



# Antioch Education Association *United for Students*



## TENTATIVE AGREEMENT February 9, 2023

### ARTICLE 34 ALTERNATIVE PROGRAMS AND/OR SCHOOLS

- 34.1 This Article applies to bargaining unit members in the Alternative Programs and/or Schools as well as bargaining unit members employed in any new Alternative Programs and/or Schools and not otherwise excluded by Article 2 – Recognition.
- 34.2 No bargaining unit member in the Alternative Programs and/or Schools shall have the authority to evaluate, hire, transfer, suspend, lay off, recall, promote discharge, assign, reward, or discipline other unit members in the Alternative Programs and/or Schools, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- 34.3 Placement on the Certificated Salary Schedule
- 34.3.1 Effective July 1, 2006, all bargaining unit members teaching an assignment of sixty (60%) percent or greater in the Prospects High School Day Program and Adult ESL and Adult GED shall be compensated for their work by being placed on the Certificated Salary Schedule. A unit member's salary on the schedule shall be prorated if the unit member is working less than a full time assignment.
- 34.3.2 Once a bargaining unit member is placed on the Certificated Salary Schedule, they shall not revert back to an hourly rate of pay on the Alternative Programs and/or Schools Salary Schedule.
- 34.3.3 Bargaining unit members shall not lose salary, benefits and/or working conditions (hours, assignment in the Alternative Programs and/or Schools, seniority date of hire, educational experience, longevity, sick leave, etc.) due to their placement on the Certificated Salary Schedule, except as outlined under Section 12.5.2.B.1 below.
- 34.3.4 As soon as practicable after ratification by the Parties, the District shall meet with individual unit members assigned to the Certificated Salary Schedule to evaluate individual step and column placement. Any disagreements on the placement shall be handled with the individual unit member, representative of the Association and the District. If an agreement on placement is not reached, the grievance procedure in Article 14 of the Agreement may be utilized by the unit member and the Association.

#### 34.4 Assignment of Teaching Hours

- 34.4.1 Due to desire of the District and the Association to maximize the opportunities for students to be enrolled in the Alternative Programs and/or Schools, the Parties to the Agreement agree to work toward full day assignments for unit members in the Program. For the purpose of this Section, a "full day assignment" is defined as unit members working seven (7) hour workdays. However, the District and the Association recognize the importance of

**Commented [VL1]:** The language in blue (34.4) is existing contract language, brought in from article 12 because it fits better in article 34. The language in blue has not been edited except to renumber for formatting purposes.



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part-time assignments to both the District and to individual unit members. For the purpose of this Section, "part time assignment" is defined as teaching three (3) or four (4) full workdays per week. Every effort shall be made to accommodate part time assignments when possible (see Article 26).

### 34.4.2 Assignment of Additional Teaching Hours

- A. Current Bargaining Unit Members Working Fifty-Nine (59%) Percent or Less: Additional teaching hours shall be offered first to unit members employed by the District in the Alternative Programs and/or Schools on January 1, 2006, and teaching fifty-nine (59%) percent or less. Assignment of additional teaching hours shall be made based on preference by seniority. However, a unit member who refuses additional hours may see their hours reduced under Section 12.5.1.C. above with the reduction to the closest seven (7) hour block. Each time additional teacher hours are available, unit members who are teaching an assignment of fifty-nine (59%) percent or less shall be consulted, and the assignment of additional hours shall be made based on preference by seniority.
- B. Current Bargaining Unit Members Working Sixty (60%) Percent or Greater: After unit members teaching fifty-nine (59%) percent or less are consulted, the District shall offer additional hours to current unit members employed by the District in the Alternative Programs and/or Schools on January 1, 2006, and teaching sixty (60%) percent or greater. Assignment of additional hours shall be made based on preference by seniority. Each time additional teacher hours are available, unit members who are teaching an assignment of sixty (60%) percent or greater shall be consulted, and assignment of the additional hours shall be made based on preference by seniority.
- C. If no bargaining unit members described in Sections 1) and 2) immediately above are interested in additional teaching hours, the vacancy shall be posted according to Section 17.2 of the Agreement.
- D. ~~The Parties to the Agreement agree to continue bargaining on unforeseen issues appear during the transition of unit members to the Certificated Salary Schedule.~~

34.4.3 The workday for Prospects High School and the Adult Education Program shall be seven (7) hours and five (5) minutes per day Monday through Thursday, and seven (7) hours on Friday or the last working day of each week. This regular workday shall include at least a thirty (30) minute duty free lunch.

34.5 Summer School: Alternative Program bargaining unit members, including hourly unit members, teaching in the Alternative Programs and/or Schools shall be given preferential hire and assignment for summer school positions in the Alternative Programs and/or Schools.

