evaluator's Signature                      Date

☐ Check if additional pages attached. Such pages should be dated and signed as above.

**ALPINE UNION SCHOOL DISTRICT  
PROJECT BASED ALTERNATIVE EVALUATION FORM**

Evaluatee \_\_\_\_\_

Location \_\_\_\_\_

Assignment \_\_\_\_\_

<b>GOAL(S)</b>
1.  2.  3.  (Attach any additional goals)
<b>ACTIVITIES</b>
1.  2.  3.
<b>METHOD OF EVALUATION</b>
1.  2.  3.
<b>PROGRESS SUMMARY</b>
1.  2.  3.
Support requirements and specific constraints relative to the achievement of the above goals: (Include situations or conditions unique to the class or assignment.)

Pre-conference

\_\_\_\_\_  
Evaluatee's Signature                      Date

\_\_\_\_\_  
Evaluator's Signature                      Date

Summary Evaluation Conference

\_\_\_\_\_  
Evaluatee's Signature                      Date

\_\_\_\_\_  
Evaluator's Signature                      Date

☐ Check if additional pages attached. Such pages should be dated and signed as above.

\*\*\*\*\***PROJECT BASED ALTERNATIVE EVALUATION REPORT FORM**  
**EVALUATEE**

Check one

☐ In Progress Summary - Due by January 31, April 30, May 15

☐ Final

Name \_\_\_\_\_ Date \_\_\_\_\_

Summary of Accomplishments:

Next Steps:

**PROJECT BASED ALTERNATIVE EVALUATION REPORT FORM  
EVALUATEE**

Check one

- ☐ In Progress Summary - Due by January 31, April 30, May 15
- ☐ Final

Name \_\_\_\_\_ Date \_\_\_\_\_

Summary of Accomplishments:

Next Steps:

Attach additional pages/information as needed

**Alpine Union School District  
PLAN FOR IMPROVEMENT FORM**

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_

1. District standards not met. (List section and describe)

2. Specific assistance to be provided by the Evaluator

Evaluatee has the right to attach a response.

Copy to:	Evaluatee	Evaluatee _____	Date _____
	Evaluator		
	Personnel Office	Evaluator _____	Date _____
	(If attached to final Evaluation		

Plan for Improvement Form  
Page 2

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

School \_\_\_\_\_

1. Results of Assistance (Dated and documented)

2. Evaluatee Comments (if desired)

Evaluatee has the right to attach a response to this form.

## ARTICLE 13

### PEER ASSISTANCE AND PEER REVIEW (PAR)

13.0 The Alpine Teachers Association and the Alpine Union School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

#### 13.1 PAR Panel

- A. The PAR Panel shall consist of five members, three of whom are teachers who are chosen to serve by the Association. The District shall choose the two administrators of the PAR Panel.
- B. The PAR Panel shall establish its own meeting schedule. To meet, all members of the PAR Panel must be present. Such meetings shall take place during the regular teacher workday. Teachers who are members of the PAR Panel shall be released from their regular duties for up to three days to attend meetings, without loss of pay or benefits. Decisions of the panel shall be by consensus. If no consensus is reached, decision shall be by super-majority.
- C. Panel member may serve for three year terms. The terms may be staggered in this method:
  - 1. On his or her first term one member may serve for only one year, one member shall serve for two years, and one member shall serve for three years. All terms after the first one may be for three years.
- D. The PAR Panel shall be responsible for the following:
  - 1. Provide annual training for the PAR Panel members.
  - 2. Establishing its own rules of procedure, including the method for the selection of a Chairperson.
  - 3. Selecting the panel of Consulting Teachers.



4. Selecting and/or approving trainers and/or training providers.
  5. Providing training for Consulting Teachers prior to the Consulting Teacher's participation in the program.
  6. Sending a written notification of participation in the PAR program to the Referred Participating Teacher, the Consulting Teacher and the site principal.
  7. Making available the panel of Consulting Teachers for selection by the Participating Teacher.
  8. Adopting Rules and Procedures to effect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement will prevail.
  9. Establishing a procedure for application as a Consulting Teacher.
  10. Determining the number of Consulting Teachers in any school year, based upon participation in the PAR Program, the budget available and other relevant considerations.
  11. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board regarding the Referred Participating Teacher's progress in the PAR Program.
  12. Evaluating annually the impact of the PAR program in order to improve the program.
  13. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, PAR Panel members and Consulting Teachers may disclose such information only as necessary to administer this Article.
- E. The District agrees to indemnify and hold harmless and provide a defense to the Association and any Association-selected member of the PAR Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Association's participation in Peer Assistance and Peer Review.

### 13.2 Participating Teachers (PT)

- A. A Participating Teacher is a teacher unit member who receives assistance and

coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are three (3) categories of Participating Teachers.

1. Beginning Teacher (BT) Participants

- a. Fully credentialed 1<sup>st</sup> or 2<sup>nd</sup> year teacher
- b. Intern teachers
- c. Teachers with Emergency Permits
- d. Experienced teachers who are new to the District
- e. Beginning Teachers in a and b above must be served prior to assigning teachers in c and d to a Consulting Teacher.
- f. The PAR Program for beginning unit members will be the Beginning Teacher Support and Assessment (BTSA) Program.

2. Referred Participating Teacher

- a. A Referred Participating Teacher is a unit member teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation. Unit members retain the right to grieve the evaluation as per Article 12.
- b. A Referred Participating Teacher may select his or her Consulting Teacher from the panel of Consulting Teachers provided by the PAR Panel. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher.
- c. The Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.
- d. Results of the Participating Teacher's mandated participation in the PAR Program shall be made available as part of their evaluation.

