

## ARTICLE 5

### ALTERNATIVE EDUCATION

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#### 5.1 Definition:

A. Alternative education provides methods of adapting educational programs to meet the individual needs of students and at the same time providing a vehicle for examining new ways of learning in a changing society. For the purpose of this Agreement, Alternative Education includes continuation school and any program that falls outside of the comprehensive high school.

B. Prior to implementation of any program or position of Alternative Education that requires a deviation from the collective bargaining agreement and upon the demand to bargain by the Association, the parties agree to meet and negotiate as soon as possible on the impacts and effects of the terms and conditions of employment of unit members serving in any Program of Alternative Education not currently referred to in this Agreement.

#### 5.2 Alternative schools and programs referred to specifically in this article are:

- A. Palomar High School
- B. Options Secondary School and Associated Programs
- C. Independent Study Learning Centers
- D. Community Day School
- E. Individualized Instruction Teacher/Independent Study Program

#### 5.3 Modifications:

The parties agree to the following modifications to the provisions of Articles 1-38 of this Agreement as they affect unit members serving at schools and/or Programs of Alternative Education delineated in Section 5.2 above. All provisions of Articles 1-38, not modified herein, shall apply as they affect unit members serving at Programs of Alternative Education.

- A. **Palomar High School**

1. All transfers into or out of a Palomar High School schedule shall be in accordance with Article 37, Transfer.
  
2. The Palomar High School calendar shall be established in accordance with Article 12, Duty Hours/School Calendars.
  
3. The extended day program at Palomar High School shall consist of a ten (10) period day. The on-site duty hours for unit members shall be seven (7) hours and fifteen (15) minutes including a duty free lunch.

Due to the unique ten (10) period schedule of the Palomar High School program, a unit member's duty free lunch period will be designated as a block of time corresponding to one (1) of the periods that falls within the unit members seven (7) hour and fifteen (15) minute duty day. In construction of the master schedule, all attempts will be made by the principal to comply with the unit member's expressed needs when designating his/her duty free lunch period.

This designation shall not be made in an arbitrary or capricious manner. By mutual agreement of the site principal and the unit member, a member's lunch period and preparation period may be interchanged.

This supersedes the provisions of Section 12.1 of this Agreement.

4. The average class size at Palomar High School shall not exceed twenty-one to one (21:1) excluding physical education, work experience, and independent study. This twenty-one to one (21:1) average represents a school-wide average.
  
5. The Palomar High School FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.

The at-large FAC members will be democratically selected by the end of the third week of semester I each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

6. For the purpose of STRS contributions a 1.0 FTE shall be based on a one hundred eighty-four (184) day work year. Additional workdays shall be counted in the calculation of benefits in accordance with STRS regulations.

## **B. Options Secondary School**

1. Work Year: A minimum of one hundred eighty-four (184) workdays in a flexible calendar, which may include elements of both traditional and year-round schedules, shall be assigned to unit members in the program.

2. Workday/Workweek: The regular workday will be in accordance with Article 12. However, the workday may be established between the hours of 7:00 a.m. and 9:00 p.m. Current employees in the program will not be arbitrarily placed in positions which dramatically change their current hours.

3. FAC: The Options Secondary FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.

The at-large FAC members will be democratically selected by the end of the third week of September each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.

If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.

### **C. Independent Study Learning Center**

1. Teachers assigned full-time to the Learning Center shall be compensated in accordance with the regular salary schedule plus an additional one-sixth (1/6) per diem.

2. Full-time teachers shall be assigned to an eight and one-quarter (8¼) hour workday, including a thirty (30) minute duty free lunch. Teachers shall be assigned up to three (3) two (2) hour instructional blocks of time. The remaining time shall be for conference and preparation.

Fifty-five (55) minutes shall be designated as preparation time. Fifty (50) minutes shall be designated as time for calling parents, conferences with parents and/or students, calling students, and other related activities directed by the principal.

3. STRS credit shall be in accordance with STRS regulations.

4. A minimum of one hundred eighty-four (184) workdays in a flexible calendar shall be assigned to unit members in the program which may be different from the regular work year calendar. Time off without pay shall be developed with input from the Learning Center with the approval of the principal.

The Director of Alternative Programs will determine the number of available workdays for each year. The work year schedule, including scheduled hours of assignment, will be established by the principal at each site after first consulting with the Learning Center team. The basic work year schedule will be established by the principal by June 1 of each year. Additional workdays, which may be less than a full workday, shall be compensated at a pro rata per diem rate of pay based upon Section 5.3B.1 above. Additional workdays are voluntary.

The principal and the Learning Center team will discuss time off periods for the purpose of scheduling non-duty days for individual unit members. It is the intent of the parties that time off will be mutually agreed upon between the principal and the Learning Center team. If mutual agreement is not reached, preference for scheduling time off shall be given to unit members based upon service with the District. No job-a-likes will be scheduled off during the same time period unless waived by the principal.

