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February 28, 2013

Tentative Agreement Between Alameda Unified School District and Alameda Education Association

This Tentative Agreement ("TA") is entered into by and between the Alameda Unified School District ("District") and the Alameda Education Association ("AEA"), collectively "the parties," based upon the terms and conditions specified below.

Teaching Hours

The attached agreement on teaching hours replaces and supersedes Article 8 of the 2006-2009 collective bargaining agreement ("Contract") in its entirety.

Class Size

The attached agreement on class size replaces and supersedes Article 9 of the 2006-2009 collective bargaining agreement ("Contract") in its entirety.

Transfer

The attached agreement on transfer Article 10 of the 2006-2009 collective bargaining agreement ("Contract") in its entirety.

Health and Welfare Benefits

The attached agreement on health and welfare benefits replaces and supersedes Article 12 of the 2006-2009 collective bargaining agreement ("Contract") in its entirety.

Salary

The attached agreement on compensation replaces and supersedes Article 14 of the 2006-2009 collective bargaining agreement ("Contract") in its entirety.

Term of Agreement

The attached agreement on term replaces and supersedes Article 16 of the 2006-2009 collective bargaining agreement ("Contract") in its entirety.

This Agreement represents the entire agreement between the parties in settlement of 2012-2015 successor contract bargaining and completes the parties' bargaining obligations pursuant to Government Code Section 3450, *et. seq.* On or before March 30, 2013, the parties agree to revise the existing collective bargaining agreement to reflect the changes set forth in this agreement.

This Agreement is subject to ratification by both parties.

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ARTICLE 8



TEACHING HOURS

8.01 Site Time

Required site time for members of the unit shall be those hours needed to teach and supervise students; to attend faculty meetings, department meetings, student and parent conferences, Back-to-School Night and Open House; and to perform the Extra Duties defined in 8.06 below.

The Association and the District agree to create a Technology Committee to negotiate the impacts, if any of the use of new technology.

Any new requirement will be evaluated prior to its adoption and will not be implemented without negotiations if it is expected to increase required site time.

8.02 Professional Duties and Activities

- 8.02.01 Professional duties, to be performed on or off site, shall include:
 - Preparation for instruction
 - Evaluation of student work
 - The development of education plans, when appropriate.
- 8.02.02 Additional professional activities may include:
 - Special help for students
 - Curriculum and program development
 - School Improvement Plan (SIP) meetings
 - School Site Council (SSC) meetings
 - Attendance at school functions
 - Other activities, which arise in the course of the year, due to unexpected circumstances
 - Professional growth

8.03 Preparation Time

- 8.03.01 Preparation periods shall be self-directed assigned site time for teacher use and discretion for professional activities such as:
 - Preparation of lesson plans, student assignments and materials, visual aids, films, room displays, textbook evaluation and evaluation of student work.
 - Conferencing with parents, pupils, administrators, and other District employees.

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 Other duties mutually agreed upon by the teacher and the principal or immediate supervisor.

Site administrators retain the discretion to meet with teachers during their preparation time on occasion.

8.03.02 Time for preparation and planning shall be allocated as follows:

<u>Kindergarten Teachers:</u> Preparation time begins after the completion of their student day. As with other teachers receiving a daily preparation period, in-lieu time will only be granted per 8.04(a) or (b) below.

Elementary Site Teachers: Four 60-minute preparation periods per week, three of which shall be individually scheduled, and one common preparation period. A rescheduled preparation period shall be offered to any unit member losing his/her individually scheduled preparation period if the loss is due to holidays or District established staff development days. This applies to all Board adopted staff development days, regardless of the purpose for which the day is used. On other occasions, when an individually scheduled preparation period is missed due to District scheduling, in-lieu time shall be granted. A teacher shall not receive monetary compensation for a missed preparation period that falls on a holiday. Fourth and fifth grade classroom teachers shall receive one additional in-lieu day per trimester.

Middle School teachers (6-8): 5 periods per week within the student day.

Secondary teachers (9-12): 5 periods per week within the student day.

A period refers to a student period.

For any exceptions to preparation time and/or scheduling, a waiver request must be submitted to the Association.

8.04 <u>In-Lieu Time</u>

An employee may use accumulated "in-lieu time" for professional purposes.

- a. In-lieu time is cumulative when an employee during a preparation period supervises another employee's class for one period as assigned by the administrator. The assignment shall be presented to the employee in writing.
- b. In-lieu time shall be granted when a teacher takes additional students into his/her classroom because of the absence of another teacher. In-lieu time

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shall be credited when the additional students, plus the regular enrollment of that class, exceeds class maximum as stated in the contract.

- c. In-lieu time will be credited based on one day for each five (5) periods of 60 minutes, or fraction thereof, for the elementary school, six (6) periods for the middle school and five (5) periods for the high school.
- d. In-lieu time will be cumulative and used by the end of the school year.
- e. When an employee submits signed in-lieu forms equivalent to one work day, he/she shall be granted a day of in-lieu time. In-lieu time can be used by having a substitute for the day or by turning in the day for compensation, except that in-lieu time due to a missed preparation period that falls on a holiday can be used by having a substitute for the day but cannot be used for monetary compensation. The compensation shall be for the substitute rate of pay, for the day, paid to the teacher. At the end of the school year, if a full day of in-lieu time has not been accumulated, the teacher will be paid the hourly rate for the remaining compensatory hours.

