CONTRACT

JULY 1, 2025 - JUNE 30, 2028

BETWEEN THE

ALAMEDA UNIFIED SCHOOL DISTRICT

AND THE

ALAMEDA EDUCATION ASSOCIATION

SIGNATURES

FOR THE DISTRICT:

Ryan LaLonde, President
Board of Education, AUSD

4/23/26
Date

FOR THE ASSOCIATION:

Judith Ganley, President
Alameda Education Association

4/23/26
Date

NEGOTIATING TEAMS:

For the District:

Timothy Erwin, Chief Negotiator
Namita Brown, Legal Counsel
Lynnette Chirrick, Principal, Franklin
Tanya Harris, Director, Elementary Education
Vernon Walton, Director, Secondary Education
Sandy Wong, Director, Human Resources

For the Association:

Veronica Rylander, Chief Negotiator
Larry Spots, AEA Executive Director
Ryan Brazil, Teacher, Love Elementary
Norma Hernandez Lopez, Teacher, Lincoln Middle School
Ronald Parodi, Teacher, Encinal Jr/Sr High School
Michael Rohn, Teacher, Alameda High School
Martha Zenk, Teacher, Franklin Elementary

For information or clarification, you should contact one of your Site Building Representatives, the Association Office at (510) 521-3034, or the District Human Resources Office at (510) 337-7000.

ALAMEDA UNIFIED SCHOOL DISTRICT
2060 Challenger Drive
Alameda, CA 94501
(510) 337-7000

2025-2026

BOARD OF EDUCATION

Ryan LaLonde	President
Heather Little	Vice-President
Jennifer Williams	Clerk
Carrie Hahnel	Trustee
Gary Lym	Trustee
Pasquale Scuderi	Superintendent of Schools

ALAMEDA EDUCATION ASSOCIATION OFFICERS

Judith Ganley	President
Veronika Huntsberry	Vice President
Sarah Noble	Secretary
Frank Beering	Treasurer
Paizley Spencer	Elementary Director
Michael Rohn	Secondary Director
Kelsey Ahern	Special Education Director

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ARTICLE 1
RECOGNITION

1.01 The Alameda Unified School District, hereinafter referred to as the "employer," "District," or "Board," recognizes the Alameda Education Association/CTA/NEA, hereinafter referred to as the "Association," as the exclusive representative for all certificated employees, tenured, temporary, and probationary, who are identified as part of Salary Schedules within Appendix A, including Main Salary Schedule (Teachers and School Nurses), Adult Education, Child Development Center, Counselors, CTE, School Psychologists, and SLPs.

The following positions are excluded from the Certificated Bargaining Unit: management - superintendent, assistant superintendents, directors, principals, vice-principals, deans, coordinators, supervisors - head counselors, guidance consultants, acting management, and substitutes (day-by-day).

ARTICLE 2
NEGOTIATION PROCEDURES

2.01 Timeline

The Association and the District shall present their "Sunshine proposals" by the first regular Board meeting in the December preceding the expiration of this Agreement, and shall hold an initial bargaining session by the end of the third week in the succeeding January; the parties' chief negotiators will confer in advance to determine the number of initial proposals to present at the first bargaining session. New subjects of meeting and negotiating arising from the presentation of initial proposals shall be made in accordance with Section 3547(d) of the Educational Employment Relations Act. It is the intent of the parties that negotiations be completed before the school year begins.

2.02 Composition of Teams – Scheduling

2.02.01 Either party may utilize the services of outside consultants to assist in the negotiations.

2.02.02 The Board and the Association may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.

2.02.03 The Association shall be allowed released time for no more than five (5) of its members for the purpose of attending scheduled sessions for negotiations.

Up to two (2) additional persons may be released for negotiations if the Association reimburses the District the actual cost of substitutes.

Representatives of the Association shall be scheduled to participate during the working hours in negotiations and impasse procedures and shall suffer no loss in compensation pursuant to Section 3543.1 of the Government Code. An extension of negotiating session beyond the employee workday and/or work year shall be by mutual consent.

2.03 Board-Provided Materials

2.03.01 The District shall furnish the Association with two (2) copies of the J200 Series (Annual Financial and Budget Report) when approved by the County and submitted to the State, and the P1 and P2 (State Attendance Report) at the time such reports are transmitted to the County or State. Other relevant information shall be available upon request. The Association shall provide to the District all non-confidential information that it has control of that will enable the District to carry out its obligation.

2.03.02 The District shall furnish the Association a document showing the placement of Bargaining Unit Members on the salary schedules and their fringe benefit coverage by name, contract status, and hire date. This document(s) shall be furnished not later than November 15 and shall reflect changes made up to November 1. This document shall be updated and resubmitted to the Association no later than ten (10) days after the start of the second semester and shall reflect the current status of all Bargaining Unit Members as of the second semester.

2.03.03 Within sixty (60) days of ratification of the Contract by both parties herein, the District shall have enough copies of the contract prepared and delivered to the Association for distribution to all its members.

2.04 Process

2.04.01 During negotiations, items tentatively agreed upon may be reduced to writing and initialed by both parties. If mutually agreeable, the tentatively agreed upon items shall be reduced to writing and initialed by both parties prior to adjournment of the meeting at which tentative agreement is reached. Tentative agreements are subject to agreement on all proposals being negotiated.

2.04.02 When the negotiators reach tentative agreement on all matters being negotiated, the complete Agreement shall be submitted to the membership of the Association and the Board for ratification prior to implementation.

2.04.03 Negotiations shall take place at a mutually agreed upon location. Agendas shall be developed at each session for the subsequent session.

2.04.04 During negotiating sessions, proposals and counter-proposals shall be set forth in writing and dated.

2.04.05 All negotiation sessions shall be closed unless mutually agreed upon in advance by both parties.

ARTICLE 3
ASSOCIATION RIGHTS

3.01 Use of Facilities

3.01.01 The Association and its members shall have the right to make use of school equipment, buildings, and facilities when not required to render service to the District. Such use shall be in conformance with the Civic Center Act and be scheduled with the principal and not result in disruption of the business of the District. The Association shall reimburse the District upon request for any consumable supplies and shall leave equipment, buildings and facilities in the same condition in which found.

3.01.02 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and employee mailboxes for communications in compliance with the law.

3.01.03 Authorized representatives of the Association shall be permitted to transact official Association business on school property when not required to render service to the District. Exercise of this right shall not result in the interference with employees on duty.

3.01.04 Organizational representatives will have the right to schedule meetings for employees before or after duty hours or at such other times when employees are not required to render service to the District.

3.01.05 No required District or site meetings involving unit members shall be called on the 3rd Tuesday of each month absent an emergency to allow attendance at the Association Representative Council.

3.02 Leaves and Release Time for Association Business

3.02.01 The Board shall grant leave to officers or representatives designated by the Association when their presence is requested by the District or required by the duty of fair representation. If this occurs during a time period when the designated officer or representative is off track, the officer/representative will be paid based on the per diem rate. Such days shall not be charged to the Association or the employees.

3.02.02 The Board shall grant leave to certain officers and representatives of Association, not to exceed a total of thirty (30) days per school year to attend to organizational business when circumstances are so circumscribed that the organizational matters must be attended to during the normal working day.

In addition to the above, up to twenty-one (21) days over the life of the Contract, upon request, shall be made available to the Association President or designee.

a. In carrying out this section, the Board shall not incur any costs contrary to codes regarding the expenditure of District funds.

b. The Association shall pay the cost of substitutes for days of leave under this section.

c. The Association shall provide prior notice to the Director of Personnel as soon as possible, but not later than twenty-four (24) hours in advance except in emergencies.

d. No one employee shall use more than ten (10) days under this section in any one school year.

3.02.03 The Association President(s) will notify the District annually of the amount of release time they require after consultation with the Superintendent. The District will pay 25% of Step 13, Column 2 for the Association President release time.

a. The District shall grant up to full-time release for the Association president or co-presidents, upon request by the Association.

b. The Association president/s shall advance on the salary schedule as though they had been a regular full-time unit member.

c. For a period not to exceed 4 years, the Association president/s shall be entitled to be assigned to the same site and position held prior to the release, or if circumstances do not permit such assignment, to an available position at the site; if such an assignment does not exist, then to a position within the District for which they are credentialed.

3.03 Access to Information

3.03.01 To the extent maintained by the District, listed names, addresses, telephone numbers, and personal (non-District) email addresses of all employees eligible for Association membership under Article 1 shall be provided without cost to the Association no later than November 15 of each school year.

3.03.02 The Board shall provide the Association with one (1) copy of the complete Board of Education meeting agenda and back-up materials.

3.03.03 Upon request, the Board shall furnish the Association any available information concerning District finance, professional staffing, or other information which is necessary for the Association to fulfill its role as exclusive representative.

3.03.04 Within thirty (30) days of the hiring of any employee eligible for Association membership, the Association shall be provided the following information to the extent maintained by the District: name, home address, telephone numbers, personal (non-District) email address, school site, grade level/assignment, date of hire, Full Time Equivalent status, employment status (probationary, temporary, permanent, etc.), and type of credential.

3.04 New Employee Orientation

3.04.01 The District shall provide an annual new employee orientation for all newly hired employees eligible for Association membership prior to the first calendared teacher work day. New employees shall be paid at the contractual hourly rate for the duration of these orientation meetings when such meetings occur outside of the unit member's

contract year and/or work day. The District shall provide written notice of the date, time, and location of the annual orientation to the Association president no later than twenty-one (21) calendar days in advance of the meeting.

3.04.02 The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with new employees during the annual new employee orientation. Such time will be scheduled at a time of the day mutually agreed upon by the District and the Association. District administration will excuse themselves during the Association portion of the orientation.

3.04.03 Any employee eligible for Association membership hired after the start of the school year shall be provided an in-person onboarding meeting within twenty-one (21) calendar days from the date of hire. The District shall notify the Association of all new hire onboarding meetings no later than ten (10) days prior to the meetings; if an urgent need to staff a position makes the ten-day prior notification impossible, the District will provide the Association with as much prior notification as possible as well as an explanation as to the nature of the need. The Association may have a representative present at new hire onboarding meetings. If the Association is unable to be present at an onboarding meeting, the Association reserves the right to request a meeting with a newly hired unit member at a time mutually agreed upon by the Association and member; this time may be during contractual work hours so long as the meeting does not interfere with the member's duties.

ARTICLE 4
DISTRICT RIGHTS

4.01 All District rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as modified by the terms and conditions of this Agreement.

4.02 The District has the right to make reasonable rules and regulations pertaining to employees consistent with this Agreement.

4.03 Concerted Activities

The Association agrees that there will be no strike or other form of work stoppage during the term of this Agreement.

In the event that the parties reopen this contract pursuant to mutual agreement, the no strike provisions of this article shall not apply after exhaustion of statutory impasse procedures.

ARTICLE 5
LEAVES

5.01 Bereavement Leave

5.01.01 An employee shall be entitled to a leave of seven (7) days due to the death of spouse, domestic partner, parent, or child.

5.01.02 An employee shall be entitled to a leave of absence, not to exceed three (3) days for one-way travel of 250 miles or less; or five (5) days if one-way travel of over 250 miles is required, due to the death of any member of their immediately family, except for spouse, domestic partner, parent, or child.

5.01.03 For purposes of this provision, the term "immediate family" shall include grandparents, grandchildren, in-laws, siblings of the employee, or any individual residing in the immediate household of the employee. Inclusion of other members in the definition of "immediate family" may be granted at the direction of the Superintendent or their designee.

5.01.04 Any employee may be granted leave of up to two (2) days for the death of persons of established close family relationship.

5.01.05 For leave granted under this provision, no deductions shall be made from salary or sick leave, unless otherwise specified.

5.01.06 Upon exhaustion of bereavement leave, an employee may use personal necessity leave in accordance with Section 5.04.

5.01.07 Upon exhaustion of personal necessity leave, an extension of bereavement leave may be granted by the Superintendent or their designee but it shall be deducted under sick leave. Requests shall not be unreasonably denied.

5.01.08 Notification to the District of the absence shall be made in accord with the sick leave policy.

5.02 Judicial Leave

An employee shall be granted leave to appear in court as a witness when subpoenaed, other than as a litigant, to serve on a jury, or respond to an official order from another governmental jurisdiction for reasons not brought about by the connivance or misconduct of the employee. An employee shall receive their regular pay and shall endorse to the District any amounts received for jury duty.

5.03 Illness or Injury Leave

5.03.01 A full-time employee shall be entitled to leave of ten (10) days with full pay each school year for purposes of illness, injury, or wellness.

5.03.02 An employee who works less than full-time shall be entitled to that portion of the ten (10) days as the number of hours per week of scheduled days relates to the number of hours or a full-time employee in a comparable position.

5.03.03 A full-time employee may use up to ten (10) days of accrued/available sick leave per year to attend to an illness of a child, parent, or spouse. This use shall be subject to the same conditions and restrictions as apply to the employee's use of sick leave for their own illness. This sick leave entitlement shall not extend the maximum period of leave to which the employee is entitled under Government Code Section 12945.2 or the Family Medical Leave Act and shall run concurrently with those leaves when the reason for this leave is also reason for leave under those provisions.

5.03.04 Extended Sick leave of Absence with 5 Month Differential Pay

During each school year when a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from their duties on account of illness or accident for an additional period of up to five school months, whether or not the absence arises out of or in the course of employment, the amount deducted from the salary due the unit member for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee to fill the position during the absence or, if no substitute employee was employed, the amount that would have been paid to the substitute had they been employed. The District shall make every reasonable effort to secure the services of a substitute employee. Any salary paid to a substitute in excess of the absent unit member's daily rate shall be paid by the District.

a. The sick leave, including accumulated sick leave, and the five-month differential period shall run consecutively, unless an employee qualifies for Catastrophic Sick Leave, under Article 5.03.15. In the case of an employee who qualifies for Catastrophic Sick Leave, the order of benefits shall be (1) accumulated sick leave, (2) approved catastrophic leave, (3) differential pay leave, and (4) second approved catastrophic leave.

b. If awarded catastrophic leave the employee may use that leave prior to the five (5) month differential pay leave.

c. A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, the unit member may take the balance of the five-month period in the subsequent school year.

d. When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident beyond the five month period provided for above, and the unit member is not medically able to resume the duties of their position, the unit member shall, if not placed in another position, be placed on a reemployment list for a period of 24 months if the unit member is on probationary status, or for a period of 39 months if the unit member is on permanent status. When the unit member is medically able during the 24 or 39 month period, the unit member shall be returned to employment in a position for which they are credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five-month period provided for above.

5.03.05 An employee may accumulate unused sick leave without limitations.

5.03.06 The District may require verification of illness, injury, or quarantine from a licensed physician, licensed medical care provider or nurse practitioner, if an employee utilized sick leave for five (5) consecutive school days. Employees returning to work from sick leave involving major surgery or serious illness shall be required to present a doctor's release verifying medical permission to return to work.

5.03.07 An employee must contact their supervisor in advance of taking sick leave whenever possible in order that other arrangements may be made for services needed. In cases where the absence will be for a period more than one day, the employee will notify the Substitute Desk the day prior to their return. Where earlier notification is not possible, the employee will notify the Substitute Desk between 6:00 AM and 8:00 AM on the day of return to duty.

5.03.08 An employee who is absent for one-half day or less shall have one-half day deducted from accumulated leave; and if the absence exceeds more than one-half day, a full day shall be deducted from accumulated leave. When the notification of return to duty is given too late to withdraw the substitute from the assignment, the substitute shall be permitted to work an additional one-half day and the regularly assigned employee shall be assessed an additional half day of absence.

5.03.09 A full-time Adult School employee shall be entitled to ten (10) days sick leave. Hourly Adult School employees shall be entitled to sick leave based on twice the number of hours of service per week assigned.

5.03.10 An Adult School employee who does not use the allotted sick leave during any school year shall be allowed to accumulate sick leave on the following basis: the average number of days employed per week shall determine the number of days of sick leave allowed. The number of days of allowable sick leave shall be converted into hours and the net number of hours unused at the close of the school year will be credited to the employee.

5.03.11 A ten (10) month employee serving in a certificated position during the summer months may use any accumulated sick leave in a manner similar to the regular school year.

5.03.12 The Superintendent or their designee or the supervisor of the employee may require a physician's or other verification as to any employee's claimed reasons for absence in any situation which it is believed that no valid grounds exist for the employee's claim for absence.

5.03.13 Quarantine Absence

There will be no charge against an employee's cumulative sick leave if because of another's illness they have been quarantined by city or county health officers. Under these circumstances, the employee shall receive their salary in full.

5.03.14 Catastrophic Sick Leave Bank

a. The District and the Association shall maintain a Catastrophic Leave Bank. The purpose of the Catastrophic Sick Leave Bank is to provide those Unit Members with severe, incapacitating, life-threatening illnesses or injuries with additional leave

support in a manner that is fair and equitable for all members. The Catastrophic Sick Leave Bank is the only means by which donated sick leave days may be claimed by a member.

b. Every unit member who wishes to be eligible for this "bank" must contribute one sick leave day to the "bank". A unit member is eligible for the bank if they (1) contribute within the first 90 days of a school year, or (2) have contributed one or more days since July 1, 2022, or (3) contribute within 90 days of hire. The District will provide the Association with a list of eligible members at the start of each school year.

c. Any time the bank falls below three hundred (300) days a new solicitation shall be done. To maintain eligibility, a unit member who has previously contributed to the bank will be required to contribute a day within 90 days of the new solicitation.

d. A maximum of sixty (60) days may be given a member for catastrophic leave. All catastrophic leaves must be preceded by a letter defining the catastrophic nature of the request. An employee applying for catastrophic leave shall have suffered severe incapacitating, life-threatening illness or injury, as certified by the attending physician or doctor, which requires the regular and continual care of a physician or doctor, and which prevents the employee from performing the substantial duties of their assignment. The Chief Human Resources Officer and the Association President shall act upon the request. The granting of catastrophic leave shall be contingent upon mutual agreement of the District and Association and this decision shall not be grievable.

e. A condition of the granting of the first sixty (60) days of catastrophic leave shall be the exhaustion of fully paid leave. However, the first sixty (60) catastrophic leave days shall be considered pre-differential days.

f. Any unit member is eligible to reapply for one additional unit of sixty (60) days if needed after the differential days have been exhausted.

g. To be eligible for an additional sixty (60) days of catastrophic leave (paragraph above), the unit member shall be enrolled in an income protection plan providing for a minimum of one (1) year's salary.

h. A review of the Catastrophic Leave Bank may be initiated by the District or the Association by May 1 of any year and shall be continued into the next school year only with mutual agreement.

5.03.15 Sick Leave Incentive

A full-time employee shall accumulate one extra day of sick leave for each year that the employee uses one or less days of sick leave.

A donation to the catastrophic leave bank shall not constitute use of sick leave for purposes of this provision.

5.04 Personal Necessity Leave

5.04.01 Subject to Article 5.04.02, any days of leave of absence for illness or injury allowed pursuant to Section 5.03.01 may be used by the employee at their election in cases of personal necessity.

5.04.02 In any single school year a maximum of seven (7) days of accumulated sick leave may be used for personal necessity reasons.

5.04.03 Under personal necessity an employee shall not be required to secure advance approval for leave taken for events beyond the control of the employee, such as:

a. Death or illness (medical need) of a member of their immediate family.

b. Accident involving their person or property, or the person or property of a member of their immediate family.

c. Imminent danger to the home of the employee, occasioned by an event such as flood or fire, serious in nature, which under the circumstances the employee cannot reasonably be expected to disregard, and which requires the attention of the employee during their assigned hours of service.

5.04.04 In cases where personal necessity leave is anticipated, the employee shall submit a Time Off Request to the Human Resources Office. Requests for such leave are to be submitted at least two (2) business days prior to commencement of leave.

5.04.05 The District Human Resources Office shall be responsible for the administration of personal necessity leave, including verification of such leaves.

5.05 Industrial Accident/Illness Leave

5.05.01 An employee will be entitled to industrial accident or illness leave according to the provisions in the Education Code for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

5.05.02 Such leave shall not exceed sixty (60) days during which schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same industrial accident or illness.

5.05.03 For any days of absence from duty as a result of the same industrial accident or illness, the employee shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100% of the amount the employee would have received as salary had there been no industrial accident or illness.

5.05.04 If the employee fails to endorse to the District any wage loss disability indemnity check received due to the industrial accident or illness as provided above, the District shall deduct from the employee's salary warrant the amount of such disability indemnity actually paid to and retained by the employee.

5.05.05 The District has the right to have the employee examined by a physician designated by the District to assist in determining the length of time during which the employee will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.

5.06 Pregnancy-Related Leave

5.06.01 Pregnancy Leave: The Board shall provide for leave of absence from duty for any employee who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the employee shall resume their duties, shall be determined by the employee and the employee's physician.

5.06.02 Pregnancy Disability: An employee is entitled to use personal illness leave as set forth in Section 5.03 of this Article for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom. Such leave shall not be used for child care, child-rearing, or preparation for child-rearing, but shall be limited to those disabilities as set forth above.

The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the employee and the employee's physician; however, the District management may require verification of the extent of disability through consultation with the employee and the employee's physician.

5.06.03 The District will follow all State and Federal laws regarding providing space and access for lactation purposes.

5.07 Child-Bonding Leave

The District will follow all State and Federal laws regarding compliance with Child-Bonding leave.

5.08 Child-Rearing Leave

5.08.01 Upon request, the Board shall provide an employee who is a parent an unpaid leave of absence for the purpose of rearing their child. Such leave shall remain in effect no longer than the end of the second semester following the request for this leave.

5.08.02 An employee shall notify the Superintendent or their designee that they intend to take such leave at least six (6) weeks prior to the anticipated date on which the leave is to commence or as soon as possible. Upon request, the Board shall extend a child-rearing leave up to two (2) additional semesters.

5.08.03 Any employee who seeks an extension of a child-rearing leave shall notify the Superintendent or their designee no later than six (6) weeks preceding the expiration of the original leave.

5.09 Health Leave

5.09.01 The Board shall grant an employee who has exhausted all other illness leaves, upon request, an unpaid leave for health reasons for the period requested up to the end of the school year.

5.09.02 A statement by the employee's physician to the effect that the employee is entitled to such leave shall be furnished at the Board's request.

5.09.03 An employee shall notify the Board of their intended return date at least two (2) weeks in advance but in no event later than June 30.

5.10 Study Leave

5.10.01 Board may grant an employee an unpaid leave of absence to pursue educational improvement and advancement. This improvement and advancement shall consist of a formal course of study for credit. Such leave shall be for a minimum of one semester and a maximum of two (2) semesters and shall be extended upon request for a maximum of two (2) additional semesters, provided that verification of full-time academic pursuit is presented.

5.10.02 An employee shall make application to the Superintendent or their designee at least six (6) weeks prior to the anticipated date on which the leave is to commence.

5.10.03 An employee who seeks an extension of study leave shall make application no later than six (6) weeks preceding the expiration of the original leave.

5.11 Legislative Leave

5.11.01 An employee who is elected or appointed to a public office shall be entitled to an unpaid leave of absence for the length of their term or terms of office.

5.11.02 The employee on such leave shall notify the Board of their intended return at least six (6) weeks in advance.

5.11.03 The employee on such leave shall be entitled to return to employment at the end of the leave.

5.12 In-service Leave

Upon request, an employee may be granted in-service leave for the purpose of improving their professional performance. This includes attendance at professional conferences and performance of duties as an officer in a professional organization. Application for such leave shall be made to the employee's immediate supervisor or their designee. Such leave shall be paid.

5.13 Sabbatical Leave

5.13.01 All applications for sabbatical leave shall be submitted to the Human Resources Office and shall include a detailed outline of the purpose and the plans for use of such leaves.

5.13.02 An employee who has served the District for seven (7) consecutive years is eligible to apply for sabbatical leave. Authorized leaves shall not constitute a disruption of

consecutive years of service accruing toward the sabbatical leave requirements. Leaves may be one semester or one year.

5.13.03 Applications for sabbatical leave must be submitted to the Human Resources Office no later than March 1 of the year preceding the school year in which leave is requested.

5.13.04 Members of the unit may be granted sabbatical leave in any one school year if approved by the Board in accordance with the provisions of this section.

Distribution of leaves will be weighted against the following criteria:

a. Specific purpose of the sabbatical and the benefit to the schools and pupils of District
b. Quality of applicant's service to the District
c. Former sabbatical leaves granted to the employee
d. Total length of employee's professional service
e. Employee's seniority in the District
f. Cost to the District

5.13.05 Evaluation of application shall be made by a committee consisting of three (3) employees appointed by the Association and three (3) others appointed by the Superintendent or their designee.

5.13.06 An employee on sabbatical leave shall be compensated at the difference between the salary of the employee on leave and the salary at Step 1, Column 3, on Salary Schedule A. While on leave, the employee may continue fringe benefits at their own expense.

5.13.07 Upon application, the employee will sign an agreement to return to service in the District for not less than two (2) years upon completion of leave, or restore to the District all compensation received while on leave. Sabbatical leave salary payment will be made in the same manner as if the employee were working in the District.

5.13.08 In case of injury to, or illness of, the employee during sabbatical leave which prevents them from completing the purpose of the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If death, serious injury, or disabling illness prevents the employee from fulfilling the agreement to return to service in the District, no repayment of salary will be required.