3. Voluntary Participating Teacher (VT)

- a. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time.
  - b. Unless requested by the Volunteer Participating Teacher, information obtained by the Consulting Teacher while working with the Volunteer Participating Teacher cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
- B. The Volunteer Participating Teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.
- C. All communication between the Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the PAR Panel.

### 13.3 Consulting Teachers (CT)

- A. Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the PAR Program. 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 classroom teacher with permanent status
  - 2. Five years experience in classroom instruction
  - 3. Classroom teacher two (2) of the last five (5) years
  - 4. Demonstrates exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts
  - 5. In filling a position of Consulting Teacher, each applicant is required to

submit three references from individuals with specific knowledge of his or her expertise, as follows:

- a. A reference from a building principal or immediate supervisor.
  - b. A reference from an Association representative.
  - c. A reference from another classroom teacher.
  - d. All applications and references shall be treated with confidentiality.
- B. Consulting Teachers shall be selected by the PAR Panel and may include classroom observations by the PAR Panel.
- C. A Consulting Teacher shall be provided release time as needed. The term of the Consulting Teacher shall be one (1) year. A teacher may not be appointed to an administrative position in the District while serving as a Consulting Teacher.
- D. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions. The Consulting Teacher shall continue all rights of bargaining unit members.
- E. Consulting Teachers shall have the responsibility for no more than two (2) Participating Teachers or two (2) Voluntary Participating Teachers. Consulting teachers who are assisting Voluntary Participating Teachers may have different Voluntary Participating Teachers during the year with no more than two at a time. They are only paid \$1,000.00 per year. The Consulting Teachers shall assist Participating Teachers by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgement, will assist the Participating Teacher.
- F. The Consulting Teacher shall meet with the Referred Participating Teacher to discuss the PAR Program, to establish mutually agreed upon performance goals, develop the assistance plan and develop a process for determining successful completion of the PAR Program.
- G. The Consulting Teacher will convene a meeting, attended by the Consulting Teacher, Evaluator and the Participating Teacher for the purpose of discussing the reason for the placement of the Participating Teacher in the PAR Program.
- H. The Consulting Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and shall have both pre-observation and post-

observation conferences.

- I. The Consulting Teacher shall monitor the progress of the Referred Participating Teacher and shall provide periodic written reports to the Referred Participating Teacher for discussion and review.
  - J. A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Participating Teacher to receive his or her input and signature before it is submitted to the PAR Panel. The Participating Teacher's 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 PAR Panel. The Referred Participating Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the PAR Panel, and to be represented at this meeting by the Association representative of his or her choice.
  - K. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file, and may be used in the evaluation of the Referred Participating Teacher.
  - L. The District agrees to indemnify and provide a defense for the Consulting Teacher against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the Consulting Teacher's participation in Peer Assistance and Peer Review.
- 13.4 *Curriculum/Staff Development Specialist provides staff development in a designated curriculum area. Provides leadership role for curriculum adoption. May provide support for Referred Participating Teachers and Voluntary Participating Teachers as necessary. This position is for one year.*
- 13.5 Expenditures and Compensation
- A. Each Referred Participating Teacher shall be allocated \$1,500 for staff development, subject to PAR Panel approval. The PAR Panel, upon request of the Consulting Teacher or Participating Teacher, may allocate additional staff development funds.
  - B. Each Voluntary Participating Teacher shall be allocated \$500 for staff development subject to PAR Panel approval.

- C. Compensation shall be provided as follows:
1. Bargaining unit members serving on the PAR Panel shall be paid as follows:
    - a. \$500 for selection serving without any Participating Teachers or \$1,500 for selection and serving with Participating Teachers.
  2. Bargaining unit members serving as Consulting Teachers shall be paid as follows:
    - a. \$500 for selection and participation in training without Voluntary Participating Teacher or Referred Participating Teacher.  
An additional
      - b. \$2,000 for each Referred Participating Teacher;
      - c. \$1,000 for consulting with a Voluntary Participating Teacher(s);
      - d. \$2,500 for curriculum/staff development specialist.
  3. All compensation shall be paid in two equal sums, half by December 31, and half by June 30.
- D. Compensation is not provided for Voluntary Participating Teachers or Referred Participating Teachers participation in PAR.

## ARTICLE 14

### COMPLAINT PROCEDURES

#### 14.1 General

- 14.1.1 For purposes of these rules and procedures, "public complaint" and "complaint" include only complaints from parents, guardians, students or other citizens within the community, excluding staff members, regarding any unit member.
- 14.1.2 Copies of the rules regarding the submission and handling of all formal complaints shall be made freely available.
- 14.1.3 The District administration shall cooperate with the complainant and aid in the preparation of any formal complaint so as to quickly meet the informational requirements of these rules. The unit member may have reasonable periods of release time to meet this end.
- 14.1.4 An effort shall be made to resolve the complaint at the earliest possible stage to the mutual satisfaction of the participants.
- 14.1.5 A unit member shall have the right to respond either orally or in writing to any complaint.
- 14.1.6 A unit member may have a representative present at any meeting commencing with Step 2.
- 14.1.7 Anonymous complaints, whether written or verbal, shall not be acted upon.