8.05 Lunch Time

Every member of the bargaining unit shall be entitled to not less than a forty (40)-minute duty-free uninterrupted lunch period per day, except on rainy days or any other day with a variation in schedule when the lunch period shall be no less than thirty (30) minutes.

8.06 Extra Duties

Faculty members have the option to select, in advance, those events they would prefer to supervise.

8.06.01 Middle school and high school unit members shall select extra duties from among the following areas:

Athletic events

Dances

Plays

Graduation

High School Class Sponsor

PTA or PTSA representative

AEA representative, officer, or negotiating team member (maximum of two extra duties)

School site council

Other extra duties as needed

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All unit members shall select up to four (4) events at 3.5 hours for a total of 14.0 hours as part of their regular duties but shall be paid at the hourly rate for additional duties, except that class sponsors shall be credited with four (4) events and club sponsors shall be credited with two (2) events. Events lacking coverage will be assigned to faculty members with the fewest accumulated events.

There shall be a maximum of two (2) class sponsors per class at the high school.

The sponsoring of student clubs shall be voluntary.

8.06.02 Elementary school members shall select duties in the following areas:

PTA

SSC

DLAC

ELAC

Event supervision, such as science fairs, carnivals, concerts, etc. AEA representative, officer or negotiating team member (maximum of seven (7) hours credit)
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- 8.06.03 Extra duties shall not exceed 14.0 hours in a school year. The parties agree to meet after the 2004-05 school year to evaluate and amend this provision as may be agreed.
- 8.06.04 All extra duties and obligations shall be equitably and reasonably distributed. Such duties will be posted as assigned. Part-time members shall be expected to perform non-teaching duties as set forth in this section on a prorated basis in the same manner as full-time employees.
- 8.06.05 Traveling Employees

Unit members who are required to travel between school sites within a given day in the performance of their duties shall be assigned non-instructional duties as described above. Principals shall confer regularly to see that these duties are assigned in such manner.

8.07 <u>Faculty Meetings</u>

Unit members shall not be required to attend more than two (2) faculty meetings per month. The meetings shall be of one hour duration each except in unusual circumstances.

8.08 <u>Length of Work Year</u>

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- 8.08.01 The length of the work year for members of the unit shall be 185 days, of which 180 shall be teaching days, two (2) shall be work days, and three (3) shall be staff development days.
 - 8.08.01.01 The District shall provide the Association with two options for a 2014-2015 and 2015-2016 school calendar by March 11, 2013. The two options for each school year will be voted upon by the Association membership by April 30, 2013.
 - 8.08.01.02 For the 2013-2014 and 2014-2015 years only, unit members shall only be required to work 184 days, of which 180 shall be teaching days, two (2) shall be work days, and two (2) shall be staff development days. The previously agreed upon professional development day on August 21, 2013 shall be eliminated. Notwithstanding the reduction in work year, unit members' annual salary shall not be reduced and will reflect Appendix A-1 for 2013-2014 and Appendix A-1 for 2014- 2015.

Nothing in this section alters either party's interpretation and right to argue the meaning of sections 14.02 and 8.08.01 and related provisions of the collective bargaining agreement after the 2014-2015 work year.

8.08.02 Internal holiday arrangements within the calendar shall be mutually agreed upon by the Association and District following input from unit members and the public.

The following school calendar guidelines have been developed with the intention that the District and the Association develop the calendar in conjunction with education code provisions, parent and community needs, student testing and maximize student attendance. It is the intent that the last teacher workday will be no later than the Friday of the third full week in June and that multi year calendars are developed.

Calendar Guidelines

The following guidelines will be utilized in developing all calendars for those employees paid on the Teacher's Salary Schedule with the exception of the Alameda Science and Technology Institute and the Woodstock Child Development Center as long as the District has a 180-day student year and a 185 day work year.

Teacher Work Days

Two teacher work days occur within the work year for unit members.

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Teacher Staff Development Days

Three (3) staff development days occur within the work year for unit members.

August/September

The first Monday in September shall be observed as Labor Day.

When Labor Day falls on September 1, 2, 3, the first student day will be the Tuesday following Labor Day. When Labor Day falls on September 4, 5, 6, or 7, the first student day will be the Monday prior to Labor Day.

November

Veterans Day shall be observed as a holiday on November 11, as well as the Thanksgiving holiday, proclaimed by the President. The Friday after Thanksgiving will be observed as a local holiday.

December

The winter break will be at least 10 work days, with December 25, the Christmas holiday.

January

Martin Luther King's birthday shall be observed as a holiday on the third Monday in January.

February

President's Day shall be observed as a holiday on the third Monday and Lincoln's Day holiday shall occur on the Friday before the President's Day holiday.

March/April

Spring break will be for five (5) work days.

May

Memorial Day shall be observed as a holiday on the last Monday of the month.

June

The last day of the work year will be no later than the Friday of the third full week in June.

8.08.03 Any state-mandated increase in the length of the student day need not be negotiated as long as the requirements of this Article are met; however, the District is obligated to negotiate the impacts of any such increase.



8.09 Middle School Teachers

Full-time middle school teachers shall not be assigned to more than six (6) teaching periods per day.

8.10 Committees

- 8.10.01 Participation on school site and cross-site department committees normally shall not result in additional compensation even if some of the required hours are outside of the student's instructional day. Additional pay may be provided at the discretion of the site administrator.
- 8.10.02 Any District committees, with a majority of committee members consent, may meet after school rather than during the school day. If the committee chooses to meet after school, unit members attending shall receive an hourly rate for time spent in the committee after the regular workday.