5.13.09 The employee who has taken sabbatical leave will file with the Human Resources Office, for transmission to the Board of Education, a detailed report within sixty (60) days after returning, giving evidence that the program of study and/or travel has been carried out.

5.13.10 Upon approval by the Board of Education, a contract shall be drawn which provides for reimbursement to the District in the event of failure to complete the specifications of the contract.

5.14 Family Medical Leave

5.14.01 The District shall comply with the applicable provisions of the California Family Rights Act and the Family and Medical Leave Act. Nothing herein shall be construed to delete any rights in the contract or the Education Code.

5.14.02 Specifically, the Act permits leave for birth of a child, placement of a child for adoption or foster care, to care for a spouse, child or parent with a serious health condition, or a serious health condition which renders the employee unable to perform job functions. Any leave authorized under FMLA or CFRA shall run concurrently with a unit member's accrued sick leave.

5.14.03 Definitions of child and parent shall be as defined in the above law.

5.14.04 For any of the above leave reasons, the employer shall maintain the employee's health benefits coverage on the same level as if the employee has continued to work to the extent required by the above referenced law. If an employee fails to return to work, an employer may recover its share of health plan premiums paid during the period of unpaid leave unless the failure to return is caused by a serious health condition of the employee or other circumstance beyond the employee's control.

5.14.05 Family medical leave will run concurrently with other paid and unpaid leave if the reasons for the leave meet the requirements of family medical leave.

5.14.06 An employee may be required to provide medical certification whenever a serious health condition of the employee or their family member is the reason for the leave. A second or third medical opinion may be required regarding the employee's serious health condition at the District's expense. In certain circumstances, the employee may be required to provide recertification of their serious health condition (e.g., when the duration and/or need for the leave is uncertain). Failure to obtain medical certification when necessary may delay the granting of the leave request until such certification is provided.

5.14.07 Where advance notice is possible, an employee must provide 30 days advance written notice of the need for the leave. If the need for the leave is unforeseen, written notice must be given as soon as possible. Failure to provide advance written notice may delay the granting of leave.

5.14.08 An employee may be required to provide periodic reports of their status and of their intent to return to work while on leave. Such reports may be required as often as every 30 days, unless otherwise specified by the employee's immediate supervisor.

5.14.09 An employee on family leave for their own serious health condition is required to provide a fitness-for-duty certificate from their physician before they will be reinstated to employment.

5.15 Military Leave

Unit members who have active duty assignments during the school year shall be compensated in accordance with applicable law.

5.16 Casual Absence

A supervisor shall have the power to grant a full-time employee permission to be absent, without loss of salary, for parts of a day, not to exceed one-half day, when good reason for such absence exists and provided that frequent requests for such absence are avoided. Such absences may be granted only when the supervisor is certain that the normal assignment for the individual can be adequately covered. If a Unit Member is assigned by the site administrator to cover a period for a casual absence during their preparation period, they shall be compensated per Article 8.04.

5.17 General Purpose Leave

A leave granted by the Board not specified or defined is a general purpose leave. In the application, the employee must specify the reason for the leave. If this leave is granted, it shall be granted for a maximum of one year. An employee is not limited to one general leave per career. Normally the Board shall not grant a leave to allow the employee to accept other employment, whether the employment be as an educator or in a different occupation.

5.18 Returning from Leave

5.18.01 An employee on an unpaid leave of absence shall be entitled to be assigned to the same site and position held prior to the leave of absence, or if circumstances do not permit such assignment, to an available position at the site similar to the position held at the time the leave was granted only if the employee notifies the District by March 1 of their intent to return for the coming school year. If an employee is on leave for health purposes, the District may require a report from the employee's physician prior to March 1 regarding whether the employee will return to work at the beginning of the following school year. This provision shall not apply to any leave longer than one year.

5.18.02 If, when requested to do so an employee fails to notify the District prior to July 1 of their intent to remain or not to remain in the service of the District, the District may terminate the employee as of June 30th of that year in accord with Education Code section 44842. A notice and hearing as required by the Education Code shall be offered prior to termination.

5.19 Miscellaneous

5.19.01 An employee on an unpaid leave of absence shall be entitled to make payments for all District Group Insurance programs in which the employee may wish to participate.

5.19.02 The Superintendent or their designee may require, where any absence for illness, accident or quarantine is taken during a work stoppage, a statement from the attending physician for such absence. The expense, if any, for this statement verifying valid absence during work stoppage, shall be paid by the District if the employee's medical plan does not cover such expense. No compensation shall be paid for absences which are not under the provisions of this Article.

5.19.03 The District has the right to require that an employee be examined by a physician designated by the District at the District's expense prior to an employee's return from leave.

This procedure shall be implemented only for just cause. The employee reserves the right to a second medical opinion by a physician or practitioner of the employee's choice at the District's expense.

No absence arising from implementation of this section shall result in loss of salary, fringe benefits, sick leave, or any other leave rights.

ARTICLE 6
GRIEVANCE PROCEDURE

6.01 Definitions

6.01.01 A "grievance" is a claim of a violation, misinterpretation or misapplication of a provision of this Agreement.

6.01.02 A "grievant" may be any certificated employee(s) of the District covered by the terms of this Agreement who is making a claim(s), or the Association where the grievance is a class action and the Association President or a unit member(s) belonging to the affected class signs the grievance, or where the Association is the adversely affected party.

6.01.03 A "day" is defined as a working day when teachers are required to be in attendance. If the grievant(s) is at a year-round school, "day" will be a working day on the year-round calendar applicable to the grieving unit member(s).

6.02 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem which may from time to time arise 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.

6.03 Levels

6.03.01 Level One

Within twenty (20) days after the aggrieved knew of the act or condition and its aggrieving nature that formed the basis of the grievance, the aggrieved person shall formally file a statement of grievance on the District-provided form or a copy (Appendix B). Forms may be obtained from site administrator, District Office or Association. The grievant shall have previously attempted to resolve the alleged grievance by discussion with their immediate supervisor. The administrator shall render a proposed resolution in writing within ten (10) days of receiving the written grievance, with a copy to AEA.

6.03.02 Level Two

If the grievant is dissatisfied with the response at Level One, they may within five (5) days of the Level One response appeal the decision to the Superintendent/ Designee. As soon as possible, but in no event later than ten (10) days after receipt of the written grievance by the Superintendent /Designee, the Superintendent/Designee shall meet with the aggrieved person and a representative of the Association, if requested by the grievant, in an effort to resolve it. The Superintendent/Designee shall give the grievant a written response within five (5) days of the meeting, with a copy to AEA.

6.03.03 Level Three: Mediation

If the grievant is not satisfied with the response at Level Two, the District and the Association may mutually agree to submit the grievance to mediation.

6.03.03.01 The Association must notify the District in writing within five (5) working days of the conclusion of Level Two of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than five (5) working days after receipt of the Association's written request.

6.03.03.02 Within five (5) working days following the agreement of the District and the Association to mediate the grievance, the Association shall notify State Mediation and Conciliation Service or other mutually agreed upon source to appoint a mediator. The mediator shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.

6.03.03.03 There shall be one (1) person from each party designated as spokesperson for the party at the mediation conference.

6.03.03.04 The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance. Either party may raise any issue related to the grievance, whether or not it was raised earlier.

6.03.03.05 If, after due diligence, the mediator concludes resolution Is not possible, the mediator shall notify both parties in writing.

6.03.03.06 The fees and expenses of the mediator shall be shared equally by the parties.

6.03.04 Level Four

If the grievant is not satisfied with the written response to their grievance at Level Two, and the parties do not agree to participate in Level Three, or the grievance is not resolved at Level Three, the aggrieved person may, within ten (10) days after a decision by the Superintendent/Designee, request in writing that the Association submit their grievance to arbitration. The Association, by written notice to the Superintendent/Designee, within fifteen (15) 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 questions shall be ruled upon by the arbitrator.

6.04 Arbitration

6.04.01 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within five (5) days of the Association's submission of the grievance to arbitration, the District shall request a list of arbitrators from the State Mediation and Conciliation Service. The parties shall alternately strike names, the first strike being determined by lot. No issues shall be considered which have not been a part of the grievance from Level One.

6.04.02 The arbitrator's decision shall be in writing and shall set forth their 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 they judge to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement.

6.04.03 All costs for the services of the arbitrator, including but not limited to, per diem expenses, their 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.

6.04.04 The parties may agree to an expedited arbitration procedure in any particular case. If used, the parties agree to be bound by the expedited rules of the American Arbitration Association.

6.05 Miscellaneous

6.05.01 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two. Time limits for appeal provided in each level shall begin the day following receipt of written decision by the parties in interest.

6.05.02 A reasonable number of representatives of the exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation for the processing of grievances.

6.05.03 All documents, communications and records originating with the grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.

6.05.04 The time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. A statement of this Agreement shall be in writing.

6.05.05 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 year, could result in harm to the aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or may be extended so resolution is attempted as soon as practicable.

6.05.06 Nothing contained herein shall be construed as limiting the right of any teacher to represent themself through Level Two of the procedure and have the grievance resolved without intervention of the Association provided the District shall not agree to a

resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and been given the opportunity to file a response.

6.05.07 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board against any aggrieved person, any party in interest, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

6.05.08 If the administration fails to respond in writing to the grievant at any of the pre-arbitral levels of the procedure, the grievant may proceed to the next level.

ARTICLE 7
PROFESSIONAL DUES & PAYROLL DEDUCTION

7.01 Payroll Deduction

Any employee who is a member of the Alameda Education Association, CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Upon written notification by the Association, the District shall initiate or discontinue the deduction of Association dues for an employee effective with the payroll cycle following the first payroll cutoff date after receipt of notification.

7.02 With respect to all sums deducted by the District pursuant to Sections 7.01 the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.

ARTICLE 8
WORK HOURS

8.01 Site Time

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

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

8.02 Professional Duties and Activities

8.02.01 Professional duties, to be performed on or off site, shall include:

- Preparation for instruction
- Evaluation of student work
- The development of education plans, when appropriate.

8.02.02 Additional professional activities may include:

- Special help for students
- Curriculum and program development
- Attendance at school functions, specifically excluding any event whose primary purpose is the marketing of a site (e.g. K Information Night, Steam Nights, incoming 9th grader Information Night)
- Other activities, which arise in the course of the year, due to unexpected circumstances
- Professional growth

8.03 Preparation Time

8.03.01 Preparation periods shall be self-directed time for teacher use and discretion for professional activities such as:

- Preparation of lesson plans, student assignments and materials, visual aids, films, room displays, and evaluation of student work.
- Conferencing with parents, students, administrators, and other District employees as scheduled by the unit member.
- Other duties mutually agreed upon by the teacher and the principal or immediate supervisor.

Members shall notify the site administrator or designee before taking their preparation period off of their assigned site. Site administrators retain the discretion to meet with teachers during their preparation time on occasion.

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

Child Development Center Teachers: One hour a week of teacher planning time shall be arranged, except for teachers working a split shift. Teachers on a split shift will be

entitled to the equivalent of two (2) days preparation time per year, as authorized by the administrator. State licensing ratios will need to be maintained in this arrangement. The planning time will be established between each teacher and the director.

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

Kindergarten Teachers: If the District operates a "full day" Kindergarten day consistent with the 2017/18 school year, Kindergarten teachers shall receive four 60-minute preparation periods per week, three of which shall be individually scheduled, and one self-directed common preparation period.

If the District operates a Kindergarten day consistent with the 2015/16 school year preparation time shall begin after the completion of the student day. As with other teachers receiving a daily preparation period, in-lieu time will only be granted per 8.04(a) or (b) below.

The District shall provide the Association with a schedule for the kindergarten day no later than January 31 of the prior school year.

Elementary Grade Teachers: Four 60-minute preparation periods per week, three of which shall be individually scheduled, and one self-directed common preparation period.

Any unit member who loses their individually scheduled preparation period due to a holiday identified in article 8.08.02 (excepting full-week breaks) shall have the option to work up to one hour beyond their professional work day in order to make up the missed preparation period. Such work shall be consistent with the purposes set forth in article 8.03.01 and shall be compensated at the in-lieu rate.

On other occasions during the instructional year when an individually scheduled preparation period is missed due to District scheduling, in-lieu time shall be granted. Fourth and fifth grade classroom teachers shall receive one additional release day per trimester.

Unit members shall not be assigned preparation periods on Monday for more than two consecutive school years unless the unit member requests it.

Secondary teachers (6-12): Preparation time is equivalent to at least one sixth of the aggregate student academic day. Exceptions to this preparation time require a waiver request submitted to the Association.

8.04 In-Lieu Time

Accumulated in-lieu time may be turned in for compensation by submitting a timecard to Human Resources. Effective July 1, 2022, in-lieu time shall be paid at $70 per hour. The minimum payment for a missed preparation period shall be one hour.

8.04.01 In-lieu time shall be granted when during a preparation period, a unit member supervises another unit member's class for one period as assigned by the administrator. When a unit member who is not entitled to receive a preparation period under the terms of this agreement, e.g. a secondary counselor, is assigned to supervise another unit member's class, in-lieu time shall be granted for time spent performing duties after their regular work hours that would have been performed during the period of supervision. The assignment shall be presented to the employee in writing.

8.04.02 In-lieu time shall be granted when a unit member takes additional students into their classroom because of the absence of another unit member. In-lieu time shall be credited when the additional students, plus the regular enrollment of that class, exceeds class maximum as stated in the contract.

8.05 Lunch Time

Every member of the bargaining unit shall be entitled to not less than a forty (40) minute duty-free uninterrupted lunch period per day, except on rainy days or any other day with a variation in schedule when the lunch period shall be no fewer than thirty (30) minutes. Unit members and site administrators may mutually agree that members will perform the extra duties provided for in section 8.06 below during the member's lunch period. No unit members shall be required to perform extra duties during the member's lunch period.

8.06 Extra Duties

Unit members have the option to select, in advance, those extra duties they would prefer to perform. Sign-ups for extra duties will occur at the beginning of the school year and as events are placed on the school calendar. Documentation of extra-duty events served will be kept by the site administrator and will be made available upon request. Any questions concerning the assignment of or the crediting and accounting of extra-duty events will be addressed to the site administrator.

Where possible, the administration shall provide advanced written notification of extra-duty assignments.

8.06.01 All middle school and high school unit members shall select up to four (4) extra duties at 4.0 hours for a total of 16.0 hours from among the following areas:

Athletic events

Dances

Plays

Graduation

High School Class Sponsor (equivalent of 4 extra duties)

Club Sponsor (equivalent of 2 extra duties)

PTA or PTSA representative

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

School Site Council

ELAC

Leadership Team

Go Green Coordinator

Other additional duties as mutually agreed upon by the unit member and administrator.

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

The sponsoring of student clubs shall be voluntary.

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

PTA

SSC

DLAC

ELAC

Event supervision, such as science fairs, carnivals, concerts, etc.

AEA representative, officer or negotiating team member (maximum of eight [8] hours credit)

Go Green Coordinator

Leadership Team

Emergency Preparedness Coordinator(s)

SST

Sunshine Committee Coordinator(s)

Other additional duties as mutually agreed upon by the unit member and administrator

8.06.03 No unit member will be required to perform extra duties beyond 16.0 hours in a school year.

As duties vary from site to site, administrators will consult with unit members at their request at the start of each school year regarding the expectations and anticipated time commitments of the site's extra duties.

8.06.04 All extra duties and obligations shall be equitably and reasonably distributed. Such duties will be posted as assigned. Part-time members shall be expected to perform non-teaching duties as set forth in this section on a prorated basis in the same manner as full-time employees.

Activities and events that do not have enough staff sign-ups will be assigned by the administration to members of the faculty that have the least number of events served and/or the least number of events committed for the school year.

8.06.05 Traveling Employees

Unit members who are required to travel between school sites within a given day in the performance of their duties shall be assigned non-instructional duties as described

above. Principals shall confer regularly to see that these duties are assigned in such manner.

8.07 Faculty Meetings

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

8.08 Site Collaboration

Collaboration is designed by the site leadership team to support the process of working together to achieve the goals and actions in the school site plan. The structure will support time for teachers to plan, problem-solve together, and participate in inquiry together. Sites shall have no more than four (4) days per month for no less than 55 minutes and no longer than 60 minutes of collaboration within the workday on Wednesdays. Site leadership teams will create a schedule for collaboration.

The District in collaboration with the Academic Committee shall be able to coordinate up to six (6) cross site collaborations per school year. Unit members will not be expected to travel to other sites to participate in cross site collaboration. Unit members will choose from a menu of collaboration sessions, planned with input from the Academic Committee, site teams, grade level leads, and department chairs. Unit members who plan cross site sessions outside their workday shall be compensated at the hourly rate.

The site leadership team will be representative of members on staff and selected by constituent unit members each year.

1. Secondary teams will include a minimum of department heads/leads and administrators.
2. Elementary teams will include a minimum of three teachers and one administrator.
3. Members should represent different grade levels with one special education related staff member, intervention lead, or specialist teacher also recommended.

The Academic Committee will meet twice a year to review implementation of site based collaboration.

8.09 Length of Work Year

8.09.01 Unless specified elsewhere, the length of the work year for members of the unit shall be 186 days, of which 180 shall be teaching days, two (2) shall be work days, two (2) shall be staff development days, and two (2) shall be for teacher collaboration as determined by the site leadership team.

8.09.02 Calendars

Calendars for future school years (beginning with the 2020/21 school year) shall be jointly developed on an annual basis by a committee consisting of three members selected by the Association, three members selected by the District. Additionally, one member from each of the other recognized bargaining units within the District may serve on the committee in a non-voting, advisory only capacity. The calendar committee shall propose two calendar options for the school year no later than December 1. The committee's proposed calendars shall be submitted within 30 days to the Association's membership. The two options will be voted upon by the Association membership by February 1. Within 30 days, the option chosen by the Association's membership shall be

submitted to the District's Governing Board for consideration. The calendar selected by the membership shall not take effect unless ratified by the District's Governing Board. If the Association and the District cannot agree to a calendar through this process, the last agreed-upon calendar shall remain in effect.

The calendar committee may consider the following guidelines, which have been developed with the intention that the District and the Association create calendars in conjunction with education code provisions, parent and community needs, student testing, and the need to maximize student attendance.

Teacher Work Days

Two (2) teacher work days occur within the work year for unit members.

Teacher Staff Development Days

Two (2) staff development days occur within the work year for unit members.

Teacher Collaboration Days

Two (2) teacher collaboration days occur within the work year for the unit members

August/September

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

November

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

December

The winter break shall be at least 10 work days. December 25 and January 1 shall be among the 10 days selected for the winter break.

January

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

February

Presidents' Day may be observed as a holiday on the third Monday and Lincoln's Day holiday may occur on the Friday before the Presidents' Day holiday or combined with other days to have an entire week off which would be called Presidents' Week.

March/April

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

May

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

June

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

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

8.09.04 The School Psychologist work year will consist of 195 days, of which a minimum of 175 shall be student days. For the remaining 20 days and the 175 student days the psychologists will submit a proposed calendar to their immediate supervisor for approval, no later than June 30th.

8.09.04.01 The workday for school psychologists shall be eight (8) hours.

8.09.05 The Counselor work year will consist of 191 days, of which up to three (3) may be non-student workdays for paperwork including writing reports and letters. These non-student workdays shall be scheduled with approval from their immediate supervisor.

8.10 Kindergarten Teachers

8.10.01 All Kindergarten classes will have minimum release days for the first fifteen days of instruction.

8.10.02 Kindergarten teachers may allow a student to take a rest period.

8.10.03 Kindergarten teachers who, at the written direction of their administrator, attend kindergarten information night will be paid for their time, at a minimum of one hour.

8.11 Middle School Teachers

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

8.12 Committees

8.12.01 Participation on school site and cross-site department committees normally shall not result in additional compensation even if some of the required hours are outside of the student's instructional day. Additional pay may be provided at the discretion of the site administrator.

8.12.02 Any District committees, with a majority of committee members' consent, may meet after school rather than during the school day. If the committee chooses to meet after school, unit members attending shall receive an hourly rate for time spent in the committee after the regular workday.

8.13 ASTI Calendar

ASTI is in partnership with a separate institute of higher education, unique challenges arise which requires ASTI to create a school calendar that bridges two institutes. Therefore, this program shall have a separate calendar approval process.

ASTI will have its own calendar committee made up of two AEA representatives who will be appointed by the AEA President/designee and two AUSD administrators, one of which will be the ASTI site administrator.

This committee will jointly develop two calendar options for the ASTI faculty to vote on. The two calendar options will be presented to the AEA E-Board for their consent. Once the AEA E-Board has given their consent, the two calendars will be presented to the ASTI faculty for selection of a calendar. The ASTI faculty shall make its selection no later than March 31st.

AEA shall notify the District within 30 days after the calendar committee has submitted its two calendar options to the AEA E-Board. This calendar shall then be submitted to the District's Governing Board for consideration.

ARTICLE 9
CLASS SIZE

9.01 State Law

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

9.02 Regular Program Class Size

Class sizes shall not exceed the following except as provided for in Sections 9.03, 9.04, 9.05, 9.07, and 9.10.

	Class Maximum
Grade TK	Class size will be compliant with State Law
Grades K-3	25
Grades 3/4 combination	25
Grades 4-5	32
Grades 4/5 combination	29
Grades 6-8 at elem. sites	32
Grades 6-8	33
IM1 and World Languages 1 & 2 Double-rostered 6-8/9-12	33
Grades 9-12	35
Secondary ELD Newcomer/Beginner	18
Secondary ELD Intermediate/Advanced	26

9.03 Middle School Site

No middle school site teacher shall have more than 165 student contacts, excluding teachers referred to in Section 9.05. In computing student contacts for middle school CORE teachers, the number of students in each class period shall be added to compute the total, even though the students may be the same for 2 or 3 consecutive periods. The middle school site class maximum may be 35 students for academic classes where only a single section is offered.

9.04 Jointly Taught Classes

When a class is jointly taught or supervised by more than one credentialed teacher, class size shall be determined by dividing the number of students by the number of credentialed teachers assigned to the class. This section shall not apply to classes co-taught with a Special Education teacher.

9.05 Music, Physical Education, ROTC

The following classes may exceed the above maximum number: Music, Physical Education, ROTC. Physical Education class size, at the middle school and high school, shall not exceed fifty-five (55) students. No student shall be placed in a classroom unless there exists sufficient classroom materials, furniture, and physical space to accommodate the student. No high school physical education teacher shall have more than 250 student contacts. No middle school teacher who teaches only P.E. shall have

more than 200 student contacts. P.E. teachers grades 6-12 who teach classes in addition to P.E. shall have student contacts calculated on a pro-rata basis.

9.06 Time Limit for Adjustment

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

9.07 Special Classes

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

9.08 Elementary School Class Size Overages

The District shall make every effort to keep class size below the maximums set forth in 9.02.

9.08.01 Teachers of combination (multi-grade) classes shall not be assigned an overage student except in exceptional circumstances. In that case, the District shall consult with AEA.

9.08.02 The teacher receiving the overage shall be paid two (2) hours per day at the in-lieu rate for as long as the overage shall exist. Elementary teachers who have an overage shall receive one additional release day for each trimester that an overage exists. Elementary specialists (e.g. Music, P.E. and Media Center) shall be paid one (1) hour at the in-lieu rate for each period in which the maximum is exceeded for as long as the overage exists.

9.08.03 No student exceeding the class maximums will be placed in a classroom unless there exists sufficient classroom materials, furniture, and physical space to accommodate the student.

9.08.04 No more than two students over the maximum shall be placed in a class.

9.09 Secondary School Class Size Overages

The District shall make every effort to keep class size below the maximums set forth in 9.02.

9.09.01 Following the timeline in 9.06 when an overage exists at the secondary level the District shall first seek volunteers to take additional students. In the event there is no volunteer the site administrator shall decide which teacher(s) will receive the overage. The teacher receiving the overage shall be paid one period per day at the in-lieu rate for as long as the overage shall exist.

9.09.02 No students exceeding the class maximums will be placed in a classroom unless there exists sufficient classroom materials, furniture, and physical space.

9.09.03 No more than two students over the maximum shall be placed in any class; no more than five students over the maximum shall be placed in a high school class for which only one section is offered.

9.10 Exceptions

9.10.01 Large group instruction or experimental classes are permitted where the Association Leadership and the District mutually agree to exceed the maximums.

9.10.02 In the event it is desirable that other negotiated maximums be exceeded in a given school, the Association Leadership and the District shall mutually agree to make such exceptions.

9.11 Waivers For Teacher's Assistants

Teachers in grades 6-12 may request a waiver of the maximum daily student contacts and/or the maximum class size limits set forth above when the inclusion of a "work experience student" (also known as a "teacher's assistant") in one such class would cause either the maximum daily student contacts and/or the individual class size limits to be exceeded.

9.11.01 Waiver Approval Process

a. The waiver must be approved by the site principal

b. The waiver must be approved by an official AEA Site Representative

c. A copy of all approved waivers will be provided to the Chief Human Resources Officer and the Association; if either party wishes to review the waiver they may call for a meeting with the site administrator and the requesting Unit Member.

d. Prior to the 20th day of school, a work experience student/teacher's assistant may remain in a class even if their presence causes the class to exceed maximum class size limits, pending completion of the waiver process. After the 20th day of school, the full approval process must be completed before a work experience student/teacher's assistant may be placed in a class if their presence would cause the class to exceed maximum class size limits.