#### 14.2 Procedure

With regard to any information of a derogatory nature concerning an employee received by the District from anyone other than the employee's designated evaluator(s), the District shall not place such information in the employee's personnel file or base a negative evaluation upon it unless the following procedures have been followed:

- 14.2.1 Complaints concerning school personnel will be made directly in person, by phone or in written form by the complainant to the person against whom the complaint is lodged.
- 14.2.2 If the complaint is not resolved at the first level, the complainant is required to put the complaint into writing and to direct it to the unit member's administrative

supervisor or principal. Failure of the complainant to put the complaint into written form may be considered by the District as a dropping of the complaint. The complainant must submit the writing within ninety (90) calendar days of the incident relating to the complaint or within ninety (90) calendar days of when the complainant knew or reasonably should have known of the incident (whichever is later).

- 14.2.3 The supervisor or principal, or his/her designee(s), shall notify the unit member, in writing, of said complaint.
- 14.2.4 The supervisor or principal, or his/her designee(s), shall review the complaint.
- 14.2.5 If the complaint, after review by the supervisor or administrator, or his/her designee(s), remains unresolved, the written complaint may be referred, together with the supervisor's, principal's, or designee's report and analysis of the situation, to the Superintendent or his/her designee. A written response by the unit member, if any, shall also be forwarded.
- 14.2.6 The Superintendent's decision shall be final, subject to the complainant, the unit member, or the Superintendent's right to a closed hearing before the Board on the complaint.
- 14.2.7 The Board shall, upon request, hold a hearing upon the complaint. No hearing will be held by the Board on any complaint unless and until the Board has received the Superintendent's written report concerning the complaint. The Superintendent's report shall contain, but not be limited to, the following:
  - a. The name of each unit member involved.
  - b. A brief but specific summary of the nature of the complaint and the facts surrounding it, sufficient to inform the Board and the unit member(s) as to the precise nature of the complaint and to allow the unit member(s) to prepare a defense.
  - c. True copies of the signed original of the complaint itself, together with the unit member's written response.
  - d. A summary of the action taken by the Superintendent or his/her designee in connection with the complaint, with the Superintendent's specific finding that disposition of the case at the Superintendent's level has not been possible,



and the reasons therefore.

- (1) Regardless of the provisions of paragraph d, any written complaint forwarded to the Board, whether by the District administration or otherwise, which meets the informational requirements or subparagraphs a and b, and which further contains within specific allegations of prior submission of the complaint in the same or similar form to the Superintendent and the failure or refusal of the Superintendent to effectively dispose of the complaint, shall, subject to the Board agenda requirements, be heard by the Board at its next regularly scheduled session or any other session scheduled for the purpose of such hearing.
- (2) All parties directly involved, including the school administrators, shall be requested to attend such a meeting, for purposes of presentation of all available evidence, allowing every opportunity for the explanation, and for clarifying the issue. Legal counsel may be present.

14.2.8 The decision of the Board following the hearing shall be final (and shall comply with all applicable rules and regulations of the District, contractual obligations of the District, and the laws of the State of California).

The above is intended to restrict the District from relying upon the complaint itself as the basis for negative evaluation or inclusion in the file, and is not intended to restrict the District from relying upon its own observations or knowledge obtained independently of the complaint itself.

#### 14.3 Use of the Complaint

- 14.3.1 Complaints which are expressly withdrawn or determined by the administration or the Board to be false, unfounded, or not sustained, shall neither be placed in the unit member's personnel file nor utilized in any evaluation or disciplinary action against the unit member.
- 14.3.2 If a complaint is resolved but is determined by an administrator to be worthy of notation, the complaint may be included within the personnel file and/or utilized

within any evaluation or disciplinary action against the unit member.

- 14.3.3 If the complaint is submitted at a time when it is improbable that the complaint procedure would be completed prior to the time of the unit member's final evaluation for that year, the complaint may not be included within that unit member's evaluation until such time as the complaint procedure has been completed. The Board may order inclusion of all references to the complaint in the unit member's evaluation if the complaint is found to be true or well-founded.

ARTICLE 15  
GRIEVANCE PROCEDURE

15.1 Definitions

15.1.1 "A Party in Interest" - A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

15.1.2 "Aggrieved" - The Association or a member of the unit asserting grievance on behalf of one or more unit members is referred to as the aggrieved. In the event the Association files the grievance, the grievance shall identify the unit members presenting the claim and shall set forth all applicable facts upon which the claim is based.

15.1.3 "Claim" - The assertion of a grievance by one or more members of the unit.

15.1.4 "Grievance" - A grievance is an assertion by one or more members of the unit or the Association that there has been a violation of the terms of the Agreement which personally and adversely affects the member or members of the unit filing the grievance.

15.1.5 "Representative" - A representative is a fellow employee, administrator, agent, Exclusive Representative, or legal counsel who shall represent a grievant or party in interest at his/her election.

15.2 Purpose

The purpose of a grievance procedure is to process a claim of a grievance and to secure, at the administrative level closest to the aggrieved party, solutions to problems which may, from time to time, arise concerning the interpretation of the terms of this Agreement. The parties agree that confidentiality at any level should be maintained.

15.3 Time Limits

15.3.1 No grievance shall be recognized unless it shall have been presented at the appropriate level within twenty (20) days after the aggrieved person knew or reasonably should have known of the act or condition and its aggrieved nature that form the basis of the grievance, and if not so presented, the grievance will be considered as waived.

15.3.2 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

15.3.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

15.3.4 In the event a grievance is filed at such time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by the parties so that the grievance procedure may be completed, if possible, prior to the end of the school year, or as soon thereafter as it is practicable.