8.11 Professional Learning Communities

A group comprised of an equal number of unit members and district representatives will meet during the 2013-2014 school year to discuss and explore the possibility of a Professional Learning Community pilot for the 2014-2015 school year. The group will consist of no more than 10.

The unit members will be chosen by the Association, and the district representatives will be chosen by the District.

The group will meet monthly in the 2013-2014 school year, with the first meeting to occur no later than October 1, 2013. Teachers will be provided release time or teacher hourly pay in order to attend the monthly meeting.

The group shall consider unit members' current professional collaboration practices within the district and reach a common understanding of the benefits of professional learning communities in closing the achievement gap. The group shall determine how to implement professional learning communities which accomplish the following:

- Share best teaching strategies for curriculum or for particular students or student groups;
- Engage in lesson analysis and refinement based on student outcomes
- Implement Common Core State Standards
- Analyze student data from summative and formative assessments
- Implement site-based initiatives or innovative programs

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The group must recommend an implementation plan to the Superintendent no later than March 30, 2014. The Superintendent shall accept the implementation plan as recommended by the group.



ARTICLE 9 CLASS SIZE

9.01 State Law

The District agrees to assign pupils to classes in compliance with the state law.

9.02 Regular Program Class Size

Class sizes shall not exceed the following except as provided for in Sections 9.03, 9.04, 9.08.

| District Average | Class Maximum |
|----------------------|---|
| | |
| 29 | 32 |
| K-3 class sizes shal | 1 be a maximum of 25:1 for the |
| | Protection of Quality Local |
| Schools Measure of | f 2011 ("Measure A"). After the |
| | nation of Measure A, K-3 class |
| size maximum will | remain 25:1 until the parties |
| | ons on a successor agreement. |
| - | |
| 29 | 32 |
| 29 | 32 |
| 29 | 33 |
| 29 | 35 |
| | 29 K-3 class sizes shal duration of AUSD Schools Measure of expiration or terminal size maximum will complete negotiation 29 29 29 29 |

* Effective 1997-98 all District K-3 classes shall average 20 students in accord with the class size reduction legislation.

No combination or ungraded classes shall exceed the District averages.

9.03 Middle School Site

No middle school site teacher shall have more than 180 student contacts per day, excluding teachers referred to in Section 9.04. In computing student contacts for middle school CORE teachers, the number of students in each class period shall be added to compute the total, even though the students may be the same for 2 or 3 consecutive periods. The middle school site class maximum may be 35 students for academic classes where only a single section is offered.

9.04 Jointly Taught Classes



When a class is jointly taught or supervised by more than one credentialed teacher, class size shall be determined by dividing the number of students by the number of credentialed teachers assigned to the class.

9.05 Music, Physical Education, ROTC

The following classes may exceed the above maximum number: Music, Physical Education, ROTC. Physical Education class size, at the middle school and high school, shall not exceed fifty-five (55) students. No high school physical education teacher shall have more than 250 student contacts per day. No middle school teacher who teaches only P.E. shall have more than 240 student contacts per day. P.E. teachers grades 6-12 who teach classes in addition to P.E. shall have student contacts calculated on a pro-rata basis.

9.06 Time Limit for Adjustment

In the event an elementary, middle school, or secondary class exceeds the maximum, the District shall have twenty (20) days at the beginning of the school year to adjust such class and five (5) days at the beginning of the second semester. Resolution shall not be achieved by creating another class out of compliance.

9.07 Special Classes

The maximum size for special classes shall be those limits prescribed by law.

9.08 <u>District Averages and Class Size</u>

- 9.08.01 In computing the "District Averages" referred to in Sections 9.02 and 9.03 such computation shall not include librarians, media center teachers, program coordinators, nurses, counselors, special education students or teachers, ROP teachers, ROTC teachers, or certificated personnel not represented by the Association.
- 9.08.02 Classes listed in Section 9.04 shall not be included in computing the District averages.
- 9.08.03 A review of class size and District averages will be conducted thirty (30) days after the beginning of each traditional year semester by the Director of Personnel and a representative of the Association. Class

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size average shall be computed separately for YRE and traditional year programs.

9.09 Exceptions

- 9.09.01 Large group instruction or experimental classes are permitted where the teacher and the District mutually agree to exceed the maximums.
- 9.09.02 In the event it is desirable that other negotiated maximums be exceeded in a given school, the exclusive representative and the District shall mutually agree to make such exceptions.

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ARTICLE 10

TRANSFER

10.01 Definitions

- 10.01.01 A transfer is a move from one work site to another. It is not reassignment at the same site and this term shall have no application to reassignments at the site. A transfer may result in a change in work calendar, e.g., from traditional to year-round or year-round to traditional.
- 10.01.02 A vacancy for purposes of transfer is a certificated position declared vacant by the Chief Personnel Officer of Personnel Services.
 - All positions filled by temporaries at the end of a school year shall be declared vacancies if (1) the school site where the temporary is assigned projects the same number or more FTE in the coming school year, and (2) no permanent employees are returning to the site from a one-year leave.
 - 10.01.022 All positions which are additions to the current number of District FTE shall be declared vacancies.
 - 10.01.023 A position created by the resignation, death, or retirement of an employee necessitating a replacement shall be declared a vacancy. If the resignation, death, or retirement does not result in a vacancy, then the District shall supply the Association with supporting rationale and data, upon request by the Association, within ten (10) days of the request.

