

**AGREEMENT
BY AND BETWEEN THE
ALPAUGH TEACHERS ASSOCIATION/
CTA / NEA**

**AND THE
ALPAUGH UNIFIED
SCHOOL DISTRICT**

2024-2027

Prepared for your use by the Kings/Tulare UniServ Unit, Inc. / CTA / NEA

TABLE OF CONTENTS

ARTICLE I:	AGREEMENT.....	1
ARTICLE II:	RECOGNITION	1
ARTICLE III:	ADOPTION OF BOARD POLICY AND REGULATIONS	1
ARTICLE IV:	DEFINITIONS.....	2
ARTICLE V:	GRIEVANCE PROCEDURE.....	4
ARTICLE VI:	FRINGE BENEFITS	9
ARTICLE VII:	COMPENSATION AND RELATED BENEFITS	9
ARTICLE VIII:	LEAVES	13
ARTICLE IX:	PUBLIC CHARGES	19
ARTICLE X:	SAFETY CONDITIONS OF EMPLOYMENT	20
ARTICLE XI:	SAVINGS	20
ARTICLE XII:	EVALUATION	20
ARTICLE XIII:	HOURS.....	22
ARTICLE XIV:	PERMANENT STATUS.....	23
ARTICLE XV:	CLASS SIZE.....	24
ARTICLE XVI:	VACANCIES.....	24
ARTICLE XVII:	TRAINING CONTRACTS	25
ARTICLE XVIII:	PROFESSIONAL DRESS	26
ARTICLE XIX:	PEER ASSISTANCE AND REVIEW – Archived.....	27
ARTICLE XX:	STUDENT NEEDS	27
SIGNATURES	28
APPENDIX A	SALARY SCHEDULE 2024-2025.....	29
APPENDIX B	CALENDAR 2024-2025	30
APPENDIX C	SCHEDULE OF BENEFITS 2024-2025	31
APPENDIX D	EXTRA DUTY/SUPPLEMENTAL SCHEDULE	32

ARTICLE I: AGREEMENT

- 1.1 The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Alpaugh Unified School District ("Board") and the Alpaugh Teachers Association/CTA/NEA, and employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").
- 1.3 Except as provided in 1.4 below, this Agreement shall remain in full force and effect from July 1, 2024 until June 30, 2027. In the event a successor agreement is not adopted prior to the termination date, this agreement shall remain in full force and effect until such time as a successor agreement is adopted. Reopeners for each year will be: Salary / Benefits / and two articles each for the District and the Association.
- 1.4 Either party may reopen Appendix B: Teacher Calendar, by submitting its full and complete proposal on such matters to the other party by March 1 of each year for provisions to be renegotiated for the succeeding school years.

ARTICLE II: RECOGNITION

The Board recognizes the Association as the exclusive representative of all certificated employees of the Board, excluding the Superintendent, administrators, confidential and supervisory employees, as defined in the Act, for the purposes of meeting and negotiating.

ARTICLE III: ADOPTION OF BOARD POLICY AND REGULATIONS

- 3.1 The Board and the Association agree to abide by the Board policies and regulations as adopted by the Alpaugh Unified School District, except as may be modified or otherwise addressed in this Agreement, and agree that the parties will recognize such policies and regulations during the period in which this agreement shall remain in effect. The District retains, solely and exclusively, all rights, powers and authority exercised or enjoyed prior to the execution of this Agreement, and/or as mandated or recommended by law, except as such rights,

power and authority are explicitly abridges, modified or otherwise addressed in this Agreement.

- 3.2 It is understood and agreed that the District maintains all of its powers and authority to direct and control to the full extent of the law. Included in but not limited to those duties and powers are the rights to: direct the work of its employees; determine the methods, means and services to be provided; establish the educational philosophy and the goals and objectives; insure the rights and educational opportunities of students; determine the staffing patterns; determine the number and kinds of personnel required; determine the classification of positions; maintain the efficiency of the District operation; determine the curriculum; build, move or modify the facilities; develop a budget; develop and implement budget procedures; determine the methods of raising revenue; and contract out work. In addition, the Board retains the right to hire, assign, transfer, evaluate, promote, terminate and discipline employees.
- 3.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the district, the adoption of policies, rules, regulations and practices in 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 the laws of the State of California.
- 3.4 The Board will amend its written policies and procedures and take such other action by resolution or otherwise as may be necessary to give full force and effect to the provisions of this Agreement.
- 3.5 The Board of Trustees retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency.

ARTICLE IV: DEFINITIONS

- 4.1 "Teacher" refers to any employee who is included in the appropriate unit as defined in Article II and is therefore covered by the terms and provisions of this Agreement.