#### 15.4 Procedures

##### 15.4.1 Level I - School Principal

A grievance will first be discussed with the aggrieved person's principal with the objective of resolving the matter informally. The aggrieved person may have a representative present with him or her at this informal meeting.

15.4.1.1 In the event the aggrieved person is not satisfied with the disposition of the grievance after the informal meeting, he or she may submit the claim as a formal grievance in writing to the principal. If the aggrieved person or the Association has not filed a claim within ten (10) duty days after speaking with the principal informally, the grievance will be deemed to have been waived. The principal shall within ten (10) duty days render his or her own decision and the reasons therefore, in writing, to the aggrieved person, parties in interest, and the Exclusive Representative.

##### 15.4.2 Level II - Superintendent or Designee

15.4.2.1 If the aggrieved person is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within ten (10) duty days after the presentation of the grievance in writing, the aggrieved person may forward the written grievance to the Superintendent within five (5) duty days after the decision at Level I, or fifteen (15) days after the grievance was presented, whichever is sooner.

- 15.4.2.2 Within five (5) duty days after receipt of the written grievance by the Superintendent, the Superintendent or designee shall meet with the aggrieved person and representative (if desired) in an effort to resolve the matter.
- 15.4.2.3 Within ten (10) duty days after meeting with the aggrieved, the Superintendent shall transmit a copy of the grievance and his proposed resolution of it to the Exclusive Representative. Within ten (10) duty days after receipt of a copy of the grievance and the Superintendent's proposed resolution, the Exclusive Representative will transmit to the Superintendent its written response. Such response shall indicate agreement or disagreement with the Superintendent's proposed resolution. Supporting written rationale shall accompany a position of disagreement. Within ten (10) duty days after receipt of the Exclusive Representative's response to the grievance and the Superintendent's proposed resolution, the Superintendent shall render a written decision to the employee. The Exclusive Representative and parties in interest shall receive a copy of the Superintendent's decision.

15.4.3 Level III - Mediation

- 15.4.3.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance or if no decision has occurred within five (5) duty days of such meeting or eight (8) duty days from the date of the receipt of the grievance at Level II, the grievant may request the Association to submit the grievance to mediation. The Association can then submit the grievance to mediation. The mediation step may be skipped at the mutual agreement of the District and the Association.
- 15.4.3.2 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- 15.4.3.3 The mediator, within ten (10) duty days of the request or as mutually agreed shall meet with the grievant, the Association and the District for

the purpose of resolving the grievance.

15.4.3.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association, and the District. This agreement shall be nonprecedential and shall constitute a settlement of the grievance.

15.4.3.5 In the event that the grievant, the Association and the Superintendent or her/his designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) duty days from the first meeting held by the conciliator/mediator, the Association and the District, by mutual agreement, may terminate Level III and the grievance shall proceed to Level IV.

#### 15.4.4 Level IV Binding Arbitration

15.4.4.1 If the aggrieved, with Association approval, is not satisfied with the disposition of the grievance at Level III, the aggrieved or the Association may forward a written request for binding arbitration to the State Conciliation Service (San Diego Office), with a copy to the Superintendent, within five (5) duty days of the end of Level III. The request directed to the State Conciliation Service should contain a copy of this Collective Bargaining Agreement, together with copies of all grievance(s) and the documentary answers involved.

#### 15.4.5 Selection of the Arbitrator

An arbitrator shall be selected by the following procedure:

15.4.5.1 The aggrieved or his representative and the employer's representative shall select the arbitrator from a list of five (5) names selected by the State Conciliation Service. Each party may, in turn, strike out one (1) name until only one (1) name remains acceptable to the parties. The parties will attempt to complete the process within ten (10) duty days of receiving the list.

15.4.5.2 The first option of elimination shall alternate. All grievances reaching the arbitration level shall be numbered. The odd numbered grievances will give the aggrieved first right to elimination; even numbered

grievances will give the employer first right to elimination.

15.4.6 Conduct of Hearing

15.4.6.1 The hearings shall commence at the convenience of the arbitrator, provided, however, that all sessions shall occur on normal duty days and that the first formal hearing must commence within thirty (30) duty days from the date of notification to the arbitrator of his selection, unless the parties mutually agree otherwise. If mutually agreed to by the district and the association, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

15.4.6.2 Each party shall notify the others of witnesses to be presented during the arbitration.

15.4.6.3 The hearing shall be conducted pursuant to the rules of the American Arbitration Association, except as modified in this Agreement.

15.4.7 Costs

15.4.7.1 All costs for the arbitrator, including, but not limited to per diem, travel and subsistence expenses, and the cost of any hearing room will be borne equally by the employer and the aggrieved. Where each side desires a transcript, the costs of one (1) final draft for each side shall be split equally between the parties. All other costs will be borne by the party incurring them, including, but not limited to, attorney or other fees for the representative, costs of discovery, witness subpoena fees and mileage, expert's consultation and witness fee, etc. The costs of the release-time for the grievants and other necessary district employees shall be borne by the District. Release time for witnesses employed by the District shall be limited to that time of actual testimony at this hearing plus a reasonable period before and after the giving of testimony at this hearing.

15.4.8 Powers and Limitations Upon Binding Arbitration

15.4.8.1 The arbitrator is limited to the terms of the grievance and the Collective Bargaining Agreement and shall not add to, subtract from, modify, vary, or alter the terms or conditions of this Collective Bargaining Agreement.

The arbitrator shall limit his opinion strictly to the interpretation or application of the express provisions of this Agreement, and the arbitrator shall have no authority to interpret the provisions of local, state or federal rules, regulations, statutes, guidelines, policies, or judicial precedents.