### 34.6 Hourly Employees

34.36.1 Bargaining unit members who teach on an hourly basis in the Alternative Programs and/or Schools shall be paid the District's established hourly rate of pay for work assigned beyond their regular workday. However, assignment of additional teaching hours in the assigned

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program shall be paid the unit member's hourly rate of pay on the Alternative Programs and/or Schools Salary Schedule. (Appendix D)

34.46.2 Bargaining unit members who teach on an hourly basis in the Alternative Programs and/or Schools of the District shall be included under the full force and effect of the Articles of this Agreement-listed below. All other contractual rights and benefits assigned to bargaining unit members in the Alternative Programs and/or Schools are embodied in the subsequent Sections in this Article.

Article 1	Agreement
Article 2	Recognition
Article 3	Definitions
Article 4	Non-Discrimination
Article 6	District Rights
Article 7	Association Rights
Article 8	Organizational Security
Article 13	Health and Welfare Benefits
Article 14	Grievance Procedure
Article 16	Safety Conditions of Employment
Article 17	Transfers
Article 18	Leaves (Only the following Sections apply to hourly bargaining unit members who teach in the Alternative Programs and/or Schools)
	Section 18.5 Child Care Leave
	Section 18.6 Industrial Accident and Illness Leave
	Section 18.7 Personal Necessity Leave
	Section 18.8 Bereavement Leave
	Section 18.9 Military Leave
	Section 18.11 Personal Leave of Absence
	Section 18.14 Subpoena Leave of Absence
	Section 18.15 Jury Duty
	Section 18.20 Miscellaneous
Article 20	Due Process for Discipline
Article 21	Teacher Travel
Article 22	Statutory Changes
Article 23	Effect of Agreement
Article 24	Physical Examinations
Article 26	Peer Assistance and Review
Article 27	Miscellaneous Provisions - Except Section 27.3
Article 28	Standardized Testing
Article 29	Personal and Academic Freedom
Article 30	Savings Provision
Article 31	Concerted Activities
Article 32	Support of Agreement
Article 33	Completion of Meet and Negotiate

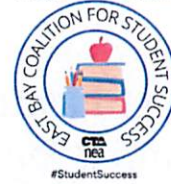
34.56.3 Work Year

34.5.1.A. Employee Activities Prior to Student Attendance



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A-1. Bargaining unit members shall be paid at their regular rate of pay for program planning and participation in the first faculty meeting of the work year.

B-2. Prospects High School ~~and~~ Adult Independent Study ~~and P.S.-601~~: Unit members who are new to these programs shall be paid at their regular rate of pay for at least two (2) hours of orientation and six (6) hours of job shadowing. Additional hours for working with a Mentor Teacher may be granted at any time throughout the school year upon unit member or administrative request.

### 34.5.2B. Staff Development Buy Back Days

A1. Effective July 1, 2002, three (3) mandatory days of staff development shall be added to the work year of bargaining unit members, including hourly unit members, teaching in the Alternative Programs and/or Schools.

B2. Hourly unit members shall be compensated at their hourly rate of pay for participation in Staff Development Buy Back Days. The workday for Staff Development Buy Back Days shall be seven (7) hours.

C3. Content of Staff Development Days: The content of Staff Development Buy Back Days shall be the same as outlined in Article 9.3.5 of this Agreement.

### 34.66.4 Hours of Employment

34.6.1A. Hourly unit members shall call the District SubFinder and their supervisor or designee whenever a unit member will not be working a scheduled day (see Section 34.9.2.E: Sick Leave).

34.6.2 ~~Limitation on Adult-Funded Pairs of Students: No bargaining unit member shall have more than one (1) adult-funded pair of students per day and no adult-funded pairs shall be assigned during the unit member's last hour of the workday.~~

34.6.3B. Staff Meetings: Hourly unit members required to attend faculty meetings shall be paid at their regular rate of pay.

34.6.4 ~~Summer School: Alternative Program bargaining unit members, including hourly unit members, teaching in the Alternative Programs and/or Schools shall be given preferential hire and assignment for summer school positions in the Alternative Programs and/or Schools. (language moved)~~

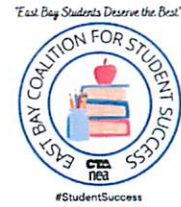
34.76.5 Health and Welfare Benefits: For a description of eligibility for health benefits, see Article 13 of this Agreement.

### 34.86.6 Compensation

34.8.1A. Alternative Programs and/or Schools Salary Schedule



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**A1.** The Alternative Programs and/or Schools Salary Schedule shall receive the same percentage increase applied to the Certificated Salary Schedule as outlined in Article 12 of this Agreement.

**B2.** Unit members shall receive the same compensation for possessing advanced degrees as unit members in the regular unit, prorated for part time employment.