- 4.2 "Day" means a school day during which students are required to be in attendance.
- 4.3 "Work Day" means the time during a "day" in which a "teacher" shall under normal circumstances be required to be on the school site. The work day shall be 7:45 a.m. through 3:15 p.m., beginning with 2019-2020 school year, except for a minimum thirty (30) minute duty-free lunch period. Variations regarding starting and ending times of the work day may be mutually worked out and agreed upon between the teacher and the Superintendent.
- 4.4 "Emergency" is a situation, typically of short duration, not usually recurring. (Examples: Earthquake, flood, fire, storms, etc.).
- 4.5 "Negotiable Items" means teachers' salaries, hours, terms and conditions of employment and other matters which are of concern to the Board and the Association.
- 4.6 "Negotiate In Good Faith" means a serious and honest effort on the part of each party to reach agreement, including, but not limited to, the duty on the part of each party to provide the other with all information, records, data, worksheets and budgetary materials which may be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Section 3543.7 of the Act.
- 4.7 "Paid Leave of Absence" means that a teacher shall be entitled (a) to receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, (b) to return to the same assignment which he/she enjoyed immediately preceding the commencement of the Leave, and (c) to receive credit for annual salary increments provided during his/her leave.
- 4.8 "Daily Rate of Pay" means the teacher's annual salary divided by the number of days he/she is required by the Board to be present at school.
- 4.9 "Hourly Rate of Pay" means the daily rate of pay divided by seven (7) hours.
- 4.10 "Unified Membership Dues - Annual dues of the United Teaching Profession (UTP)" Alpaugh Teachers Association/California Teachers Association/National

Education Association.

ARTICLE V: GRIEVANCE PROCEDURE

5.1 Definitions

5.1.1 A "grievance" is a claim by the Association or by one or more teachers that there has been a violation, misinterpretation or misapplication of a provision of this Agreement, or a violation of Board policy related to the Educational Employment Relations Act.

5.1.2 An "aggrieved person" is the person or persons making the claim.

5.1.3 A "party in interest" is any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.

5.2 Purpose

5.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time affecting the welfare or working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

5.2.2 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the association, provided that the adjustment is not inconsistent with the terms of this Agreement.

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

extended by mutual agreement.

- 5.2.4 In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

5.3 Procedure

- 5.3.1 Level One: An aggrieved person will first discuss the grievance with the appropriate principal or immediate supervisor to resolve the matter informally.

- 5.3.2 Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) working days after presentation of the grievance, he/she may file the grievance in writing simultaneously with the President of the Association and the Superintendent within ten (10) working days after the discussion at Level One and within twenty-five (25) days of the occurrence giving rise to the grievance.

- 5.3.2.1 Within ten (10) working days after receipt of the written grievance by the Superintendent, the Superintendent or designee will meet with the aggrieved person in an effort to resolve the grievance.

- 5.3.3 Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten (10) working days after the presentation of the grievance, the District and Association may

mutually agree to contact a mediator from the California State Mediation and Conciliation Service, and may request that a mediator be assigned to the case. The mediator will be contacted within fifteen (15) working days after the exhaustion of Level Two. If mediation is unsuccessful, the Association has ten (10) working days to request in writing that the grievance be submitted to Level Four, arbitration. If either party wishes to eliminate Level Three, the grievance will continue to Level Four without prejudice. In no instance shall the utilization of Level Three preclude the use of Level Four.

5.3.4 Level Four: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no written decision has been rendered within ten (10) working days after he/she has first met with the Superintendent, or designee, he/she may, within ten (10) working days after decision by the Superintendent or designee, request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent, within fifteen (15) working days after receipt of the request from the aggrieved person, may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

5.3.4.1 The parties shall select a mutually acceptable arbitrator. They shall agree on an arbitrator within ten (10) working days.

5.3.4.2 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The

arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be reviewed by the Board of Trustees.

5.3.4.3 The Board of Trustees may, at any time within fifteen (15) calendar days after the decision of the arbitrator has been delivered to the parties, act to override the decision of the arbitrator by the casting of majority vote to do so in a regular or special public meeting of the Board.

5.3.4.3.1 Should the Board overturn the decision of the arbitrator as described above, the Board shall pay the full costs of the arbitration that might otherwise be divided between the parties.

5.3.4.3.2 Nothing contained herein shall be construed to prevent either party from pursuing the issue or issues raised in a grievance through the filing of an unfair labor practice charge(s) or court action.

5.3.4.4 In the event that the arbitrator's decision is not

over-ridden, all costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

5.5 Rights of The Parties

5.5.1 No reprisals will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person because of filing a grievance.

5.5.2 A teacher may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected by the Association.

5.6 Miscellaneous

5.6.1 A decision rendered at Level Two of the grievance procedure will be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the aggrieved person and to the President of the Association. Time limits for appeal shall begin the day following receipt of a written decision by the parties involved.

5.6.2 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she will, upon notice to his/her principal or immediate superior by the President of the Association, be released without loss of pay in order to permit participation in the foregoing activities. Any teacher who is requested to appear in such investigations, meetings, or hearing as a witness will be accorded the same right.

5.6.3 All documents, communications and records dealing with the

processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

- 5.6.4 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the Board and the Association.

ARTICLE VI: FRINGE BENEFITS

- 6.1 Effective October 1st, 2024, the District’s contribution toward health, dental and vision insurance shall be \$1,569.25 per month or \$18,831.00 (October 2024-September 2025).
 - 6.1.1 The District insurance coverage will begin on September 1 for new teachers.
- 6.2 Teachers on approved unpaid leaves of absence from the Alpaugh Unified School District shall have the option of paying to the District the full monthly amount of their insurance coverage premiums for the period of such leaves.

ARTICLE VII: COMPENSATION AND RELATED BENEFITS

- 7.1 The 2023-2024 salary schedule shall be increased by one percent (1%) effective April 1, 2025. See Appendix A. In lieu of retroactivity, a one-time, two percent (2%) off-schedule payment will also be provided.
- 7.2 All teachers shall have transcripts of college work on file in the District Office for the Purpose of Proper placement on the salary schedule. Vertical advancement shall be granted on the basis of one (1) step for each year of teaching service. Horizontal advancement shall be made upon completion of required units as stipulated in the five (5) classes presented. Such units will require the approval of the Superintendent.