15.4.8.2 The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. It is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as she/he judges to be proper. The decision of the arbitrator shall be submitted to the Association and the District and shall be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after she/he has had an opportunity to hear the merits of the grievance.

15.4.8.3 No arbitration shall occur where another administrative, judicial or legal body, tribunal, agency, or forum exists which may or could have resolved the allegations contained within this grievance, including by way of example and not by way of limitation, the Fair Employment Commission, and a Commission on Professional Competence.

15.4.8.4 The arbitrator shall not involve himself in, consider or hear evidence concerning the reasons or causes for dismissal or suspension, except in cases involving Article 10. The arbitrator shall not involve himself in, consider, or hear evidence concerning the reasons or cause for any discipline of unit member(s) which may be outside the express provisions of this Agreement.

15.4.8.5 Any actions alleged to constitute a grievance which occurred prior to the effective date of this Collective Bargaining Agreement or which occur after the expiration date of this Collective Bargaining Agreement shall not be subject to nor within the scope of arbitration.

#### 15.4.9 Form and Time of Decision

15.4.9.1 The arbitrator shall render a written opinion and mail that opinion



directly to each party within thirty (30) duty days from the close of the record or as mutually extended by the parties. The written opinion will set forth the arbitrator's findings of fact, reasoning, and conclusions on all the questions submitted to the arbitrator, the decision of which is necessary in order to determine the interpretation or application of this Agreement's express provisions.

- 15.4.9.2 The arbitrator may, upon written application of a party to the arbitration made not later than ten (10) duty days after receipt of a copy of the award, correct the award because there was an evident miscalculation of figures or the award is imperfect in a matter of form not affecting the merits of the controversy. The party requesting correction shall mail a copy of the request to each other party, with the other party having five (5) duty days from its receipt to respond. The arbitrator shall have thirty (30) days thereafter to make such corrections, if desired.

## 15.5 General Provisions

- 15.5.1 Aggrieved individuals not under the supervision of a principal may start at Level II.
- 15.5.2 Grievances related to safety shall commence at the Superintendent's Level.
- 15.5.3 Forms for filing grievances will be prepared by the Superintendent. Copies will be available in each principal's office and in the District Office.
- 15.5.4 The Superintendent, or his designee, and the Exclusive Representative agree to make available to all parties in interest, all pertinent information not privileged under law which is relevant to the issues raised by the grievance.
- 15.5.5 A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved party within the time limit, an appeal may be taken to the next level.
- 15.5.6 Should the processing of any grievance require that a unit member or an agent of the Exclusive Representative be released from regular assignment, this person shall be released without loss of pay or benefits.
- 15.5.7 All documents, communications, or records pertaining to a grievance shall be kept in a grievance file separate from the employee's personnel file.
- 15.5.8 Any grievance not appealed to the next step of the procedure within the prescribed

time limits shall be considered settled on the basis of the answer given at the preceding step.

15.5.9 Action by a unit member to challenge or change the provisions of this Agreement or the policies of the District is not within the scope of the grievance procedure.

15.5.10 During the processing of any grievance, either party may compel the presence of District personnel necessary to full disclosure of circumstances surrounding the grievance. At steps other than arbitration, the District shall implement this provision on behalf of the Association, at the Association's request.

#### 15.6 Rights of Representation

15.6.1 A unit member may be represented at all stages of the grievance procedure by himself or, at the unit member's option, by a representative of his choice, and the unit member may change the designation of a representative at any level during the grievance process.

#### 15.7 No Reprisals

15.7.1 No reprisals of any kind will be taken by the District or by any member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

#### 15.8 Miscellaneous

15.8.1 The Association, either on its own behalf or on behalf of more than one affected unit member, may initiate a grievance.

15.8.2 If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievant shall submit such grievance in writing directly to the Superintendent and the Association with the processing of such grievance to commence at Level II.

15.8.3 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

15.8.4 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration.

15.8.5 A unit member may at any time present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is reached prior to mediation and such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance on her/his own behalf, the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

## GRIEVANCE PROCEDURES

The grievance process is designed to settle disagreements between employee and supervisor in the interpretation and implementation of the contract between Alpine Teachers Association and Alpine Union School District. Confidentiality and mutual respect between both parties are an integral part of the process and must be maintained.

### PROCEDURE

School Principal

#### **LEVEL I**

DAY ONE

1. Meet the principal or immediate supervisor and discuss the problem and attempt to resolve the grievance informally.  
--A representative may be present at the informal meeting. The representative is to be selected by the grievant.

WITHIN 10  
DUTY DAYS

2. If the problem is not resolved at the informal meeting with the principal or supervisor, a formal grievance may be filed, using the appropriate form.  
--This must be done within ten (10) duty days of the informal meeting, or the grievance will be dropped.

WITHIN 10  
DUTY DAYS

3. The principal or supervisor will, within ten (10) duty days, give his/her decision in writing.

Superintendent

#### **LEVEL II**

If you are not satisfied with the principal's/supervisor's written decision or if you have not received it within ten (10) duty days of Step 2, Level II--

WITHIN 5  
DUTY DAYS

1. Submit the written grievance to the Superintendent.

WITHIN 5  
DUTY DAYS

2. Superintendent must meet with you and ATA/CTA Rep, if desired, to try to resolve the problem.

WITHIN 10  
DUTY DAYS

3. The Superintendent will give a decision in writing to you and/or ATA/CTA representative.

WITHIN 10  
DUTY DAYS

4. ATA/CTA representative or you submit a written response to the Superintendent, stating agreement or disagreement with the Superintendent's resolution. If the grievant disagrees, a written statement is to be submitted stating such and the reasons for disagreement.

