

American Indian Model Schools (AIMS)
to
Teachers of American Indian Model Schools (TAIMS)

Last, Best, and Final Offer
June 4, 2018

TERM

The Collective Bargaining Agreement shall be in effect beginning the first pay period practicable during 2018-19 following ratification and approval, and shall expire on June 30, 2021. There shall be a reopener in the 2019-20 and 2020-21 school years, during which the parties shall negotiate compensation and benefits, and also during which each party may reopen up to two (2) articles each.

As AIMS increased teacher pay by 9.0% effective the 2015-16 school year, and as returning teachers receive annual step movement equal to a 1.5% increase in pay, and as AIMS proposes to continue many stipends and bonuses currently offered teachers, consistent with safeguarding limited fiscal resources AIMS proposes Compensation be addressed in the labor contract as follows:

COMPENSATION

A. Wages

1. The salary schedule for unit members is set forth in the Appendix.
2. Effective the first full pay period practicable following ratification and approval of the labor agreement, the salary schedule shall be increased by 1.5%. The parties shall address future compensation issues in reopeners during the term of this Agreement.
3. For initial placement on the salary schedule upon hire, credit shall be given for a maximum of five (5) years' verifiable teaching experience in another accredited public or private school while possessing a valid teaching credential, verified by HR as equivalent to serving as teacher of record.

B. Stipends and Bonuses

1. There shall be a retention bonus equal to \$2000 for completion of three complete years' employment with AIMS, recurring every three years.

2. There shall be a per-semester perfect attendance bonus, defined as no full or partial-day absences or consistent late arrivals, due to any reason, equal to \$500 per semester.
3. There shall be an annual stipend equal to \$1200 for high student performance as measured by gap data, with input from teachers on the metrics.
4. There shall be a per-semester stipend of \$500 for teachers who have shown to implement consistently and with fidelity the AIMS Model as presented at the beginning of the 2018-19 school year.
5. AIMS shall cover each unit member's cost of induction for clearing the preliminary credential.
6. There shall be an annual lead teacher stipend of \$1000.
7. There shall be a teacher referral bonus of \$500.

As teachers may not participate both in STRS and in Social Security, and in order best to safeguard limited fiscal resources in a time of skyrocketing increases in employer costs for STRS, AIMS proposes enhanced teacher retirement be addressed in the labor contract as follows:

RETIREMENT

1. AIMS shall establish a 403(b)(7) Deferred Compensation Plan for all unit members, wherein contributions by both unit member and employer are pre-tax.
2. Unit members may contribute up to the maximum allowable percentage of their compensation.
3. Employer contributions will be set annually, with a minimum contribution of 3% and a maximum contribution of 5%.
4. This program shall be in addition to participation in federal Social Security.

HEALTH COVERAGE

I. Side Letter: Health Committee

1. The parties agree to form a Health Committee comprising an equal number of union and management representatives, not to exceed three representatives each.
2. The Health Committee shall convene no later than 60 days following ratification and approval of the collective bargaining agreement.
3. The purpose of the Health Committee shall be to review existing health coverage and research and identify affordable and effective changes, enhancements, and/or alternatives. Substitutes will be provided during working hours for the Committee to meet.
4. The Health Committee shall make a recommendation to TAIMS and AIMS bargaining teams no later than five (5) months after the Committee's first meeting, who shall review the recommendation and bargain in good faith with the intent to reach an agreement on health coverages for implementation of any agreed-upon changes by Open Enrollment in December 2018.

II. Current Health Coverages

Unless and until the parties meet and confer to conclusion on new health coverage(s), the status quo shall remain in place, as follows:

1. Medical:

- a. AIMS pays 100% for Employee only in Kaiser HRA 30/2000 Gold Plan. Employee may enroll in Platinum Kaiser plan by paying the difference for Employee only. Employee pays 100% for all dependents in both plans.
- b. In addition, AIMS provides each unit member taking the Gold Plan a Benefits Card in the amount of \$2,000 annually. For unit members who at their expense add dependents on the Gold Plan, the employer-provided Benefit Card amount for the family shall be \$4,000 annually. Benefit Card funds can be used to cover medical co-pays and deductibles, but not prescriptions. Any Benefit Card funds unused by the end of the calendar year are returned to AIMS.
- c. In addition, for those unit members waiving medical coverage, AIMS provides an in-lieu payment of \$1,000 per academic year.

2. Dental:

AIMS pays 100% for Employee only for HMO. Employee may enroll in PPO plan by paying the difference for Employee only. Employee pays 100% for all dependents in both plans.

3. Vision:

AIMS pays 100% for Employee only in Vision plan. Employee pays 100% for all dependents.

In order best to memorialize and assure union rights are respected, while at the same time ensuring funds for equipment are preserved for teacher and student instructional needs, and in recognition that teacher volunteers are already welcomed on all appropriate AIMS-wide committees such as curriculum committees, AIMS proposes TAIMS Rights be addressed in the labor contract as follows:

TAIMS RIGHTS

A. EERA

TAIMS has the right under the Educational Employment Relations Act (EERA) to represent members in their employment relations with the Employer.

B. Access and Communication

TAIMS representative(s) shall have the right of access to areas in which unit members work and may use mailboxes and other modes of communication. School email may be used for TAIMS business only on non-working time for setting and confirming meetings, managing release time, and other union business. TAIMS representatives shall follow the same standard sign-in procedures as required of all visitors to AIMS schools.