7.3 Teachers shall file their intention to move horizontally with the Superintendent or Board of Trustees prior to April 25 of each school year. Changes in salary based on educational units shall not be made after October 1st. Units necessary to progress horizontally from one classification to another shall be determined on semester units. To qualify for advancement on this schedule, units must meet the following criteria: Units shall be taken after the granting of the B.A. or B.S.; units shall apply to a higher degree or an educational credential; or units shall, in the opinion of the Superintendent, lead to the improvement of classroom instruction. Such units will require the approval of the Superintendent.

7.4 Certificated employees of the District shall be granted year for year experience on the salary schedule for out of District teaching experience.

7.5 No credit for advance placement on the salary schedule shall be given for military service unless the teacher is called from the classroom into military service. Credit shall be given on the basis of one year teaching experience for two (2) years military service.

7.6 Certificated staff members working on any "as-needed" basis will be paid fifty dollars (\$50.00) per hour. This includes Driver Training, Adult Education, Independent Study, After School Tutoring, and Summer School. Home Study teachers will be paid thirty-five dollars (\$35.00) per hour, effective May 1, 2019. Employees will be expected to submit time cards prior to the 10th day of each month if they anticipate receiving salary payments on the 1st, which shall be the regular payday for hourly rate employees.

7.7 Preparation Periods

7.7.1 The District and the Association recognize a possible need for certificated staff to provide additional courses for students at Alpaugh Unified.

7.7.1.1 In the High School and Middle School there may be a need for additional sections of required courses

and/or elective courses. In the Elementary School there may be a need for additional classes including, but not limited to, reading/language arts and math.

7.7.1.2 It is mutually agreed that certificated staff may sell their regularly scheduled prep period time to the District in order to provide extra classes during these times. Application by teachers to sell prep period time shall strictly be voluntary. Selection will be at the discretion of the administration. After school tutoring, at all grade levels, with a minimum of three (3) students will be paid at the hourly rate of fifty dollars (\$50.00).

7.7.1.3 The Superintendent shall provide all staff with a statement of procedures to be used to apply for these possible openings. A minimum student enrollment may apply in order for a class to be made available.

7.7.1.4 Remuneration: Staff shall be paid for extra service during their prep periods at the rate of 1/7 (One Seventh) of their daily rate of pay. Contracts may be offered for the entire year (180 days), for a semester (90 days) or for any designated number of days in the case of additional elementary classes.

7.7.2 For grades 7-12, a teacher substituting during his/her preparation period for another teacher will be paid 1/7 of the district substitute rate. Alternatively, a teacher may opt to “bank” their substitute period of service while covering for a fellow teacher if

this time falls into the period called PREP time. This substitution may be necessary at times and giving up one's PREP time is to be compensated by either current contract stipulation or by Comp Time recorded by the District.

7.7.2.1 High school teachers who have to cover a class for another teacher when the district is unable to secure a substitute teacher will be compensated 1/7 of substitute pay or teachers can save the periods and when they accumulate six periods they can take a comp. day.

7.8 Daily substitutes on an "as needed" basis shall receive two hundred ten dollars (\$210.00) per day, beginning October 4, 2021. Long term (10+ consecutive days in the same classroom) will be at \$225.00 per day. Daily substitute deduction would be limited to \$160.00 to the teacher and Long Term substitute deductions would be \$210.00 to the teacher.

7.9 Bargaining unit members who are required to travel in their own vehicle for school business shall be compensated for mileage at the rate established by the Internal Revenue Service (IRS).

7.10 Shared Teaching/Half-Day Contracts

7.10.1 Whereas team teaching/half-day contracts may be desirable for staff for various reasons, bargaining unit members may present a request to the Superintendent and Board for the opportunity for a shared teaching assignment.

7.10.2 The request would include the reason for needing/wanting such an assignment and details of how this would affect the grade/class or subject taught.

7.10.3 When a teacher new to the District is to be employed as one of the participants in a shared contract, hiring will be conducted by the District in consultation with the currently employed teacher

who will be the other member of the shared contract team.

7.10.4 Both bargaining unit members working under a shared contract will attend all District and site meetings.

7.10.5 Each member of the shared contract will receive that percentage of the salary for the position on the salary schedule he/she would normally be placed corresponding to the percentage of the position worked. Health benefits will be provided commensurate with the percentage of time assigned, with the District providing the benefits equal to the percentage of the job time assigned, and the employee paying the difference.

7.10.6 With the mutual consent of both members of the shared contract team, one member may choose to decline benefits and the other member receive the full benefit cap from the District.

7.11 Additional Deductions

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for annuities, credit union, or other plan or programs jointly approved by the Association and the Board.

7.12 Teachers in the Elementary Grades that accept students in their classrooms when no substitute is available will be compensated for those students at the rate of \$8.00 per child, per day.

7.13 Meal Reimbursement shall be as follows effective January 2024.

Breakfast \$25.00

Lunch \$35.00

Dinner \$45.00

ARTICLE VIII: LEAVES

8.1 Personal Illness and Injury

8.1.1 Use of Sick Leave: Ten (10) days of sick leave for each year shall be credited to the employee at the beginning of employment and

may be used by the employee at any time before it is actually earned, but in the event of termination of employment, an adjustment shall be made in the final pay warrant if the employee has used more sick leave than he/she has earned.