### **34.8.2B.** Supplemental Pay

**A1.** Period Substitution: An hourly unit member who teaches in the Independent Study Program shall receive an annual accounting comparing the hours s/he serves period substitution to instances when students do not attend. If the number of period substitution exceeds the number of student absences, the Independent Study teacher shall receive period substitution for the periods that exceed the difference. Compensation shall be a unit member's hourly rate of pay.

**B2.** Mentor Teacher: Bargaining unit members may be assigned to work with teachers who are new to the Alternative Programs and/or Schools. Mentoring assignments shall be shared equally by all bargain unit members at each site and shall take place within the unit member's regular workday.

**C3.** Compensation for Special Projects/Activities: Hourly unit members may be compensated for special projects or activities by application with program administrators. Such compensation shall be with the prior approval of the program administrator and only after the unit member submits a written proposal for the project/activity. The unit member's regular rate of pay shall apply.

**34.8.3C.** Salary Schedule Policies: The Salary Schedule Policies outlined in Article 12 of this Agreement shall apply to hourly unit members teaching in the Alternative Programs and/or Schools. The Salary Schedule for hourly unit members is found in Appendix D of this Agreement.

### **34.9.7** Leaves

**34.9.1A.** Leave Without Pay: Hourly unit members teaching in the Alternative Programs and/or Schools shall have an hour-for-hour deduction made for each hour's absence for any reason, except for the use of sick leave as outlined in Section 34.9.2 immediately below.

**34.9.2B.** Sick Leave: The following Sections apply to hourly unit members teaching in the Alternative Programs and/or Schools:

**A1.** Bargaining unit members may accumulate unused sick leave without limitation.

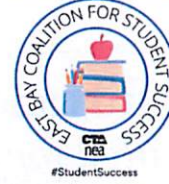
**B2.** Bargaining unit member shall receive up to ten (10) days of sick leave each school year, earned at the rate of one (1) hour for every eighteen (18) hours worked.





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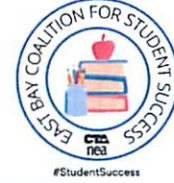


- E3.** At the beginning of each school year, bargaining unit members shall receive their prorated sick leave allotment credit equal to their sick leave entitlement for the school year as computed in the Section immediately above.
- D4.** Unit members working a summer school assignment may use any accumulated sick leave in a manner similar to the regular school year. Sick leave is not earned for summer school assignments.
- E5.** Unit members shall contact the District SubFinder and their supervisor or designee in advance of taking sick leave, and shall provide an estimate of the length of leave in order that the arrangements may be made for the services needed.
- F6.** Following absences due to illness, a doctor's statement may be required before returning to work.
- G7.** Unit members returning to work from sick leave involving major surgery, illness, child birth or accident shall be required to present a doctor's release verifying medical permission to return to work.
- H8.** The District shall provide each unit member with a written statement of sick leave entitlement for the school year and the unit member's total sick leave accrued.
- I9.** Upon retirement from the District, a unit member shall receive retirement credit for unused sick leave.
- J10.** If a unit member leaves the District and has used more sick leave than was earned, the amount used but not earned shall be deducted from his/her final pay warrant.
- K11.** When a unit member is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence, or if no substitute was employed, the amount of which would have been paid to the substitute had he/she been employed.
- L12.** A unit member may transfer accumulated sick leave from another school district provided they meet the requirements established by the State of California.
- M13.** Extended Illness: Where a bargaining unit member has been off work for twenty (20) or more workdays subsequent to exhausting all sick leave, the Superintendent may require that the unit member be examined by a physician designated by the District at the District's expense to determine the nature of the unit member's disability and their fitness for returning to work. The report of the District's physician shall be confidential, but may be used by the District in making decisions regarding the unit member's future employment status with the District.



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~~34.10 Preparation Time Exclusion: Preparation time as outlined in Article 11—Hours of Employment in the Agreement does not apply to bargaining unit members teaching the Independent Study Programs of the District.~~

~~34.7 Prospects Independent Studies Schools: This section applies to bargaining unit members teaching in the Independent Studies Schools, including but not limited to Prospects Prospects Independent Study School High School, Ennore, and the Antioch Adult School diploma track.~~

~~34.7.1 Bargaining unit members teaching in the independent studies programs and/or schools shall not be assigned to teach more than one student at a time.~~

~~34.7.2 Independent study student appointments shall be 50 minutes long, and there shall be a 5 minute transition time between student appointments.~~

~~34.7.3 Preparation time: each unit member shall receive one (1) 50-minute daily preparation period.~~

~~34.7.4. Period Substitution: if a substitute teacher is unavailable, unit members will cover for absent colleagues by "farming out" students during their prep period. Members that teach a farmed out student shall be paid at the contractual period substitution rate.~~

~~34.7.5 Professional Development time shall be built into the weekly schedule at the Independent Studies schools, as it is at the comprehensive school sites. (Ex: no students will be scheduled during PD time, comparable to other school sites' Early Release Wednesdays.)~~