C. Bulletin Board

TAIMS shall have the right to post notices of activities and matters of TAIMS concern on the bulletin board(s) in the employee lounges or other non-student work areas.

D. Use of School Facilities

TAIMS shall have the right to use school facilities for meetings outside of instructional time, consistent with AIMS policies and procedures.

E. TAIMS Leave

TAIMS may request the release of designated unit members from their regular duties with no loss of pay for no more than seven (7) release days per year (total to be divided

among all bargaining unit members annually between July 1 and June 30 of each year) for the purpose of attending to TAIMS matters not otherwise covered in this TAIMS Rights article. No more than two (2) teachers may use such release time on any given day per individual school. No such release time may be used during AP testing or cumulative testing. TAIMS will reimburse the Employer for any substitute(s) hired in order to ensure coverage for the unit member(s) on leave.

F. Right to Represent

A bargaining unit member authorized by TAIMS, shall have the right to reasonable release time with no loss of pay or benefits, for the processing of grievances, and to represent a fellow unit member(s), upon such member's request, in an investigatory meeting which such unit member reasonably believes may result in discipline. The TAIMS representative shall provide reasonable notice when release time is needed.

H. TAIMS Leadership

TAIMS has the right to designate unit members to serve in positions of TAIMS leadership.

I. Release Time for Bargaining

Up to four bargaining team employee representatives designated by TAIMS shall be released from duty with no loss of pay and benefits when meeting and negotiating with the Employer.

J. Orientation

a. TAIMS shall have the opportunity to address new employees at an agreeable time during each new group employee orientation session prior to the beginning of the school year for up to 60 (sixty) minutes, provided such time is utilized at the end of the day. If an employee is hired after the start of the school year, TAIMS must be notified and provided with 30 minutes of release time to meet with the new employee within seven business days of hiring.

b. AIMS will provide the following for each employee at the start of each work year: name, home address, phone numbers (work, home and cellular), and personal email addresses. Upon written request, a bargaining unit member may opt out of the provision of personal information. AIMS will also provide each employee's school site, grade level/assignment, date of hire, Full time Equivalent (FTE) status, Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.), an indication of whether the district is deducting dues for membership, and placement on salary schedule.

c. TAIMS will receive the above information (J(b)) within seven (7) business days of the date of hire or by the first pay period of the month following hire.

d. AIMS shall give each new employee in the bargaining unit a copy of the Collective Bargaining Agreement as well as a membership form provided to the Employer by TAIMS.

K. Staff Meetings

TAIMS or its designee shall have the right to propose agenda items for site staff or all staff meetings and for no less than five (5) minutes at the end of staff meetings to make brief announcements.

MANAGEMENT RIGHTS

1. It is understood and agreed that the Employer retains all of its powers and authority to direct, manage, and control to the full extent of the law.
2. The Employer's exercise of its powers, rights, authority, duties, and responsibilities; the adoption of policies, rules, regulations, and practices 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 law in effect during the term of the Agreement.
3. The exercise of any right reserved to the Employer herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the Employer's right or preclude the Employer from exercising the right in a different manner, nor does TAIMS waive any rights guaranteed by law.
4. Any dispute arising out of, or in any way connected with, either the existence of or the exercise of any of the reserved rights of the Employer is not subject to the Grievance procedure.

PRESERVATION OF WORK

The parties to this Agreement recognize that the duties and work performed by the bargaining unit described in the Recognition article shall be performed only by unit members and shall not be subcontracted or otherwise transferred out of the bargaining unit. The parties recognize that nothing in this Article shall prevent the utilization of day-to-day substitutes for temporary

and appropriate coverage of unit members as referred to in other Articles of this Agreement or using special education teachers employed or allowed by the SELPA.

In order best to ensure success of our teachers and students, and in an effort not to have to prematurely separate teachers from employment, AIMS proposes employment status be addressed in the labor contract as follows:

EMPLOYMENT STATUS

- A. During the first four complete years of service with the Employer, bargaining unit members shall be employed in an introductory period status. Bargaining unit members in their introductory period serve at-will without access to grievance or appeal of any discipline or termination.
- B. Notice of hire for the next year during the introductory period must be provided no later than April 20 of the school year in which the hire notice is given.
- C. After the first four complete years of service, unit members shall be moved out of this introductory period upon receipt of a satisfactory or better evaluation at the end of their fourth year.
- D. Unit members who have served at AIMS for up to four years as of June 15, 2018 will be given credit for such time toward completion of the introductory period.
- E. If a bargaining unit member, including a long-term substitute, is in contract paid status for seventy-five percent (75%) or more of the number of days in the work year, then that year shall count toward one (1) year of introductory period service. Completion of the introductory period will be based on continuous employment without a break in service.
- F. Upon completion of the introductory period, unit members shall only be disciplined or discharged in accordance with the just cause provisions of this Agreement.

HOURS, DUTIES, WORK YEAR

- 1. Work Year
 - A. For 2018-19 only: Unit members in their first or second year at AIMS shall work 204 total days, including 194 instructional days and 10 pupil-free professional

development days. Unit members in their third or higher year at AIMS shall work 200 total days, including 194 instructional days, six pupil-free professional development days, and with the option for an additional four pupil-free professional development days.

B. Beginning in 2019-20: All unit members shall work 204 total days, including 194 instructional days and 10 pupil-free professional development days.