8.1.2 Crediting of Sick Leave: At the beginning of the fiscal year following an employee's original employment, the employee shall be credited with all unused sick leave which will be rolled into his/her accrued sick leave bank, plus the full year's sick leave for the fiscal year.

8.1.3 Absence of More Than Three (3) Days: Absence from service of more than three (3) days shall require a medical release allowing resumption of normal duties.

8.1.4 Holidays: When a person is ill and on sick leave, he/she shall not be penalized in the event a board holiday occurs during such time.

8.1.5 Situations in which Sick Leave is not Earned: Overtime work does not earn sick leave. Sick leave is not earned during sick leave. Temporarily employed employees do not earn sick leave.

8.1.6 Absence Reports: Reports of sick leave shall be directed to the District Office for payroll adjustments. Day-to-day personal illness shall be reported to the administration in charge of that area of responsibility.

8.1.7 Adult Education and Summer School: Regular day school sick leave may not be used for summer school absences. Adult school teachers do not accumulate sick leave. Summer school teachers will accumulate one (1) hour of sick leave for every twenty (20) hours of summer school teaching. This summer school sick leave is non-transferable to regular day school sick leave accounts.

8.2 Extended Illness Leave

A teacher has a statutory right to receive differential compensation (salary less

the sum actually paid a substitute), commencing immediately upon exhaustion of current annual sick leave and continuing for the length of the absence up to five months. (44977)

8.3 Bereavement Leave

8.3.1 A teacher shall be entitled to the use of up to five (5) days of fully paid leave of absence in the event of the death of any member of his/her immediate family.

8.3.2 Members of the immediate family are: spouse, domestic partner, mother, mother-in-law, father, father-in-law, step parent, son, son-in-law, step children, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, grandparent, grandchild, or any relative living in the immediate household of the employee, and other relatives at the discretion of the Board.

8.3.3 No charge shall be made against the employee's sick leave account for the use of this leave.

8.4 Jury Duty and Court Subpoena

8.4.1 Notification: Employees should notify the District Administration Office of the desire to apply for such leave as soon as possible prior to the date service must be rendered.

8.4.2 Basis of Pay: Such leaves of absence shall be granted with pay up to the amount of the differences between the employee's regular earnings and the amount received for jury or witness fees, not including reimbursements for transportation expenses. Any checks received for jury or witness fees should not be cashed but rather endorsed to the school district.

8.5 Personal Necessity Leave

8.5.1 Employees may use up to seven (7) days of accumulated sick leave during any school year in case of personal necessity. Personal necessity is defined as the activities listed below:

- 8.5.1.1 Extension of bereavement leave (notification is required);
- 8.5.1.2 Accident involving his/her person or property, or the person or property of a member of his/her immediate family (notification is required);
- 8.5.1.3 Appearance in court as a litigant or as a witness under official order (notification is required);
- 8.5.1.4 Serious illness of a member of his/her immediate family as defined in Article VIII, Section 8.3.2., of this Agreement. Upon receipt of a physician's written statement that the employee is required to be in attendance of the immediate family member during the period of serious illness, the employee will be eligible to use up to the maximum of sick leave they have accumulated, with Board approval. (It is recognized that certain catastrophic illness or accidents can easily require use of in excess of seven days sick leave.) The District may require a physician's written statement that the employee was required to be in attendance of the immediate family member during the period of serious illness (notification is required);
- 8.5.1.5 Response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, of such emergency nature the presence of the employee is required during his/her regular working hours, and no alternative meeting time during non-duty can be arranged (advance

permission is required);

8.5.1.6 Settling of legal affairs and other serious personal emergencies which cannot be resolved on a non-working day (advance permission is required);

8.5.1.7 Seeing a son, daughter, spouse, or parent off to military duty overseas (advance permission is required);

8.5.1.8 Paternity leave for new fathers (notification required);

8.5.1.9 Imminent danger to the home of the employee, serious in nature which, under the circumstances, cannot be disregarded and requires attention during assigned hours of service (notification is required).

8.5.2 The employee's application to use his/her sick leave for personal necessity must be received by the District Office not less than two (2) working days prior to the desire absence.

8.5.3 In those cases where advance permission is not required, the employee's application to use his/her sick leave for personal necessity, with appropriate supporting data, must be received by the District Office not more than five (5) working days after returning to duty.

8.6 Maternity Leave

8.6.1 Period of Absence: The Beginning and ending dates of the leave will be determined on the basis of the teacher's physical condition as certified by her physician.

8.7 Personal Business Leave

8.7.1 Each bargaining unit member will be able to use two (2) days per year as personal business leave. This leave will be part of the

seven (7) days delineated in Section 8.5.1.

- 8.7.2 No permission is necessary to take this leave. Bargaining unit members will give forty-eight (48) hours notice prior to taking such leave. No reason or explanation is necessary for leaves under this section. The District will notify the employee within twenty-four (24) hours of the leave if no substitute can be found. The District's failure to notify the employee indicates approval of the leave.