WITHIN 10  
DUTY DAYS

5. If the written response in Step 4 indicates disagreement, the Superintendent shall submit a written decision to the employee.

Mediation

**LEVEL III**

IF YOU ARE NOT SATISFIED WITH THE SUPERINTENDENT'S  
WRITTEN DECISION, THE NEXT STEP IS MEDIATION.

Binding Arbitration

**LEVEL IV**

IF MEDIATION DOES NOT RESOLVE THE ISSUES, THE NEXT STEP IS BINDING ARBITRATION.

ALPINE UNION SCHOOL DISTRICT  
GRIEVANT'S STATEMENT, LEVEL I  
IMMEDIATE SUPERVISOR

Section A.

Employee \_\_\_\_\_ Date \_\_\_\_\_  
Last Name First Middle  
School/Department Position \_\_\_\_\_

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Section B. Grievant's Statement.

(This statement shall be a clear and concise statement of the grievance, the circumstances on which the grievance is based, the persons involved, the decision rendered at the informal conference, the remedy sought, and an outline of actions taken to adjust the grievance.)

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Section C. Alleged Violation:

(Please identify area of contract - article, section or subsection violated.)

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Remedy Sought:

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Name of Employee Representative, if any: \_\_\_\_\_

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Grievant's Signature  
Grievance Procedure

ALPINE UNION SCHOOL DISTRICT

IMMEDIATE SUPERVISOR'S RESPONSE TO GRIEVANCE, LEVEL II

Section A.

To: \_\_\_\_\_ Date \_\_\_\_\_  
Name of Grievant

School/Department \_\_\_\_\_ Position \_\_\_\_\_

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Section B.

From: \_\_\_\_\_  
Immediate Supervisor Position School/Department

---

Section C.

Immediate supervisor's response to alleged contract violation as specified in grievant's statement dated:

\_\_\_\_\_

Decision rendered:

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Immediate Supervisor's Signature

ALPINE UNION SCHOOL DISTRICT

GRIEVANT'S APPEAL - LEVEL II

SUPERINTENDENT

Section A.

Grievant Last Name First Middle Date \_\_\_\_\_  
School/Department Position \_\_\_\_\_

---

Section B. Statement of Appeal.

Please state specific reason for appeal. (Add any additional information that may be helpful in resolving that grievance.)

---

Section C.

Name of Representative: \_\_\_\_\_

\_\_\_\_\_  
Appellant's Signature

Grievance Procedure  
Level II, Step 3



ALPINE UNION SCHOOL DISTRICT  
SUPERINTENDENT  
RESPONSE TO GRIEVANCE, LEVEL II

Section A.

To:

Name of Grievant

Date \_\_\_\_\_

School/Department

Position \_\_\_\_\_

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Section B.

Superintendent's response to alleged contract violation as specified in grievant's statement dated:

\_\_\_\_\_.

Decision rendered:

\_\_\_\_\_  
Superintendent's Signature

Grievance Procedure  
Level II, Step 4

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Association President

ALPINE UNION SCHOOL DISTRICT  
SUPERINTENDENT'S RESPONSE  
TO GRIEVANT'S STATEMENT OF DISAGREEMENT, LEVEL II

Section A.

Grievant				Date	_____
	Last Name	First	Middle		
School/Department				Position	_____

---

Section B. Superintendent's Response to Grievant's Statement of Disagreement to Proposed Resolution Dated  
\_\_\_\_\_

Decision Rendered:

\_\_\_\_\_  
Superintendent's Signature

## ARTICLE 16

### EFFECT OF AGREEMENT

- 16.1 All conditions of employment and general working conditions within the scope of meeting the negotiation pursuant to Government Code Section 3450 et seq. in effect in the District prior to and at the time this Agreement is signed and modified by this Agreement are null and void. This Agreement terminates and supersedes all past practices, agreements, procedures, traditions and rules or regulations concerning the new matters covered herein.
- 16.2 The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals or counterproposals with respect to any matter not reserved by policy or law from compromise through negotiations and that the understandings and agreements arrived at after the exercise of that right and opportunity are set forth herein. Except for new contract negotiations, express reopening rights, or when the Board and the Association mutually agree, during the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 16.3 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, sections or clause.
- 16.4 The unit members, management employees, and Board Members mutually agree that they will neither take, nor threaten to take, any reprisals, directly or indirectly, against any unit member, management employee, or Board member, regarding any action on the part of such persons in the official exercise of their rights and/or duties of the administration of this contract or any grievance filed hereunder, or any other lawful activity.
- 16.5 Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its stated

term, shall be controlling.

- 16.6 There shall be two (2) signed copies of this final Agreement for recordkeeping purposes. One (1) shall be retained by the District and one (1) by the Exclusive Representative.
- 16.7 Within one (1) month of ratification of this Agreement by both parties, the District agrees to print sufficient copies of the Agreement for distribution to all members of the unit. The Board and Association agree to share equally all costs of printing of the Agreement.

ARTICLE 17  
NO-STRIKE, NO LOCKOUT

- 17.1 The Exclusive Representative and the Board agree that differences between the parties hereto shall be settled by peaceful means as provided in this Agreement. During the term of this Agreement, the Exclusive Representative, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage, or any concerted refusal to perform work duties as required in this Agreement, and will undertake to exert the best efforts to discourage any such acts by any employees in the unit. During the term of this Agreement the Board in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any persons covered by this Agreement.
- 17.2 Violation of this Article by the Exclusive Representative, its agents, or by any person covered by this Agreement shall constitute just cause for discharge, or other discipline and/or penalties to be determined by the Board.