ARTICLE 10
TRANSFER

10.01 Definitions

10.01.01 A transfer is a move from one work site to another. A transfer may be initiated by the unit member or by the District. A transfer may result in a change in work calendar.

10.01.02 A reassignment is a change in teaching assignment that does not involve a change in work site, e.g. a change in grade level in grades K-5, or teaching a course in a different department in grades 6-12.

10.01.03 A relocation is a room change at a work site.

10.01.04 A vacancy for purposes of transfer is a certificated position declared vacant by the Chief Human Resources Officer.

10.01.04.01 All positions filled by temporaries at the end of a school year shall be declared vacancies if (1) the school site where the temporary is assigned projects the same number or more FTE in the coming school year, and (2) no permanent employees are returning to the site from a one-year leave.

10.01.04.02 All positions which are additions to the current number of District FTE shall be declared vacancies.

10.01.04.03 A position created by the resignation, death, or retirement of an employee necessitating a replacement shall be declared a vacancy. If the resignation, death, or retirement does not result in a vacancy, then the District shall supply the Association with supporting in rationale and data, upon request by the Association, within ten (10) days of the request.

10.01.05 Consistent with the California Education Code Section 35036, a seniority preference posting is defined as a posting for a position which (1) is vacant between the first day of school and April 15, or (2) is, prior to April 15, known for the ensuing school year based on all information available to the district and site administrators/program managers.

10.02 Employee-Initiated Transfer

10.02.01 A unit member may request a transfer from one work site to another as per 10.04, Procedure for Filling Vacancies.

10.02.02 Any permanent employee in special program shall have the option of applying for transfer to vacancies in the regular educational program.

10.02.03 Any Child Development Center or Adult School employee who transfers into the regular educational program shall be granted leave from their previous position until permanent status in the regular program is received. Should such employee decide to return to the previous program, no loss of seniority or other rights shall occur.

10.03 Employee-Initiated Exchange

10.03.01 A permanent employee may apply to exchange their position for another position by applying in the Human Resources Office each year by March 1.

10.03.02 The Chief Human Resources Officer or their designee shall assist eligible employees who apply in finding exchange partners.

10.03.03 The following criteria shall be met prior to the implementation of an exchange:

a. Participating employees shall receive a satisfactory evaluation in the last evaluation year.

b. Participating employees shall be appropriately credentialed.

c. Approval by the Chief Human Resources Officer.

10.03.04 The exchange shall be between two unit members only and shall be for one year.

10.03.05 If the exchanging employees, the site principals, and the Chief Human Resources Officer agree, the exchanged positions may become the employees' regular positions after the one-year exchange period.

10.04 Procedure for Filling Vacancies

10.04.01 A seniority list will be provided to each site and the Association by February 1.

10.04.02 Vacancies shall be emailed to the District-maintained distribution list of certificated employees and to the Association, and placed on the District-designated website (Edjoin.org) for a period of at least five (5) days. If a vacancy occurs twenty (20) days or fewer before the beginning of school, the posting of a vacancy shall remain at the discretion of the Chief Human Resources Officer. Any listing shall specify whether the posting is a general or seniority preference. Seniority preference postings as defined by 10.04.07 for which there is no qualified applicant after the initial 5 day period will be reclassified as general without need to repost the position. General postings which remain vacant as of the first day of school will be reclassified as seniority preference for 5 days, and should no qualified applicant be found, will be reclassified as general without need to repost the position general.

10.04.03 On March 30 the district will email to the District-maintained distribution list of certificated employees a list of all known vacancies for the following school year. The district will continue to update this list though April 15 via daily emails. Electronic copies of the list and updates will be provided daily to the Association.

10.04.04 Applications shall be made in writing to the Human Resources Office within the posted time.

10.04.05 The Chief Human Resources Officer shall provide the hiring manager (i.e. the principal of the school or director of the program or department where the vacancy is located) a list of applicants who are credentialed for the position.

10.04.06 General Posting

10.04.06.01 The hiring manager shall select candidates for interview from among all external candidates on the list. For purposes of this section, any unit members on temporary contracts shall be treated as external candidates. Any current permanent or probationary unit members with applicable credentials applying for the position shall be granted an interview.

10.04.06.02 The position shall be awarded to the candidate who has the experience, education, and skills which best fit the grade level, subject and field of the position.

10.04.06.03 If two or more candidates are equal, and at least one of those candidates is a current unit member, the position shall be awarded to the candidate with more years of service in the District.

10.04.07 Seniority Preference Posting

10.04.07.01 For purposes of this section a "qualifying" applicant is a unit member who:

a. Completes an application within five days of the posting of the position posted on or before April 15.

b. Has appropriate qualifications and credentialing.

c. Has received a rating of 'Satisfactory' or 'Effective or higher' in all areas of the most recent final evaluation report.

d. Has not accepted a seniority preference posting within the last 24 months.

e. Must have permanent status.

10.04.07.02 Qualifying unit members applying for a seniority preference posting shall meet with a panel consisting of the hiring manager, one unit member from the site or program selected by the Association, and one unit member from the site or program selected by the hiring manager. The purpose of this meeting will be to familiarize the applicant with the site's program and philosophy to ensure that the transfer would result in a good fit for all parties.

10.04.07.03 The position will be awarded to the most senior applicant. If two or more equally senior applicants apply, the hiring manager shall select the applicant whose experience, and education and skills best fit the grade level, subject, and field of the position.

10.04.07.04 The Chief Human Resources Officer or their designee shall notify the candidates in writing of acceptance or denial within five days of the conclusion of the hiring process.

10.05 District-Initiated Transfer

10.05.01 Prior to the District initiating a transfer, the Association President shall be notified.

10.05.02 A unit member who is to be transferred shall receive written notice of such action together with the reason/s for the transfer. If the transfer is for programmatic needs, the program and the need shall be specified. Transfers shall not be retaliatory or capricious.

10.05.03 The Chief Human Resources Officer shall arrange a conference with the unit member and discuss the reason/s for requesting the transfer. This conference shall occur within ten working days of the initial written notification.

10.05.04 Prior to or at the conference, the unit member may submit a written statement to the Chief Human Resources Officer or their designee citing the reasons for not being transferred. The Chief Human Resources Officer shall consider any such statement before making a final decision to transfer the unit member, and shall render a final decision within five (5) working days of the conference.

10.05.05 A unit member who is to be transferred shall have the right to indicate preference in writing from a list of known vacancies. The Chief Human Resources Officer shall consider such preferences, subject to the unit member's experience, credential, training, or seniority, when making the final decision.

10.05.06 In the event a transfer is initiated due to changing enrollment, the following procedures shall be followed for overstaffed schools:

10.05.06.01 The local administrator shall decide in which subject or grade level the overage exists, and shall inform the entire faculty at a staff meeting of the number of positions to be eliminated.

10.05.06.02 Any unit member in the overstaffed school may volunteer to be displaced. The displacement will not be considered a transfer and shall not affect the employee's right to request a subsequent transfer. Such voluntary displacement carries no automatic right to return to the home school and the unit member must accept all conditions, which would have applied to the unit member who was being displaced.

10.05.06.03 If no unit member(s) volunteers from the over-staffed school, the unit member(s) to be retained will be determined by the administrator on the basis of the educational program of the school. The unit member(s) retained shall be judged on the following verifiable criteria:

10.05.06.03.01 Such unit member possesses special instructional skills or qualifications needed by the pupils and the educational program.

10.05.06.03.02 The grade level, subject, field and position for which the employee is best suited.

10.05.06.03.03 The experience and training which best fit the position.

10.05.06.03.04 The years of service in the District when the above factors are equal.

10.05.06.04 The reasons for any transfer shall be given to the unit member, in writing.

10.05.06.05 Any unit member transferred or reassigned under this section who has not been placed by the first workday of the traditional year calendar shall have the right of first refusal to any open positions for which they possess qualifications.

10.06 A unit member who has been reassigned or transferred by the district for reasons other than changing enrollment or programmatic need shall not be subject to another reassignment or transfer for 24 months, unless initiated by the unit member.

10.07 School Closure/Year-Round Conversion

A unit member who is displaced because of school closure or because the school to which they are assigned is converting to year-round and they do not want to work year-round shall have preferential application and placement rights in filling available vacancies. The District shall confer with the Association to develop a process for such transfers on a case-by-case basis as closures/conversions occur.

10.08 Assistance for Moving

10.08.01 When a unit member is relocated from room to room, or transferred from site to site, the District will provide assistance in moving District property and the unit member's property used for instructional purposes.

10.08.02 Unit members transferred by the District or relocated by the District to a new site, classroom, or teaching space shall be given, if requested, up to two (2) working days for preparation for the new position and moving time if the move occurs within the 186 day work year. These working days must be applied for and used within ten (10) working days of the transfer or relocation.

10.08.03 Unit members who are transferred by the District or relocated by the District to a new site, classroom, or teaching space outside of the 186 day work year shall be compensated at their per diem for up to two (2) days.

10.09 Psychologists and Speech Language Pathologists (SLP) Site Assignments

No later than April 15th of each year psychologists and speech language pathologists will submit their site assignment preferences to the Director of Special Education. The Director of Special Education will provide no later than one week prior to the last student day of the school year, the site assignments for the following year.

ARTICLE 11
EVALUATION

The District and the Association recognize a collaborative evaluation process that is both flexible and supportive is needed in order to achieve a supportive partnership between evaluator and unit member being evaluated. A joint AEA-AUSD Evaluation Committee has developed and continues to refine the Differentiated Professional Growth System (DPGS). Appendix C-2 (DPGS Guide) contains a description of the procedures and forms.

11.01 Purpose

11.01.01 The principal objective of evaluation is to continue to improve the quality of professional practice; therefore, the fundamental premise for a successful evaluation program rests in the reciprocal respect and confidence generated between the evaluator and the unit member being evaluated.

11.01.02 This Article incorporates specific procedures for the formal and structured evaluation that is scheduled in conformance with Education Code Sections 44660-44665. The evaluation criteria are based on state law and the California Standards for the Teaching Profession (CSTP). (See Appendix C-1).

11.01.03 DPGS Evaluation Committee

The DPGS Evaluation committee, made up of three Association-appointed members and an equal number of District-appointed members, shall exist to evaluate and assess the effectiveness of the evaluation process and make best practices recommendations to the bargaining team. Unit members appointed to the committee may vary from time to time and in response to the task under consideration

11.01.03.01 The DPGS Evaluation Committee will work with stakeholders to develop evaluation processes for specialized unit members, such as nurses, psychologists, counselors, teachers on special assignments, etc. The Committee shall provide an update on their progress by the last Board meeting in April.

11.02 Criteria Areas for Evaluation

11.02.01 Members of the unit with instructional duties shall be evaluated in all standards of the California Standards of the Teaching Profession ("CSTP").

11.02.02 Members of the unit with non-instructional duties shall be evaluated in accordance with job descriptions and/or professional standards as approved by State or recognized National Associations.

11.03 Procedures for Evaluation

11.03.01 The District shall formally evaluate the performance of probationary employees annually and may evaluate temporary employees. A unit member in their first year of permanency who has received at least an overall summative evaluation rating of satisfactory/effective/applying in the probationary period shall be next evaluated in the second year of permanency.

11.03.02 After the second year, a permanent unit member shall be evaluated every other year until year eight (8), in which the unit member may qualify for the extended evaluation cycle. A permanent unit member on leave for one year or more shall be evaluated in the year they return.

A unit member receiving an overall summative evaluation rating of ineffective, emerging, or exploring rating shall be referred to PAR in accordance with Article 28 and shall be evaluated annually until they receive an overall summative evaluation rating of effective/applying or higher.

Evaluators referring unit members to PAR shall complete Form D, Peer Assistance and Review (PAR) Referral Goals.

11.03.03 By mutual agreement of the evaluator and the unit member to be evaluated, the Permanent unit members may enter into an extended evaluation cycle, in which the unit member shall be evaluated at least once every four (4) years using the regular process of evaluation in this article providing all of the following conditions are met:

a. The unit member has been employed by the District for eight (8) years.

b. The unit member's immediate overall prior summative evaluation was at least effective or applying and deemed as meeting or exceeding the professional standards.

c. The unit member has been determined to be highly qualified as defined by the California Commission for Teacher Credentialing and required by their teaching assignment.

The mutual decision to move a unit member out of the 2-year evaluation cycle shall be made at the end of the unit member's evaluation year provided that the unit member meets all of the criteria listed above. The evaluator shall complete the Extended Evaluation Cycle Option section of Form C.

Mutual agreement may be withdrawn by either the evaluator or the unit member within 45 calendar days of the beginning of the school year. Should the evaluator withdraw consent, notice shall be provided to the unit member. The withdrawal of consent shall not subject a permanent unit member to be evaluated more than every other year as per Article 11.03.02. The parties intend this section to apply to extended evaluation cycle and not cohort placement.

11.03.04 By the third (3rd) Friday of October, the unit member and the evaluator responsible for their evaluation shall meet for a Goal Setting conference. At this conference, the unit member and evaluator shall review previous formal evaluations along with the unit member's self-evaluation (Form A- Levels of Teacher Development Across the CSTP) and draft goals (Form B- Professional Growth Goals). Unit member and evaluator will agree on and finalize goals at this meeting and document on Form B. Failure to reach agreement on the CSTP element goal(s) or the impact on student growth will result in the evaluator and unit member discussing with the Chief Human Resources Officer, who will make the final decision.

During the course of the evaluation period, unforeseen circumstances may arise which require modification of the goals. The necessity for review of the goals shall be mutually determined by the unit member and the evaluator and the determination of the new goals shall be arrived at in accordance with this Article. Rubric and forms needed for the Goal Setting Conference incorporated in Appendix C-2.

11.03.05 All formal and informal observations under the evaluation process will occur between September through April depending on unit member's employment status

For Probationary employees, two (2) formal observations as well as several informal observations will be required. The first observation shall be completed by December 1st.

For permanent employees, the evaluation shall be two (2) formal observations OR one (1) formal observation with multiple informal observations. The option of two (2) formal observations OR one (1) formal observation with informal observations shall be mutually agreed to by the evaluator and unit member. These observations shall be completed before April 1.

Formal observations shall last no less than thirty-five (35) minutes and shall be prescheduled by the evaluator and the unit member. If no agreement can be reached, the evaluator shall schedule the required observations. The evaluator and the unit member will correspond at least two work days prior to each formal observation. The unit member shall provide a brief outline for the planned lesson.

Nothing in this section precludes the unit member from asking for additional observations by the evaluator.

The evaluator and unit member shall meet within seven (7) workdays, barring extenuating circumstances, after the observation to discuss the observation and the formative evaluation. A written copy of the formative evaluation (Form C- Formative and Summative Evaluations) will be given to the unit member at the meeting.

If the rating for the formal observation is ineffective, emerging, or exploring the evaluator shall specify improvement suggestions and directions on the observation report.

If the evaluator and unit member mutually agree to not hold a second formal observation, there will be a mid-year reflective conversation.

11.03.06 A formal evaluation conference shall be held to discuss the written Summative Evaluation. It shall be held no later than March 1 for a probationary teacher and May 1 for all others. The contents of the observation forms and the Summative Evaluation shall be discussed at the conference.

Prior to the meeting, the evaluator will draft their initial thoughts on the Summative Evaluation Form, assessing performance against the agreed goals and provide this document to the unit member at least twenty-four (24) hours prior to meeting. The evaluator and unit member will discuss and review the evidence of progress on the

teaching practice and student learning growth and reflect on the professional growth of the unit member over the evaluative year.

Following the meeting the evaluator will finalize the Summative Evaluation Form and provide it to the unit member within seven (7) workdays of the conference. The unit member may add additional comments to the Summative Evaluation.

11.03.07 All unit members shall receive a rating in each evaluation criteria area outline in Form C, as well as an overall summative rating of "Innovating, Effective, Emerging, or Ineffective/Innovating, Integrating, Applying, Exploring, or Emerging". If any of the evaluation criteria are marked as "Emerging" or "Exploring", evaluator shall provide comments or evidence.

11.03.08 For any unit member receiving an overall summative rating of "Ineffective, Emerging, or Exploring" the unit member shall submit in writing on or before the last workday of the year the action they will take to correct the specified deficiencies and shall be referred to PAR in accord with Article 28.

11.03.09 The evaluated unit member and evaluator shall sign all copies of the Summative Evaluation to acknowledge receipt of the Summative Evaluation. In the event that the unit member feels their evaluation was incomplete or unjust, they may put their objections in writing and have them attached to the Summative Evaluation to be placed in the personnel file with the evaluation. These shall be submitted within thirty (30) calendar days of the evaluation conference.

11.03.10 Any unit member who receives an overall rating of "Ineffective, Emerging, or Exploring" on their Summative Evaluation shall, upon request, be entitled to a different administrator appointed by the Superintendent or designee for the next evaluation cycle.

11.03.11 When the evaluator or the unit member being evaluated deems it necessary, they may request the assistance of other evaluators to supplement the observation and evaluation activities.

11.04 Other Areas Related to Evaluation

11.04.01 Any significant complaint against a unit member shall be handled in accordance with Article 20.03 (Complaints Against Unit Member).

11.04.02 The evaluation and assessment of certificated employee performance pursuant to this Article shall not include the use of publishers' norms established by standardized tests.

11.04.03 Completed Form C: *Formative and Summative Evaluations* and if applicable, Form D (Peer Assistance and Review Referral Goals) or (Mutal Agreement to Extend the Evaluation Cycle) shall be provided to the unit member, as well as Human Resources for their personnel file. No other document created as a part of the evaluation process shall be placed in the personnel file unless the member so chooses.

11.04.04 Specifics regarding process and Forms to be used in connection with this procedure are in Appendix C-2 of the collective bargaining agreement between the Parties.

11.04.05 The use of unsubstantiated information is excluded from the evaluation process.

11.05 Counselor Evaluation

Counselor evaluations shall follow the evaluation time schedule outline in Article 11.06 and use the forms in Appendices C-3 and C-4 of the current contract.

11.06 Evaluation Time Schedule for Unit Members

	Evaluation Step/Task	DUE DATE
11.06.01	Evaluation Pre-Conference	By the 3rd Friday of October
11.06.02	First scheduled formal observation for Probationary employees	By December 1
	Final date for Probationary employee Summative Evaluation and conference	By March 1
11.06.03	Scheduled formal observations for Permanent employees	By April 1
	Final date for Permanent employee Summative Evaluation and conference	By May 1

ARTICLE 12
HEALTH AND WELFARE BENEFITS

12.01 District-Provided Coverage

The District agrees to contribute monthly towards benefits for all unit members and their domestic partners and dependents to the amount of the medical cap. Any cost above the medical cap shall be covered by a deduction from the unit member's salary.

Effective January 1, 2026, the cap shall be set at $1,168.86 per month for all tiers of coverage.

Effective July 1, 2026, the cap for Employee +1 Dependent and Employee Family (2+) shall be set at $1,700 per month.

Effective January 1, 2027, the cap for Employee Only shall be set at $1500 per month.

Effective January 1, 2028, the cap for Employee +1 Dependent and Employee Family (2+) shall be set at $1,800 per month.

Vision, dental, and term life insurance shall be covered by unit members' elections under a member's 125 Plan. For the 2019 Open Enrollment period, the parties agree to change the Dental plan election from non-voluntary to voluntary. The plan shall provide for a non-composite rate structure. This new plan will become effective January 1, 2020.

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

Unit members must complete their enrollment forms within 30 days of their date of hire or wait for the Open Enrollment period or as the result of a qualifying event to enroll in group benefits.

Unit members have the responsibility to notify the Human Resources benefits desk of any qualifying event that affects their dependents or their own ability to qualify to receive group benefits.

12.02 Retirement Health Plan

12.02.01 Eligibility: Qualifying employees must be 52 to 65 years of age and have at least ten years of service credit with the District.

12.02.02 Length and Coverage

12.02.02.01 Except as set forth in section 12.02.02.02, eligible retired unit members shall be entitled to a monthly District contribution towards medical benefits in the amount of $514.11.

12.02.02.02 Eligible unit members who retire between July 1, 2023, and December 31, 2024, and thereafter, shall be entitled to a monthly District contribution towards medical benefits as follows:

a. From July 1, 2023, through December 31, 2024, the monthly District contribution shall be capped at $514.11.

b. Effective January 1, 2025, the monthly District contribution shall be capped at $1,021.41.

12.02.02.03 Eligible retired unit members shall be entitled to employee-only coverage, and they shall not be entitled to the in lieu payment described in section 12.03.01.

12.02.02.04 Coverage shall terminate on the retired unit member's 65th birthday.

12.02.02.05 Eligible retired unit members may elect to cover their spouse at their own expense. Providers and rates are specified in Appendix H.

12.02.02.06 Benefits shall be discontinued if the retired unit member fails to make the required employee contributions. A grace period of 10 days shall be given before benefits are terminated

12.03 Cash in Lieu Options

12.03.01 If satisfactory evidence of other medical coverage is produced as required by the District no more than once per year, and unit member so authorizes, the District shall allocate a cash payment of $305 per month in lieu of providing medical coverage. This benefit shall be available to full-time unit members and to part-time unit members on a prorated basis. As long as the District maintains an Internal Revenue Code section 125 Plan, subject to the terms of the plan, and applicable law, this may be done under the section 125 Plan.

As an alternative, unit members may receive the payment described in section 12.03.01 as a taxable cash benefit, subject to appropriate tax, or have it invested in a tax sheltered annuity of their choice, after withholding appropriate Medicare/FICA and other payroll deductions, subject to a monthly administrative fee, with the District providing payroll deduction for this purpose.

The deadline to submit this paperwork is December 31st.

12.04 Duration of Benefits

12.04.01 The benefits provided in this Article shall remain in effect during the term of this Agreement.

12.04.02 Any unit member on an unpaid leave under this Agreement shall be entitled to continue coverage under the plans of this Article by paying the premiums on a monthly basis.

12.04.03 Any unit member whose employment terminates during the life of this contract shall be entitled to continuing benefit coverage on District plans at their own expense in accord with federal law.

12.04.04 Benefits begin the first day of the month following the date employment begins.

12.05 Benefits for a Part- Time Employee

12.05.01 A part-time unit member shall have the option of enrolling in any of the employee benefit plans offered. The employer contribution will be prorated based upon the employee FTE. Example: 60% employee would receive an employer contribution of $308.47 ($514.11 x 60%) for Employee Only coverage level.

12.05.02 An hourly Adult School unit member shall have the option of buying into any of the employee benefit plans by paying the premium difference between the ratio of part-time employment and full-time employment. Full time shall be considered 30 hours per week, as per Article 22.03.

12.05.03 Such employee shall become eligible upon the first day of employment. Benefits begin the first month following the date employment begins.

12.06 Open Enrollment

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

12.07 Domestic Partners

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

12.07.01 Definition

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

12.07.02 Criteria

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

a. Both persons have a common residence.

b. Both person agree to be jointly responsible for each other's basic living expenses incurred during the domestic partnership.

c. Neither person is married nor a member of another domestic partnership.

d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

e. Both persons are at least 18 years of age.

f. Both persons are capable of consenting to the domestic partnership.

g. Both persons have filed a Declaration of Domestic Partnership (Appendix F-1) with the Alameda Unified School District.

h. It has been at least six months since either of the two parties has filed a Notice of Termination of Domestic Partnership (Appendix F-3) with the Alameda Unified School District. This prohibition does not apply if the previous domestic partnership ended because one of the partners died or married.

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

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

a. One partner gives or sends to the other partner a written notice by certified mail that they are terminating the partnership.

b. One of the domestic partners dies.

c. One of the domestic partners marries.

d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of a common residence.

12.07.03 Registration

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

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

b. Two persons who are of opposite sexes if both persons are age 62 or under shall complete and file a Declaration of Domestic Partnership on the State of California form (Appendix F-1).

12.07.04 Termination

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

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

b. Two persons who are of opposite sexes if both persons are age 62 or under shall complete and file a Notice of Termination of Domestic Partnership on the State of California form (Appendix F-3).

All benefits provided by this section shall cease as of the last day of the month in which the relationship ended. If the District suffers any loss as a result of the employee's failure to file notice, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated

12.07.05 Application and Terms

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

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner is a dependent of the employee as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and FUTA taxes on these amounts and ensure adequate withholding.

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

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

12.08 Children of Unit Members

In accordance with Alameda City USD Board Policy 5116.1, students whose parent/guardian is assigned to a school site as their primary place of employment shall have the same enrollment priority at that school as students who reside within the school's zone of attendance (or for an open enrollment or magnet school, who reside in the school's priority zone). (Education Code 35160.5)

ARTICLE 13
TEACHER/UNIT MEMBER SAFETY

At the beginning of each school year, the District will provide each school site and AEA with a safety reference guide. The guide will identify applicable safety laws, rules, and regulations that apply to the sites, including but not limited to CAL-OSHA, the California Education Code, Title V and AHERA. The guide will identify any notification processes applicable to unit members. The guide also will provide contact information that will enable bargaining unit members to obtain further information about the applicable laws, rules and regulations; to obtain publicly available reports and documents; and to report suspected deficiencies in the fulfillment of the District's obligations under those laws, rules and regulations. The district is responsible for providing training regarding safety and emergency protocols.

13.01 Teaching Related Duties

The provisions of this Article shall apply to the performance of duties whether or not performed during the workday.