10.02 <u>Employee-Initiated Transfer</u>

- 10.02.01 A request for transfer may be made by submitting a written request to the Personnel Office for each posted position.
- 10.02.02 An employee requesting transfer shall be notified of the interview date if they are under consideration for the position.
- 10.02.03 Any permanent employee in special program shall have the option of applying for transfer to vacancies in the regular educational program.
- 10.02.04 Any Child Development Center or Adult School employee who transfers into the regular educational program shall be granted leave from his/her previous position until permanent status in the regular

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program is received. Should such employee decide to return to the previous program, no loss of seniority or other rights shall occur.

10.03 Employee-Initiated Exchange

- 10.03.01 A permanent employee may apply to exchange his/her position for another position by applying in the Personnel Office each year by March 1.
- 10.03.02 The Chief Personnel Officer shall assist eligible employees who apply in finding exchange partners.
- 10.03.03 The following criteria shall be met prior to the implementation of an exchange:
 - a. Participating employees shall receive a satisfactory evaluation in the last evaluation year.
 - b. Participating employees shall be appropriately credentialed.
 - c. The principals at the affected sites shall approve.
 - d. The Chief Personnel Officer shall approve.
- 10.03.04 The exchange shall be between two unit members only and shall be for one year.
- 10.03.05 If the exchanging employees, the site principals, and the Chief Personnel Officer agree, the exchanged positions may become the employees' regular positions after the one-year exchange period.

10.04 Application for a Posted Vacancy

- 10.04.01 Current vacancy lists shall be posted at each school and the District office and placed on the District hotline for a period of at least ten (10) days. Any hotline listing shall specify the dates of posting and whether the posting is open (10.04.041) or seniority preference (10.04.042).
- 10.04.02 If a vacancy occurs ten (10) days or less before the beginning of school, the posting of a vacancy for ten (10) days shall remain at the discretion of the Chief Personnel Officer.
- 10.04.03 Applications shall be made in writing to the Personnel Office within the posted time.

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10.04.04 The Chief Personnel Officer shall provide the principal of the school where the vacancy is located a list of applicants who are credentialed for the position. The principal shall interview selected applicants. For seniority preference openings (10.04.042), applicants shall be interviewed based on seniority. Employees shall be selected to fill vacancies in accord with the criteria listed in 10.04.041 or in 10.04.042. The criteria of 10.04.042 shall apply to alternate classroom vacancies at any one school site. Effective July 1, 2012 through June 30, 2015, the criteria of section 10.04.042 (Seniority Preference Posting) shall not apply to vacancies at Junior Jets, Maya Lin and ASTI magnet schools.

10.04.041 Opening Posting:

- a. The experience and education which best fit the grade level, subject, and field of the position.
- b. The years of service in the District when the above factors are equal.
- c. In the event two or more equally qualified applicants apply for a position, the unsuccessful applicant(s) shall be supplied written rationale, upon request within five (5) days, by the interviewing principal for reasons of denial.

10.04.042 Seniority Preference Posting:

The most senior applicant who:

- a. Qualifies for the position. For a K-5 position, a unit member who is appropriately credentialed shall be deemed qualified. For a 6-8 position which can be filled by the holder of a multi-subject credential, a unit member who holds such a credential shall be deemed qualified. For a 6-12 position which can be filled by the holder of one or more single-subject credentials, a unit member shall be deemed qualified if he/she holds appropriate credentials, has been in the district for at least seven years, and (1) has a minimum of twenty units in the subject or subjects covered by the position, or (2) has five years of teaching experience in the subject or subjects covered by the position.
- b. Completes the application and interview process.

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- c. Has not filled a seniority preference posting within the last 24 months.
- d. If two or more equally senior applicants apply, and meet the criteria of a., b. and c, the principal shall select the applicant based upon the criteria of 10.04.041.
- e. Effective July 1, 2012 through June 30, 2015, for seniority postings, the District will honor the listed teaching assignment for the ensuing school year, unless fluctuations in enrollment dictate closing a class.
- 10.04.05 Chief Personnel Officer shall notify the candidates in writing when a decision has been reached.

10.05 <u>District-Initiated Transfer</u>

- 10.05.01 An administrator initiating the transfer request shall arrange a conference with the employee and discuss the reasons for requesting the transfer.
- 10.05.02 The employee may within five (5) working days submit a written statement to the Chief Personnel Officer citing the reasons for not being transferred.
- 10.05.03 The Chief Personnel Officer shall confer with both parties and a conferee, if either desires, in relation to a specific proposed assignment and render a decision.
- 10.05.04 In the event a transfer is initiated due to changing enrollment, the following procedures shall be followed for overstaffed schools:
 - 10.05.041 The local administrator shall decide in which subject or grade level the overage exists, and shall inform the entire faculty at a staff meeting of the number of positions to be eliminated.
 - 10.05.042 Any teacher in the overstaffed school may volunteer to be displaced. The displacement will not be considered a transfer and shall not affect the employee's right to request a subsequent transfer. Such voluntary displacement carries no automatic right to return to the home school and the

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teacher must accept all conditions which would have applied to the teacher who was being displaced.