8.8 Sabbatical Leave

Sections 44966 through 44974 of the Education Code are incorporated into this Agreement except as supplemented below:

- 8.8.1 The Governing Board of the District may grant to any bargaining unit member a leave of absence (sabbatical) for a period not to exceed one (1) year for the purpose of study or travel by the employee which will benefit the schools and pupils of the District.
- 8.8.2 No Sabbatical Leave shall be granted to any bargaining unit member under this provision who has not rendered service to the District for at least six (6) consecutive years preceding the granting of the leave, and not more than one (1) such Sabbatical Leave shall be granted in each six (6) year period.
- 8.8.3 Time spent on Sabbatical Leave shall not be deemed a break in the continuity of service to the District.
- 8.8.4 Service under a nationally-recognized fellowship or foundation approved by the State Board of Education for a period of not more than one (1) year, for research, teaching or lecturing, shall not be deemed a break in continuity of service, and the period of such absence shall be included in computing the six (6) consecutive years of service required by this section.
- 8.8.5 At the expiration of the Sabbatical Leave, the bargaining unit

member shall, unless he/she otherwise agrees, be reinstated in a like position held by him/her at the time of the granting of the Sabbatical Leave.

8.8.6 A bargaining unit member on Sabbatical Leave may be entitled to all other benefits of a full-time employee during the duration of the leave. If they choose to keep the health benefits, it is the responsibility of the employee to pay in full for these benefits.

8.8.7 The Board may limit the number of bargaining unit members who may be out on Sabbatical Leave during a school year.

8.9 The District shall provide a unit member, upon request, Family Care and Medical Leave in accordance with Federal and State guidelines.

8.10 The District shall provide a unit member, upon request, Catastrophic Leave in accordance with Education Code 44043.5.

ARTICLE IX: PUBLIC CHARGES

9.1 Any citizen or parent complaint that is taken seriously about a teacher shall be reported immediately to the teacher by the administrator or Board member receiving the complaint.

9.2 Should the involved teacher or the complainant believe that the allegations in the complaint are serious enough to warrant a meeting, the teacher shall schedule a meeting with the complainant. An Association representative shall be present at said meeting if so requested by the teacher.

9.3 If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she may put his/her complaint into writing and submit the original to the teacher with a copy to the teacher's immediate supervisor. The teacher shall be given compensated released time for the purpose of initialing and dating the written complaint and preparing a written response to such complaint. The response shall be attached to the written complaint. If no written complaint is received, the matter shall be dropped.

9.4 The written complaint and the attached response shall be placed in the teacher's

personnel file. If the teacher challenges the truth of the allegations contained in the complaint, he/she may file a grievance on that basis, and a finding to the effect that such allegations are untrue shall result in the immediate destruction of the written complaint. The failure by the teacher to file a grievance shall not be construed as an admission by the teacher that the allegations contained in the complaint are true.

9.5 The Board shall not dismiss or refuse to reemploy a teacher on the basis of allegations in a citizen or parent complaint.

ARTICLE X: SAFETY CONDITIONS OF EMPLOYMENT

10.1 The District shall maintain safe working conditions for all teachers covered by this Agreement.

10.2 Unit members must notify their immediate supervisor in writing concerning an unsafe condition in the District directly affecting their physical welfare. Their immediate supervisor shall investigate said reported unsafe condition and advise that unit member in writing of any finding and suggested corrective action.

ARTICLE XI: SAVINGS

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

11.2 Should a provision of application be deemed invalid, as described in paragraph 11.1, above, the Board shall reinstitute any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such Court decision to renegotiate the provision or provisions affected.

ARTICLE XII: EVALUATION

12.1 This procedure shall be used to improve the instructional abilities of the teachers

of the Alpaugh Unified School District. Evaluations shall contain positive suggestions for improvement with evidence of administrative and teacher cooperation in the areas identified as needing attention.

- 12.2 Teachers shall be evaluated in writing at least every other year. Teachers new to the District shall be evaluated at least once in each of their first three (3) years of service to the District.
- 12.3 Any evaluation instrument shall be mutually agreed upon between the District and the Association.
- 12.4 Prior to November 1 of each school year, the Superintendent/Principal shall meet with each teacher scheduled for evaluation and mutually develop the goals and objectives for that year's evaluation in conformance with Education Code Section 44662.
- 12.5 Periodic conferences shall be held after each observation to review the progress made in the areas to be evaluated. Observations shall consist of both announced and unannounced visitations and shall occur at least once each year for teachers scheduled for evaluations.
- 12.6 Evaluations shall be based on information derived from direct observations and shall not be based on hearsay or other material not fully substantiated.
- 12.7 Evaluation procedures shall be consistent for all teachers.
- 12.8 Prior to April 1, the summary evaluation shall be reduced in writing and delivered to each teacher during a conference with the Superintendent/Principal. Where a "needs to improve" is indicated, evidence that administrative assistance has been offered will be given.
- 12.9 Teachers may make a written response to any evaluation and such response shall be attached to the evaluation and shall become a part thereof.
- 12.10 One personnel file shall be maintained for each teacher. Teachers shall have access to personnel files and the right to comment on any material prior to it being placed in their file. Information that is false or unsubstantiated shall not be placed in the file.

- 12.11 If a teacher is not satisfied with a written observation report or evaluation, he/she shall have the right to request assistance from a curriculum specialist, then a second evaluation will be conducted.
- 12.12 Bargaining unit members will never be asked or able to evaluate other bargaining unit members, except as may be provided under Article XIX: Peer Assistance and Review.
- 12.13 The District and Association will modify the current evaluation form with the assistance of representatives of the ATA. The form will be finalized before the 2013-2014 school year. A joint committee to develop the form shall consist of two administrators and three teachers representing primary, middle, and high school levels.