13.02 Unsafe or Hazardous Conditions/Standards of Cleanliness

13.02.01 Recognizing that safety of students is the joint concern of unit members and the District, every effort shall be made by both parties to prevent unsafe or hazardous conditions. Bargaining unit members shall report suspected unsafe or hazardous conditions to appropriate District personnel. The District shall provide a response within 24 hours and address said conditions in a reasonable and timely manner.

a. Unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.

b. In the event that CAL-OSHA investigates any condition(s) that might have a direct impact on the safety and well-being of any unit member, the Association shall be immediately contacted and apprised of the situation.

c. The District shall provide each classroom and major work area with first aid kits containing basic first aid supplies.

d. Every classroom and major work area shall have a reliable means of receiving and sending communication required to ensure the safety of staff and students in the event of an emergency; this includes the means to share information with 911, and the site office. The District will provide the Association with annual updates regarding the work of outfitting all classrooms and work areas with a centralized alert system and locks that can be secured from within the room. The District and AEA shall collaborate to provide unit members access to spaces where they can shelter with students in the case of emergencies.

e. Neither the District nor a bargaining unit member shall knowingly violate the provisions of the California Fire Code.

f. Unit members shall cooperate with administrators and other staff in maintaining cleanliness on school sites and shall report deficiencies to the principal.

g. Unit members shall be provided access to the existing public report regarding asbestos in District buildings. The report shall be available in the school office, and notice of the report's availability shall be posted prominently.

13.03 Assault on Unit Members

13.03.01 Unit members shall immediately report cases of assault and/or battery suffered by them during work hours or school-sponsored activities to their site administrator or immediate supervisor, who shall immediately report the incident to the police. Such notification shall be immediately forwarded to the Superintendent. The Superintendent (or designee) shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved.

13.03.02 A unit member who is the victim of a verbal, written, electronic, or physical threat, assault, or attack shall be, upon request, immediately granted release from duty for the remainder of the day on which the threat, assault, or attack took place. By permitting the unit member the leave described above the District is not conceding the existence of a work-related injury or illness.

13.03.03 A unit member involved in a verbal, written, electronic, or physical threat, assault, or attack by a student shall be granted, upon the unit member's request, a conference with the site administrator or designee, to discuss the student's placement, prior to the student's return to the unit member's classroom. At the unit member's option, this conference may include or exclude the student and student's parent or guardian.

13.03.04 When a unit member is involved in a verbal, written, electronic, or physical threat, assault, or attack by a student with a Special Education IEP, a meeting of the IEP team will be convened, within ten working days of the unit member's request, to create a Behavior Intervention Plan, or modify the existing Behavior Intervention Plan, to address all aggressive behaviors exhibited by the student.

13.04 Physical Control

In the exercise of professional responsibilities, the unit member has the authority to use reasonable physical restraint for the purpose of protection of self and students. The District shall provide annual in-service training on a voluntary basis to unit members interested in learning/acquiring skills in how to subdue assaultive students, break up student fights, and use intervention skills.

The District will notify unit members per Education Code 49079 and where warranted provide training to unit members.

13.05 Student Suspension

A unit member may suspend a student from their class for any act that disrupts or diminishes the education process according to California Education Code 48900 (see Safety Reference Guide). The suspension may begin on the day the act is committed and continue the following day.

13.06 Classroom Visitation

To ensure the safety of students and staff, and prevent undue interference with instruction or harassment of school staff, unit members will be given reasonable advance notice of written requests by a parent/guardian to observe their class(es); observations may not exceed 30 minutes in length. Upon the request of the unit member, the District shall designate an administrator to accompany parents/guardians during parent-initiated observations.

13.07 Storage Space

The District shall provide the following storage space:

a. A separate lockable drawer space with key at every teaching station for every unit member.

b. Lockable closet space with key to store coats and other personal articles at every school site.

c. Storage space at each school site for personal instructional materials.

13.08 Reimbursement

The District shall reimburse unit members for any loss, damage, or destruction of personal property (1) used as part of an approved school program or (2) suffered while performing services for the District on District property or as assigned. Reimbursement shall not exceed $1,000 per occurrence regardless of the value of the property and shall be available only if the unit member had taken appropriate measures to protect the property. Reimbursement shall not be available for cash. Where there is a question, the burden shall be on the unit member to show that the damage was the result of a school-related incident. The following other provisions shall apply:

13.08.01 Personal Property Used as Part of an Approved School Program: any item of personal property valued at $50 or more to be used in connection with the unit member's duties is eligible for reimbursement only if registered in advance of use. The property must be registered each school year at the building site where it is located. The value of the property must be agreed upon by the unit member and the principal/supervisor on the registration form. These forms will be distributed to each unit member in the first month of the school year. A copy of the registration form is attached to the Agreement as Appendix E. A claim for reimbursement of this property must be accompanied by a copy of the registration form and an incident report.

13.09 Motor Vehicle of Unit Member

Damage to a unit member's motor vehicle shall be reimbursable only if job-related. To be reimbursed, the unit member must have conclusive evidence that the damage was job-related. A claim for reimbursement of this property must be accompanied by a police report and an incident report.

13.10 Other Losses or Damage

13.10.01 The District may establish reasonable rules and regulations for the verification of losses or damage. An incident report must accompany any claim for reimbursement.

13.10.02 Claim Process

Completed reimbursement claims must be submitted within five workdays of the unit member's knowledge of the incident. The reimbursement claim form shall be available at each site, and submitted to the District Office with a copy to the site manager. If the District Office denies the claim, the unit member may appeal to the District panel. The panel shall be formed by the administrator in charge of reimbursement and the representative from each employee group (ACSA, CSEA, and AEA). The panel's decision shall not be subject to the grievance procedure.

13.10.03 These procedures shall be posted at each site and site administrators shall inform unit members of this process by memorandum or at a public meeting.

13.11 Liability Insurance

Any time a unit member is performing their official duties, they are covered by the District's comprehensive liability insurance policy.

13.12 Student Transportation

13.12.01 No unit member shall be required to use their own car to transport students.

13.12.02 Should the District request or require that a unit member transport a student or students in a vehicle owned by the District, the District shall provide full primary liability coverage for any liability which may occur during such assignment. Unit members shall be provided with documentation of primary liability coverage, which shall be carried in the vehicle during such assignment.

13.13 Specialized Health Care Procedures

Unit members, other than school nurses, shall not be required to perform specialized health care. Unit members who have volunteered to be trained in the delivery of specialized health care procedures may choose to provide these services as needed.

13.14 Staff Facilities

Each site shall be provided with the following for staff use:

a. A lunchroom/faculty lounge, adequately furnished;

b. Adequate lavatory facilities for staff use only;

c. Telephone facilities which provide privacy; and

d. A step ladder.

Unit members will have access to their classroom/s, work spaces, and restrooms during the work day.

13.15 Site Access

Each school site will have classrooms/work spaces usable for unit members at least three (3) working days before unit members are required to report back to work.

13.16 TB Testing

Examinations for tuberculosis shall not be required more than once every four (4) years; if such examinations are not provided by the District, they shall be paid for by the District.

13.17 HVAC

a. No unit member shall be required to work in a workspace that is less than 59°F, except for that period of time necessary to bring portable heating devices and raise the temperature above 59°F or for that reasonable period of time necessary to find an alternate and available suitable space.

b. No unit member shall be required to work in a workspace that is greater than 82°F, except for that period of time necessary to bring portable cooling devices and lower the temperature

below 82°F or for that reasonable period of time necessary to find an alternate and available suitable space.

c. Unit members shall be responsible for informing their supervisors when HVAC systems are not functioning, when rooms are colder than 59°F, and when rooms are warmer than 82°F.

d. Every reasonable effort will be made to relocate any unit member when the unit member has reported a temperature below 59° F or above 82° F and no remedy is available.

ARTICLE 14
SALARIES

14.01 Increase to Salary Schedules

2025 – 2026

Effective July 1, 2025, all unit members shall receive a three percent (3%) on schedule salary increase.

Effective January 1, 2026, all unit members shall receive a one percent (1%) on schedule salary increase.

For the 2025-2026 school year, all unit members shall each receive a one-time, off schedule payment of $2160 that is equivalent to two percent (2%) to the entire unit. This one-time payment shall be pro-rated per each unit member's FTE.

2026-2027

Effective July 1, 2026, all unit members shall receive a three percent (3%) on schedule salary increase.

2027 – 2028

Effective July 1, 2027, all unit members shall receive a three percent (3%) on schedule salary increase.

If the funded COLA in the Enacted Budget for 2027-2028 is greater than three percent (3%), but less than four percent (4%), unit members shall receive an additional on schedule salary increase equal to that additional amount (i.e., if the funded COLA in the Enacted Budget is 3.25%, unit members shall receive an additional 0.25% increase).

If the funded COLA in the Enacted Budget for 2027-2028 is greater than four percent (4%), the parties agree to reopen salary only for the 2027-2028 school year.

Longevity Stipend

Unit members shall receive a longevity stipend based on years of service in the District, per Article 14.05. The following will be the non-cumulative annual longevity stipend:

1. Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)
2. Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)
3. Employees who have completed fifteen (15) years of District service: (3% of Step 1, Column 1 of Salary Schedule A-1)

Longevity stipends shall be prorated by FTE and paid on a monthly basis.

Career Technical Education Teachers

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

a. CTE unit members who are hired after this agreement is ratified will be placed on the main salary schedule and are not required to possess a bachelor's degree.

b. CTE unit members who were hired before this agreement is ratified will be placed on the main salary schedule unless this placement will result in a loss of payment. If placement on the main salary schedule will result in a loss of pay, current CTE unit members may remain on the current 2008-2009 ROP salary schedule (attached as Appendix A-5) for the duration of their employment or until such time as the unit member obtains sufficient educational units in accordance with section 14.07.06 to advance on the main salary schedule. The decision of current CTE unit member to transfer to the main salary schedule shall be permanent.

The Salary Schedules shall be as follows:

Appendix A-1 Main Salary Schedule
Appendix A-2 Adult Education Salary Schedule
Appendix A-3 Child Development Center Salary Schedule
Appendix A-4 Counselor Salary Schedule
Appendix A-5 CTE Salary Schedule
Appendix A-6 School Psychologist Salary Schedule
Appendix A-7 Speech and Language Pathologist Salary Schedule

14.02 An additional increase shall be added to the salary schedule for additional workdays, the "buy back" staff development days. This increase plus the additional workdays shall not apply to the Child Development Center.

a. In 1998-99 there shall be one additional workday, a "buy back" staff development day, which shall be implemented to meet the state requirements applying to that program. The 1998-99 salary schedule shall be increased by .55% in compensation for that additional day.

b. In 1999-2000 there shall be two additional workdays beyond the one committed in 1998-99 for a total of three buy back staff development days. These additional days shall also be implemented to meet the state requirements applying to that program. The 1999-2000 salary schedule shall be increased by 1.1% in compensation for those two additional days. This increase is reflected on the 1999-2000 schedule.

c. Beginning in 2018-19 there shall be an additional workday for unit members covered by Salary Schedules A-1, A-4, and A-5 only. The additional workday shall be used for staff development regarding students who generate supplemental funding under the state Local Control Funding Formula. The 2018-19 A-1, A-4, and A-5 salary schedules shall be increased by an additional 0.54% in compensation for the additional workday.

d. Buy back compensation may be eliminated from the salary schedule at the District's option in the event of inadequate state funding of the staff development program or low district revenues connected with staff development days. If the compensation is eliminated, unit members shall not be required to work the additional days. In the event the District exercises this option in some subsequent year, the buy back compensation of 2.19%, plus additional salary schedule increases compounded on that amount shall be deducted from the schedule, unless the parties agree to a different deduction. Prior to exercising this option, the District shall notify the Association and attempt to discuss the matter.

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

14.03 Extra Compensation – Rate of Pay

14.03.01 Unit members who are assigned to work full days beyond the 186 day work year shall be compensated at their per diem rate.

14.03.02 Unit members who choose to work on assigned District business beyond the seven (7) hour workday or on an hourly project shall be compensated at the District hourly rate if the work is beyond their regular work duties. Effective July 1, 2022, the District hourly rate shall be set at $50 per hour.

14.03.03 Unit members who are contracted to work part-time on a daily basis shall be compensated based on the ratio their teaching time bears to the teaching time of full-time employees.

14.03.04 Any employee, except a daily substitute who serves other than the required number of days as set forth in Article 8, Section 8.08, for their job classification, shall receive salary which is not less than that which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of working days required for their job classification.

14.03.05 Notwithstanding 14.03.04, any employee who serves for one (1) full school semester shall receive not less than one-half (1/2) the annual salary for their position.

14.03.06 An employee who is required to use their own automobile on approve District business or is assigned to more than one school per day shall be reimbursed for all such travel at the IRS-approved rate per mile for all driving done between arrival at the first location at the beginning of their workday and the last location at the end of the workday.

14.03.07 Master's Degree Stipend

Unit members who have obtained a master's degree or higher shall receive a stipend equal to 3.3% of Step 1, Column 1 on the Main Salary Schedule (Appendix A-1). The stipend shall be paid in monthly installments as part of the unit member's regular paycheck.

14.03.08 Doctoral Stipend

Unit members who have obtained a doctoral degree shall receive a stipend equal to 3.3% of Step 1, Column 1 on the Main Salary Schedule (Appendix A-1). The stipend shall be paid in monthly installments as part of the unit member's regular paycheck.

14.03.09 National Board Certification Stipend

Unit members who have obtained and maintain a valid National Board Certification shall receive a stipend equal to 3.3% of Step 1, Column 1 on the Main Salary Schedule (Appendix A-1). The stipend shall be paid in monthly installments as part of the unit member's regular paycheck.

14.03.10 School Nurse Services Credential Stipend

A unit member employed as a school nurse with a School Nurse Services Credential shall receive an annual stipend of 11% of salary listed in Schedule A-1, Step 1, Column 1

14.03.11 Mandated/Annual Training Stipends

Starting in 2026 – 2027 all unit members shall receive a stipend of $400, for up to 8 hours of training, upon completion of the annual mandated trainings. Unit members will have until October 31 of each year to complete these trainings.

14.04 Payroll Period

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

14.05 Experience Credit for Salary Schedule Placement

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

14.05.01 Effective July 1, 1996, new employees in the District will receive credit year-for-year for appropriate prior experience.

14.05.02 Seven (7) months is the minimum continuous service required for one (1) year of experience credit in a given school year.

14.05.03 Credit for a year of appropriate experience may be accumulated in two (2) semesters in the same school year or in different school years when the employment is a regular full-time assignment. (Day-by-day substitute teaching is not included.) The employment in any semester shall be a full-time assignment for a minimum of four (4) school months.

14.05.04 Credit for private or parochial school experience will be granted only when evidence is submitted that the employee was eligible for or held a valid credential issued by any of the several states or recognized agencies of the Government of the United States prior to the time of the experience claimed.

14.05.05 Credit for military experience will be granted when an employee has held or was eligible for a valid credential prior to entry into military service.

14.05.06 The combined total credit for military experience and other appropriate experience shall not exceed eight (8) years.

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

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

14.06 Educational Units

14.06.01 Quarter units are converted to semester units by multiplying the quarter units by 2/3. If this multiplication results in a fraction that when added to the other semester units is within ½ unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the employee shall be placed on the next column.

14.06.02 The District shall provide each employee by December 1 of each school year a statement of salary classification and the number of units that the District has on file for them.

14.06.03 For reclassification in any given year, credits earned must be submitted by September 30. If a transcript is not available, the employee may submit a written statement of courses taken and credit earned. In this case, salary adjustments shall be contingent upon receipt of an official transcript on or before November 30 reflecting that the units were earned on or before September 30. For courses taken from an accredited college or university, each semester unit shall equal 15 clock hours, and each quarter unit shall equal 10 clock hours.

14.06.04 Credits submitted after September 30 shall be applicable for column movement in the following school year.

14.07 Teachers Without Full Credentials

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

ARTICLE 15
EARLY RETIREMENT INCENTIVE PROGRAMS

15.01 Reason for Programs

These early Retirement Incentive Programs shall provide employees of retirement age the opportunity to exercise their retirement options at an earlier age.

15.02 Available Programs

The available programs shall be as follows:

a. Consultancy Programs

b. Benefit Only Program

c. Incentive Payment Program

d. Golden Handshake Program

e. Part-Time Employment with Full-Time Retirement Credit

An employee may participate in only one program.

15.03 Eligibility

Employees desiring to participate in these programs shall:

15.03.01 Be of the following ages:

Consultancy	55-65 years
Benefit Only	55-65 years
Incentive Payment	55-60 years
Golden Handshake	55 plus years
Part-Time Employment with Full-Time Benefits	55-60 years

15.03.02 Be employed in the District for at least ten (10) years. The ten years need not be consecutive full-time employment, but total service must be equivalent to at least 10 full-time years at the date of entry into the program.

15.03.03 Be placed at or above Col. IV, Step 13, or its dollar equivalent, or be able to demonstrate that the option chosen shall result in a savings to the District.

15.04 Timeline

Employees desiring to participate in these programs shall apply to the Chief Personnel Officer on or before March 15 prior to the beginning of the school year during which the applicant wishes to retire. Such applications shall be confidential except insofar as the provisions of this article and the law otherwise provide, or with the employee's consent.

15.05 Programs

A. Consultancy Program

15.05.01 The Chief Personnel Officer and the employee shall mutually determine annually the consultancy services to be rendered and shall reduce to writing a description of such services. The written description shall be attached to the consultancy agreement. Any change in services during the contract year shall be made only as mutually agreeable to the employee and the District.

15.05.02 Employees entering this program must submit a written resignation and have it accepted by the Board of Education prior to entering this program. The resignation is contingent upon the acceptance by the Board of Education of the employee's participation in the Early Retirement Incentive Program.

15.05.03 Entrance into the program is subject to review and approval by the Governing Board. Employees participating in this program shall enter into a written agreement with the District. The Agreement shall be a one-year contract which is renewable, upon completion of the previous year's service on an annual basis for up to three (3) years or until the end of the school year in which the retired employee reaches age sixty-five (65), whichever comes first. The contract may be terminated by the District for inadequate performance of the assigned activity.

15.05.04 Employees in this program shall serve the amount of time necessary to complete the approved project. In no event may the District require more than 30 days service per school year.

15.05.05 Employees in this program shall be compensated at a base salary of six thousand five hundred dollars ($6,500).

B. Benefit-Only Program

15.05.06 Program participants shall receive a dollar amount equal to the cost of health and welfare benefits at the level of coverage provided the employee at the time of retirement. This benefit is available for five (5) years or until the end of the school year in which the employee reaches 65, whichever comes first.

C. Incentive Payment Program

15.05.07 Program participants shall receive a one-time payment of $15,000 from the District with the payment schedule to be determined mutually between the District and the employee by June 30. This option precludes any further health and welfare benefits at District cost.

D. Golden Handshake

15.05.08 The Board will authorize employee participation in the Golden Handshake Program (Education Code Section 44929) resulting in two additional years of service credit for STRS participants if the statutory requirements are met and it can be demonstrated that the employee's retirement will result in a savings to the District.

E. Part-Time Employment with Full Retirement Credit

15.05.09 Provisions

Certain employees of the District will be permitted to reduce their workload to not less than one-half time of regular full-time employees and will be permitted to have retirement benefits based on full-time employment.

15.05.10 STRS

The District and the employee will make the contribution required of full-time employees to the State Teachers Retirement System.

15.05.11 Optional Part-Time Employment

The option of part-time employment must be exercised at the request of the employee and with the concurrence of the Superintendent, and can be revoked during any school year only with the mutual consent of the Board and the employee.

15.05.12 Salary

The employee shall be paid a salary which is the pro-rata share of the salary the employee would be earning had they not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which the employee makes the payments that would be required if they remained in full-time employment. The employee shall receive fringe benefits in the same manner as a full-time employee.

15.05.13 Minimum Part-Time Employment

The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the final year of service in a full-time position.

15.06 Retirement

Part-time employment pursuant to this section shall be limited to five (5) years. At the time of application for this program, the employee shall agree to submit their resignation by September 30 of the fifth year of the program and to retire not later than the end of the fifth year.

ARTICLE 16
CHILD DEVELOPMENT CENTER

All provisions of this Agreement shall equally apply to Child Development Center teachers, except as provided in this Article.

16.01 Work Year

16.01.01 The work year for unit members employed in the Child Development Center shall not exceed 245 days, including vacation time as earned.

16.02 Calendar

16.02.01 The calendar for each school year shall reflect paid holidays and be in coordination with the District master calendar, in compliance with the State Department of Education.

16.03 Vacation

16.03.01 As part of the total work year referred to in 16.01 above, members of the unit employed at the Child Development Center shall be entitled to paid vacation in accordance with the following schedule:

1-5 years of service	25 days
6-10 years of service	30 days
11-15 years of service	31 days
16-20 years of service	32 days
21-24 years of service	34 days
25 or more years of service	35 days

16.03.02 Vacation time shall be mutually agreed upon by the employee and the Center Director. In seeking vacation, the employee must make application in writing to the Director within ten (10) days of the time off. The Director shall respond in writing within five (5) days of the request.

16.03.03 In the event several teachers have requested time off during the same period and resolution is not reached, the Child Development Center Director's decision will be determined by the date the request for vacation was made.

16.03.04 Once requested vacation is approved, said vacation may not be interrupted except with the consent of the member.

16.03.05 If a unit member does not take their full annual vacation, the District shall pay the balance of the unused vacation in cash within 30 days of the conclusion of the fiscal year except that the employee may elect carry up to 30 days of unused vacation for use in future school years.

16.03.06 Unit members with unused vacation balances of more than 30 days as of the effective date of this contract may elect to receive the balance of their unused vacation in cash, or to preserve the existing balance for use in future school years. Vacation days accrued

after the effective date of this contract shall be subject to the requirements of section 16.03.05 above.

16.04 Job Classification/Hours of Employment

16.04.01 Full-time hours of employment shall be 7.0. Lesser hourly assignments shall be paid pro-rata.

16.05 Seniority List

16.05.01 Within the Child Development Center, a seniority list of teachers shall be made available upon request. A teacher rendering paid service to the District for 75% of the school days in any of the above-listed categories, and so renders such service for three (3) cumulative years, Child Development Center tenure shall be conferred upon such employee when they render paid service on the first day of the fourth (4^{th}) year.

16.06 Reduction in Force

16.06.01 In the event it becomes necessary to reduce the work force in Child Development Center, the established Seniority List shall prevail, the least senior shall be riffed first. If all or a majority of the presently employed teachers are full-time, and categories less than full-time are open at the time of proposed riffs, a teacher, in an effort to salvage some of their employment, may elect to drop to a lower category. If such downward movement occurs, and the program is reinstated within thirty-six (36) months and twenty-four (24) months for tenured and probationary respectively, said employees shall have automatic, preferential rights to reinstatement into their former category without loss of contractual benefits. If a teacher chooses to remain in the lower category, they shall so state in writing, and said position shall be made available for an employee with lesser seniority. No certificated teacher shall be riffed while classroom aides are employed above the minimum standards required by law.

16.07 Leaves

16.07.01 Article 5 (Leaves) of this Agreement shall apply to the Child Development Center teachers except that Child Development Center sick leave shall be on a monthly basis. Part-time teachers' sick leave shall be on a pro-rated basis in accordance with the assignment.

16.08 Assignments

16.08.01 Teachers shall be given their assignments in writing prior to September 1^{st} of each year this Agreement is in force.

16.08.02 If after initial assignments are made and unanticipated events necessitate administrative changes in assignments, affected teachers shall be consulted and the reasons for such change shall be communicated to the affected teachers in writing.

16.09 Class Size

16.09.01 Class size in the Child Development Center shall not exceed teacher/adult/student ratios as determined by State Department of Education guidelines.

16.10 Teacher/Aide Relationship

16.10.01 An interview committee shall be established for the screening of teacher aides; the teacher for whom the prospective aide is to be employed shall be consulted prior to permanent assignment of said aide

16.10.02 In the event conflict arises between the teacher and the aide, and such conflict has the potential of negatively affecting the teacher's employment status, the teacher shall request in writing that an administrative conference of the parties and conferees be held within three (3) days of such request to resolve the problem.

16.11 Salary

The Child Development Center salary schedule is attached as Appendix A-3.

ARTICLE 17
PEER COACHING

17.01 Purpose

A school may write a staff development plan which includes peer coaches to provide professional support for site teachers. An administrator will not require a peer coach to conduct supervisory or other administrative duties.

17.02 Selection Process

When a school faculty decides to use a peer coach to work with site teachers, the faculty will designate a leadership team consisting of faculty-selected representatives from each participating grade level; appropriate resource teachers; and the administrator. The leadership team will draft a job description, including specific goals, guidelines, and applicant qualifications; determine an appropriate stipend (calculated to compensate the peer coach at no less than the hourly rate established in the contract); create a hiring timeline; notify all site teachers regarding the posting; conduct interviews and make hiring recommendations to the administrator.

17.03 Coach-Teacher Relationship

Site teachers may volunteer to work with the site's peer coach. The peer coach and teacher shall establish a mutually agreed upon schedule. Any written and oral communications between the classroom teacher and the peer coach shall remain confidential.

17.04 Coach-Administrator Relationship

The administrator shall provide the peer coach with clearly defined goals and guidelines for the site coaching program. The administrator also shall provide the peer coach with the support necessary to perform their duties, which may include training, review of written materials, contact with textbook suppliers, or conferences with administrators or other coaches.