## ARTICLE 18

### CONTRACT SHARING

#### 18.1 Purpose

Shared Contract employment is to provide an opportunity for a person to work on a part-time basis. Part-time may be equivalent to a-percent of the days of service required of a full-time employee or a-percent of the hours required daily or weekly of a full-time employee.

#### 18.2 Requirements

A part-time position is to be initiated by the employee through a written notice of intent on or before May 1 of the preceding school year. The written request shall be predicated upon District staff needs as determined by the Superintendent or designee. Any person who qualifies may apply for part-time employment in Alpine Union School District. A prorated amount will be paid by the employee and the District to State Teachers' Retirement System. A contract may be shared by two (2) persons wishing part-time employment. It is the responsibility of the employee to recruit an individual on staff to participate in contract sharing. If an employee is unable to recruit an employee to share a contract, the employee may request in writing that the District consider employing a person in a part-time contract sharing position. The District shall determine if this option is acceptable and shall reserve the right to an employee of their choice to fill the shared contract position. The contract sharing proposal shall be reviewed by the Principal and subject to his/her approval. The Principal shall make a recommendation to the Superintendent or designee. The recommendation of two (2) persons wishing to share a contract will be considered by the Superintendent or designee. The District shall be responsible for the recruitment and selection of contract personnel currently not a certificated employee. A person wishing to move from part-time to full-time employment may do so if it is determined by the Superintendent or designee to be in the best interest of the District and available positions are open. The following factors shall be applicable:

- a. Credentials
- b. Successful experience
- c. Subject matter competency
- d. District affirmative action goals

Shared contracts which are currently in operation will be reviewed annually as to whether it will be continued or terminated, and a decision will be made prior to May 1.

18.3 Compensation

Salary will be on a prorated share of the salary an employee would earn had employee not elected to exercise the option of part-time employment.

18.4 Longevity Advances

Tenured employees who are on part-time assignment and who work at least fifty percent (50%) of the required working days for two (2) years will receive credit for a full step on the salary schedule. Probationary employees must work at least seventy-five percent (75%) of the number of required working days for two (2) years to receive credit for a full step on the salary schedule.

18.5 Leaves

The employee on part-time assignment will receive sick leave and personal necessity leave on a pro rata basis. Whenever possible, part-time or shared contract teachers will "trade off" days to cover absences, thus eliminating the need for a substitute.

18.6 Professional Responsibility

An employee on part-time teaching assignment will be expected to participate in professional responsibilities such as, but not limited to, the following.

- a. Parent/faculty meetings and activities.
- b. Open House/Back-to-School Night.
- c. Public school observances.
- d. Supervision of students at school-sponsored or approved activities such as field trips, athletic events, and student body activities.
- e. Extended professional meetings.
- f. Parent/teacher conferencing.
- g. Report card preparation.

18.7 Health and Welfare Benefits

18.7.1 All new shared contracts beginning for the 2003-04 school year and thereafter will receive one benefit package. The shared contract teachers will choose on an annual basis one of the following three benefit package options:

Option 1: One unit member in the shared assignment may waive his/her



health benefits package to his/her shared teaching partner. This includes the entire package, i.e., medical, dental, and vision insurance – except that both teachers will receive life insurance. The unit member waiving benefits under this option is not eligible for the “opt out” payment program. In the event of a status change of the teaching partner who waived health benefits package, defined as the death, divorce, or loss of a spouse's medical benefits, the District will provide full coverage to that unit member until the first day of the next school year.

Option 2: Both unit members may choose to be covered. The District will pay a percentage of the cost of the benefit plan option chosen by each teacher that is equal to the percentage of the teacher's assignment. The employees will pay the difference, in equal monthly installments, through payroll deductions.

Option 3: Both unit members may choose to “opt out” of the benefit plan, and will split the “opt out” payment based on their pro rata share of the contract. Bargaining unit members who waive medical coverage under Option 1 or 3 must provide proof of alternative medical coverage to the District.

18.7.2 For those bargaining unit members who worked under a shared contract during the 2002-2003 school year, benefits shall be granted in accordance with the provisions of Article 7 of the Collective Bargaining Agreement between the Board of Trustees and the Alpine Teachers Association for as long as the unit member continues to share a contract with another unit member.

#### 18.8 Hold Harmless Provisions and Related Matters

A unit member participating in the program shall execute a written statement holding the District and the Association harmless from any and all liability resulting from his/her decision to participate in the contract sharing provision.

#### 18.9 Lay-offs

In the event of teacher lay-offs, seniority for each individual participating in a shared contract will be determined as defined in Section 9.1.7. Seniority is determined by the first date of paid service in a probationary position. Full and part-time employment count

equally. If a teacher in a shared contract is laid-off, the remaining teacher retains the right to propose a new contract partner to the district in accordance with the provisions of section 18.2, Requirements, or to return to full time employment.

## WAIVER OF LIABILITY

I, \_\_\_\_\_, hereby declare as follows:

1. I have read the provisions of the Article between the Board of Trustees of the Alpine Union School District and the Alpine Teachers Association regarding contract sharing, a copy of which is attached hereto.
2. I hereby release and hold harmless the Alpine Union School District and the Alpine Teachers Association from any and all liability resulting from my decision to participate in the District's contract sharing.