C. Calendars

The school calendars, including but not limited to the first and last days of instruction, testing schedules, non-school days, minimum days, and early dismissal days, shall be subject to negotiations between the parties each year. The parties agree to begin negotiations in good faith in sufficient time to reach agreement on the school calendars no later than February 15 each year, having in mind that there are many stakeholders in the school community beyond AIMS administrators, TAIMS, and unit members. Parties may agree to up to three years of calendar.

D. The impact of any changes to the bell schedules shall be subject to negotiations between the parties.

2. Work Day

The work day shall include the student day and professional development. The work day shall not include a half-hour duty free lunch period. The regular work day ordinarily shall not exceed eight (8) hours. However, additional hours may be required as set forth below under "professional obligations." Unit members will report to work no later than 30 minute before the start of student instruction.

A. Staff Meetings & Professional Development

i. Unit members are required to attend staff meetings or professional development meetings as directed by AIMS. These meetings shall ordinarily be scheduled at the beginning or end of the school year, on early dismissal days, adjacent to school holidays, or at such other times as are set forth in the school calendar.

ii. Unit members may propose agenda items for staff meetings.

iii. Unit members may propose content for professional development.

B. Professional Obligations

In addition to other onsite obligations specified herein, unit members will participate in the below regular professional obligations, whether or not performed during the normal workday: Open House and Back to School Night, and staff meetings. In addition, in order to accommodate scheduling needs of all required participants such as parents and other providers, other meetings such as Parent Teacher Conferences, IEP meetings, 504 meetings (in the event a unit member is required to attend), SSTs, and any other required meetings may have to be scheduled outside the regular workday as defined herein; however, the Employer will use its best efforts to schedule such meetings during the regular work day.

C. Coarse Load

The Employer will use its best efforts to assign no more than two different courses to secondary teachers. In order both to meet program needs and to maximize full-time employment opportunities, however, more than two different courses may have to be assigned some teachers in the secondary grades.

3. Preparation Time

A. Preparation time is intended for the preparation of the subjects and courses each unit member is assigned to teach. Preparation time shall include pupil free time during the instructional day. Unit members shall not be required to attend professional development or staff meetings or perform supervisory or classroom teaching functions during preparation time without additional compensation. All unit members shall be allowed at least 300 minutes of preparation time per week.

B. Coverage: On occasion, AIMS may request a unit members to cover a class when there is no qualified substitute or qualified non-unit staff member. Coverage includes splitting up a class between two (2) or more unit members. Volunteers will be sought first before assignment of a unit member. Assignment of unit members for coverage shall be on a rotating basis. For coverage rendered, unit members shall be compensated an additional \$50 per class covered.

4. Duty Free Lunch

Each unit member shall be entitled to duty-free lunch periods of no less than thirty (30) minutes, which time shall not count toward the required work day.

5. Working conditions

It is the intent of AIMS that all full time teachers be assigned a room within which to provide instruction, to prepare, and to engage in other required duties. However, the parties recognize that room-sharing and room rotation may continue to be part of the educational program. Any room assignments that are provided are intended to remain the same for the school year.

CLASS SIZE

1. General Provisions:

As used in this Article, the term “unit member” or “position” refers to a full time equivalent (FTE) classroom teacher or position.

2. Class Size Ratios:

A. In assigning students to classes, AIMS shall maintain a ratio of 30:1 (enrolled students to one teacher) except as specified otherwise in this Article.

B. PE: Class size shall not exceed 45:1

C. Foreign Language: Class size shall not exceed 45:1.

D. The following criteria shall be considered in determining class size:

- a. Student welfare
- b. Instructional goals
- c. The physical limitation of a classroom or building
- d. Equipment/stations available per student
- e. Space needed to insure performance and evaluation of students
- f. Teacher work space and storage.

E. Counselors, special education teachers, certificated non-unit employees, and classified personnel shall not be utilized in the computation or application of the class size ratios listed above.

3. Equalization of Class Sizes / Overage:

The Employer shall equalize class size within grade levels and courses within twenty-five (25) student days of the start of school. After 25 days, for any class with one teacher and

more than the specified number of enrolled students, AIMS will pay the unit member a \$200 stipend per class per semester that the overage occurs.

ASSIGNMENTS AND VACANCIES

1. Definitions

- A. An “Assignment” is the initial placement of a unit member in a department, grade, or content area for which s/he holds an appropriate credential.
- B. A “Re-assignment” is the change of the initial placement of a unit member from one department, grade, or content area to another department, grade, or content area after the initial placement has been announced to the unit member.
- C. An “Incumbent unit member” is a currently employed unit member.
- D. A “Transfer” is a move from one campus to another. A transfer may involve a change in grade or content area as long as the move involves changing worksite. A transfer would not include a reconfiguration whereby one or more entire grade levels are moved from one campus to another.
- E. A “Vacancy” is any position that does not have a unit member assigned to it that AIMS has determined to fill. This does not include short-term vacancies of one year or less to be filled on a temporary basis only. This includes any vacated or promotional position whose work is part of the bargaining unit, or any newly-created position determined pursuant to procedures in the Recognition article, to be part of the bargaining unit.

2. Assignments

- A. Unit members shall be notified of their final assignments for the next school year on or before June 30, subject to change by July 15 consistent with programmatic needs upon receipt of enrollment information.
- B. Assignments shall not be changed except as specified in Sections 3 and 4 of this article.