- 10.05.043 If no teacher(s) volunteers from the over-staffed school, the teacher(s) to be retained will be determined by the administrator on the basis of the educational program of the school. The teacher(s) retained shall be judged on the following verifiable criteria.
 - 10.05.043.1 Such teacher possesses special instructional skills or qualifications needed by the pupils and the educational program.
 - 10.05.043.2 The grade level, subject, field and position for which the employee is best suited.
 - 10.05.043.3 The experience and training which best fit the position.
 - 10.05.043.4 The years of service in the District when the above factors are equal.
- 10.05.044 Teachers transferred or reassigned under this section shall be given, if requested, up to two (2) working days for preparation for the new position, and moving time if the move occurs within the 182-day work year.
 - 10.05.044.1 These working days must be applied for and used within ten (10) working days of the transfer.
- 10.05.045 Teachers who are required by the District to move outside of the 182-day work year shall be compensated at their per diem for up to two (2) days.
- 10.05.046 The reasons for any transfer shall be given to the teacher, in writing, if requested.
- 10.05.047 Any teacher transferred or reassigned under this section who has not been placed by the first teacher workday of the traditional year calendar shall have right of first refusal to any open positions for which he/she possesses qualifications.

10.06 School Closure/Year-Round Conversion

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An employee who is displaced because of school closure or because the school to which he/she is assigned is converting to year-round and he/she does not want to work year-round shall have preferential application and placement rights in filling available vacancies.

10.07 Assistance for Moving

10.07.01 When a teacher is reassigned from room to room, or transferred from site to site, the District will provide assistance at the teacher's request.

ARTICLE 12

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HEALTH AND WELFARE BENEFITS

12.01 District-Provided Coverage

12.01.01 For the term of this Agreement, the District agrees to contribute monthly towards benefits for all employees and their dependents except for dental, vision, and term life insurance which shall be covered by unit members' elections under the 125 Plan. (See 12.08.) Domestic partners and their dependents shall also be covered. For Adult School unit members, the District shall continue to provide dental, vision, and term life coverage. Providers and rates are specified in Appendix H.

Rate increases in medical plans during the life of the Contract shall be covered by the District to the amount of the medical cap. For the period July 1, 2003 to December 31, 2004, the amount of the medical cap shall be \$370. Effective January 1, 2005, the medical cap for employees who select coverage for themselves and one other person (employee plus one coverage) shall be increased to \$492.97 per month; and the medical cap for employees who select family coverage shall be increased to \$586.43 per month. Effective December 1, 2008, these medical caps shall be increased by an amount that is the equivalent of a one percent (1%) increase to the salary schedule that is in effect as of December 1, 2008. Any cost above the medical cap shall be covered by a deduction from the employee's salary.

The availability of currently offered medical plans is conditioned upon the insurance carriers' continued contracting with the District.

Other benefits shall be covered in full for the life of the contract.

12.02 Retirement Health Plan

- 12.02.01 Length and Coverage: Each retired employee is entitled to the same medical benefit as a full-time employee, except that he/she shall be entitled to employee-only coverage. The employee will be covered until his/her 65th birthday. He/she may elect to cover his/her spouse at his/her own expense. Providers and rates are specified in Appendix H.
- 12.02.02 Eligibility: Qualifying employees must be 52 to 65 years of age.

12.03 Tax-Sheltered Annuities

12.03.01 If satisfactory evidence of other medical coverage is produced and an employee so authorizes, the District shall allocate a cash payment of

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\$305 per month in lieu of providing medical coverage. This benefit shall be available to full-time employees and to part-time employees on a prorated basis. This should be done under a section 125 Plan in accordance with section 12.08.

An employee may participate in the tax-sheltered annuity of his/her choice with the Board providing payroll deduction for this purpose.

12.04 Duration of Benefits

- 12.04.01 The benefits provided in this Article shall remain in effect during the term of this Agreement.
- 12.04.02 Should an employee's contract terminate during the school year, he/she shall be entitled to continue coverage under the life, vision, and dental care plans for a period not to exceed six (6) months at his/her own expense. Such employee shall pay the premium for the continued coverage on a quarterly basis.
- 12.04.03 Should an employee's contract terminate following the last day of the school year and before the commencement of the ensuing school year, he/she shall be entitled to continue under the life, health, vision and dental care plans until October 1, of the ensuing school year at District expense.
- 12.04.04 Any employee on an unpaid leave under this Agreement shall be entitled to continue coverage under the plans of this Article by paying the premiums on a quarterly basis.
- 12.04.05 Any employee whose employment terminates during the life of this contract shall be entitled to continuing medical coverage on District plans at his/her own expense in accord with federal law.

12.05 Benefits for a Part-Time Employee

- 12.05.01 A part-time employee shall have the option of buying into any of the employee benefit plans by paying the premium difference between the ratio of part-time employment and full-time employment, i.e., 60% employee would pay 40% of the premium. In lieu of 12.03.01, the part-time employee may apply that amount to Delta Dental, VSP, and/or life insurance.
- 12.05.02 Such employee shall become eligible upon the first day of employment.

12.06 Open Enrollment

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Open Enrollment which allows for change in fringe benefits coverage will be yearly for a month's duration announced by the District and the Association.

12.07 Domestic Partners

Employees' domestic partners and their dependents shall be eligible for benefits on the same terms as employees' spouses and their dependents, subject to carrier availability.

12.07.01 Definition

Domestic partners are two adults who have chosen to share one another's lives in an intimate and committed relationship of mutual caring. A domestic partnership may be established between two persons regardless of their gender.