I declare under penalty of perjury that the foregoing is true and correct and that this document was executed on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in Alpine, California.

\_\_\_\_\_  
Employee Signature

## ARTICLE 19

### RETIREMENT INCENTIVE PROGRAM

19.1 This article shall have the same force and effect as an express provision contained within the collective bargaining agreement between the Board of Trustees and the Alpine Teachers Association.

#### 19.2 Eligibility

- a. Eligible unit members must retire/resign from District service on or before June 30 of the current school year. A notice of retirement/resignation must be submitted to the District Office no later than three (3) months prior to the effective date of the resignation. The letter of intent to retire/resign must also state which provisions they choose from the options below.
- b. Eligible unit members must be at least fifty-five (55) years of age.
- c. Unit members must have rendered at least ten (10) years of full-time service to the District.
- d. All retirement provisions may be granted only if the district can certify that the difference between the retiree's salary and that of a replacement employee will result in a savings to the district.

#### 19.3 Compensation Incentive

A retiree selecting this plan will receive one payment in an amount equal to 35 percent of the employee's highest earnable annual salary in the Alpine Union School District, with the option of deferring a part of the payment until January of the year following retirement.

##### Compensation Incentive (Sunsets effective July 1, 2009)

A retiree selecting this plan will receive one payment in an amount equal to 35 percent of the employee's highest earnable annual salary in the Alpine Union School District, with the option of deferring a part of the payment until January of the year following retirement.

Unit members on the new longevity schedule (see Article 5.3.2) are not eligible for this incentive.

This compensation incentive is deleted in its entirety effective July 1, 2009.

19.4 Medical Insurance Options - A retiree has District paid medical insurance benefits for a maximum of ten years, ending at the age of sixty-five. Medical benefits offered are the same plan offered through the District group insurance.

19.5 Limitations

The provisions of this Article shall not apply to unit members who have previously submitted a written notice of resignation or retirement.

19.6 Hold Harmless Provisions and Related Matters

- a. The District and the Association make no representations and accept no responsibility regarding the effect of receipt of the designated sums of money upon the individual's relationship with the State Teachers Retirement System and any other retirement program.
- b. Any amounts received in accordance with the above provisions shall be subject to such deductions and tax reporting requirements as may be mandated by law.
- c. A unit member participating in the program shall execute a written statement holding the District and the Association harmless from any and all liability resulting from his/her decision to participate in the early retirement program.

## WAIVER OF LIABILITY

I, \_\_\_\_\_, do hereby declare as follows:

1. I have read the provisions of the Article between the Board of Trustees of the Alpine Union School District and the Alpine Teachers Association regarding the early retirement, a copy of which is attached hereto.
2. I hereby release and hold harmless the Alpine Union School District and the Alpine Teachers Association from any and all liability resulting from my decision to participate in the District's early retirement program.
3. I declare under penalty of perjury that the foregoing is true and correct and that this document was executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Employee Signature

I, \_\_\_\_\_, hereby declare as follows:

## ARTICLE 20

### Attendance Incentive

The Attendance Incentive Program is intended to reward regular attendance in order to improve the instructional program and reduce the cost of absenteeism. The plan incorporates incentives for Certificated employees in the District. Certificated employees with one (1) year of perfect attendance will be awarded a certificate and a cash bonus of \$500.00. Certificated employees with one (1) year of near-perfect attendance (out one (1) day only) will be awarded a certificate and a cash bonus of \$250.00.

Any active Certificated employee who earns illness leave benefits during the school year during the period July 1 through June 30 and is employed for their entire work year is eligible for the plan.

Absences from duty which will not be counted against an employee's perfect attendance record are as follows:

- a. Compensatory time.
- b. To serve as a witness in any case in which the District is involved or when employee is subpoenaed.
- c. District Business Leave (workshops and /or inservices).
- d. Release time for negotiations.
- e. Bereavement.
- f. Active military duty.
- g. Jury Duty.
- h. Leaves for Religious Holidays.

Days of personal necessity are counted against any employee's accumulated sick leave according to both state law and employee contracts. Personal Leave ("ATA" days where the two (2) days a year are deducted from sick leave) are counted against perfect attendance.

An employee who has earned the award and recognition and who separates from service after June 30 of any year shall receive the bonus check and certificate.



In June of each year, the Assistant Superintendent - Educational Services/Human Resources will prepare a list of Certificated employees having achieved perfect or near-perfect attendance. Certificated Attendance Incentive will be a Board agenda item for recognition of Certificated employees with perfect and near-perfect attendance.

## ARTICLE 21

### Summer School

#### 21.1 Compensation

- A. Effective for the 2007 summer school session, the daily rate of summer school pay will be \$133.94.
- B. Unit members teaching summer school will receive one day of accumulated sick leave.
- C. Summer School teaching staff shall receive a fifteen (15) minute duty-free break during the Summer School workday.

ARTICLE 22

TERM OF AGREEMENT

22.1 The District and ATA agree to a three-year contract, with a term from July 1, 2006 through June 30, 2009. Annual re-openers in the 2006-2007, 2007-2008 and 2008-2009 school years will be salary, health and welfare benefits, and up to three additional articles for each party.

This Agreement closes all negotiations between the District and ATA for the 2005-2006 school year.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers thereof, effective on the day and year above written.

BOARD OF TRUSTEES OF THE  
ALPINE UNION SCHOOL DISTRICT

ALPINE TEACHERS ASSOCIATION

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Mary E. Wiggins, President

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Pamela Meers, President