3. **Voluntary Transfers and Reassignments**

- A. A unit member may request a transfer or reassignment at any time when a vacancy exists. The Employer shall follow the procedures in Section 5, Vacancies, of this Article when a unit member requests a transfer or reassignment.

4. **Involuntary Transfers and Reassignments**

- A. Involuntary transfers or involuntary reassignments may only be made as specified in Section 4.B of this Article.
- B. The Employer may make involuntary transfers or reassignments of a unit member or members for programmatic needs, changes to enrollment, or other operational necessity as deemed necessary by the Superintendent or Board, as follows:
- a. The Employer shall notify the member and TAIMS in writing and shall meet with TAIMS and member prior to making a decision to make involuntary transfers or reassignments to demonstrate the reason for the transfer or reassignment.
 - b. The Employer shall determine positions needed by department and/or content area.
 - c. Unless the reason for the transfer or reassignment dictates otherwise, the Employer will try to fill the positions needed by first seeking volunteers by department and/or content area and needed credential.

5. **Vacancies**

- A. Upon knowledge of vacancies, the Employer shall advertise vacant positions internally and shall notify all staff via an email list of vacancies as they become available. The list shall contain:
- a. A closing date, which is at least five (5) working days following the posting date
 - b. A job description
 - c. Credentials and qualifications necessary to meet the requirements of the position
- B. Vacancies shall be posted internally for forty-eight (48) hours in advance of posting externally.
- C. Unit members shall, upon request, be notified by email or U.S. mail of any vacancies which may arise during summer recess or a period of leave. The unit

member's request must be in writing and must include an email address or a mailing address.

- D. If a request for a reassignment is denied, the unit member, upon request shall be granted a meeting with the Head of School or designee and Human Resources to discuss the reason(s) for the denial. The unit member may request a TAIMS representative be present during this meeting. Following the meeting the unit member shall, upon request, receive written reason(s) for the denial.

LEAVES OF ABSENCE

A. Sick Leave

a. Accruals

- (i) Unit members shall be entitled to 10 days of sick leave per year with full compensation (for 2018-19: 11 days).
- (ii) All unused sick leave up to a cap of 72 hours shall be carried over to the next school year.
- (iii) A unit member who is employed for less than a full school year shall have sick leave prorated.

b. Use of Leave

- (i) Leave may be used for personal illness, injury, time off to care for family or dependents due to illness or injury. Family includes parent, spouse, domestic partner, child, grandchild, brother, sister or grandparent by blood or marriage.
- (ii) Sick leave may also be taken by unit members who are victims of domestic violence, sexual assault, or stalking, because of his or her own need, related to such experiences.
- (iii) Sick leave can be taken in 2 hours increments.
- (iv) If a unit member is aware of the need to utilize sick leave prior to noon of the day prior to the scheduled work day, the unit member shall call or email the site leader and HR, or designee, as soon as the need for the absence is known. Otherwise the unit member shall notify the site leader and HR, or designee, no less than two (2) hours prior to the start of the work day, unless the situation is an emergency.
- (v) Unit members shall notify the site leader and HR, or designee, as soon as possible of the need to extend an absence.

(vi) If a unit member is absent more than three (3) days due to illness, the Employer may request medical verification of the illness.

(vii) A unit member who leaves the school who has used more sick leave than earned shall have the cost of the excess leave deducted from his or her final paycheck.

B. Unpaid Leave of Absence

Upon approval by the Employer, a unit member may be granted an unpaid leave of absence. The unit member shall agree to a designated date or specific period to return to active work as part of the approval process. Approval will not be unreasonably denied.

C. Family Medical Leave Act, California Family Rights Act, California Pregnancy Disability Act and Family Leave

a. The Employer shall comply with the Family Medical Leave Act and the California Family Rights Act and shall maintain compliant policies with all related legal requirements.

b. AIMS shall comply with the California Pregnancy Disability Act and shall maintain compliant policies with all related legal requirements.

c. Family Leave

(a) Unpaid leave may be granted for the birth of a child, placement of child for adoption, or placement of a child for foster care for up to 12 weeks. Family leave must be completed within twelve (12) months of the birth, adoption, or foster placement. Family leave will be governed by the regulations under leaves known as the Family Medical Leave Act, California Family Rights Act, and California Pregnancy Disability leave.

(b) Employees may use all available sick leave to supplement State Disability Insurance, Family Leave, or other benefit payments.

(c) After a unit member has exhausted all available sick and continues to be absent from his or her duties on account of illness, accident, or birth or adoption of a child, the unit member shall receive their salary minus the cost of a substitute teacher for up to five school months. An employee shall not be provided more than one five-month period per illness, accident, or birth or adoption of a child. However, if a school year terminates before the five-month period is exhausted, the Employer may allow the employee to take the balance of the five-month period in the following school year if the same

condition for which the leave was granted continues into that following school year.

- (d) A physician shall determine the date on which the unit member is capable of resuming duties.
- (e) Consistent with legal requirements, the unit member on leave shall be entitled to return to their same position held immediately before commencement of the leave.

D. Industrial Injury Leave (Workers' Compensation)

The Employer shall provide insurance coverage for unit members in case of work-related injuries.

E. Military and Military Spousal Leave of Absence

The Employer shall comply with all applicable military service leave laws, including the Uniformed Services Employment and Re-Employment Rights Act (USERRA), and shall maintain compliant policies with all related legal requirements.