12.07.02 Criteria

12.07.02.01 A domestic partnership shall be established when all the following requirements are met:

- a. Both persons have a common residence.
- b. Both persons agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.
- c. Neither person is married nor a member of another domestic partnership.
- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least 18 years of age.
- f. Both persons are capable of consenting to the domestic partnership.
- g. Both persons have filed a Declaration of Domestic Partnership (Appendix F-1 or F-2) with the Alameda Unified School District.
- h. It has been at least six months since either of the two parties has filed a Notice of Termination of Domestic Partnership (Appendix F-3 or F-4) with

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the Alameda Unified School District. This prohibition does not apply if the previous domestic partnership ended because one of the partners died or married.

i. The two parties agree to notify the Alameda Unified School District in writing if there is a change in the circumstances attested to in the Declaration of Domestic Partnership or if the domestic partnership is terminated.

12.07.02.02 A domestic partnership shall terminate when any of the following occurs:

- a. One partner gives or sends to the other partner a written notice by certified mail that he or she is terminating the partnership.
- b. One of the domestic partners dies.
- c. One of the domestic partners marries.
- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of a common residence.

12.07.03 Registration

Two persons desiring to become domestic partners shall file the appropriate Declaration of Domestic Partnership (Appendix F-1 or F-2) with the Alameda Unified School District.

- a. Two persons who are either (1) of the same sex or (2) of opposite sexes if one or both persons are over the age of 62 shall complete and file a Declaration of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State (Appendix F-1). A copy of this form shall be filed with the Alameda Unified School District.
- b. Two persons who are of opposite sexes if both persons are age 62 or under shall complete and file a Declaration of Domestic Partnership on the form prepared by the Alameda Unified School District (Appendix F-2).

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12.07.04 Termination

Upon termination of the partnership, the employee shall notify the District by filing the appropriate Notice of Termination of Domestic Partnership (Appendix F-3 or F-4) with the District.

- a. Two persons who are either (1) of the same sex or (2) of opposite sexes if one or both persons are over the age of 62 shall complete and file a Notice of Termination of Domestic Partnership with the California Secretary of State on the form prepared by the Secretary of State (Appendix F-3). A copy of this form shall be filed with the Alameda Unified School District.
- b. Two persons who are of opposite sexes if both persons are age 62 or under shall complete and file a Notice of Termination of Domestic Partnership on the form prepared by the Alameda Unified School District (Appendix F-4).

All benefits provided by this section shall cease as of the last day of the month following the receipt of the Notice of Termination of Domestic Partnership. The Notice of Termination of Domestic Partnership must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file notice, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

12.07.05 <u>Application and Terms</u>

In order to receive any benefit provided for by this section, an employee and his or her domestic partner shall complete, have notarized, and file with the District a Declaration of Domestic Partnership as specified. The employee shall also file with the District a signed Statement of Financial Liability indicating that the employee agrees that he or she may be required to reimburse the District and/or the District's designated health services plan for any expenditures made by the District and/or the District's designated health services plan, for medical claims, processing fees, administrative charges, costs and attorneys fees on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner is a dependent of the employee as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed

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income on the employee's Form W-2. The District must pay FICA and FUTA taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA or under any state law.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

12.08 125 Plan

Each employee eligible for fringe benefits under this agreement who can show satisfactory evidence of other medical coverage may elect under the District 125 plan to have an amount equal to the least expensive single medical rate for early retirees paid to him/her as a taxable cash benefit, subject to appropriate tax, instead of receiving medical coverage from the District. The employee may also elect to have this taxable cash benefit invested in a tax sheltered annuity of his/her choice, after withholding appropriate Medicare/FICA and other payroll deductions, subject to a monthly administrative fee.

12.09 Children of Unit Members

In order to provide stable placement for the children of unit members who reside outside of the District boundaries, these children shall be given the status equal to those of "Alameda residents" for purposes of school enrollment and attendance. The site to which the unit member is assigned shall be deemed the neighborhood school for purposes of their child(ren)'s placement. In the event the unit member is transfered to another site, the unit member shall have the option to continue their child(ren)'s current placement or transfer the child(ren) to the unit members' new site.