17.05 Peer coaches will not be required to use their preparation periods for peer-coaching related activities.

17.06 At the request of either party, a joint labor-management committee will be convened to discuss problems with peer coaching.

Intentionally left blank.

ARTICLE 19
SUMMER SCHOOL/INTERSESSION

19.01 Hiring

19.01.01 Where equally qualified, teachers within the District shall have priority over other applicants in hiring for summer school.

19.02 Salaries

19.02.01 Teachers will be paid at the regular hourly rate for on-site time that is required for the assignment.

19.03 Work Day

The teacher work day shall exceed the student site time by one-half hour.

19.04 Class Size

The District shall attempt to keep class size at a maximum of 35 students. Where this is not feasible, the teacher shall be paid an extra hour per day for each day that the number is exceeded beginning the second full week of summer school or intersession. This provision shall not apply to music, physical education, athletics, ROTC, or other traditionally large class.

ARTICLE 20
DISCIPLINARY ACTION

20.01 Definition

20.01.01 Disciplinary action in the form of dismissal shall be in accordance with the appropriate provisions of the Education Code.

20.01.02 Disciplinary action, other than dismissal, shall be in accordance with this Article, and only for just cause.

20.02 Right to Representation

Upon request, a unit member has the right to be represented by the Association or an individual of their choice in any action under this Article.

20.03 Complaints Against Unit Members

20.03.01 All complaints shall be resolved at the lowest possible level. No unsubstantiated complaint filed anonymously may result in disciplinary action. This does not apply to cases in which confidentiality must be legally maintained.

20.03.02 Any complaint which could result in disciplinary action against a unit member shall be reported to the unit member by the district and/or administrator within five (5) days following the knowledge of such complaint. The unit member will be informed of the complaint and the complainant's identity in accordance with 20.03.01. The unit member may attempt to resolve the issue directly with the complainant without the participation of the site administrator; an exception to this may be made if the site administrator determines that such a meeting would impede the investigation into the complaint, in which case grounds for denying the resolution meeting will be provided to the Unit Member and the Association. If the complaining party is a student, the unit member may request the participation of the student's parent/guardian and/or an administrator. If the unit member resolves the complaint, the unit member shall inform the site administrator of the result.

20.03.03 If the complaint is not resolved by the unit member, the site administrator may arrange a meeting with the complainant and the unit member. The unit member may have an individual of their choice (under section 20.02) attend the conference.

20.03.04 If the matter is not resolved in the resolution conference, then the site administrator may refer the complainant to the appropriate district official for further handling and shall immediately notify the unit member in writing of this action.

20.03.05 Nothing in this section will preclude an administrator from using a substantiated complaint for purposes of discipline or evaluation. If a complaint is substantiated and results in a written disciplinary document the unit member will receive a copy and may attach a written response.

20.04 Levels of Progressive Discipline

20.04.01 Discipline shall be commensurate with the offense. Normally, progressive steps (verbal warning, written warning/reprimand, written reprimand placed in the unit member's personnel file) shall be followed unless the offense is of such severity that a heavier penalty may be warranted. Any disciplinary action shall be based upon verified data. Normally, a verbal warning shall precede a written warning or reprimand. A verbal warning shall be given in a private setting to the unit member who shall be afforded the right of representation.

20.04.02 When progressive discipline is initiated against a unit member, the unit member must be explicitly put on notice that disciplinary action may be forthcoming.

20.05 Suspension

Suspension shall be for a violation that is repetitive and/or serious in nature, and in accordance with California Education Code except as provided below.

20.05.01 No suspension of a unit member shall take place except by action of the Board of Education taken pursuant to the terms of this Agreement.

20.05.02 The Chief Human Resources Officer shall provide prompt written Notification of Suspension to the Unit Member describing the cause for the suspension.

20.05.03 Any suspension shall be based upon verified data. A copy of all suspension orders shall be given to the Association and placed in the unit member's personnel file.

20.05.04 Suspension may be without pay, but shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits.

20.05.05 No suspension shall exceed five (5) working days in duration and no suspension period shall be carried over from one school year to the next.

20.06 Penalties

No unit member shall receive more than one (1) penalty for any single action or infraction.

The progressive levels of discipline described in 20.04 and 20.05 shall be administered independently for each action by a member that may lead to discipline. Unrelated actions or actions that do not occur within the period set out in Education Code § 44944 may not be combined to skip any levels of discipline unless they are of such severity to warrant a heavier penalty.

20.07 Action Stayed

If a grievance is filed by a unit employee or the Association related to the discipline of the unit member, then all disciplinary action proposed by the District shall be stayed pending a final decision on the grievance.

20.08 Maintenance of Personnel Files

20.08.01 If, after having been disciplined, a unit member serves the District for twelve (12) months without the need for further disciplinary action, upon request the unit member

and the Association shall be given a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in the unit member's personnel file.

20.08.02 Unit members may submit a written request to the administrator of the Human Resources Department to have items removed from their personnel file.

ARTICLE 21
REGIONAL OCCUPATION PROGRAM (ROP)

21.01 Salary Schedule

The ROP Salary Schedule is included in the main salary schedule at Appendix A-1.

21.02 Transfer Rights

ROP teachers who are properly credentialed may apply for transfer into the regular program. If hired for regular teaching positions, experience shall be calculated based on the years of teaching experience, including ROP.

21.02.01 Teachers who acquire tenure while employed in a regular position on Salary Schedule A-1, who transfer to ROP in whole or in part, shall continue to be paid on Salary Schedule A-1.

ARTICLE 22
ADULT SCHOOL

22.01 Contract Articles that Apply

The following articles/sections shall apply to Adult School teachers who are members of the unit:

Recognition, Article 1

Procedures, Article 2

Association Rights, Article 3

District Rights, Article 4

Leaves, Article 5 sections 5.01, 5.02, 5.03, 5.04, 5.05, 5.06, 5.13 (as applicable), 5.14. Leaves for permanent employees only, sections 5.07 through 5.12, 5.15 and 5.16

Grievance Procedure, Article 6

Professional Dues and Payroll Deduction, Article 7

Health and Welfare, Article 12

Teacher Safety, Article 13

Early Retirement Incentive Program, Article 15

Disciplinary Action, Article 20

Effects of Agreement, Article 26

Technology, Article 29

22.02 Class Size

Adult School classes shall not exceed 35 enrollees, except with the consent of the Association and the affected unit member.

22.03 Full-Time Assignment

A full-time Adult School teaching assignment means an assignment to teach at least thirty (30) hours per full week/per quarter for each of the three quarters in the academic year. Weeks when holidays fall or the Adult School is not open shall not be considered full weeks.

22.04 Rate of Pay

22.04.01 Permanent Teachers

22.04.01.01 Teachers who have attained permanency shall be paid on the adult school salary schedule, Appendix A-2 of this Agreement. The schedule shall be based on 1062 hours of annual work for a full-time employee (177 days x 6 hours per day) plus 106.2 hours of paid preparation time (See 22.11).

22.04.02 Hourly Teachers

The regular hourly rate shall be specified on the salary schedule. Years of credentialed teaching experience will be counted towards hourly salary placement. Seven (7) months

of continuous service (Day-by-Day substitute teaching is not included) is required for one year of experience credit, in a given school year.

22.04.03 Salaried Teachers

Years of credentialed teaching experience will be counted towards salaried teachers placement. Seven (7) months of continuous service (Day-by-Day substitute teaching is not included) is required for one year of experience credit, in a given school year.

22.04.04 Premium Pay

Any teacher who is assigned to teach in excess of thirty (30) hours per week/per quarter shall be paid 25% more for all hours in excess of thirty (30).

22.04.05 Master's Degree Stipend

Unit members who have obtained a master's degree shall receive a stipend equal to 3.2% of annual salary BA or less, step 0 on the Adult Ed. Salary Schedule (Appendix A-2). The stipend shall be paid pro-rata for employees who work less than full time.

22.04.06 Doctoral Stipend

Unit members who have obtained a doctoral degree shall receive a stipend equal to 3.2% of annual salary BA or less, step 0 on the Adult Ed. Salary Schedule (Appendix A-2). The stipend shall be paid pro-rata for employees who work less than full time.

22.04.07 National Board Certification Stipend

Unit members who have obtained and maintain a valid National Board Certification shall receive a stipend equal to 3.2% of annual salary BA or less, step 0 on the Adult Ed. Salary Schedule (Appendix A-2). The stipend shall be paid pro-rata for employees who work less than full time.

22.04.08 Longevity Stipend

Unit members shall receive a longevity stipend based on years of service in the District, per Article 14.05. The stipend shall be paid pro-rata for employees who work less than full time. The following will be the non-cumulative annual longevity stipend:

1. Employees who have completed five (5) years of District service: (1% of Step 1, Column 1 of Salary Schedule A-1)
2. Employees who have completed ten (10) years of District service: (2% of Step 1, Column 1 of Salary Schedule A-1)
3. Employees who have completed fifteen (15) years of District service: (3% of Step 1, Column 1 of Salary Schedule A-1)

22.05 Teaching Assignments

Teaching assignments shall be made by at least two weeks prior to the beginning of each academic year, but shall be subject to cancellations if student attendance drops below 15 by the third consecutive class meeting in any quarter. If the class has fewer than ten students at the first or second meeting, or drops below 15 for 3 consecutive meetings, it may be cancelled.

22.05.01 Permanent teachers in the Adult School shall be given first consideration for courses in their teaching areas up to thirty (30) hours, in order of seniority. This shall be done prior to posting vacancies.

22.06 Vacancies Posted

Except for fee-based classes, all Adult School vacancies shall be posted on the District designated website (Edjoin.org) for a period of at least five (5) days. Vacancies during the quarter shall be filled first by qualified adult school unit members who apply and are not presently teaching during the class time designated in the posted vacancy. If more than one qualified unit member applies, vacancies shall be filled in the following order: (1) permanent unit members who have had a class dropped and are teaching below their permanent FTE level; (2) permanent unit members who are part-time; (3) other unit members.

22.07 Evaluation

Unit members teaching non-fee program classes shall be evaluated by the administrator or designee using the Adult School evaluation form. Probationary and permanent teachers shall be evaluated under Article 11.

22.08 Permanent Status

A teacher shall achieve permanent status by teaching more than eighteen (18) hours per week for at least 75% of the number of days the Adult School is in session for each of 2 consecutive years (summer session excluded). Permanent status is attained at the average level of hours which the employee taught in the two year probationary period. Only hours taught in programs eligible for state apportionment count towards permanence. A full-time position is 30 hours. Guaranteed hours cannot be achieved above that level.

22.09 Permanent Teacher – Assurance of Employment

22.09.01 Once a teacher has obtained permanency, they will be assigned to work each quarter not less than the average number of hours per week that they have served during their probationary years.

22.09.02 If a class taught by a permanent teacher is cancelled, other classes or work assignments will be assigned to that employee as necessary to maintain the number of hours at which they attained permanency.

22.09.03 Each permanent teacher shall receive a letter at the beginning of every school year which will specify the number of hours to which they are entitled as a permanent teacher. Quarterly a teacher shall be informed of their assigned classes/duties and the number of hours of the assignment.

22.09.04 If a permanent teacher is assigned to work more time than their entitled hours for 75% or more of two complete consecutive years, their level of permanency (entitled hours of work) shall be increased to the average number of hours worked over this two-year period.

22.09.05 If for two consecutive years a permanent teacher is assigned the guaranteed number of working hours in a year but fails to serve those hours although they continued to work

the hours necessary to maintain permanency, they shall have their permanency level reduced to the new average number of hours worked over those two consecutive years.

22.09.06 If any permanent teacher fails to work at least eighteen (18) hours per week for any quarter, they shall lose permanent status.

22.09.07 All permanent adult school teachers must be offered, and must work, at least eighteen (18) hours per week for 75% or more of the school year (i.e., the three academic quarters) to maintain permanency.

22.10 Preparation Time

Adult School teachers shall receive 0.1 (one tenth) hour of preparation time for every one hour they teach. This preparation time shall take place at an adult school site designated by the administrator at regularly scheduled and posted office hours. The teacher shall designate the time of such hours quarterly and submit them to the principal who shall have final authority to determine the office hours in the event of an office scheduling conflict. The hours shall occur during time accessible to students. The time shall be used for the professional purpose specified at Article 8.03.01. Employees shall not be paid the premium hourly rate normally applicable to hours worked in excess of 30 for hours attributable to preparation time, nor shall such hours be credited towards hours in permanent status or towards sick leave.

22.11 Work Year for Permanent Employees

The work year for full-time permanent employees shall be 177 work days of 6.6 hours per day including preparation time, or its annual hourly equivalent of 1168.2 hours. The work year for part-time permanent employees shall be the appropriate pro-rata share of 1168.2 hours. The adult school principal will develop the work calendar which shall consist of instructional days and days/hours allocated for staff development and other assigned professional duties. All permanent employees shall be required to attend certain staff development sessions.

22.12 Substitute Teaching

Unit members who wish to substitute teach in the adult school shall notify the adult school principal in writing. Such a unit member shall be contacted before other substitutes if the unit member is equally qualified for the opening, time allows and the absent teacher has not indicated a preference to the contrary. Any time served as a substitute teacher shall not be credited towards permanency, preparation time, or any other benefit incidental to regular teaching hours.

ARTICLE 23
YEAR-ROUND EDUCATION

23.01 The year-round education calendar is attached as Appendix G-2.

23.02 Non-classroom unit members shall be assigned to either a traditional or YRE work year calendar, but may be required to perform services at sites with different calendars. The District may offer unit members extended year contracts for work beyond the 182-day work year. Such contracts shall be paid in accord with Article 14. As an exception to this provision, the District and a unit member may mutually agree to a work year calendar consisting of 182 workdays, some of which are in the traditional calendar and some of which are in the YRE calendar. No unit member shall be required to accept an extended year contract. Whenever possible, the extended year compensation will be included as creditable compensation for STRS purposes.

23.03 Unit members who have changed calendars during the school year and would be subject to loss of annual work days shall be provided an opportunity to substitute teach sufficient days to fulfill the annual contractual obligation, and thereby receive a full year of service and pay for retirement purposes. If a change of calendars results in a longer school year, the unit member shall be paid per diem for all days worked over the normal contract year.

23.04 Year-round education and traditional year unit members who are “off track” shall have the first opportunity to substitute within the District at the regular daily substitute rate.

23.05 All unit members interested in substituting shall submit, in writing, a notification to the District Office listing dates they are available for substitution.

23.06 Year-round education and traditional year unit members who are “off track” may substitute in other districts.

23.07 The length of year-round education teacher work year and work day shall be the same as in the traditional year.

23.08 Upon request, the District shall assign children of unit members to the same schedule as the unit member is teaching.

23.09` Year-round education teachers may voluntarily exchange days with traditional schedule teachers without loss of pay, benefits, or sick leave subject to the following limitations:

23.09.01 Exchanges shall not be approved for more than five (5) consecutive days or ten (10) total days per school year.

23.09.02 Application for exchange must be submitted to the principal of each party to the exchange. The application shall specify the time for exchange for each party, the names of employees scheduling the exchange, and the reasons for the exchange.

23.09.03 Applications shall be submitted at least two (2) weeks in advance to both principals. Both principals must approve the exchange before it can be implemented. Exchanges shall not be approved unless there is a legitimate educational, professional, or personal

reason for the absence, and if the proposed scheduling of the exchange and the employee replacements have no adverse impact on the educational program.

23.09.04 Except in exceptional circumstances, no exchange shall be approved which is scheduled within three (3) weeks of the opening of schools.

23.10 Year-round education unit members who are “off track” shall not be required to attend any meetings of any kind.

23.11 Unless otherwise stated, all provisions of this contract shall apply to year-round unit members.

ARTICLE 24
RESTRUCTURING

24.01 Statement of Intent

The Board and the Association agree that it is in the best interest of the Alameda Unified School District to cooperatively engage in exploration of and experimentation in the current educational reform proposals being discussed by educators nationally, and further, to explore the various reform proposals which the creativity of District staff may generate.

24.02 Restructuring/Educational Reform Plans

Such a venture may call for a variety of changing roles and responsibilities within the schools, including but not necessarily limited to:

24.02.01 Involving school staff members in decision making at sites.

24.02.02 Devising new systems of school site accountability.

24.02.03 Organizing and staffing schools in new ways.

24.02.04 Altering schedules and learning activities to accommodate different levels of student learning.

24.02.05 Involving school staff members in budget development.

24.03 Board and Association Agreement

Recognizing that restructuring/education reform activity may require collective bargaining flexibility on a continuing basis, the District and the Association adopt the following guidelines to assist in the implementation of the joint commitment.

24.03.01 The District and the Association recognize the need for flexibility in any restructuring effort and will, where appropriate, consider waiving or modifying any contract provisions.

24.03.02 Sites which develop restructuring/educational reform proposals which may involve waivers to the collective bargaining agreement shall submit a written request for waiver (Appendix G) to the Contract Administration Committee. The request shall include the following:

a. A citation to the specific contractual provision to be waived;

b. A statement of the reform/restructuring proposals or a copy of the plan, including the rationale for the change.

c. Verification by the principal that s/he approves the plan.

d. Verification by an Association Site Representative that at least 67% of the certificated FTE have approved through secret ballot the reform proposals and the contract waivers sought. All Association Members assigned to the site, regardless of full or part time status, are eligible to vote.

24.03.03 The Contract Administration Committee shall review the plan and requested waivers. If it concludes more or different waivers are needed, it shall refer the matter back to the principal for re-verification.

24.03.04 All agreements to modify, amend, or otherwise change contract provisions will be by mutual written agreement of the parties. Each party will determine its own procedures for ratifying any written agreement which modify existing contract provisions.

ARTICLE 25
CONTRACT ADMINISTRATION COMMITTEE

25.01 Structure

The parties agree to establish a Contract Administration Committee composed of the Superintendent and the Association President, plus two (2) additional representatives appointed by each party. The committee shall be jointly chaired. Decisions shall be made by consensus whenever possible. If consensus cannot be reached, decisions shall be made by majority vote.

25.02 Purpose

The purpose of this committee shall be to resolve contract administration issues which may arise from time to time during the term of this agreement, and specifically, to resolve issues arising under Article 24, Restructuring. In addition, the committee or its designees will provide consultation and technical assistance to sites in developing restructuring plans and identifying contract provisions which may need to be waived to implement those plans.

25.03 Authority

The committee shall have the authority to resolve contract administration issues and to recommend waivers of the collective bargaining agreement subject to ratification by the Association and the District, as appropriate. Generally, waivers shall apply to a specific work site for a specific period of time.

25.04 Meeting Schedule

The committee shall meet as determined by the Superintendent and the Association President. Meeting times and locations shall be by mutual agreement.

25.05 Communication

Minutes of meetings shall be kept and distributed to the Board of Education, Superintendent, Contract Administration Committee Members and Association.

25.06 Release Time/Compensation

Bargaining unit members serving on the Contract Administration Committee shall receive release time or their hourly rate of pay for committee meetings.

ARTICLE 26
EFFECTS OF AGREEMENT

26.01 Individual Contract

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

26.02 Supersede

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

26.03 Uniform Rules

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

26.04 Validity of Agreement

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

26.05 Effect of Legislation

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

26.06 Terms and Conditions

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

26.07 Term of Contract

The term of this agreement shall be from July 1, 2025, up through and including June 30, 2028, with no reopeners, except for that which is noted in 14.01.

The following Articles will be effective as of July 1, 2026:
8.08, 8.09.05, 9.02, 9.05, 9.08.02, 9.08.04, 9.09.03, Article 11, 27.02, 27.06, 27.14, Appendix A-8

Except where otherwise noted, all provisions of this Agreement shall be effective as of the date of ratification by both parties and shall continue in effect until June 30, 2028.

26.08 School Calendar

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

ARTICLE 27
SPECIAL EDUCATION

27.01 Unit members who have special education assignments shall be entitled to the same rights, benefits and privileges afforded to all other unit members under this Agreement.

The parties agree that creating balanced workloads for Special Education professionals whenever possible is an important condition to support fidelity of IEP implementation and healthy staff working conditions. Workload refers to all of the responsibilities required of the special education unit member and is based on the impact and complexity of student needs.

27.02 Special Education Preparation and Planning Time

Mandatory District-wide special education staff meetings will be exchanged for site meetings; these meetings may be scheduled during Wednesday site based collaboration time. The special education department will confirm the schedule with the site administrators.

Special Education unit members shall be paid for up to six (6) hours of work prior to the first day of school, paid at the teacher hourly rate, to review caseloads, prepare paperwork for general education teachers, and review IEPs.

Special education unit members, including Speech/Language Pathologists, School Psychologists, and preschool special education unit members, shall be provided the same preparation periods as other unit members (see Section 8.03).

At the secondary levels, mild-moderate, non-SDC classroom special education unit members will receive one preparation period for lesson planning and an additional preparation period daily for caseload management.

27.03 Any unit member who will be receiving a student known to have an IEP, 504 plan, medical plan, behavior plan, or other classification that requires individual considerations shall receive prior notification.

27.04 IEP Meetings

IEP meetings shall be scheduled at a time mutually agreed upon by all IEP team members, including the parent or guardian of the student. IEP meetings may be scheduled by the case manager and team members during the instructional day; all unit members invited will be granted release time from their regular duties as needed to attend meetings.

IEP meetings will be run efficiently with the use of an agenda. The length of the IEP meeting shall be determined by the IEP team. If needed, the IEP team may schedule an additional IEP meeting to complete the IEP process.

The District will provide release time for unit members to attend transition meetings; such meetings will be scheduled together when possible to accommodate unit members who must travel to a different site to attend transition meetings.

27.05 IEP Due Process

When a unit member is required to participate in a due process hearing or other due process procedures, the District will provide the unit member with release time without loss of compensation to prepare for and participate in the hearing. The amount of release time necessary will be agreed upon prior to the use of such time.

27.06 Students with IEPs in General Education and Co-Taught Classrooms

27.06.01 To create balanced workloads for unit members, site administrators or designees assigning students to general education classes will consider the needs and number of students with IEPs or other classifications that require individual consideration. Upon request, site administrators shall meet and confer with the students' case managers and general educators to review student placements prior to the first instructional day or any other time throughout the school year.

27.06.02 In classes co-taught by a special education credential unit member and a general education unit member, there will be no more than ten students with co-taught services listed in the IEPs for that subject area, and no more than 12 total students with IEPs.

The class size of a co-taught class, including students with IEPs, will not exceed the class size maximums in Article 9.02.

27.06.03 Administrators shall seek volunteers for co-taught classes. Teaching style, compatibility, content knowledge, and experience shall be taken into consideration by administrators when pairing co-teachers.

27.06.04 All co-teaching partners shall be paid for up to six hours of planning and collaboration for each course per trimester, or up to nine hours per semester. Planning time will be submitted to HR through a District timecard.

27.06.05 Co-teaching partners shall be scheduled the same preparation period, unless the workday of the unit members makes the scheduling of a common preparation period impossible. Co-teaching partners who are not scheduled the same preparation period shall be paid for up to six hours for each course per trimester, or up to nine hours per semester for preparation time worked jointly beyond the work day. Planning time will be submitted to HR through a District timecard. This is in addition to Article 27.06.04.

27.06.06 In the event that an overage in a co-taught class exists, the teachers and site administrator will work together to render a solution.

27.06.07 Extra pay for overages begins to accrue after the twentieth (20^{th}) day of school of the first semester and after the fifth (5^{th}) day of the second semester, for semester classes only. The District shall pay an additional one period at the in lieu rate, per co-teacher, per day, per period the overage occurs.

27.06.08 When either unit member assigned a co-taught class is absent, a substitute shall be provided.

27.07 Resource Specialists/Education Specialists

27.07.01 RSP teachers/Education Specialists, by mutual agreement with site administration, shall create schedules for teaching, preparation time, testing and other duties required by law. If parties are unable to agree, it shall be mediated by the Director of Special Education or designee.

27.07.02 RSP teachers/Education Specialists shall be assigned in accordance with Education Code Section 56362(d). At no time will an RSP teacher be assigned to a regular classroom as a substitute unless coverage is needed in accordance with contract provision 8.04.

27.07.03 Unit members shall not be assigned coordination of SST meetings but may select coordination of SST meetings as an extra duty assignment in accordance with Article 8.06 (Extra Duties) in this Agreement.

27.07.04 The maximum size for RSP/Education Specialist caseload shall be 28, as prescribed by law Education Code Section 56362 (c). Sites shall use reasonable efforts to balance caseloads.

27.08 Speech/Language Pathologist (SLP)

27.08.01 Preschool SLP caseload for members providing services exclusively to individuals with exceptional needs, between the ages of three and five years inclusive, shall not exceed 40 (per Ed Code 56441.7). Elementary SLP caseloads shall not exceed 50 students per FTE. Secondary SLP caseloads shall not exceed 55 students per FTE.

27.08.02 In the event of an overage to a caseload per 27.08.01 extra pay for overages begins to accrue after the twentieth (20^{th}) day of school of the first semester and after the fifth (5^{th}) day of the second semester, for semester classes only. The District shall pay an additional two hours, at the in lieu rate, per day that the SLP exceeded the caseloads as defined in 27.08.01.