~~34.7.6 Virtual and in-person student appointments assigned to unit members shall be separated to different days of the week or time of the day if separated by a lunch break.~~

~~34.7.7 Assignment of extra students outside of regular contract hours shall be optional and members agreeing to take on these extra students shall be compensated at their hourly per diem rate of pay. No extra students may be assigned on Mondays, which are Association Meeting Days per 11.9 of this agreement.~~

~~34.8 Adult Education: This section applies to bargaining unit members teaching in the Adult Education Program.~~

~~34.8.1 Classes within the Adult Education Program are expected to have a minimum of ten (10)\* students with a maximum of thirty (30) students.~~

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~~34.8.2 The site administrator will determine for each subsequent school year staffing needs in the spring and advise all current adult education unit members of those needs.~~

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~~34.8.3 Preparation Time: Unit members shall receive thirty (30) minutes of preparation time for each three hours of daily instruction, not to exceed a total of three (3) hours per week of preparation time.~~

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~~34.8.4 The length of classes is dependent on the type of course being offered and will be determined by the site administrator.~~

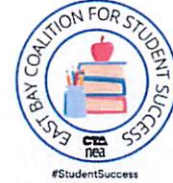
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34.8.5 Class Substitution: Adult education instructors who provide class substitution will be compensated at the hourly class substitution rate.

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34.8.6 Work Year: The work year for Adult Education instructors is determined by the Antioch Adult Education calendar. Efforts will be made to align with the Antioch Unified School District calendar when possible. The work calendar will be created to include the contractual professional development days. No employee that is full-time or part-time salary as of the date of this agreement shall have a reduction in their work year due to this agreement.

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34.8.7 Extra classroom instructional hours will be compensated at the unit member's hourly per diem rate. Additional hours worked outside of classroom instructional duties, not including preparation time as guaranteed by this agreement, will be compensated at the hourly rate of pay.

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34.8.8 Contracted Adult Education unit members will be evaluated yearly.

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### 34.9 Encore

34.9.1 Initial caseload size shall not exceed twenty-eight (28) students per teacher. Should the need arise, teachers will be compensated for each student over 28, to a maximum of thirty-two (32) (30) students. The standard overage rate, found in Article 15 of this agreement, shall apply for the days the caseload is over 28.

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34.9.2 The site administrator shall collaborate with the Encore Teachers to determine student appointment times, scheduling of small group instruction, and preparation time schedules.

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34.9.3 Unit member in this program shall not be assigned to any daily/weekly duties related to being on a shared campus with other programs, including, but not limited to meetings, period substitution, or supervision of student duties for the shared campus. However, should a serious emergency arise on campus all unit members may be enlisted to assist students as needed.

### 34.8 Continuation Schools

34.8.1 All unit members working at the Continuation High Schools shall be entitled to all of the same rights as members teaching at the comprehensive high schools in the district.

34.8.2 Class Size: Continuation High School classes shall have a maximum of twenty-two (2020) students per class.

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### 34.9 Virtual Academy

34.9.1 All bargaining unit members working at Thomas Gaines Virtual Academy (TGVA) shall continue to be entitled to all the provisions outlined in this agreement.

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34.9.2 Unit members in this program shall not be assigned to any daily/weekly duties related to being on a shared campus with other programs, including, but not limited to meetings,





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period substitution, or supervision duties for the shared campus. However, should a serious emergency arise on campus all unit members may be enlisted to assist students as needed.

34.9.3 Unit members shall not be required to provide concurrent virtual and in-person instruction.

34.9.4 A separate workspace will be provided for each unit member. If there are not soundproof barriers between work spaces, noise cancelling headsets will be provided.

34.9.4 All necessary technology required to teach virtually shall be provided by the district, including a laptop with camera and microphone, external monitor, and document camera.

### 34.10 Dual Language Immersion (DI) Programs

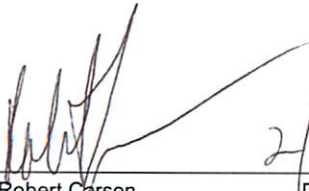
34.10.1 To the extent possible, all DI unit members shall be provided with District curriculum to teach all subject matter in both English and Spanish languages. When Spanish language curriculum cannot be provided, teachers will be paid at the hourly per diem rate to translate curriculum outside of the contract day with administrator approval.

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34.10.2 Each DI team (English and Spanish pair) shall be provided two common release days for shared planning time each year, or unit members may elect to plan outside the workday and be paid their per-diem rate for up to 14 hours.

34.10.3 Unit members shall receive a stipend and have their class size excluded from the school's staffing allocation as agreed to in Article 15 of this agreement.

  
Robert Carson,  
AEA Bargaining Chair

Date

  
Robert A. Martinez, Ed.D.  
AUSD Chief Human Resources Officer

Date

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