ARTICLE 14

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| 14.01 | Effective July 1, 2012, the District shall increase the 2008 salary schedules for all unit members by two and one half percent (2.5%) ("Revised 2012-2013 Salary Schedule"). |
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| | The retroactive compensation from July 1, 2012, will be on members' paychecks within |
| | |
| | 45 days of the date on which the Board of Education ratifies the Agreement. |
| | No Effect on June 2012 Settlement Agreement |
| | Nothing in this agreement shall affect or alter the agreement regarding the 2012-2013 |
| | work year as set forth in the June 2012 Settlement Agreement which provided that "for |
| | the 2012-2013 school year only, unit members will work and be paid for 186 days which |
| | shall consist of the following: 180 days of instruction or "student days," 3 work days, and |
| | 3 professional development." |
| | 2013-2014 Increase to Salary Schedule |
| | Effective July 1, 2013, the District shall increase the Revised 2012-2013 Salary |
| | Schedules for all unit members by three fourths of one percent (.75%) ("2013-2014 |
| | Salary Schedule"). |
| • | Salary Schedule). |
| | 2013-2014 One-Year Non-Precedent Setting Salary Schedule Increase |
| | In addition, effective July 1, 2013, and for the 2013-2014 year only, the Revised 2012- |
| | 2013 Salary Schedule shall be increased one and one-quarter (1.25%) percent for all unit |
| | members. This one year increase to the salary schedule shall not set any precedent for |
| h | future years and the salary schedule shall revert to the 2013-2014 Salary Schedule in |
| | future years. It is the intent of the parties that this 2013-2014 one year non-precedent |
| | setting salary schedule increase be treated as compensation that is creditable to CalSTRS |
| • | for retirement purposes. |
| | 2014-2015 Potential Increase to Salary Schedule |
| | In addition, on or before January 31, 2014, in a noticed public hearing, the Board of |
| | Education will determine if the 2013-2014 Salary Schedule can be increased by an |
| | additional one and three fourths percent (1.75%) for all unit members to be effective July |
| | 1, 2014. |
| - | 1,2011. |
| | If the Board of Education determines that the 2013-2014 Salary Schedule can be |
| | increased by an additional one and three fourths percent (1.75%), then there shall be no |
| <u> </u> | reopeners for the term of this contract. |
| | If the Board of Education determines that the 2013-2014 Salary Schedule cannot be |
| | increased by an additional one and three-fourths percent (1.75%), then either party may |
| | reopen one or more articles of the agreement by January 31, 2014. If no agreement has |
| | been reached by February 15, 2014, the District and the Association will mutually agree |
| | to impasse and will mutually request a mediator from PERB on February 15, 2014. |

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| Career Technical Education Teachers |
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| Effective July 1, 2012, the Main Salary Schedule shall no longer reflect a distinction |
| between ROP unit members and all other K-12 teachers. Career Technical Education |
| Unit Members are teachers who are credentialed to teach in one or more designated |
| subjects for Career Technical Education (CTE). |

- a. <u>CTE unit members who are hired after this agreement is ratified will be placed on the main salary schedule and are not required to possess a bachelor's degree.</u>
- b. CTE unit members who were hired before this agreement is ratified will be placed on the main salary schedule unless this placement will result in a loss of payment. If placement on the main salary schedule will result in a loss of pay, current CTE unit members may remain on the current 2008-2009 ROP salary schedule. (Attached as Appendix A-5 and adjusted for the 2.5% increase) for the duration of their employment or until such time as the unit member obtains sufficient educational units in accordance with section 14.07.06 to advance on the main salary schedule. The decision of current CTE unit member to transfer to the main salary schedule shall be permanent.

The Salary Schedules shall be as follows:

Appendix A-1 Main Salary Schedule

Appendix A-2 Adult Education Salary Schedule

Appendix A-3 Child Development Center Salary Schedule

Appendix A-4 Counselor Salary Schedule

Appendix A-5 CTE Salary Schedule

- 14.02 An additional increase shall be added to the salary schedule for additional workdays, the "buy back" staff development days. This increase plus the additional workdays shall not apply to the Child Development Center.
 - a. In 1998-99 there shall be one additional workday, a "buy back" staff development day, which shall be implemented to meet the state requirements applying to that program. The 1998-99 salary schedule shall be increased by .55% in compensation for that additional day.
 - b. In 1999-2000 there shall be two additional workdays beyond the one committed in 1998-99 for a total of three buy back staff development days. These additional days shall also be implemented to meet the state requirements applying to that program. The 1999-2000 salary schedule shall be increased by 1.1% in compensation for those two additional days. This increase is reflected on the 1999-2000 schedule.
 - c. Buy back compensation may be eliminated from the salary schedule at the District's option in the event of inadequate state funding of the staff development program or low district revenues connected with staff development days. If the compensation is eliminated, unit members shall not be required to work the

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additional days. In the event the District exercises this option in some subsequent year, the buy back compensation of 1.65%, plus additional salary schedule increases compounded on that amount shall be deducted from the schedule, unless the parties agree to a different deduction. Prior to exercising this option, the District shall notify the Association and attempt to discuss the matter.

d. If, in any year unit member absenteeism is higher on buy back staff development days than on regular instructional days, the Association and the District shall meet to brainstorm strategies for motivating all teachers to attend buy back staff development days.

14.03 Budget Development

Alameda Education Association shall provide representatives to the committee on District budget development.

14.04 Extra Compensation - Rate of Pay

- 14.04.01 Unit members who are assigned to work full days beyond the 185-day work year shall be compensated at their per diem rate.
- Unit members who work on assigned District business beyond the seven (7)-hour workday or on an hourly project shall be compensated at the District hourly rate if the work is beyond their regular work duties.
- 14.04.03 Unit members who are contracted to work part-time on a daily basis shall be compensated based on the ratio their teaching time bears to the teaching time of full-time employees.
- 14.04.04 Any employee, except a daily substitute who serves other than the required number of days as set forth in Article 8, Section 8.08, for his/her job classification, shall receive salary which is not less than that which bears the same ratio to the established annual salary for his/her position as the number of days he/she serves bears to the number of working days required for his/her job classification.
- 14.04.05 Notwithstanding 14.04.04, any employee who serves for one (1) full school semester shall receive not less than one-half (l/2) the annual salary for his/her position.
- An employee who is required to use his/her own automobile on approved District business or is assigned to more than one school per day shall be reimbursed for all such travel at the IRS-approved rate per mile for all driving done between arrival at the first location at the beginning of his/her workday and the last location at the end of the workday.