ARTICLE XIII: HOURS

- 13.1 The normal teacher workday shall be seven (7) hours.
- 13.2 The work year for teachers during the 2024-2025 school year shall be one hundred eighty-five (185) days, with student contact not to exceed one hundred eighty (180) days.
- 13.2.1 New teacher orientation will be provided to all new hires prior to back-to-school professional development days and is payable at the new hire's daily contracted rate. New teacher orientation will include but is not limited to HR policies and procedures (such as time sheets, requirement of 25 additional hours, insurance selection, description of benefits, sick leave accrual and use, technology logins for Frontline, Schoolwise, classroom budget/ordering, email accounts, and other district policies), curriculum review, school schedules, Alpaugh Teacher's Association membership and benefits.
- 13.2.2 New Teacher training and support will continue as needed to include progress report card submissions, field trip procedures, and cumulative folder procedures.

13.3 Activities such as open house, graduation, class-sponsored affairs and monthly staff meetings, may be mandatory. Monthly staff meetings will be offered before and after school for no more than one (1) hour.

13.4 Required yearly student contact time for teachers be at least the following minimums:

<u>Grade Level</u>	<u>Instructional Time In Minutes Per Year</u>
Kindergarten	36,000
1st – 3rd	50,400
4th – 8th	54,000
9th through 12th	64,800

13.5 Elements of student contact time for teachers other than teacher-student instruction time as set forth in 13.4 above, shall not exceed twenty-five (25) hours of assigned time. Teachers may be assigned time by the Superintendent or designee. Service on legally-mandated school committees, such as Site Council, shall be credited.

ARTICLE XIV: PERMANENT STATUS

As provided for by the California Education Code, any teacher beginning his/her third year under contract with the District will be granted Permanent Status.

ARTICLE XV: CLASS SIZE

15.1 The following guidelines shall be utilized in addressing class sizes:

TK-Grade 3 24 student average per grade span

Grades 4-8 30 student average per grade span

Grades 9-12 180 student contacts per day (based on 6 teaching periods)

15.2 In grades K-8: In the event that the guidelines contained in 15.1 above are exceeded for a period in excess of ten (10) consecutive school days, the affected staff member may request instructional aide time to help alleviate the larger class size.

15.2.1 In grades TK-8: Any individual class that exceeds the rostered amount, the teacher would be compensated \$8.00 per student, per day, for each student above the rostered amount.

15.2.2 In grades 9-12: Any teacher who substitutes during his/her preparation period will be compensated at the teacher's individual hourly rate for one her per period taught.

15.3 It is the District's intent to comply with the Grade Span Adjustment requirements of the Local Control Funding Formula. Section 15.1 does not represent an alternate agreement to the LCFF requirements.

ARTICLE XVI: VACANCIES

16.1 Upon knowledge of vacancies, the District shall deliver to the Association and post in all school buildings a list of all vacancies which occur during the school year and for the following school year. This list shall contain the following:

16.1.1 A closing date which is at least ten (10) working days following the posting date.

16.1.2 A job description.

16.1.3 Credentials and qualifications necessary to meet the requirements of the position.

16.2 Job openings in the District will be posted concurrently internally and externally.

16.3 No permanent assignment to fill the vacancy shall be made until after the closing

date.

- 16.4 The District shall, upon request by a bargaining unit member, notify that unit member by mail of any posted openings which may arise during the summer recess or a period of leave. The bargaining unit member's request must be in writing and must include a mailing address.
- 16.5 If a unit member already has a current transfer request, it is not necessary to make a further application in order to be considered for any vacancies. Transfer requests shall be maintained for one calendar year after receipt.
- 16.6 No outside applicant shall be selected to fill the vacancy until qualified bargaining unit members receive first consideration for the vacancy.
- 16.7 Consistency in hiring procedures should be afforded to bargaining unit members.

ARTICLE XVII: TRAINING CONTRACTS

- 17.1 The Superintendent shall provide an application for teachers who wish to have District financial assistance for special certificate classes and training. A Training contract shall be issued which shall set forth the terms, including District and teacher obligations. Contract terms shall be standardized for teachers enrolling in the same program (i.e., teachers enrolling in MTTI shall have the same required service and payback schedules.) THIS IS A VOLUNTARY PROGRAM. TEACHERS MAY ALSO APPLY FOR AND PAY FOR THEIR OWN TRAININGS FOR SPECIAL CERTIFICATE PROGRAMS AND HAVE NO OBLIGATION FOR REQUIRED SERVICE AND/OR PAYBACK.
- 17.2 Upon approval by the Superintendent, the District shall pay for training (not including per unit cost) and books and required materials for teachers who may enroll in special certificate programs, including, but not limited to: CLAD, B-CLAD, MTTI, OLE/HLT, READING RECOVERY, and others which may be deemed acceptable. Reimbursement may also be requested for up to a maximum of two (2) test fees for CLAD testing and for up to a maximum of five (5) test fees for the B-CLAD.
- 17.3 For teachers who accept such monies, but who resign from the District to accept

a job elsewhere (regardless of type of job), before completing a required service with the District, a payback of training expenses shall be prorated according to a schedule agreed upon in the Training Contract. (Example: A three year payback of training expenses might be prorated according to the following schedule for a teacher who left before completing the required service time: 60% after one year of service, 30% after two years of service and 0% after three years of service.)

17.4 Required service may include all or part of the training time or may be service that must occur after completing of the training. The specifics of required payback service will be worked out between the Superintendent and the teacher and will be written in the Training Contract.