27.08.03 SLPs will not be assigned yard duty or extra duties.

27.09 School Psychologist

27.09.01 Caseload shall not exceed one school psychologist for every 725 students.

27.09.02 School Psychologists will not be assigned yard duty or extra duties.

27.09.03 In the event that a school psychologist is assigned a caseload greater than 725, the school psychologist, Association Leadership and District Management will work together to render a solution.

27.09.04 School Psychologists shall be provided access to a confidential space at school sites to provide counseling services, and a lockable space for confidential materials.

27.10 Special Day Class (SDC) Teachers including Counseling Enriched Class Teachers

27.10.01 When an individual with exceptional needs is placed in a special day class, the unit member(s) receiving the student in their class or caseload shall receive all known relevant health information prior to receiving the student.

27.10.02 Special Day Class teachers shall be provided up to one and one-half (1 ½) days of release time annually to prepare for IEP meetings. Normally, the released time shall be scheduled in half-day, or greater increments.

27.10.03 The District shall provide no less than one paraprofessional to assist each unit member assigned to a special day class during all of the instructional time for which the unit member is responsible.

27.10.04 Prior to placing students in Special Day Classes, the Special Education Department will seek input from the Special Day Class teacher regarding class composition and the impact of new placements on all affected students.

27.10.05 Special education unit members hired to teach in an autism-specific program will receive specialized training by the District regarding strategies and methods for teaching students with autism

27.10.06 Special education unit members hired to teach preschool programs will receive a specialized training by the District regarding strategies and methods applicable to their assignment.

27.11 In the absence of the regular paraprofessional in a Special Day Class or full inclusion setting, every attempt will be made to provide a substitute paraprofessional. Substitutes will be assigned on a first priority basis to "full inclusion" assignments.

27.12 Inclusion into General Education Classrooms

The Association and the District recognize that inclusion is an important part of the educational program of students with IEPs. Integration of students requiring inclusion into general education classrooms per their IEPs will be scheduled jointly by the special education teacher and general education teachers. Class sizes shall not exceed those set forth in Article 9 unless additional paraprofessional or teacher support accompanies the students during the inclusion time. Instructional material, furniture, and supplies required to accommodate inclusion will be provided by the District.

27.13 Special Education Class Size Maximums

Special Day Class, Mild Moderate Support Needs	Preschool	12
Special Day Class, Mild Moderate Support Needs	Elementary & Secondary	15
Special Day Class, Extensive-Support Needs	Preschool	9 per grouping
Special Day Class, Extensive Support Needs	Elementary	10
Special Day Class, Extensive Support Needs	Secondary	14
Counseling Enriched Special Day Class	Elementary & Secondary	14
Resource Class (e.g. Academic Strategies)	Secondary	16

27.13.01 Remedy; Additional Pay

If the applicable class size is exceeded, the parties agree that the remedy is for the unit member to receive two additional hours' pay per day that the maximum is exceeded. Payment is at the in lieu hourly rate and is contingent upon submission of a timecard.

27.13.02 Meet and Confer Obligation for Overages of More than Two Students

If an overage would exceed the maximum by more than two students, the site administrator, a District special education administrator, the affected unit member, and an Association representative shall meet to discuss the needs of the student, instructor, and classroom, and to review potential remedies that would restore the contractual class size. Following the meeting, the participants shall develop a written plan outlining how the student will be placed and supported.

27.14 Case Assessment

Should an Education Specialist have 5 (five) or more signed initial Assessment Plans simultaneously, a meeting will be held with the teacher, an Association Representative and the administration to discuss the appropriate level of resources needed (e.g. an additional assessor, additional hourly compensation, comp days), to support the Education Specialist.

When asked by their supervisor, a Special Education unit member who volunteers to perform assessments and prepare reports outside of their work year shall be compensated at their pro-rated hourly per diem rate for work performed.

ARTICLE 28
PEER ASSISTANCE AND REVIEW PROGRAM

The Association and the District strive to provide high quality education to the students of Alameda. In order for all students to succeed in learning, all unit members should succeed in supporting students. The Association and the District believe that all unit members should focus on continuous improvement in professional practice and that unit members can benefit from assistance and review by colleagues. Therefore, the Association and the District hereby establish a unit member Peer Assistance and Review program (PAR), making available the skills of exemplary unit members to help all unit members develop as professionals. PAR shall use as its professional model the California Standards for the Teaching Profession (CSTP) for unit members who are classroom teachers. Unit members who are not classroom teachers that are participating in PAR will use alternative, equivalent professional standards as they pertain to the unit member's role. unit member. Peer Assistance and Review will be provided to permanent unit members who volunteer for assistance or who are referred to the program because of: an unsatisfactory evaluation; an overall ineffective rating; or an overall emerging rating for a unit member with 5 or more years of experience on the Summative Evaluation. The final/summative referral rating is dependent on the evaluation system that is being used.

28.01 Definitions

28.01.01 Mentor

A mentor is a permanent exemplary unit member who provides assistance and review to unit members participating in the program.

28.01.02 Participating Unit Member

The two types of participating unit members are voluntary or referred:

28.01.021 Voluntary Unit Member (VUM)

The permanent unit member who wishes to participate in the program.

28.01.022 Referred Unit Member (RUM)

The permanent unit member who is referred to the program because of: an unsatisfactory evaluation; an overall ineffective rating; or an overall emerging rating for a unit member with 5 or more years of experience on the Summative Evaluation.

28.02 Joint Committee

28.02.01 Composition and Selection

The Joint Committee (JC) shall consist of five (5) members. Three (3) members shall be certificated classroom unit members who shall be selected by the Association. Two members shall be administrators selected by the District. The Association and the District shall individually determine the method of selection, the qualifications, and the term of its appointees, being mindful of the purpose of PAR and the value of continuity in administering PAR. To promote continuity, the parties shall consider staggered terms so that no party's appointees are all new in any one school year. The Joint Committee shall establish its operational procedures.

28.02.02 Meetings and Compensation

The Joint Committee shall establish its meeting schedule. To hold meetings, a majority of the members must be present. Meetings may be held during the school day, with a grant of release time to unit members, or during non-school time. Every effort shall be made, however, to meet at times other than during the school day to allow unit members to remain in the classroom. Association appointees to the Joint Committee shall be paid hourly for the number of hours worked.

28.02.03 Decision-Making

The Joint Committee shall make decisions by consensus of the entire body. If no consensus can be reached, the decision shall be made by a majority vote of the five members.

28.02.04 Responsibilities

The Joint Committee shall be responsible for the following:

28.02.041 Mentors (MT)

* Selection of mentors. No applicant shall be selected without an observation by members of the Joint Committee.
* Training of mentors.
* Review/direct the mentor's provision of services.
* Review peer review reports prepared by the mentors.
* Evaluate the mentor and possibly remove the mentor. Reasons for removal may include the specific needs of the PAR program or inadequate performance of the mentor. Removal shall be at the sole discretion of the Joint Committee. Prior to the effective date of such removal, the Joint Committee shall provide the mentor with a written statement of the reasons for the removal and upon request, meet with the mentor to discuss the reasons.

28.02.042 Participating Unit Member. The Joint Committee shall provide participating unit members, voluntary or referred, with a list of available mentors. The participating unit member may indicate the mentor that they prefer but the Joint Committee shall not be bound by the preference. The Joint Committee will take into consideration a range of information in matching participating unit members with a mentor.

For referred unit members, the Joint Committee shall notify the referred unit member, their principal, and the mentor in writing that the referred unit member is participating in PAR and identify the appointed mentor.

28.02.043 Cooperation Between Mentor and Principal. The Joint Committee shall expect and strongly encourage a cooperative relationship between the mentor and the principal in the PAR process.

28.02.044 The Joint Committee shall review peer review reports prepared by mentors and make recommendations to the Board regarding the referred unit member's progress in PAR, including but not limited to,

identifying referred unit members who are do not demonstrate improvement after sustained assistance.

28.02.045 The Joint Committee shall evaluate annually the impact of PAR in order to improve PAR. The review and evaluation may include interviews or surveys of PAR participants, principals, and others as deemed appropriate.

28.02.046 The Joint Committee shall adopt procedures for implementing the provisions of this Article. These procedures shall be consistent with the statutes, the provisions of this Article, and this Collective Bargaining Agreement. If there is any inconsistency, the statutes, the provisions of this Article, and this Collective Bargaining Agreement shall prevail.

28.02.05 All materials related to evaluations, reports and other personnel matters regarding individuals which are created or reviewed by the Joint Committee shall be strictly confidential. Therefore, Joint Committee members may not disclose such information obtained by way of the Program or in the peer review process with the following exceptions:

28.02.051 The District may make use of the following documents regarding referred unit members: (a) final and intermittent peer review reports prepared by Mentors; (b) recommendations of the Joint Committee or mentor regarding participants in the Program; and (c) evaluations of a unit member's participation in the Program by the Joint Committee or mentor.

28.02.052 Materials shall be disclosed if required by law.

28.02.06 Indemnity

The District shall defend and indemnify Joint Committee members against claims arising out of their good faith performance of duties under this Article. Joint Committee members who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6 (commencing with section 810) and Title 1 of the Government Code.

28.02.07 Non-Management/supervisory status

Functions performed by unit member Joint Committee members pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivision (g) and (m) of section 3540.1 of the Government Code.

28.03 Participating Unit Members

28.03.01 Referred Unit Members (RUM)

Permanent unit members who have received an unsatisfactory evaluation; an overall ineffective rating; or an overall emerging rating for a unit member with 5 or more years of experience on the Summative Evaluation shall be referred to the Joint Committee and required to participate in the PAR program as an intervention.

28.03.011 Referral

The evaluator shall provide the Joint Committee a copy of the Final/Summative evaluation, together with appropriate supporting documentation (referral packet). A copy of the referral packet shall be sent to the RUM. In addition to reviewing the referral packet, the Joint Committee may also interview the referring evaluator and the unit member being referred. Based on the needs of the unit member, the Joint Committee shall determine the nature of assistance which the mentor shall provide.

28.03.012 Unit member objection

A unit member who has been referred to PAR and objects to such participation on the grounds that the evaluation leading to the referral was procedurally or otherwise flawed may, at their request, appear before the Joint Committee with a representative of their choice to explain their point of view regarding the defects in the evaluation. Notwithstanding this provision, the Joint Committee shall proceed to assign a mentor to the RUM in accord with its normal provisions.

28.03.02 Volunteer Unit Members (VUM)

Any permanent unit member may volunteer to participate in the Program for the purpose of obtaining peer assistance to improve performance. For guaranteed participation in the program, the unit member must volunteer by May 1 of the prior school year. A volunteer may withdraw from the program at any time. When the volunteer applies to the program, they shall provide the program with an initial draft of the goals which they would like to accomplish by participation in PAR.

28.03.021 The mentor shall maintain a log of assistance which shall not include any evaluative comments. A copy of this log shall be provided to the Joint Committee and the volunteer. It shall not be placed in the volunteer's personnel file unless the volunteer so requests.

28.03.022 All communications between the Volunteer and the mentor shall be confidential and shall not be shared without the written consent of the Volunteer and mentor. The mentor shall not, without the written consent of the Volunteer, be called by the Association or District to testify, produce documents, or to participate in any way in any proceeding involving the teaching performance of the Volunteer if the subject of the inquiry is the work performance of the Volunteer during the period the mentor assisted the Volunteer as a participant in PAR.

28.04 Mentors

28.04.01 Duties

Mentors (MT) shall participate in training and provide assistance to, Referred Unit Members and Volunteer Unit Members pursuant to the Program. Each mentor shall be provided reasonable release time from regular duties on a full or part-time basis, depending on need and funding for the Program.

28.04.02 Qualifications

A mentor should be considered by colleagues to be a highly skilled practitioner. A mentor shall possess the following qualifications: (1) clear credential; (2) at least four years of experience in the District; (3) demonstrated exemplary ability as defined by applicable professional standards; (4) extensive knowledge of subject matter; (5) mastery of a range of teaching strategies, instructional techniques, and classroom management skills necessary to meet the diverse needs of students; (6) ability to communicate effectively orally and in writing; and (7) ability to work cooperatively and effectively with others. A mentor cannot be a member of the Joint Committee.

28.04.03 Application

Applicants shall submit three (3) letters of recommendation from (1) a principal or immediate supervisor who has observed the applicant in their practice; (2) a job alike colleague; and (3) a unit member the applicant has mentored/coached. The Joint Committee may interview any persons submitting a letter of recommendation. The Joint Committee may include additional procedures as it sees fit regarding the application process. A prospective mentor cannot be named to said position without first having been observed by the JC. All applications and references shall be treated with confidentiality. They shall not be placed in the mentor's personnel file.

28.04.04 Term of Assignment

A mentor will remain on the approved list until removed by either the mentor or PAR JC. Mentors will be consulted prior to placement with participating unit member. Placement with participating unit member will be for one (1) school year, subject to future extensions.

28.04.05 Compensation

If a mentor works beyond the regular unit member work year at the Joint Committee direction, they shall be compensated in accord with the collective bargaining agreement. A mentor supporting a participating unit member shall be paid a stipend. The stipend shall range from 7% to 13% of Step 1, Col. 1 of the Main Salary Schedule (Appendix A-1) with the amount to be determined by the Joint Committee. It shall be prorated according to assignment. A change in this stipend shall be subject to bargaining.

28.04.06 Caseload

The Joint Committee shall determine the caseload for a mentor. The number is dependent on the amount of intervention time which the Joint Committee determines, in consultation with the mentor, is necessary for each participating unit member. Mentors shall assist the unit members on their caseload by demonstrating, observing, coaching, conferencing, referring or by other activities, which, in their professional judgment, will assist the unit member in accord with the PAR process set out below in Article 28.05.

28.04.07 Indemnity

The District will defend and indemnify Mentors against claims arising out of their good faith performance of duties under this Article. Mentors who act pursuant to the Program shall have the same protection from liability and access to appropriate defense as other

public school employees pursuant to Division 3.6 (commencing with section 810) of Title 1 of the Government Code.

28.04.08 Non-Management/Supervisory Status

Functions performed by Mentors pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivisions (g) and (m) of section 3540.1 of the Government Code.

28.05 Peer Assistance and Review Process for Permanent Unit Members

28.05.01 Preparation of Assistance Plan

As soon as possible after assignment, the Mentor shall review the referring packet for the VUM/RUM. Thereafter, the Mentor shall meet with the VUM/RUM and the site principal/immediate supervisor together or separately, as appropriate, to review the unit member's performance and recommendations for improvement. The Mentor will then prepare a written Assistance Plan aimed at remedying the deficiencies which were cited in the RUM's Final/Summative evaluation or meeting the goals set forth in the VUM's application. For the RUM, the Assistance Plan will include (1) performance goals which are aligned with pupil learning and consistent with Stull Bill criteria and CSTP or alternative, equivalent professional standards as they pertain to the unit member's role and (2) a projected date for completion which will ordinarily be by the end of the current school year. The Plan will be submitted to the Joint Committee for final development and approval.

28.05.02 Classroom Observations

The Assistance Plan will include multiple observations of the VUM/RUM by the Mentor. These observations will be in addition to any that are performed as part of the evaluation Article in this Agreement.

28.05.03 Progress Reports

The Mentor will prepare and discuss with the Joint Committee monthly reports of the VUM's/RUM's participation and progress in the program. The Mentor's report shall include an assessment as to whether the Assistance Plan can or should be discontinued, whether the Plan needs revision, or whether the Plan needs to be extended beyond its original projected term. A copy of the monthly progress reports shall be included in the RUM's personnel file after they have had an opportunity to review and comment on it.

28.05.04 Final Report

By April 15, or at a later date specified in the Assistance Plan, the Mentor shall make a final report to the VUM/RUM, and, for RUMs, the Joint Committee and the evaluator. A copy of the final report shall be included in the RUM's personnel file after they have had an opportunity to review and comment on it. The Final Report shall not constitute the District's evaluation of the unit member's performance but, in the case of an RUM shall (and, in the case of a VUM, may at their request) be considered by the evaluator in preparing any evaluation document or proposing any personnel action.

28.06 Miscellaneous

28.06.01 This article shall not be grievable. Any claims that the article has not been properly implemented shall be presented in writing to the Joint Committee, with a copy to the District and the Association.

28.06.02 Nothing herein shall modify or in any manner affect the right of the District under provisions of the Education Code relating to the employment, classification, retention or non-reelection of certificated employees.

ARTICLE 29
TECHNOLOGY

The following provisions are intended to give guidance as to how to resolve the impact of technology on unit members' hours and working conditions and to ensure that unit members have reasonable and equitable access to any technology that shall be required by the District to fulfill the members' duties, professional responsibilities, and meet the instructional needs of the evolving technological classroom.

29.01 Unit Member Access

29.01.01 Computer Workstations

The District shall provide each unit member access to a computer workstation with legally purchased and licensed software and/or network access necessary for the support of educational programs and to fulfill necessary professional requirements.

Printers

The District shall provide each unit member with access to at least one functioning printer that is free from student access.

29.01.02 Mobile Classes, Physical Education Classes and Classrooms Without Computer Access.

a. Any unit member without access to a computer workstation during class time shall be exempted from taking attendance on-line.

b. Itinerant teachers shall be provided with access to an identified computer workstation.

c. Locations of such stations shall take into consideration the necessity for confidentiality.

29.01.03 Technology required for teaching and learning

The district shall provide unit members with the technology required to deliver district-adopted curricula and mandated programs.

29.02 No unit member shall be negatively evaluated or disciplined for failure to perform technology-based duties if the District has failed to provide:

- Access to their identified computer workstation with legally purchased and licensed software and/or network access necessary to perform such duties.
- Training necessary to complete required duties provided sufficiently in advance of expected deadlines to allow the unit member adequate time to complete the task.
- Technology support necessary to maintain hardware and software that are required to perform the duty.

29.03 The District will make every effort to repair/replace in a timely manner any equipment regularly used in the course of a unit member's duties. Any Technology Services request made by an Association member will receive a confirmation within 72 hours of the request being submitted.

29.04 Training and Expectations

The District shall provide unit members with necessary training in order to complete required technology–based duties. Unit member shall be compensated as per Article 14.04.02 if training occurs outside the workday.

29.05 Parent and Student Access

As long as unit members appropriately supervise students, unit members will not be held liable nor will they be subject to disciplinary action for the actions of parents/ students who do not abide by the District's Acceptable Use Agreement.

29.06 Computer-Based Classes

The District shall assure that no students are assigned to a computer-based class in excess of the number of necessary computer workstations based upon course requirements.

29.07 District E-mail

29.07.01 Unit members shall have the right to use e-mail to communicate with other employees of the District and other individuals and/or organizations within the scope of their professional responsibilities. Unit members shall not be disciplined for unsolicited receipt of inappropriate material.

29.07.02 Alameda Education Association shall have the use of District e-mail to communicate with their unit member except as prohibited by law.

29.08 Electronically Maintained Student Records

Unit members shall not be held liable for any breach of student confidentiality caused by the failure of the District to provide adequate protection resulting in unauthorized access to student records.

29.09 Other Technology-Related Issues

When District Administration requires a unit member to perform the duties of troubleshooting and/or maintaining computers, updating software, loading District-approved software and/or any other maintenance/repair type tasks, the unit member shall be compensated at the hourly rate of pay.

29.10 Technology Oversight Committee

29.10.01 The District and the Association agree to form a Technology Oversight Committee that shall meet at least two times per year to make non-binding, non-precedent-setting recommendations to the Superintendent or their designee and the Association President or their designee proposing appropriate actions to deal with the technology needs of the District. The agenda shall be mutually agreed upon in advance by the facilitator and an Association representative designated by the Association President.

29.10.02 The Committee shall be composed of:

- The Director of Information Technology Services, as facilitator, and two additional District Appointees.
- Three Association appointees.

- One mutually agreed upon member with specific expertise as needed.

ARTICLE 30
ACADEMIC COMMITTEE

The Association has the right to consult on the selection of textbooks and the adoption or material revision of instructional curriculum to the extent that those matters are within the discretion of the District under law. To effectuate this right, the District and the Association hereby jointly establish an Academic Committee.

30.01 Committee Membership

The Academic Committee shall be composed of twenty-four (24) members. Twelve members shall be appointed by the District and twelve members shall be appointed by the Association. The District shall select the Chief Academic Officer as one of its appointees.

The Academic Committee may invite additional District staff with expertise in a particular area to participate in one or more Committee meetings. These individuals would be invited to meetings on an as-needed basis and would not be permanent members.

30.02 Role of the Committee

The District shall consult the Academic Committee prior to the adoption of academic curricula or instructional materials to be used Districtwide. The District shall also consult the Academic Committee regarding the training and/or professional development needed to prepare teachers to implement new instructional materials or academic curricula with the mutual intent that the best possible academic curricula or instructional materials, training and/or professional development be chosen.

One complete academic year after an academic curriculum or instructional materials has been implemented, the Academic Committee may meet to review and evaluate its/their efficacy. Should training and/or professional development for such curriculum or instructional materials be ongoing, the Academic Committee may also meet to review and evaluate its efficacy.

For purposes of this article, the term “consult” means to seek the informed professional opinion of the members of the Academic Committee.

30.03 Committee Meetings

The Academic Committee shall meet at least four times per academic year. The Academic Committee may schedule additional meetings if agreed to by a majority of its members. The Chief Academic Officer shall act as facilitator at Academic Committee meetings.

Appendix A-1

Board Approval: 3/24/2026

2025-2026

Time Base: Annual

Based on 186 Days

AEA Teachers

Effective January 1, 2026

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	71,023.33	71,721.90	73,218.81	77,735.48	82,459.67
2	71,721.90	72,420.43	75,414.29	80,098.58	84,822.85
3	72,420.43	73,218.81	77,735.48	82,459.67	87,185.94
4	73,218.81	75,414.29	80,098.58	84,822.85	90,137.80
5	74,017.13	77,735.48	82,459.67	87,185.94	92,500.94
6	74,704.05	79,388.35	84,112.63	89,427.58	94,153.81
7	77,025.25	81,749.44	86,475.71	91,790.71	96,514.92
8	79,388.35	84,112.63	89,427.58	94,153.81	98,878.05
9	81,749.44	86,475.71	91,790.71	96,514.92	101,239.17
10	83,402.38	89,427.58	94,153.81	98,878.05	104,193.07
11	83,402.38	91,080.47	95,800.68	100,530.96	105,843.91
12	83,402.38	93,443.59	98,167.81	103,482.84	108,219.05
13	83,402.38	93,443.59	100,530.96	105,843.91	110,572.19
14	83,402.38	93,443.59	100,530.96	108,209.04	112,931.29
15	83,402.38	93,443.59	100,530.96	110,572.19	115,294.45
16	83,456.11	93,497.35	100,584.71	110,625.94	115,348.17
17	83,456.11	93,497.35	100,584.71	110,625.94	115,348.17
18	85,055.25	95,094.49	102,181.82	112,221.05	116,949.30
19	85,055.25	95,094.49	102,181.82	112,221.05	116,949.30
20	85,055.25	95,094.49	102,181.82	112,221.05	116,949.30
21	87,414.34	97,457.59	104,542.94	114,584.20	119,308.40
22	87,414.34	97,457.59	104,542.94	114,584.20	119,308.40
23	87,414.34	97,457.59	104,542.94	114,584.20	119,308.40
24	89,779.48	99,820.72	106,908.06	116,949.30	121,671.51
25	89,779.48	99,820.72	106,908.06	116,949.30	121,671.51
26	89,779.48	99,820.72	106,908.06	116,949.30	121,671.51
27	89,779.48	99,820.72	106,908.06	119,308.40	127,896.66

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,343.77
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	710.23
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,420.47
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,130.70

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2025 with 1% Retro to 1/1/2026

Appendix A-2

Board Approval: 3/24/2026

2025-2026

AEA - Adult Education

Based on 177 Days

Effective January 1, 2026

Time Base: Hourly **Hourly Rate**	*(yrs of Experience)* **Step**	*Time Base: Annual* **BA or Less-177**	**BA+Units-177**
53.65	0	65,364.25	66,855.17
53.65	1	65,364.25	66,855.17
53.65	2	65,364.25	66,855.17
53.65	3	65,364.25	66,855.17
53.65	4	65,364.25	66,855.17
53.65	5	65,364.25	66,855.17
56.32	6	67,653.63	69,219.10
56.32	7	67,653.63	69,219.10
56.32	8	67,653.63	69,219.10
56.32	9	67,653.63	69,219.10
56.32	10	67,653.63	69,219.10
59.00	11	69,943.02	71,583.03
59.00	12	69,943.02	71,583.03
59.00	13	69,943.02	71,583.03
59.00	14	69,943.02	71,583.03
59.00	15	69,943.02	71,583.03
61.95	16	72,532.35	74,254.34
61.95	17	72,532.35	74,254.34
61.95	18	72,532.35	74,254.34
61.95	19	72,532.35	74,254.34
61.95	20	72,532.35	74,254.34
65.08	21	75,996.89	77,805.00
65.08	22	75,996.89	77,805.00
65.08	23	75,996.89	77,805.00
65.08	24	75,996.89	77,805.00
65.08	25	75,996.89	77,805.00
68.32	26+	79,634.66	81,533.18

Regular Teachers

Based on 1168.2 annual hours (177 x 6 hrs/day = 1062 + 106.20 hours prep time)

Full time = 30 hours/week per quarter not including breaks and school closures.