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| 14.04.07 | Speech-Language Pathology Serv | ices Credential Stipend. |
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| | Unit members who possess a Spe- Credential shall receive an annual | |
| ton manufacture and the second | of experience as follows: | |
| | 1 to 5 years of experience: | 7% of Step 1, BA +30. |
| | 6 or more years of experience: | 7% of Step 6, BA +30. |

14.05 Payroll Period

The payroll period shall be defined as monthly, beginning with July 1. Salary payments shall be made not later than the last working day of each month except in December, as defined by the County of Alameda. For December, unit members shall receive their salary payment on the first business day in January. Salary payments for services in addition to the employee's regular assignment shall be made not later than the tenth (10th) day after the payroll period in which the service was performed.

14.06 Experience Credit for Salary Schedule Placement

The following provisions apply to the granting of credit for experience:

| 14.06.01 | Effective July 1, 1996 new employees in the District will receive credit year for year for appropriate prior experience. |
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| 14.06.02 | Seven (7) months is the minimum continuous service required for one (1) year of experience credit in a given school year. |
| 14.06.03 | Credit for a year of appropriate experience may be accumulated in two (2) semesters in the same school year or in different school years when the employment is a regular full-time assignment. (Day-by-day substitute teaching is not included.) The employment in any semester shall be a full-time assignment for a minimum of four (4) school months. |
| 14.06.04 | Credit for private or parochial school experience will be granted only when evidence is submitted that the employee was eligible for or held a valid credential issued by any of the several states or recognized agencies of the Government of the United States prior to the time of the experience claimed. |
| 14.06.05 | Credit for military experience will be granted when an employee has held or was eligible for a valid credential prior to entry into military service. |
| 14.06.06 | The combined total credit for military experience and other appropriate experience shall not exceed eight (8) years. |

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14.06.07 A year of military experience shall be construed as ten (10) months of service.

Five (5) consecutive months of military experience shall constitute one-half (1/2) of a year of experience. One-half (1/2) year of military experience and one-half (1/2) year of other appropriate experience in accordance with Section 14.09.03 shall comprise a year of experience.

14.07 Educational Units

14.06.08

Quarter units are converted to semester units by multiplying the quarter 14.07.01 units by 2/3. If this multiplication results in a fraction that when added to the other semester units is within 1/2 unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the employee shall be placed on the next column. The District shall provide each employee by December 1 of each school 14.07.02 year a statement of salary classification and the number of units that the District has on file for him/her. For reclassification in any given year, credits earned must be submitted by 14.07.03 September 30. If a transcript is not available, the employee may submit a written statement of courses taken and credit earned. In this case, salary adjustments shall be contingent upon receipt of an official transcript on or before November 30 reflecting that the units were earned on or before September 30. Credits submitted after September 30 shall be applicable for column 14.07.04 movement in the following school year.

14.08 Teachers Without Full Credentials

Notwithstanding section 14.01, all non-credentialed teachers already employed by the District shall be frozen at their current step on the salary schedule until they obtain their credential. Newly hired non-credentialed teachers will be placed on Step 1 of the column that corresponds to their level of education but will be frozen at that step until they obtain their credential. As non-credentialed teachers complete educational units, they may move into the corresponding column of the schedule but at the same step. As soon as the teacher becomes fully credentialed, the teacher will receive from that time full credit for all applicable training and experience and will be placed at that time on the same step and column as if the teacher had been fully credentialed from the beginning of the teacher's employment with the District.



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EFFECTS OF AGREEMENT

26.01 Individual Contract

Any individual contract between the Board and an employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

26.02 Supersede

This Agreement shall supersede any rules, regulations, or practices of the Board which are or may in the future be contrary to or inconsistent with its terms.

26.03 Uniform Rules

Rules which are designed to implement this Agreement shall be uniform in application and effect.

26.04 Validity of Agreement

If any provisions of this Agreement or any application thereof is held by the highest court of the state or by a federal court to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

26.05 Effect of Legislation

In the event legislation affects the terms of this Agreement, the parties shall, upon request, within fifteen (15) days of such event, meet and negotiate regarding the impact of such changes.

26.06 Terms and Conditions

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.



26.07 Term of Contract

| The term of this agreement shall be from the date of its execution through June |
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| 30, 2015 <u>.</u> |
| |
| Except where otherwise noted, all provisions of this Agreement shall be effective |
| as of the date of ratification by both parties and shall continue in effect until June |
| 30, 2015. |
| |
| If the Board of Education determines that the 2013-2014 Salary Schedule can be |
| increased by an additional one and three fourths percent (1.75%) to be effective |
| July 1, 2014, then there shall be no reopeners for the term of this contract. Both |
| parties will sunshine for the Successor Collective Bargaining Agreement by |
| November 15, 2014. |
| |
| If the Board of Education determines that the 2013-2014 Salary Schedule cannot |
| be increased by an additional one and three-fourths percent (1.75%) to be |
| effective July 1, 2014, then either party may reopen one or more articles of the |
| agreement by January 31,2014. If no agreement has been reached by February 15. |
| 2014, the District and the Association will mutually agree to impasse and will |
| mutually request a mediator from PERB on February 15, 2014. |
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Except where otherwise noted above, all provisions of this Agreement shall be effective as of the date of ratification by both parties and shall remain in full force and effect until June 30, 2015.

26.08 School Calendar

The parties agree to bargain for a calendar as required by Government Code section 3543.2 and to use their best efforts to bargain a multi-year contract.