17.5 For teachers unable to fulfill the required term of service due to reasons for leaving other than for a new job, an application for exemption of payback may be submitted to the Superintendent and granted by the Board. Teachers who are not rehired during the non tenured years of their teaching service will be exempt from payback of training expenses.

ARTICLE XVIII: PROFESSIONAL DRESS

18.1 The Alpaugh Unified School District believes that since teachers serve as role models, they should maintain professional standards of dress and grooming, as outlined in the staff handbook. Just as overall attitude and instructional competency contribute to a productive learning environment, so do appropriate dress and grooming.

18.2 Certificated teaching staff members are encouraged during school hours and at school events to wear clothing that demonstrates their high regard for education and presents an image consistent with their job responsibilities and professional standing in the Alpaugh community. Certain teaching assignments such as physical education and shop instructors require alternative dress for specific instructional activities in those classrooms.

18.3 Attire shall not advocate, advertise, denote, or be recognized as being linked to

any gang activity or promoting alcohol or tobacco products.

- 18.4 All clothing, shoes and apparel shall be clean and in good repair. Dresses, skirts and shorts must be mid-thigh (half-way between groin and top of knee) or longer. Administrative personnel shall have final say as to what may or may not be appropriate, as applied to everyone.

ARTICLE XIX: PEER ASSISTANCE AND REVIEW – Archived.

ARTICLE XX: STUDENT NEEDS

- 20.1 Special Education (SPED) teachers and any necessary parties will meet with General Education teacher once prior to the beginning of the school year, and once a month thereafter, to discuss and plan each student on any individual education plan (IEP), his/her progress toward meeting goals, and collaborate on supporting student in a general education classroom.
- 20.2 Substitute coverage will be provided for all teachers with students who have an IEP, allowing them to attend the annual or tri-annual IEP meeting.
- 20.3 Students with an IEP scheduled for services with the special education teachers will not be returned to the general education classroom due to behavior issues or unwillingness to engage in work.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused their authorized representatives to approve this Agreement this 18 day of March, 2025.

For the Alpaugh Board of Education:

Justin Han
Kyle Han
Oliver

For the Alpaugh Teachers Association:

Lindsay Well
Dick
Stump

APPENDIX A SALARY SCHEDULE 2024-2025

**ALPAUGH UNIFIED SCHOOL DISTRICT
2024-2025 Certificated Salary Schedule**

STEP	AB	AB+30	AB+45	AB+60	AB+75
1	\$ -	\$ 61,261	\$ 63,044	\$ 65,263	\$ 66,615
2	\$ -	\$ 63,044	\$ 65,263	\$ 66,615	\$ 68,400
3	\$ -	\$ 65,263	\$ 66,615	\$ 68,400	\$ 70,184
4	\$ -	\$ 66,615	\$ 68,400	\$ 70,184	\$ 71,969
5	\$ -	\$ 68,400	\$ 70,184	\$ 71,969	\$ 73,753
6		\$ 70,184	\$ 71,969	\$ 73,753	\$ 75,537
7		\$ 71,969	\$ 73,753	\$ 75,537	\$ 77,323
8		\$ 73,753	\$ 75,537	\$ 77,323	\$ 79,108
9		\$ 75,537	\$ 77,323	\$ 79,108	\$ 80,894
10		\$ 77,323	\$ 79,108	\$ 80,894	\$ 85,860
11				\$ 85,860	\$ 87,644
12				\$ 87,644	\$ 89,391
13				\$ 89,429	\$ 91,209
14				\$ 91,209	\$ 92,998
15				\$ 92,998	\$ 97,965
16				\$ 97,965	\$ 99,751
17				\$ 99,751	\$ 101,531
18					\$ 103,350

2,500 Master's Degree Stipend

1% as of April 1, 2025 - No Retro

**Board Approved 4/10/25*

APPENDIX B CALENDAR 2024-2025

Alpaugh Unified School District



Troy Hayes, Superintendent
2024-2025

S	M	T	W	T	F	S
July 2024						
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
January 2025						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
August 2024						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
February 2025						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

S	M	T	W	T	F	S
September 2024						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	T	F	S
March 2025						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
October 2024						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
April 2025						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

S	M	T	W	T	F	S
November 2024						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
May 2025						
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
December 2024						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
June 2025						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

- | | | | |
|------------------|------------------|-------------|------------------------|
| July 4 | Independence Day | January 20 | Martin Luther King Day |
| September 2 | Labor Day | February 10 | Lincoln's Birthday |
| November 11 | Veterans' Day | February 17 | Washington's Birthday |
| November 28 & 29 | Thanksgiving | April 18 | Good Friday |
| December 25 | Christmas | May 26 | Memorial Day |
| January 1 | New Year's Day | June 19 | Juneteenth |

First Day(1)
Off Day(22)
Inservice(5)
Min. Day (40)
Non Duty(13)
Elementary Min Day (2)
Jr.High/HS Min Day (2)
Back to school night
Open House