#### **D. Community Day School**

1. Teachers assigned full-time to the Community Day School shall be compensated in accordance with the regular teacher's salary schedule plus an additional one-sixth ( $1/6$ ) per diem.

2. Full-time teachers shall be assigned to an eight and one-quarter ( $8\frac{1}{4}$ ) hour workday including a thirty (30) minute duty free lunch. Teachers shall be assigned 360 instructional minutes. The remaining time shall be for conference and preparation.

Fifty-five (55) minutes shall be designated as preparation time. Fifty (50) minutes shall be designated as time for calling parents, conferences with parents and/or students, calling students, and other related activities directed by the principal.

3. STRS credit shall be in accordance with STRS regulations.

4. A minimum of one hundred eighty-four (184) workdays in a flexible calendar shall be assigned to unit members in the program which may be different from the regular work year calendar. Time off without pay shall

be developed with input from the staff with the approval of the Director of Alternative Programs or his/her designee.

The work year schedule, including scheduled hours of assignment, will be established by the Director of Alternative Programs or his/her designee, after first consulting with the Community Day School staff. The basic work year schedule will be established by June 1 of each year. Additional workdays which may be less than a full workday, shall be compensated at a pro rata per diem rate of pay.

The Director of Alternative Programs or his/her designee and Community Day School staff will discuss time off periods for the purpose of scheduling non-duty days for individual unit members. It is the intent of the parties that time off will be mutually agreed upon. If mutual agreement is not reached, preference for scheduling time off shall be given to unit members based upon service with the District.

**E. E. Individualized Instruction Teachers/Independent Study Program**

The parties recognize the special needs of individual students in the District. All special education students placed on home study per the students' IEP team, those students with a temporary physical disablement, chronically ill students, and independent study students may be served by the individualized instruction/independent study program.

1. 1. Teaching positions for the individualized instruction teachers/independent study program shall be made equitably and as needed. Teachers in this position will be assigned to a seven and one-quarter ( $7\frac{1}{4}$ ) hour workday during the regular school year of one hundred eighty-four (184) days.
2. 2. The work year will have a flexible 7-12 school calendar in accordance with this Agreement. Additional workdays may be less than seven and one-quarter ( $7\frac{1}{4}$ ) hours, but at least three (3) hours.

Compensation shall be pro rata per diem when assignment is based on full-time independent study students. Otherwise, compensation shall be based on the Summer School hourly rate.

Additional workdays will be determined by mutual consent between the individualized instruction/independent study teacher and the administrator in charge. The District will notify teachers at least thirty (30) days prior to the extended assignment. Teachers have ten (10) workdays to respond to the offer of an extended work year.

3. 3. The seven and one-quarter (7¼) hour workday may be established between the hours of 7:00 a.m. to 9:00 p.m. Monday - Thursday, and 7:00 a.m. to 6:00 p.m. Friday. Students will be assigned to a schedule upon intake. Changes to the schedule after intake must be reviewed by the program administrator.
4. 4. Teachers may meet students at the students' homes, school site, or in District approved public meeting places. If the environment of the individualized instruction of a student is deemed by the individualized instruction teacher/independent study teacher to be unsanitary or unsafe, the individualized instruction teacher/independent study teacher may, with the approval of the administrator in charge, require the student to meet at a mutually agreeable site. All provisions of Article 33, Safety Conditions of Employment, apply to this section.
5. 5. Mileage which is pre-approved will be paid at prevailing District rate per mile for all necessary work related trips. Requests for mileage reimbursement will be submitted by the unit member by the last duty day of each month for the previous month. This includes, but is not limited to, trips to libraries, students' homes, school sites, or other designated student/ teacher work sites.
6. 6. Once a month all individualized instruction teachers/independent study teachers shall have a common three (3) hour block during their workday for in-service/staff meetings.
7. 7. STRS credit shall be in accordance with STRS regulations.
8. 8. Individualized instruction teachers/independent study teachers will receive credit on the salary schedule for prior full years served in the District in a certificated position in accordance with Appendix B-1 (Salary Placement and Reclassification).

9. 9. All other provisions of this Agreement with the Association shall apply to this position, except for those modified by this Agreement.
  
10. 10. Individualized instruction teacher/independent study teachers may be assigned substitute teaching jobs in the Learning Center and/or be assigned other teacher related assignments or duties as deemed necessary by the administrator in charge.

**F. Faculty Advisory Committee (FAC)**

1. FAC: The Independent Study FAC will be composed of the principal, who will serve as chairperson, the Association selected site representative and four (4) at-large unit member representatives.
  
2. The at-large FAC members will be democratically selected by the end of the third week of September each year. On-site unit members may nominate themselves or be nominated by their peers. An Association site representative shall conduct the election. All on-site unit members will have the opportunity to vote. If a tie exists, a run off election involving only the tied nominees will be held. Committee members begin to serve at the FAC meeting immediately following their election.
  
3. If a vacancy develops prior to the election of a new committee, a special election, following the election procedures outlined above, will be held.