Master's Degree/Doctoral Degree/National Board Certification: (3.2% of annual salary BA or Less, Step 0) $ 2,091.66

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	710.23
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,420.47
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,130.70

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2025 with 1% Retro to 1/1/2026

Appendix A-3

Board Approval: 3/24/2026

2025-2026

Time Base: Annual

Based on 261 Days

AEA Child Development

Effective January 1, 2026

Step	Class 0 12 Units	Class 1 24 Units	Class 02 60 Units	Class 3 90 Units	Class 4 BA Units	Class 5 BA plus 15	Class 6 BA plus 30	Class 7 BA plus 45	Class 8 BA plus 60
1	45,443.36	47,082.62	48,788.98	50,506.10	51,766.65	56,004.45	60,373.40	64,759.49	69,130.75
2	45,486.36	47,125.89	48,832.45	50,549.80	51,833.68	56,069.51	60,436.55	64,822.68	69,193.72
3	48,344.32	49,985.82	51,690.00	53,353.11	56,004.45	60,373.40	64,759.49	69,130.75	73,504.17
4	50,384.83	51,416.82	52,472.46	54,842.62	58,189.98	62,567.59	66,938.65	71,316.04	75,689.70
5	50,384.83	52,858.90	54,571.52	56,288.68	60,373.40	64,759.49	69,130.75	73,504.17	77,872.60
6	50,384.83	52,858.90	55,307.36	57,013.95	61,857.36	66,228.40	70,605.80	74,979.48	79,348.15
7	50,384.83	52,858.90	55,307.36	58,461.88	64,049.26	68,420.53	72,793.94	77,162.37	81,544.50
8	50,384.83	52,858.90	55,307.36	58,461.88	66,228.40	70,605.80	74,979.48	79,348.15	83,727.91
9	50,384.83	52,858.90	55,307.36	58,461.88	66,228.40	70,605.80	77,162.37	81,544.50	85,913.66
10	50,384.83	52,858.90	55,307.36	58,461.88	66,228.40	70,605.80	77,162.37	83,727.91	88,107.42
11	50,384.83	52,858.90	55,307.36	58,461.88	66,228.40	70,605.80	77,162.37	83,727.91	89,580.84

Head Teacher Stipend	Teacher Scale + $3,000/ year ($250/month)
Asst. Head Teacher Stipend	Teacher Scale + $935/ year ($77.92/month)

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	710.23
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,420.47
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,130.70

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2025 with 1% Retro to 1/1/2026

Appendix A-4

Board Approval: 3/24/2026

2025-2026

Time Base: Annual

Based on 191 Days

AEA Counselors

Effective January 1, 2026

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	72,932.56	73,649.91	75,187.06	79,825.14	84,676.33
2	73,649.91	74,367.22	77,441.56	82,251.77	87,103.03
3	74,367.22	75,187.06	79,825.14	84,676.33	89,529.65
4	75,187.06	77,441.56	82,251.77	87,103.03	92,560.86
5	76,006.84	79,825.14	84,676.33	89,529.65	94,987.52
6	76,712.22	81,522.45	86,373.72	91,831.55	96,684.83
7	79,095.82	83,947.01	88,800.33	94,258.20	99,109.41
8	81,522.45	86,373.72	91,831.55	96,684.83	101,536.06
9	83,947.01	88,800.33	94,258.20	99,109.41	103,960.65
10	85,644.38	91,831.55	96,684.83	101,536.06	106,993.96
11	85,644.38	93,528.87	98,375.97	103,233.41	108,689.18
12	85,644.38	95,955.51	100,806.73	106,264.64	111,128.16
13	85,644.38	95,955.51	103,233.41	108,689.18	113,544.56
14	85,644.38	95,955.51	103,233.41	111,117.89	115,967.08
15	85,644.38	95,955.51	103,233.41	113,544.56	118,393.76
16	85,699.55	96,010.72	103,288.60	113,599.76	118,448.93
17	85,699.55	96,010.72	103,288.60	113,599.76	118,448.93
18	87,341.68	97,650.79	104,928.64	115,237.74	120,093.10
19	87,341.68	97,650.79	104,928.64	115,237.74	120,093.10
20	87,341.68	97,650.79	104,928.64	115,237.74	120,093.10
21	89,764.19	100,077.42	107,353.23	117,664.42	122,515.62
22	89,764.19	100,077.42	107,353.23	117,664.42	122,515.62
23	89,764.19	100,077.42	107,353.23	117,664.42	122,515.62
24	92,192.91	102,504.07	109,781.93	120,093.10	124,942.25
25	92,192.91	102,504.07	109,781.93	120,093.10	124,942.25
26	92,192.91	102,504.07	109,781.93	120,093.10	124,942.25
27	92,192.91	102,504.07	109,781.93	122,515.62	131,334.74

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,343.77
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	710.23
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,420.47
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,130.70

Appendix A-5

Board Approval: 3/24/2026

2025-2026

Time Base: Annual

Based on 186 Days

AEA ROP/CTE

Effective January 1, 2026

STEP	minus BA	with BA
1	67,690.16	67,690.16
2	67,690.16	67,690.16
3	67,690.16	67,690.16
4	67,690.16	70,152.47
5	67,690.16	72,619.21
6	69,442.24	74,364.64
7	71,908.97	76,829.17
8	74,377.96	79,293.70
9	76,849.13	81,756.02
10	79,440.27	84,218.32
11	81,232.30	85,965.96
12	83,705.69	88,428.26
13	86,170.26	90,892.85
14	88,643.66	93,239.67
15	90,406.88	95,109.47
16	90,406.88	95,109.47
17	90,406.88	95,109.47
18	95,033.93	99,736.55
19	95,033.93	99,736.55
20	95,033.93	99,736.55
21	96,117.44	100,820.04
22	96,117.44	100,820.04
23	96,117.44	100,820.04
24	97,200.96	101,810.29
25	97,200.96	101,810.29
26	97,200.96	101,810.29
27	97,200.96	101,810.29

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,343.77
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	710.23
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,420.47
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,130.70

Appendix A-6
2025-2026
Time Base: Annual
AEA Psychologists

Board Approval: 3/24/2026

Based on 195 Days/8 Hours per day
Effective January 1, 2026

STEP	Salary
1	127,495.25
2	133,449.05
3	139,701.05
4	146,265.92
5	153,159.06
6	154,748.82
7	156,338.59
8	157,928.34
9	157,928.34
10+	157,928.34

Master's Degree/Doctoral Degree/National Board Certification:		
Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,343.77
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	710.23
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,420.47
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,130.70

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2025 with 1% Retro to 1/1/2026

Appendix A-7

Board Approval: 3/24/2026

2025-2026

Time Base: Annual

Based on 186 Days

AEA Speech and Language Pathologists

Effective January 1, 2026

STEP	Salary
1	94,844.51
2	97,207.69
3	99,570.79
4	102,522.65
5	104,885.78
6	107,611.95
7	109,973.07
8	112,336.19
9	114,697.31
10	117,651.22
11	119,302.05
12	121,677.19
13	124,030.34
14	126,389.44
15	128,752.60
16	128,806.32
17	128,806.32
18	130,407.45
19	130,407.45
20	130,407.45
21	132,766.54
22	132,766.54
23	132,766.54
24	135,129.66
25	135,129.66
26	135,129.66
27	141,354.81

(Stipends for Masters and Speech-Langage pathology Svcs Credential incorporated into the salary schedule)

PhD/Certificate of Clinical Competence

Annual Stipend for each (3.3% of A-1, Column 1, Step 1)	$	2,343.77
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	710.23
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,420.47
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,130.70

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 1/1/2026 with 3%

Appendix A-1

Board Approval: 3/24/2026

2026-2027

Time Base: Annual

Based on 186 Days

AEA Teachers

Effective July 1, 2026

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	73,154.03	73,873.56	75,415.37	80,067.54	84,933.46
2	73,873.56	74,593.04	77,676.72	82,501.54	87,367.54
3	74,593.04	75,415.37	80,067.54	84,933.46	89,801.52
4	75,415.37	77,676.72	82,501.54	87,367.54	92,841.93
5	76,237.64	80,067.54	84,933.46	89,801.52	95,275.97
6	76,945.17	81,770.00	86,636.01	92,110.41	96,978.42
7	79,336.01	84,201.92	89,069.98	94,544.43	99,410.37
8	81,770.00	86,636.01	92,110.41	96,978.42	101,844.39
9	84,201.92	89,069.98	94,544.43	99,410.37	104,276.35
10	85,904.45	92,110.41	96,978.42	101,844.39	107,318.86
11	85,904.45	93,812.88	98,674.70	103,546.89	109,019.23
12	85,904.45	96,246.90	101,112.84	106,587.33	111,465.62
13	85,904.45	96,246.90	103,546.89	109,019.23	113,889.36
14	85,904.45	96,246.90	103,546.89	111,455.31	116,319.23
15	85,904.45	96,246.90	103,546.89	113,889.36	118,753.28
16	85,959.79	96,302.27	103,602.25	113,944.72	118,808.62
17	85,959.79	96,302.27	103,602.25	113,944.72	118,808.62
18	87,606.91	97,947.32	105,247.27	115,587.68	120,457.78
19	87,606.91	97,947.32	105,247.27	115,587.68	120,457.78
20	87,606.91	97,947.32	105,247.27	115,587.68	120,457.78
21	90,036.77	100,381.32	107,679.23	118,021.73	122,887.65
22	90,036.77	100,381.32	107,679.23	118,021.73	122,887.65
23	90,036.77	100,381.32	107,679.23	118,021.73	122,887.65
24	92,472.86	102,815.34	110,115.30	120,457.78	125,321.66
25	92,472.86	102,815.34	110,115.30	120,457.78	125,321.66
26	92,472.86	102,815.34	110,115.30	120,457.78	125,321.66
27	92,472.86	102,815.34	110,115.30	122,887.65	131,733.56

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,414.08
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	731.54
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,463.08
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,194.62

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 1/1/2026 with 3%

Appendix A-2

Board Approval: 3/24/2026

2026-2027

AEA - Adult Education

Based on 177 Days

Effective July 1, 2026

Time Base: Hourly **Hourly Rate**	*(yrs of Experience)* **Step**	*Time Base: Annual* **BA or Less-177**	**BA+Units-177**
55.26	0	67,325.18	68,860.83
55.26	1	67,325.18	68,860.83
55.26	2	67,325.18	68,860.83
55.26	3	67,325.18	68,860.83
55.26	4	67,325.18	68,860.83
55.26	5	67,325.18	68,860.83
58.01	6	69,683.24	71,295.67
58.01	7	69,683.24	71,295.67
58.01	8	69,683.24	71,295.67
58.01	9	69,683.24	71,295.67
58.01	10	69,683.24	71,295.67
60.77	11	72,041.31	73,730.52
60.77	12	72,041.31	73,730.52
60.77	13	72,041.31	73,730.52
60.77	14	72,041.31	73,730.52
60.77	15	72,041.31	73,730.52
63.81	16	74,708.32	76,481.97
63.81	17	74,708.32	76,481.97
63.81	18	74,708.32	76,481.97
63.81	19	74,708.32	76,481.97
63.81	20	74,708.32	76,481.97
67.03	21	78,276.80	80,139.15
67.03	22	78,276.80	80,139.15
67.03	23	78,276.80	80,139.15
67.03	24	78,276.80	80,139.15
67.03	25	78,276.80	80,139.15
70.37	26+	82,023.70	83,979.18

Regular Teachers

Based on 1168.2 annual hours (177 x 6 hrs/day = 1062 + 106.20 hours prep time)

Full time = 30 hours/week per quarter not including breaks and school closures.

Master's Degree/Doctoral Degree/National Board Certification: (3.2% of annual salary BA or Less, Step 0) $ 2,154.41

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	731.54
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,463.08
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,194.62

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 1/1/2026 with 3%

Appendix A-3

Board Approval: 3/24/2026

2026-2027

Time Base: Annual

Based on 261 Days

AEA Child Development

Effective July 1, 2026

Step	Class 0 12 Units	Class 1 24 Units	Class 02 60 Units	Class 3 90 Units	Class 4 BA Units	Class 5 BA plus 15	Class 6 BA plus 30	Class 7 BA plus 45	Class 8 BA plus 60
1	46,806.66	48,495.10	50,252.65	52,021.28	53,319.65	57,684.58	62,184.60	66,702.27	71,204.67
2	46,850.95	48,539.67	50,297.42	52,066.29	53,388.69	57,751.60	62,249.65	66,767.36	71,269.53
3	49,794.65	51,485.39	53,240.70	54,953.70	57,684.58	62,184.60	66,702.27	71,204.67	75,709.30
4	51,896.37	52,959.32	54,046.63	56,487.90	59,935.68	64,444.62	68,946.81	73,455.52	77,960.39
5	51,896.37	54,444.67	56,208.67	57,977.34	62,184.60	66,702.27	71,204.67	75,709.30	80,208.78
6	51,896.37	54,444.67	56,966.58	58,724.37	63,713.08	68,215.25	72,723.97	77,228.86	81,728.59
7	51,896.37	54,444.67	56,966.58	60,215.74	65,970.74	70,473.15	74,977.76	79,477.24	83,990.84
8	51,896.37	54,444.67	56,966.58	60,215.74	68,215.25	72,723.97	77,228.86	81,728.59	86,239.75
9	51,896.37	54,444.67	56,966.58	60,215.74	68,215.25	72,723.97	79,477.24	83,990.84	88,491.07
10	51,896.37	54,444.67	56,966.58	60,215.74	68,215.25	72,723.97	79,477.24	86,239.75	90,750.64
11	51,896.37	54,444.67	56,966.58	60,215.74	68,215.25	72,723.97	79,477.24	86,239.75	92,268.27

Head Teacher Stipend	Teacher Scale + $3,000/ year ($250/month)
Asst. Head Teacher Stipend	Teacher Scale + $935/ year ($77.92/month)

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$ 731.54
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$ 1,463.08
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$ 2,194.62

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 1/1/2026 with 3%

Appendix A-4

Board Approval: 3/24/2026

2026-2027

Time Base: Annual

Based on 191 Days

AEA Counselors

Effective July 1, 2026

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	75,120.54	75,859.41	77,442.66	82,219.89	87,216.62
2	75,859.41	76,598.23	79,764.80	84,719.32	89,716.13
3	76,598.23	77,442.66	82,219.89	87,216.62	92,215.54
4	77,442.66	79,764.80	84,719.32	89,716.13	95,337.68
5	78,287.04	82,219.89	87,216.62	92,215.54	97,837.15
6	79,013.59	83,968.12	88,964.94	94,586.50	99,585.37
7	81,468.70	86,465.41	91,464.33	97,085.95	102,082.69
8	83,968.12	88,964.94	94,586.50	99,585.37	104,582.14
9	86,465.41	91,464.33	97,085.95	102,082.69	107,079.48
10	88,213.71	94,586.50	99,585.37	104,582.14	110,203.78
11	88,213.71	96,334.73	101,327.25	106,330.41	111,949.85
12	88,213.71	98,834.18	103,830.93	109,452.58	114,462.01
13	88,213.71	98,834.18	106,330.41	111,949.85	116,950.90
14	88,213.71	98,834.18	106,330.41	114,451.42	119,446.09
15	88,213.71	98,834.18	106,330.41	116,950.90	121,945.57
16	88,270.54	98,891.04	106,387.26	117,007.75	122,002.40
17	88,270.54	98,891.04	106,387.26	117,007.75	122,002.40
18	89,961.93	100,580.31	108,076.50	118,694.88	123,695.89
19	89,961.93	100,580.31	108,076.50	118,694.88	123,695.89
20	89,961.93	100,580.31	108,076.50	118,694.88	123,695.89
21	92,457.11	103,079.74	110,573.83	121,194.36	126,191.08
22	92,457.11	103,079.74	110,573.83	121,194.36	126,191.08
23	92,457.11	103,079.74	110,573.83	121,194.36	126,191.08
24	94,958.69	105,579.19	113,075.39	123,695.89	128,690.52
25	94,958.69	105,579.19	113,075.39	123,695.89	128,690.52
26	94,958.69	105,579.19	113,075.39	123,695.89	128,690.52
27	94,958.69	105,579.19	113,075.39	126,191.08	135,274.78

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,414.08
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	731.54
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,463.08
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,194.62

Appendix A-5

Board Approval: 3/24/2026

2026-2027

Time Base: Annual

Based on 186 Days

AEA ROP/CTE

Effective July 1, 2026

STEP	minus BA	with BA
1	69,720.86	69,720.86
2	69,720.86	69,720.86
3	69,720.86	69,720.86
4	69,720.86	72,257.04
5	69,720.86	74,797.79
6	71,525.51	76,595.58
7	74,066.24	79,134.05
8	76,609.30	81,672.51
9	79,154.60	84,208.70
10	81,823.48	86,744.87
11	83,669.27	88,544.94
12	86,216.86	91,081.11
13	88,755.37	93,619.64
14	91,302.97	96,036.86
15	93,119.09	97,962.75
16	93,119.09	97,962.75
17	93,119.09	97,962.75
18	97,884.95	102,728.65
19	97,884.95	102,728.65
20	97,884.95	102,728.65
21	99,000.96	103,844.64
22	99,000.96	103,844.64
23	99,000.96	103,844.64
24	100,116.99	104,864.60
25	100,116.99	104,864.60
26	100,116.99	104,864.60
27	100,116.99	104,864.60

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,414.08
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	731.54
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,463.08
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,194.62

Appendix A-6
2026-2027
Time Base: Annual
AEA Psychologists

Board Approval: 3/24/2026

Based on 195 Days/8 Hours per day
Effective July 1, 2026

STEP	Salary
1	131,320.11
2	137,452.52
3	143,892.08
4	150,653.90
5	157,753.83
6	159,391.28
7	161,028.75
8	162,666.19
9	162,666.19
10+	162,666.19

Master's Degree/Doctoral Degree/National Board Certification:		
Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,414.08
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	731.54
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,463.08
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,194.62

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 1/1/2026 with 3%

Appendix A-7

Board Approval: 3/24/2026

2026-2027

Time Base: Annual

Based on 186 Days

AEA Speech and Language Pathologists

Effective July 1, 2026

STEP	Salary
1	97,589.11
2	100,023.18
3	102,457.17
4	105,497.59
5	107,931.61
6	111,180.78
7	113,612.73
8	116,046.73
9	118,478.69
10	121,521.22
11	123,221.58
12	125,667.97
13	128,091.72
14	130,521.58
15	132,955.63
16	133,010.97
17	133,010.97
18	134,660.14
19	134,660.14
20	134,660.14
21	137,089.99
22	137,089.99
23	137,089.99
24	139,524.01
25	139,524.01
26	139,524.01
27	145,935.92

(Stipend for Masters has been incorporated into the salary schedule)

PhD/Certificate of Clinical Competence

Annual Stipend for each (3.3% of A-1, Column 1, Step 1)	$	2,414.08
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	731.54
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,463.08
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,194.62

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2026 with 3%

Appendix A-1

Board Approval: 3/24/2026

2027-2028

Time Base: Annual

Based on 186 Days

AEA Teachers

Effective July 1, 2027

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	75,348.65	76,089.77	77,677.83	82,469.57	87,481.46
2	76,089.77	76,830.83	80,007.02	84,976.59	89,988.57
3	76,830.83	77,677.83	82,469.57	87,481.46	92,495.57
4	77,677.83	80,007.02	84,976.59	89,988.57	95,627.19
5	78,524.77	82,469.57	87,481.46	92,495.57	98,134.25
6	79,253.53	84,223.10	89,235.09	94,873.72	99,887.77
7	81,716.09	86,727.98	91,742.08	97,380.76	102,392.68
8	84,223.10	89,235.09	94,873.72	99,887.77	104,899.72
9	86,727.98	91,742.08	97,380.76	102,392.68	107,404.64
10	88,481.58	94,873.72	99,887.77	104,899.72	110,538.43
11	88,481.58	96,627.27	101,634.94	106,653.30	112,289.81
12	88,481.58	99,134.31	104,146.23	109,784.95	114,809.59
13	88,481.58	99,134.31	106,653.30	112,289.81	117,306.04
14	88,481.58	99,134.31	106,653.30	114,798.97	119,808.81
15	88,481.58	99,134.31	106,653.30	117,306.04	122,315.88
16	88,538.58	99,191.34	106,710.32	117,363.06	122,372.88
17	88,538.58	99,191.34	106,710.32	117,363.06	122,372.88
18	90,235.12	100,885.74	108,404.69	119,055.31	124,071.51
19	90,235.12	100,885.74	108,404.69	119,055.31	124,071.51
20	90,235.12	100,885.74	108,404.69	119,055.31	124,071.51
21	92,737.87	103,392.76	110,909.61	121,562.38	126,574.28
22	92,737.87	103,392.76	110,909.61	121,562.38	126,574.28
23	92,737.87	103,392.76	110,909.61	121,562.38	126,574.28
24	95,247.05	105,899.80	113,418.76	124,071.51	129,081.31
25	95,247.05	105,899.80	113,418.76	124,071.51	129,081.31
26	95,247.05	105,899.80	113,418.76	124,071.51	129,081.31
27	95,247.05	105,899.80	113,418.76	126,574.28	135,685.57

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,486.51
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	753.49
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,506.97
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,260.46

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2026 with 3%

Appendix A-2

Board Approval: 3/24/2026

2027-2028

AEA - Adult Education

Based on 177 Days

Effective July 1, 2027

Time Base: Hourly **Hourly Rate**	*(yrs of Experience)* **Step**	*Time Base: Annual* **BA or Less-177**	**BA+Units-177**
56.92	0	69,344.94	70,926.65
56.92	1	69,344.94	70,926.65
56.92	2	69,344.94	70,926.65
56.92	3	69,344.94	70,926.65
56.92	4	69,344.94	70,926.65
56.92	5	69,344.94	70,926.65
59.75	6	71,773.74	73,434.54
59.75	7	71,773.74	73,434.54
59.75	8	71,773.74	73,434.54
59.75	9	71,773.74	73,434.54
59.75	10	71,773.74	73,434.54
62.59	11	74,202.55	75,942.44
62.59	12	74,202.55	75,942.44
62.59	13	74,202.55	75,942.44
62.59	14	74,202.55	75,942.44
62.59	15	74,202.55	75,942.44
65.72	16	76,949.57	78,776.43
65.72	17	76,949.57	78,776.43
65.72	18	76,949.57	78,776.43
65.72	19	76,949.57	78,776.43
65.72	20	76,949.57	78,776.43
69.04	21	80,625.10	82,543.32
69.04	22	80,625.10	82,543.32
69.04	23	80,625.10	82,543.32
69.04	24	80,625.10	82,543.32
69.04	25	80,625.10	82,543.32
72.48	26+	84,484.41	86,498.56

Regular Teachers

Based on 1168.2 annual hours (177 x 6 hrs/day = 1062 + 106.20 hours prep time)

Full time = 30 hours/week per quarter not including breaks and school closures.