F. Bereavement Leave

- a. Unit members are entitled to up to three (3) days paid bereavement leave in addition to sick leave due to the death of a spouse, registered domestic partner, child, parent, or sibling, or such relation of the unit member's spouse or registered domestic partner.
- b. Unit members are entitled to up to three (3) days paid bereavement leave or five (5) days if a funeral is more than 500 miles from the unit member's home.
- c. If more than one such death occurs simultaneously, the leaves may be taken consecutively.

G. Jury Duty or Witness Leave

- a. Unit members, while serving jury duty or testifying as a witness, shall receive full pay during such duty, provided any amount of jury duty service, excluding expenses, is paid over to the employer.
- b. Unit members shall notify the administrative designee and submit a copy of the jury duty subpoena no later than two (2) days following receipt.
- c. Upon return to work, employees shall submit a copy of certificate of service, or similar proof of service.

H. Voting Time Off

- a. In the instance where a unit member does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the unit member may take off enough working time to vote.
- b. Such voting time off shall be taken at the beginning or the end of the regular working shift.
- c. Such unit member will be allowed a maximum of up to two (2) hours of time off during an election day without a loss of pay.
- d. If the unit member knows or has reason to know by the third day prior to the day of the election that he or she will need time off to vote, the unit member shall give the Employer at least two working days' notice of the need for the time off set forth herein.

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REDUCTION IN FORCE

1. Scope

Layoffs may occur due to programmatic needs, declining enrollment or reduction in funds. Prior to considering any layoff of unit members, the employer shall meet with TAIMS to discuss the impact of the layoff. The final decision to implement layoffs shall be made by the AIMS Governance Board. The employer's decision to conduct a layoff is not subject to the grievance procedure.

2. Notice

No later than April 20, unit members subject to layoff shall be given advance written notice of the layoff with an effective date of June 30.

3. Procedure

If layoffs take place, the following procedure shall be followed:

- A. The Administration determines the department(s), classification(s), or worksite(s) in which the layoff will occur.
- B. Individuals selected for layoff shall be selected based on seniority; however where special skills and abilities, or particular credentials or certifications are required due to programmatic need, then seniority shall not be the only criterion in selection for layoff. "Special skills and abilities" includes bilingual

skills, recent expertise in STEM extracurricular activities, documented training establishing expertise in teaching particular student populations, documented extra-curricular coaching ability or ability to teach electives, displayed success in implementing the AIMS model as demonstrated in quantifiable and qualifiedly measured achievement. Should a "special skill or ability" not listed here be sought as a criterion for layoff, it shall only be used where the parties have first met and conferred on its acceptability.

- C. Before issuing a RIF notice to any member, volunteers shall be sought first. Potential volunteers must be notified that they have no return right (other than the rehire list in Section 5, below).

4. Order of Lay-Off

- A. For purposes of this Article, a unit member's seniority date is the date on which he or she began regular employment in the bargaining unit. For any unit member with a break in service, the most recent date of regular employment is the seniority date. For the purpose of this article, a break in service is defined as an unpaid leave of absence of 12 (twelve) months or more, or a separation of employment.
- B. In the event two or more members share the same seniority date, the tie will be broken by random lottery conducted in the presence of at least one TAIMS Representative and the affected member(s) or designee(s).

5. Rehire List

Individuals who have been laid off shall be placed on a reemployment list for a period of 12 months following April 20 and shall be informed in writing of any and all vacancies in the bargaining unit for which they are credentialed and qualified and which AIMS intends to fill. Individuals shall be offered reemployment in order of seniority, and/or particular credentials or certifications per subsection 3.B, above, as defined herein:

- A. If and when a position opens between the time the initial notice was given and April 20 of the following school year, it must be offered to the highest ranked unit member on the Rehire List who holds the appropriate credentials or certifications. The offer is to be made by phone call and via certified mail to the address on file for the unit member. The unit member shall have ten (10) calendar days from the date of the notice to respond to the offer.
- B. Unit members who decline an offer of reemployment for a position requiring a different credential from the position from which they were laid off will continue to be on the Rehire List but they will no longer be eligible for a

reemployment offer for a position requiring a credential for the position they declined.

- C. During the 12-month period from April 20 to April 20 of the following year, no prospective employee may be offered a position until every qualified unit member on the Rehire List has been offered reemployment for a position requiring that credential.
- D. When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service but for all purposes (except the introductory period) will be treated as time spent on an unpaid leave of absence.

6. Grievance Procedure

The employer's decision to conduct a layoff is not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement.

DISCIPLINE & DISCHARGE

A. Discipline or Discharge For Just Cause.

- a. No unit member who has successfully passed the introductory period as specified in the Employment Status article shall be disciplined or terminated without just cause.
- b. Discipline shall be consistent with the principles of progressive discipline as specified below in subsection D.
- c. Discipline shall be imposed as soon as practicable after the Employer is aware of the conduct giving rise to the discipline and has a reasonable period of time to investigate the matter.

B. Confidentiality

- a. When imposing and investigating discipline, the Employer, the Union, and the employee(s) shall maintain confidentiality consistent with legal requirements and standards related to professionalism.
- b. In all cases of disciplinary action, privacy appropriate to the professional relationship shall be maintained by AIMS, TAIMS, and the employee(s) involved.