180

Board Approved 3/14/24

APPENDIX C SCHEDULE OF BENEFITS 2024-2025



Alpaugh Unified School District
 Certificated Employees
 October 1, 2024-25

	718030P011002	718030P021002	718030P041002	
PPO PLANS	100% - A \$0	90% - A \$10	80% E \$20	
CALENDAR YEAR OUT-OF-POCKET MAXIMUM (OOP)	Member Pays	Member Pays	Member Pays	
Individual/Family Deductibles	\$0/\$0	\$100/\$300	\$300/\$600	
Individual/Family Out-of-Pocket Max <i>(Includes medical deductibles coinsurance and co-pays)</i>	\$1,000/\$3,000	\$1,000/\$3,000	\$1,000/\$3,000	
PROFESSIONAL SERVICES				
Office Visit co-pay (50 Co-pay for first 3 cal yr Primary Care office visits on New HSA PPO plans)	\$0	\$10	\$20	
Urgent Care co-pay	\$0	\$10	\$20	
Specialists/Consultants co-pay	\$0	\$10	\$20	
Prenatal, postnatal office visit co-pay	\$0	\$10	\$20	
Scans: CT, CAT, MRI, PET etc.	0%	10%	20%	
Diagnostic X-ray & Laboratory Procedures	0%	10%	10%	
Infertility (diagnosis/treatment of causes of infertility)	Not covered	Not covered	Not covered	
Preventive Care Services (includes physical exams & screenings)	0%, Deductible Waived	0%, Deductible Waived	0%, Deductible Waived	
HOSPITAL & SKILLED NURSING FACILITY SERVICES				
Emergency Room visit co-pay <i>(waived if admitted)</i>	0% \$100 co-pay	10% \$100 co-pay	20% \$100 co-pay	
Inpatient Hospital co-pay (preauthorization required)	0%	10%	20%	
Outpatient Hospital co-pay	0%	10%	20%	
Surgery, Outpatient (performed in an Ambulatory Surgery Center)	0%	10%	20%	
Surgery, Outpatient (performed in a Hospital)	0%	10%	20%	
MENTAL HEALTH SERVICES & SUBSTANCE ABUSE TREATMENT				
INPATIENT CARE: Facility based care (preauthorization required)	0%	10%	20%	
OUTPATIENT CARE: Facility based care (preauthorization required)	Deductible waived office visit co-pay applies	Deductible waived office visit co-pay applies	Deductible waived office visit co-pay applies	
OTHER SERVICES				
Acupuncture - Limits apply	0%	10%	20%	
Ambulance (Ground or Air)	\$100 co Pay	\$100 Co Pay + 10%	\$100 Co Pay + 20%	
Chiropractic - Limits apply	0%	10%	20%	
Durable Medical Equipment (DME)	0%	10%	20%	
Physical and Occupational Therapy - Limits apply	0%	10%	20%	
PRESCRIPTION DRUG PLANS				
Generic co-pay/days supply	\$7/30-Days	\$7/30-Days	\$10/30-Days	
Brand Deductible Individual/Family	Not Applicable	Not Applicable	\$200/\$500	
Brand co-pay/days supply	\$25/30-Days	\$25/30-Days	\$35/30-Days	
Mail Order (Generic-Brand co-pay/days supply)	\$0-\$60/90-Days	\$0-\$60/90-Days	\$0-\$90/90-Days	
Individual/Family RX Out-of-pocket (OOP) Max (Includes Rx deductibles and co-pays)	\$1,500/\$2,500	\$1,500/\$2,500	\$2,500/\$3,500	
Vision Service Plan (www.vsp.com)	Plan C, \$10 co-pay Exam, frames & lenses every year	Plan C, \$10 co-pay Exam, frames & lenses every year	Plan C, \$10 co-pay Exam, frames & lenses every year	
Delta Dental Plan: (www.deltadentalca.org)	Premier Incentive Plan, \$1,500 cal yr max. Ortho \$1,000 lifetime max.	Premier Incentive Plan, \$1,500 cal yr max. Ortho \$1,000 lifetime max.	Premier Incentive Plan, \$1,500 cal yr max. Ortho \$1,000 lifetime max.	
Life Insurance	\$10,000	\$10,000	\$10,000	
RATES				
	Medical	\$1,636.00	\$1,713.00	\$1,443.00
	Dental	\$101.20	\$101.20	\$101.20
	Vision	\$23.60	\$23.60	\$23.60
	Life Insurance	\$1.45	\$1.45	\$1.45
	TOTAL PER EMP/MO	\$1,964.25	\$1,839.25	\$1,569.25
	ANNUAL PREMIUM	\$23,571.00	\$22,071.00	\$18,831.00
	DISTRICT CONTRIBUTION	\$18,831.00	\$18,831.00	\$18,831.00
	DIFFERENCE PER EMP/MO (10)	\$474.00	\$324.00	\$0.00

NOTATIONS:

*This sheet is only a brief summary of benefits that reflects In-Network benefits. Please review the benefit summaries or plan booklets for details, limitations and exclusions. Benefits may be subject to change due to mid-year legislative changes.
 OOP maximum on Anthem plans with a Navitus pharmacy carve out does not include prescription dr
 Coinsurance and co-pays do NOT carryover to the next calendar year.
 Plans with a deductible all have 4th quarter carryover (October 1 - December 31)
 For plans with a deductible, co-insurance applies after the deductible has been met unless otherwise noted.*

APPENDIX D EXTRA DUTY/SUPPLEMENTAL SCHEDULE

Extra Duty/Supplemental Schedule 2024-2025

B-CLAD	\$1,200.00
HS Varsity Coach	\$3,500.00
Football Coach	\$4,000.00
HS Assistant Varsity Coach	\$2,000.00
HS JV Coach	\$2,000.00
Junior High Coach	\$2,000.00 per sport
Activities Director	\$3,000.00
Athletic Director	\$1,500.00 plus prep (if applicable)
Leadership Team	\$3,000.00
AVID Coordinator	\$3,000.00

***Based on Certificated Schedule**