C. Investigatory and Disciplinary Meetings

When an administrator has a conference with an employee in which the employee reasonably believes that his or her statements in the meeting may result in discipline, the employee has the right to request a TAAMS or other representative. No such meeting will be unreasonably delayed due to the unavailability of a particular person to serve as such representative.

D. Progressive Discipline

- a. Typically, disciplinary action shall be progressive in nature, which generally includes the following progression: oral warning; written warning or reprimand; and suspension without pay. However, progressive discipline need not be followed where the nature of the conduct, the repetitive nature of the occurrences or incidents, or other factors reasonably support the conclusion that progression of discipline would not correct the conduct, or where the egregious nature of the conduct otherwise warrants skipping any step of the progression.
- b. Progressive discipline does not necessitate that the Employer use a more severe disciplinary action than the preceding action for a repeated offense.
- c. Progressive discipline is intended to correct employee misconduct. As such, all disciplinary action shall include specific recommendations to correct the misconduct.
- d. Typical Progressive Discipline Steps. When progressive discipline is followed, the following steps will generally be utilized.
 - i. Oral Warning
 1. An oral warning may but need not be reduced in writing to a post-conference summary memorandum to be placed in the personnel file. If it is so memorialized and placed in the personnel file, the employee has the right to provide a written response which shall be attached to the memorandum.
 - ii. Written Warning or Reprimand
 1. A written warning or reprimand will be placed in the personnel file. It shall be presented to the employee who will have the right to provide a written response which shall also be included with the written warning or reprimand for inclusion in the personnel file.

iii. Suspension Without Pay

1. Suspensions without pay may be implemented for up to fifteen (15) days. The suspension may imposed either as unpaid time off work, or an equivalent reduction in pay spread out over a longer period while remaining in active status.
2. The salary effects of that suspension shall not be implemented until after the unit member is first provided written notice of the intended action, any documents upon which the intended action is based, and the opportunity to be heard, accompanied by a TAIMS or other representative, at a meeting with an AIMS representative uninvolved in the underlying incident or cause.

v. Termination of Employment

F. Suspension or Dismissal Process

- a. A written Notice of Intent to Suspend without Pay or Terminate shall be given to the employee prior to imposing a suspension without pay or termination from employment, and shall contain the following information:
 - i. The type and effective date of disciplinary action intended;
 - ii. The reasons for the proposed discipline;
 - iii. A factual summary of the basis for the charges;
 - iv. A copy of all written charges, materials, reports, and/or documents upon which the discipline is based;
 - v. Notice of the employee's right to grieve in accordance with the Grievance article.

G. Right to Grievance

- a. All discipline which carries a loss of pay is subject to the grievance procedure as outlined in the Grievance article.
- b. In any hearing before a Grievance Panel, the Employer shall proceed first in providing evidence and shall bear the burden of proof by the preponderance of evidence.

H. Access and Response to Critical Material in Personnel Files

- a. Employees will be given copies of any conference memos, written warnings, written reprimands, and any other material placed in their personnel file and a statement of the employee's right to grieve disciplinary actions that would carry with it a loss of pay.
- b. All disciplinary documents on matters not involving harm to students will be removed from the unit member's personnel file after the passage of three (3) years without a recurrence of the same or similar conduct.

I. Complaints

When the employer receives a document which contains allegations critical of an employee's performance or character, or which charges commission of an unlawful or immoral act, or violation of any school policy, the following conditions shall apply:

- i. If the document came from a member of the public, the matter shall first be investigated. Except in compelling circumstances such as the need for confidentiality, a need to protect the privacy of students, or a pending investigation, the employee shall be furnished a copy within ten (10) days of the school's receipt of the document. The document shall not be placed in the personnel file unless it is reasonably determined that the allegations have some substance or plausibility and is signed by the complainant. In any event, if the document is either retained and/or placed in the employee's personnel file, the employee shall be given a copy and be given a reasonable opportunity to attach a reply.
- ii. If the complaint results in disciplinary action, the processes required in this Article shall apply.

GRIEVANCE

1. Definitions & General Conditions

- a. A grievance is a claim by one or more unit member or TAIMS, that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

b. A “day” is a bargaining unit work day as set forth in this Agreement.

2. Right to Representation

a. A grievant may be represented at all stages of the grievance by a TAIMS Representative(s). A copy of the grievance will be issued to all affected parties.

3. No Reprisals

a. No reprisals of any kind will be taken by the Employer or by TAIMS for participation in the grievance process.

4. Informal Procedure

- a. The grievant shall first discuss the grievance with the appropriate administrator or Head of School or designee, with the objective of resolving the matter informally. The grievant, may however, authorize a TAIMS Representative to represent him/her.
- b. This conference must be requested within ten (10) days of the alleged violation or within ten (10) days of when the grievant knew or should have known of the alleged violation.

5. Level 1: Formal Procedure: Written Grievance

If the matter is not resolved informally, the grievant may submit the claim as a formal grievance to the appropriate administrator or Head of School or designee as a formal, written grievance no later than ten (10) days after the informal conference. Failure timely to request the informal conference pursuant to subsection 4, above, waives the right to grieve.

The grievance shall include (i) a full description of the grievance including how the grievant was adversely affected, (ii) the section or sections of this Agreement alleged to have been violated, (iii) the date on which the alleged violation occurred, and (iv) the remedy sought.

- b. The grievant, TAIMS, or the Head of School or designee may request a Level 1 conference. If requested, such conference shall be held within five (5) days after such request in an effort to resolve the matter.
- c. Within seven (7) days after receipt of the grievance or after the Level 1 conference, the Head of School or designee shall render a decision in writing, together with supporting reasons.

6. Level 2: Formal Procedure: Appeal to HR/Designee

a. Within seven (7) days of receipt of the decision at Level 1, or if no decision is rendered within the required time, upon the day following the due date of

such decision, if the grievant is not satisfied with the decision, the grievance may be appealed to the Human Resources Officer or designee.

b. Within seven (7) days after receipt of the appeal to Level 2, the Human Resources Officer or designee shall meet with the grievant, and if requested by the grievant, a TAIMS representative, with the objective of resolving the grievance.

c. Within seven (7) days of the meeting the Human Resources Officer or designee shall notify the grievant in writing of his or her decision. If no decision is received, the grievance may be appealed to mediation and/or the Grievance Panel.

7. Level 3: Formal Procedure: Appeal to Superintendent/Designee

a. Within seven (7) days of receipt of the decision at Level 2, or if no decision is rendered within the required time, upon the day following the due date of such decision, the grievance may be appealed to the Superintendent or designee.

b. Within seven (7) days of receipt of the appeal to Level 3, the Superintendent or designee shall render a decision in writing, together with supporting reasons.

8. Mediation

If the grievant is not satisfied with the decision rendered at Level 3, within seven (7) days of the due date of such decision the parties may proceed to mediation if the parties agree to do so. Mediation shall be with a mutually-agreed upon mediator, with any costs split equally between the parties, and shall be confidential and non-binding. If mediation does not result in a resolution of the grievance, TAIMS in its own discretion may submit the grievance to a final and binding Grievance Panel upon written notice to the Office of the Superintendent within fifteen (15) of the last mediation date.

9. Level 4: Grievance Panel Formal Procedure

a. If the parties have not utilized the mediation step, then within 15 (fifteen) days of receipt of the decision at Level 3, or if no decision is rendered within the required time, upon the day following the due date for such decision if the grievant is not satisfied with the decision, TAIMS may submit the grievance to a final and binding Grievance Panel upon written notice to the Office of the Superintendent.

b. The TAIMS Representative and the Human Resources Officer shall meet within five (5) days of notification to select a Grievance Panel. The panel shall comprise an equal number of representatives selected by each party, not to exceed two representatives each, plus one third-party neutral. The neutral shall be jointly selected by TAIMS and the Employer. If no neutral is agreed upon, the parties shall

request a list of 7 (seven) neutrals from the State Mediation and Conciliation Service. The parties shall select by alternately striking names on the list until one name is left.

- c. The conduct of the hearing shall be at the discretion of the Grievance Panel who shall be governed by commonly accepted rules of procedure for holding Grievance Panel hearings.
- d. The Grievance Panel shall have no power to add to, subtract from, disregard, alter, amend or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement.
- e. The Grievance Panel shall render a written decision to all parties as soon as practicable.
- f. The Grievance Panel's decision shall be final and binding upon the grievant, the employer, and TAIMS. California law on final and binding arbitration awards shall be applicable to such decision.

10. For all Termination hearings, the Grievance Panel's authority on remedy is limited as follows:

- 1) The Grievance Panel shall have no power or authority to order reinstatement of employment.
- 2) An employee shall suffer no loss of pay prior to decision of Grievance Panel.
- 3) If the Grievance Panel finds no just cause for termination, then the termination shall be converted to a voluntary resignation effective the date of the Grievance Panel's decision, and the Grievance panel may award up to two (2) months' pay to the grievant.

11. All fees and expenses of the Grievance Panel shall be shared equally by TAIMS and the employer. Each party shall bear the expense of presenting its own case. A transcript of proceedings shall not be required, but either party may order a transcript at its own expense. If the other party at any time desires a copy of the transcript, it must share equally the cost of the reporter and transcript.

12. Nothing shall prevent an extension of the timelines as specified herein if mutually agreed to in writing by both parties.

13. Miscellaneous

- a. The grievant and the TAIMS Representative (if a member of the bargaining unit) shall be provided with reasonable time to attend any grievance meetings with the employer. For Grievance Panel hearings, the grievant and witnesses as required shall be afforded reasonable release time.

- b. Where a grievant is not represented by TAIMS, the employer shall promptly furnish to TAIMS (at its central office) a copy of the grievance. If the grievance is withdrawn without a settlement, the employer shall so notify TAIMS. The employer shall not agree to a final resolution until TAIMS has been notified of the proposed resolution and been given an opportunity to state in writing its views on the matter. Notwithstanding this subsection, the decision to advance a case to Level 4 Grievance Panel rests solely with TAIMS.

ACADEMIC FREEDOM

- a. In performing teaching duties, unit members shall have reasonable freedom, within the bounds of the law, to express their opinions on all matters relevant to the course content, in an objective manner. If a teacher's views are expressed on controversial issues, then reasonable effort shall be made by the unit member to provide students with sufficient information on all sides of the issue so that alternatives can be discussed and evaluated on a reasonable basis. In no event may a unit member utilize his or her position to indoctrinate or attempt to influence students with the teacher's own personal, political, or religious views.
- b. Unit members may choose materials and topics within the AIMS-determined curriculum. In all cases, however, these topics and materials shall: be within the Standards of the State of California; be within the content of the charter-approved curriculum and course outline; be among the AP-approved books as determined by AIMS; align with Common Core standards; be grade-appropriate for the grade level of the class; be within the College Board approved syllabi; and meet the University of California (a) to (g) requirements. Unit members may volunteer to serve on the curriculum committee to provide input.
- c. For purposes of equity and consistency in grading practices, and based on researched measures, teachers shall follow the grading guidelines established by AIMS. When adhering to grading guidelines established by AIMS, the teacher's grade will be final in the absence of mistake, fraud, bad faith, or incompetence.

EVALUATION

Side letter: Joint Evaluation Review Committee

The Parties agree to form a joint committee of equal number of union and management representatives, but no less than two representatives each, called the Joint Evaluation Review Committee. The Committee shall convene no later than three (3) months following ratification and approval of the collective bargaining agreement. The Committee will review no less than

three employee evaluation systems currently used by AIMS and two (2) other charter systems performing quantitatively higher than AIMS Schools as measured by nationally-normed assessments. The charter systems are not required to be within the State of California. The Committee shall make a recommendation to TAIMS and AIMS bargaining teams no later than one year after the Committee's first meeting, who shall review the recommendation and bargain in good faith with the intent to reach an agreement on an evaluation procedure for AIMS. Substitutes will be provided during working hours for the committee to meet.

SAFETY

- A. The Employer shall comply with all applicable California health and safety laws and regulations. All unit members are required to cooperate to the best of their ability in the prevention of accidents to themselves or others.

- B. The Employer shall make every reasonable effort to provide facilities that are clean, safe, and maintained in good repair and otherwise maintain a safe place of employment. Pursuant to relevant laws, rules and regulations referenced herein, employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health and safety.

- C. **Written Report on Unsafe Conditions.** Unit members have the right to report to the Head of School or Head of Division, or designee as appropriate, in writing, any condition that may have a detrimental effect on the health, safety, or well-being of students, employees or other persons. This would include any unsafe, hazardous, unhealthy, or potentially dangerous working condition. Procedures for reporting and follow-up shall be determined by the Employer, reviewed at least annually, and distributed to unit members each year.

- D. In cases of accident, unit members who are required to drive their automobile during work time will be covered under the school's secondary insurance plan.

- E. **Immediate Report of Assault.** Unit members shall report cases of assault or attacks suffered in connection with their employment to the Head of School, or Head of Division, or designee as appropriate, or immediate supervisor. The Employer shall contact local law enforcement as necessary. The Employer shall also release the employee from duty without loss of pay or benefits when he/she is required to make a

statement to the police or appear in court in connection to the incident. There shall be no reprisals to the unit member for making reports to law enforcement. A unit member who is the victim of an assault, attack or threat, verbal or physical, and who so requests, shall be immediately released from duty for no more than two (2) days. The release day(s) shall not be charged against the unit member's accrued or accumulated leave.

- F. **Infectious or Contagious Disease.** Unit members shall report any suspected infections or contagious disease that the unit member believes endangers safety. Students suspected of having a contagious disease shall be sent to the school office. The Employer will follow the recommended Alameda County protocol or policy related to that infectious or contagious disease. The unit member(s) affected shall be notified regarding the nature of the suspected disease and the steps taken by the Employer deemed necessary once confirmed in writing by a medical professional, to protect the safety of the employee(s) and students.

- G. Unit members who deem their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Head of School, or Head of Division or designee as appropriate. Prior to returning the student to that unit member's class, the Head of School or Head of Division or designee as appropriate, shall communicate with the teacher what action has been taken regarding the student except in cases where student or personnel confidentiality protects such information. The unit member and Head of School or Head of Division or designee as appropriate shall confer on the plan for returning the student to class. The determination by AIMS on returning the student to class shall be final.

- H. In accordance with applicable law, a teacher may use physical control only as is reasonably necessary to prevent injury to themselves, to the student, or others.

- I. In accordance with the law, unit members shall be notified concerning any students under their care who are subject to an IEP or 504 Plan which identifies any specific dangerous propensities of such students. Unit members shall also be notified when a student on their roster has been expelled from their previous school for a violent or dangerous act, if the Employer possesses such information.

- J. In responding to disruptive persons on campus, unit members may request the Employer to take appropriate action to eliminate such disruption.

- K. In the event of an emergency closure of Employer facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the Employer shall negotiate said days with the Union.

- L. The Employer shall provide each classroom with class rosters, first aid kits and related materials, including first aid book, examination gloves, flashlight, and basic first aid supplies. Employees shall have access to am/fm radio, blankets, water, and food packages.

- M. Each unit member shall be provided with a two-way radio or alternative telecommunications device that shall enable the unit member to contact the main office and/or school security personnel. The Employer shall ensure that all devices and systems of communication function properly when given to the employee and shall provide sufficient training for all staff on the use of the provided devices and systems.

CONCERTED ACTIVITIES

TAIMS agrees that it will not authorize, engage in, support, or sanction any strike, work stoppage, slow-down, sympathy strike, picketing, or other concerted refusal or failure to fully and faithfully perform assigned duties, job functions, or responsibilities, or any other interference with the operations of the Employer by the exclusive representative or by its officers, agents, or members, during the term of this Agreement.

TENTATIVE AGREEMENTS ALREADY REACHED

AIMS proposes that all tentative agreements signed or agreed upon by this date shall also be part of the Collective Bargaining Agreement (Savings, Recognition, Organizational Security, Assignability, and Technology).