Master's Degree/Doctoral Degree/National Board Certification: (3.2% of annual salary BA or Less, Step 0) $ 2,219.04

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	753.49
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,506.97
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,260.46

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2026 with 3%

Appendix A-3

Board Approval: 3/24/2026

2027-2028

Time Base: Annual

Based on 261 Days

AEA Child Development

Effective July 1, 2027

Step	Class 0 12 Units	Class 1 24 Units	Class 02 60 Units	Class 3 90 Units	Class 4 BA Units	Class 5 BA plus 15	Class 6 BA plus 30	Class 7 BA plus 45	Class 8 BA plus 60
1	48,210.86	49,949.95	51,760.23	53,581.92	54,919.24	59,415.12	64,050.14	68,703.34	73,340.81
2	48,256.48	49,995.86	51,806.34	53,628.28	54,990.35	59,484.15	64,117.14	68,770.38	73,407.62
3	51,288.49	53,029.95	54,837.92	56,602.31	59,415.12	64,050.14	68,703.34	73,340.81	77,980.58
4	53,453.26	54,548.10	55,668.03	58,182.54	61,733.75	66,377.96	71,015.21	75,659.19	80,299.20
5	53,453.26	56,078.01	57,894.93	59,716.66	64,050.14	68,703.34	73,340.81	77,980.58	82,615.04
6	53,453.26	56,078.01	58,675.58	60,486.10	65,624.47	70,261.71	74,905.69	79,545.73	84,180.45
7	53,453.26	56,078.01	58,675.58	62,022.21	67,949.86	72,587.34	77,227.09	81,861.56	86,510.57
8	53,453.26	56,078.01	58,675.58	62,022.21	70,261.71	74,905.69	79,545.73	84,180.45	88,826.94
9	53,453.26	56,078.01	58,675.58	62,022.21	70,261.71	74,905.69	81,861.56	86,510.57	91,145.80
10	53,453.26	56,078.01	58,675.58	62,022.21	70,261.71	74,905.69	81,861.56	88,826.94	93,473.16
11	53,453.26	56,078.01	58,675.58	62,022.21	70,261.71	74,905.69	81,861.56	88,826.94	95,036.32

Head Teacher Stipend	Teacher Scale + $3,000/ year ($250/month)
Asst. Head Teacher Stipend	Teacher Scale + $935/ year ($77.92/month)

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	753.49
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,506.97
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,260.46

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2026 with 3%

Appendix A-4

Board Approval: 3/24/2026

2027-2028

Time Base: Annual

Based on 191 Days

AEA Counselors

Effective July 1, 2027

STEP	1 BA	2 BA+30	3 BA+45	4 BA+60	5 BA+75
1	77,374.15	78,135.19	79,765.94	84,686.49	89,833.11
2	78,135.19	78,896.17	82,157.75	87,260.91	92,407.62
3	78,896.17	79,765.94	84,686.49	89,833.11	94,982.01
4	79,765.94	82,157.75	87,260.91	92,407.62	98,197.81
5	80,635.65	84,686.49	89,833.11	94,982.01	100,772.27
6	81,384.00	86,487.16	91,633.88	97,424.09	102,572.93
7	83,912.76	89,059.38	94,208.26	99,998.52	105,145.17
8	86,487.16	91,633.88	97,424.09	102,572.93	107,719.60
9	89,059.38	94,208.26	99,998.52	105,145.17	110,291.86
10	90,860.12	97,424.09	102,572.93	107,719.60	113,509.89
11	90,860.12	99,224.78	104,367.06	109,520.32	115,308.35
12	90,860.12	101,799.21	106,945.86	112,736.16	117,895.87
13	90,860.12	101,799.21	109,520.32	115,308.35	120,459.43
14	90,860.12	101,799.21	109,520.32	117,884.96	123,029.48
15	90,860.12	101,799.21	109,520.32	120,459.43	125,603.94
16	90,918.65	101,857.77	109,578.88	120,517.98	125,662.47
17	90,918.65	101,857.77	109,578.88	120,517.98	125,662.47
18	92,660.80	103,597.72	111,318.79	122,255.72	127,406.77
19	92,660.80	103,597.72	111,318.79	122,255.72	127,406.77
20	92,660.80	103,597.72	111,318.79	122,255.72	127,406.77
21	95,230.82	106,172.14	113,891.05	124,830.19	129,976.81
22	95,230.82	106,172.14	113,891.05	124,830.19	129,976.81
23	95,230.82	106,172.14	113,891.05	124,830.19	129,976.81
24	97,807.45	108,746.57	116,467.65	127,406.77	132,551.24
25	97,807.45	108,746.57	116,467.65	127,406.77	132,551.24
26	97,807.45	108,746.57	116,467.65	127,406.77	132,551.24
27	97,807.45	108,746.57	116,467.65	129,976.81	139,333.03

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,486.51
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	753.49
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,506.97
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,260.46

Appendix A-5

Board Approval: 3/24/2026

2027-2028

Time Base: Annual

Based on 186 Days

AEA ROP/CTE

Effective July 1, 2027

STEP	minus BA	with BA
1	71,812.49	71,812.49
2	71,812.49	71,812.49
3	71,812.49	71,812.49
4	71,812.49	74,424.75
5	71,812.49	77,041.72
6	73,671.28	78,893.45
7	76,288.23	81,508.07
8	78,907.58	84,122.69
9	81,529.24	86,734.96
10	84,278.18	89,347.22
11	86,179.35	91,201.29
12	88,803.37	93,813.54
13	91,418.03	96,428.23
14	94,042.06	98,917.97
15	95,912.66	100,901.63
16	95,912.66	100,901.63
17	95,912.66	100,901.63
18	100,821.50	105,810.51
19	100,821.50	105,810.51
20	100,821.50	105,810.51
21	101,970.99	106,959.98
22	101,970.99	106,959.98
23	101,970.99	106,959.98
24	103,120.50	108,010.54
25	103,120.50	108,010.54
26	103,120.50	108,010.54
27	103,120.50	108,010.54

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,486.51
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	753.49
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,506.97
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,260.46

Appendix A-6

Board Approval: 3/24/2026

2027-2028

Time Base: Annual

Based on 195 Days/8 Hours per day

AEA Psychologists

Effective July 1, 2027

STEP	Salary
1	135,259.71
2	141,576.10
3	148,208.84
4	155,173.52
5	162,486.44
6	164,173.02
7	165,859.61
8	167,546.18
9	167,546.18
10+	167,546.18

Master's Degree/Doctoral Degree/National Board Certification:

Annual Stipend for each (3.3% of A-1, Column 1, Step 1), paid monthly	$	2,486.51
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	753.49
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,506.97
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,260.46

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

Base 7/1/2026 with 3%

Appendix A-7

Board Approval: 3/24/2026

2027-2028

Time Base: Annual

Based on 186 Days

AEA Speech and Language Pathologists

Effective July 1, 2027

STEP	Salary
1	100,620.55
2	103,127.64
3	105,634.65
4	108,766.28
5	111,273.32
6	114,165.52
7	116,670.43
8	119,177.47
9	121,682.38
10	124,816.18
11	126,567.54
12	129,087.34
13	131,583.79
14	134,086.55
15	136,593.64
16	136,650.63
17	136,650.63
18	138,349.26
19	138,349.26
20	138,349.26
21	140,852.03
22	140,852.03
23	140,852.03
24	143,359.06
25	143,359.06
26	143,359.06
27	149,963.31

(Stipend for Masters has been incorporated into the salary schedule)

PhD/Certificate of Clinical Competence

Annual Stipend for each (3.3% of A-1, Column 1, Step 1)	$	2,486.51
Hourly Rate	$	50.00

Unit members shall be eligible for the following annual longevity stipend per Appendix A-1

Employees who have completed five (5) years of District service: (1% of Step 1, Col 1 of A-1):	$	753.49
Employees who have completed ten (10) years of District service: (2% of Step 1, Col 1 of A-1):	$	1,506.97
Employees who have completed fifteen (15) years of District service: (3% of Step 1, Col 1 of A-1):	$	2,260.46

SECONDARY DEPARTMENT CHAIRS

Duties

- Facilitate and chair department meetings.
- Support and/or lead site PLC collaboration meetings.
- Manage the department budget, oversee supply requests, and distribute instructional materials, if applicable.
- Serve as a contributing member of the Site Leadership Team.
- Support teacher growth and development.
- Provide input into the master schedule, as needed.
- Coordinate collection and analysis of student work and achievement data to inform instruction, intervention, and enrichment for the department.

Eligibility Requirements

- Have obtained permanent status within AUSD (exceptions may be made in unique circumstances with mutual agreement from AEA leadership).
- Have received an overall rating of Satisfactory/Effective/Applying or higher on their most recent evaluation.

Appointment

- Each department may nominate up to two candidates for the position. The site administrator interviews nominees and may accept or reject them. If no nominees are accepted, the site administrator shall seek additional nominees for consideration. In the event that the department does not nominate a candidate that is accepted by the site administrator, the Association Leadership and District Management will work together to render a solution.
- Department Chairs will serve a two-year term.
- Department Chairs may reapply for subsequent terms.

Number of Positions

Each middle and comprehensive high school will have a Department Chair for the following departments:

- Career Technical Education
- Electives - for all other contents not listed
- English
- History/Social Studies
- Mathematics
- Physical Education
- Science
- Special Education
- Visual and Performing Arts
- World Language

A department is defined as having two or more members teaching within that subject content area. Where a content area only has one member, the site administrator shall assign that content area to another department.

Site Leadership Teams have flexibility regarding the composition of departments at the site with final approval by Site Administrator.

Removal or Replacement

- A Department Chair may be removed at the discretion of the site administrator; prior to removal the site administrator will meet with the Department Chair to provide concerns in writing, and set a specific timeframe within which the Department Chair will demonstrate improvement.
- The term ends if the employee moves to a different school or department, resigns, retires, or is removed from the position. If this occurs before April 1 of the second year, a replacement will be appointed to complete the term; after April 1 of the second year, the position will remain vacant until the next appointment cycle.

Stipend

Each Department Chair will receive a stipend of .0015 of Step 15, Column 5 per section supervised, without an additional release period. Co-taught sections are counted as full sections supervised by both the general education and special education department chairs.

Unit members will be paid at the hourly rate for any additional duties, meetings, or retreats not listed in this appendix.

SPECIAL ASSIGNMENT SALARY SCHEDULE
Effective July 1, 2025

Employees assigned to the following special categories by their principal shall be paid in accordance with the following percentage of the salary listed in Schedule "A-1." Step 1, Column 1.

2.1 Job Classification	Percentage
High School	
Teacher Leadership Positions	
Athletic Director	14%
Students Activities Director	14%

Teacher leadership positions noted above at the comprehensive high schools shall be assigned a period.

Curriculum Leadership Positions	
Music Director	12%
Drama Director	12%
Dance Program Director	7%
Assistant Drama Director	7%
Forensics Coach	7%
Journalism Advisor	7%
Yearbook Advisor	7%
Flags Team Advisor	7%

Coaches	
Varsity Football Coach	12%
Varsity Head Coach	9%
Assistant Coach	7%
Cheerleader (Year)	9%

Middle School	
Teacher Leadership Positions	
Student Activities Director	6%
Middle School Athletic Director	6%

Curriculum Leadership Positions

Music Director	7%
Choir Director	4%
Drama Director	4%
Yearbook Advisor	4%

Coaches

All Sports	3%

Bargaining unit members shall be given first priority for all coaching positions.

2.2 Master Teachers' Programs

If the District receives funds for any Master Teacher Programs, these funds shall be made available to the Master Teacher for classroom equipment/supplies.

2.3 New Special Assignment

If a new special assignment is established, the Board will negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

2.4 Change in Assignment Duties

If there is any substantial change in the duties of any existing job classification, the Board will negotiate with the Association regarding possible modification in the salary for such position and any modification in the salary for such position agreed to will become effective to the first day that the change in duties become effective.

ALAMEDA UNIFIED SCHOOL DISTRICT

GRIEVANCE FORM

Grievant's Name _____ School _____ Home Phone _____

Immediate Supervisor _____

1. Contract Provision Violated (Number of Section):

2. Statement of Grievance (Please indicate names, location, time, etc.):

3. Remedy Sought: _____

4. Date of Prior Discussion With Supervisor: _____

Association Representative(s):

_____

By my signature, I verify that I attempted to (if applicable) solve this Grievance by discussing it with my Immediate Supervisor.

Date: _____

_____
Grievant's Signature

Date Received by Immediate Supervisor:_____

(Please use other side, if necessary)

Send a completed copy to the Association and District Office

California Standards for the Teaching Profession (CSTPs) 2024

CSTP 1 Engaging and Supporting All Students in Learning	Element 1A: Focus on Students Element 1B: Knowledge of Students Element 1C: Student Background and Family Engagement Element 1D: Diversity and Equity
CSTP 2 Creating and Maintaining Effective Environments for Student Learning	Element 2A: Learning Environment Element 2B: Student Behavior Element 2C: Organizational and Resources Management Element 2D: Inclusive Environment
CSTP 3 Understanding and Organizing Subject Matter for Student Learning	Element 3A: Knowledge of Subject Matter and Pedagogy Element 3B: Connecting Subject Matter to Real-World Contexts Element 3C: Curriculum and Resources for Specific Students and Student Group Element 3D: Content and Skills across Subjects Element 3E: Curriculum Materials and Resources
CSTP 4 Planning Instruction and Designing Learning Experiences for All Students	Element 4A: Planning Instruction for Student Learning Element 4B: Designing and Developing Instruction for Student Learning Element 4C: Facilitating Instruction for Student Learning Element 4D: Adapting Instruction for Student Learning
CSTP 5 Assessing Students for Learning	Element 5A: Understanding and Using Assessment Element 5B: Interpreting and Using Assessment Data to Inform Student Learning Element 5C: Communication of Assessment and Data Element 5D: Assessment for Continuous Improvement
CSTP 6 Developing as a Professional Educator	Element 6A: Reflection on Practice Element 6B: Focused Professional Learning Element 6C: Collaboration with Colleagues Element 6D: Collaboration with Families, Guardians, and the Community Element 6E: Ethical Conduct and Professional Responsibilities Element 6F: Activating Access and Equity Element 6G: Personal Growth and Well-Being

Alameda Unified School District and the Alameda Education Association
Differentiated Professional Growth System (DPGS) Guide

OVERVIEW

The Differentiated Professional Growth System (DPGS) is a collaborative cycle of inquiry into improving educator/unit member practice through self-assessment, goal setting, data-collection, feedback, and reflection. It uses multiple sources of evidence about teaching and learning, including formal and informal observations, artifacts of teaching practice aligned with California Standards for the Teaching Profession (CSTPs), evidence of student growth, and ongoing collaborative conversations to create a comprehensive understanding of each educator's/unit member's practice.

The intent of the process is to provide a meaningful, professional relationship between educator/unit member and evaluator upon collaborative learning-focused conversations. These conversations and evaluations must be grounded in a clear, mutual understanding of the CSTPs since these standards define out practice and provide a framework for teaching. The goal of the DPGS is to provide the support needed for each educator/unit member to achieve their professional growth goals and to enhance their students' learning through professional development and feedback from formal and informal observations.

A guiding principle of the DPGS is to support educators/unit members at each stage of their career in achieving professional and personal growth. Educators/unit members will set goals based on the CSTPs and identify impact on student growth. Educators/unit members will identify:

1) One teaching professional practice goal aligned with District or Site Initiative (Goal 1)
2) One self-selected professional practice goal (Goal 2)
3) Impact on student growth based on/aligned with Goal 1 and Goal 2

Evaluation of teaching practice and professional growth will be based on evidence that may include, but is not limited to:

- Lesson and unit plans
- Learning outcomes for lessons and units communicated to students
- Observation data
- Analysis of student work, quizzes, tests, benchmarks, or other assessments to inform instruction
- Educators collected evidence related to CSTP goals
- Communications with peers and parents

Evaluation of impact on student growth will be based on evidence that may include, but is not limited to:

- Student work samples, quizzes, exit tickets, test, benchmarks, or other assessments
- Observation data, teacher tallies, etc.
- Student reflections on their learning
- Rubrics
- Professional learning community data

OVERVIEW OF FORMS

<table>
<tr><th>FORM</th><th>WHAT</th><th>WHO</th><th colspan="2">DUE DATE</th></tr>
<tr><td>Form A: Levels of Teacher Development Across the CSTP (Self-Reflection Tool)</td><td>Professional Standard Rubrics</td><td>Educator/Unit Member: Complete Form A and bring to Goal Setting Conference

Evaluator: Review Form A at Goal Setting Conference</td><td colspan="2">By 3rd Friday of October</td></tr>
<tr><td>Form B: Professional Growth Goals</td><td>Collaborative Goal Setting Document</td><td>Educator/Unit Member: Draft Goal 1 and Goal 2 prior to Goal Setting Conference

Educator/Unit Member and Evaluator: Identify evidence, strategies, professional development need, and finalize goals</td><td colspan="2">By 3rd Friday of October</td></tr>
<tr><td rowspan="4">Form C: Formative and Summative Evaluations</td><td rowspan="4">Document to record formal observations, evidence, feedback, next steps, and ratings.</td><td rowspan="4">Educator/Unit Member and Evaluator: Correspond at least two (2) days prior to each formal observation

Evaluator: Formal observations at least thirty-five (35) minutes.

Completes form and debrief within seven (7) days of observation</td><td colspan="2">Formative</td></tr>
<tr><td><u>PROBs</u>
1st formal observation by Dec 1</td><td><u>PERMs</u>
2nd formal observation by April 1</td></tr>
<tr><td colspan="2">Summative</td></tr>
<tr><td><u>PROBs</u>
By March 1</td><td><u>PERMs</u>
By May 1</td></tr>
<tr><td>Form D: Peer Assistance and Review (PAR) Referral Goals</td><td>Document to identify goals for PAR program referrals</td><td>Evaluator: Completes and review at Summative Evaluation Conference</td><td colspan="2">By May 1</td></tr>
</table>

ALL UNIT MEMBERS

✓ <u>Goal Setting Conference by the 3rd Friday of October</u>

Educator/Unit Member:

- Highlight/circle/mark where on the continuum you believe you are on *Form A- Levels of Teacher Development Across the CSTP* based on past and current teaching practices
- Draft Goals 1 and 2 on *Form B- Professional Growth Goals*

- Bring Form A and Form B to Goal Setting Conference

Evaluator:

- Review Form A with unit member at Goal Setting Conference
- Identify evidence, strategies, professional development need, and finalize goals

PROBATIONARY UNIT MEMBERS

✓ First (1st) formal observation completed by December 1

Educator/Unit Member and Evaluator:

- Correspond at least two (2) days prior to each formal observation
- Debrief formal observation within seven (7) days of formal observation

Evaluator:

- Observe at least thirty-five (35) minutes
- Complete *Form C- Formative and Summative Evaluations*

✓ Summative Evaluation Conference by March 1

Educator/Unit Member and Evaluator:

- Discuss and review evidence of progress and student learning growth during the conference

Evaluator:

- Provides Form C to Educator at least twenty-four (24) hours prior to meeting
- After the conference, has seven (7) workdays to finalize Form C and provide to Educator

PERMANENT UNIT MEMBERS

* By mutual agreement between permanent educator/unit member and their evaluator, the evaluation shall be two (2) formal observations or one (1) formal observation with multiple informal observations

✓ Second (2nd) formal observation completed by April 1

Educator/Unit Member and Evaluator:

- Correspond at least two (2) days prior to each formal observation
- Debrief formal observation within seven (7) days of formal observation

Evaluator:

- Observe at least thirty-five (35) minutes
- Complete *Form C- Formative and Summative Evaluations*

✓ Summative Evaluation Conference by May 1

Educator/Unit Member and Evaluator:

- Discuss and review evidence of progress and student learning growth during the conference

Evaluator:

- Provides Form C to Educator/Unit Member at least twenty-four (24) hours prior to meeting
- After the conference, has seven (7) workdays to finalize Form C and provide to Educator

- If referring to PAR (Peer Assistance and Review Program) complete *Form D- Peer Assistance and Review Referral Goals*

DEVELOPMENTAL LEVELS

EMERGING (Level 1)	EXPLORING (Level 2)	APPLYING (Level 3)	INTEGRATING (Level 4)	INNOVATING (Level 5)
Expands awareness of curriculum and instructional practices to support understanding and engage students in learning. Recognizes the importance of building a positive learning environment that is focused on achievement. Demonstrates knowledge of teaching as discrete skills as described in the California Standards for the Teaching Professional (CSTP). Plans lessons using available curriculum and resources. Develops understanding of required assessments and uses of data to inform student progress. Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement. Guides the development of a respectful learning environment focused on achievement. Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the CSTP. Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments. Explores the use of different types of assessments to expand understanding of student learning needs and support planning. Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success.	Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement. Maintains a respectful and supportive learning environment in which all students can achieve. Utilizes knowledge of CSTP to make connections between elements of effective instruction, learning goals, assessments, and content standards. Plans differentiated instruction using a variety of adjustments and adaptations in lessons. Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement. Provides a respectful and rigorous learning environment that supports and challenges all students to achieve. Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the CSTP. Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments. Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students. Analyzes and integrates information from a wide range of sources to expand skills of collaboration and refection as a habit of practice and to impact teacher effectiveness and student learning.	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement. Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement. Applies in depth knowledge of the CSTP to interconnect effective instruction, learning goals, and assessment within and across content areas. Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments. Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning. Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students

* **Development Levels taken from the Continuum of Teaching Practice (CTP). To review the entire CTP, please visit:** https://www.ctc.ca.gov/docs/default-source/educator-prep/ca-ti/final-continuum-of-teaching-practice.pdf

LEVELS OF TEACHER DEVELOPMENT ACROSS THE CSTP FORM A

Unit Member_____ **School Year** _____

Reflecting on your past and current teaching practices, please indicate where your practices are aligned within this rubric.

CSTP	EMERGING Level 1	EXPLORING Level 2	APPLYING Level 3	INTEGRATING Level 4	INNOVATING Level 5
Engaging and Supporting All Students in Learning	Expands awareness of curriculum and instructional practices to support understanding and engage students in learning	Explores use of additional instructional practices to teach the curriculum and support student understanding and engagement.	Implements the curriculum using a variety of instructional practices and supplemental resources selected to improve student understanding and engagement.	Integrates extensive knowledge of curriculum, instructional practices, and supplemental resources to enhance and deepen student understanding and engagement.	Designs and implements comprehensive curriculum with multiple and varied instructional strategies and resources to support in depth studies of content and promote high levels of student understanding and engagement.
Creating and Maintaining Effective Environments for Student Learning	Recognizes the importance of building a positive learning environment that is focused on achievement.	Guides the development of a respectful learning environment focused on achievement.	Maintains a respectful and supportive learning environment in which all students can achieve.	Provides a respectful and rigorous learning environment that supports and challenges all students to achieve.	Facilitates a learning environment that is respectful, rigorous, and responsive in advancing student achievement.
Understanding and Organizing Subject Matter for Student Learning	Demonstrates knowledge of teaching as discrete skills as described in the California Standards for the Teaching Professional (CSTP).	Expands knowledge of related elements of effective instruction, learning goals, assessments, and content as informed by the CSTP	Utilizes knowledge of CSTP to makes connections between elements of effective instruction, learning goals, assessments, and content standards.	Articulates knowledge of the inter-relationships between elements of effective instruction, learning goals, assessments, and content across the CSTP.	Applies in depth knowledge of the CSTP to interconnect effective instruction, learning goals, and assessment within and across content areas.
Planning Instruction and Designing Learning Experiences for All Students	Plans lessons using available curriculum and resources.	Plans lessons using expanded understanding of curriculum, related materials and resources, and assessments.	Plans differentiated instruction using a variety of adjustments and adaptations in lessons.	Plans lessons using a broad range of strategies to differentiate instruction as informed by multiple assessments.	Plans instruction flexibly utilizing a repertoire of instructional practices to differentiate instruction as informed by ongoing assessments
Assessing Students for Learning	Develops understanding of required assessments and uses of data to inform student progress.	Explores the use of different types of assessments to expand understanding of student learning needs and support planning.	Utilizes a variety of assessments that provide targeted data on student learning to guide planning. Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Develops, adapts, and integrates assessments into instruction that provide ongoing data to guide planning differentiated instruction matched to assessed needs of students.	Utilizes a wide range of assessments strategically, systematically, and flexibly throughout instruction to identify student learning needs and guide ongoing adjustments in instruction that maximize student learning.
Developing as a Professional Educator	Works collaboratively with assigned colleagues to reflect on and improve teaching practice and student success.	Seeks collaboration with colleagues, resource personnel, and families to reflect on ways to improve teaching practice and student success	Collaborates and reflects regularly with colleagues to improve teaching practice and student success.	Analyzes and integrates information from a wide range of sources to expand skills of collaboration and refection as a habit of practice and to impact teacher effectiveness and student learning.	Engages in and facilitates collaborative learning communities focused on providing quality instruction and optimal learning for the full range of students.

Unit Member_____ **School Year** _____

Unit member should complete draft goals section prior to goal setting meeting. Final goals and types of evidence collected will be discussed at goal setting conference.

Goal 1: Professional practice goal aligned with District or Site Initiative "In order to support our site/District work towards___, I will…"	Unit Member completes prior to meeting	**Draft Goal 1**: **CSTP/Standard**: _____ **Element**: _____
What type of evidence will show your professional practice and growth?	Unit Member and Evaluator	
What research-based strategies or resources will support your learning?	Unit Member and Evaluator	
Professional development needs/connections	Unit Member and Evaluator	
Finalized Goal #1	Unit Member and Evaluator	**Finalized Goal 1**: **CSTP/Standard**: _____ **Element**: _____

Goal 2: Professional practice goal (self-selected) "In order to support my professional goal of ___, I will…"	Unit Member completes prior to meeting	**Draft Goal 2**: **CSTP/Standard**: _____ **Element**: _____
What type of evidence will show your professional practice and growth?	Unit Member and Evaluator	
What research-based strategies or resources will support your learning?	Unit Member and Evaluator	

Professional development needs/connections	Unit Member and Evaluator	
Finalized Goal #2	Unit Member and Evaluator	**Finalized Goal 2**: **CSTP/Standard**: _____ **Element**: _____

Impact on Student Growth		**Goal 1**	**Goal 2**
As a result of focusing on this goal, "My students will…"	Unit Member completes prior to meeting		
What instructional and learning needs have you identified for your students?	Unit Member completes prior to meeting		
What type of evidence do you plan to collect to show student growth over time?	Unit Member completes prior to meeting		
What instructional strategies will you use to promote student learning?	Unit Member completes prior to meeting		

Unit Member_____ **Status** _____ **School Year** _____

FORMAL OBSERVATION #1 **Date:** _____ **Time:** _____

Observation Notes		
Goals	**#1**	**#2**
Area(s) of Strength		
Area(s) of Development		
Next Step(s)/ Recommendation(s)/ Suggestion(s)		
Impact on Student Growth **Unit Member bring evidence to debrief meeting**	**Comments/Evidence**	
Evaluator Rating (circle) **DPGS Developmental Levels**	**Emerging** **Exploring** **Applying** **Integrating** **Innovating**	
Formal Observation #1 Summary (Evaluator)		
Unit Member provides Evidence of Student Learning (optional)		
Unit Member Rating (optional)	**Emerging** **Exploring** **Applying** **Integrating** **Innovating**	
Unit Member Reflection/Response (optional)		

☐ **FORMAL OBSERVATION #2** ☐ **MID-YEAR CHECK IN**

Date: _____ **Time:** _____

Observation/Check-In Notes		
Goals	**#1:**	**#2:**
Area(s) of Strength		
Area(s) of Development		
Next Step(s)/ Recommendation(s)/ Suggestion(s)		
Impact on Student Growth **Unit Member bring evidence to debrief meeting**	**Comments/Evidence**	
Evaluator Rating (circle) **DPGS Developmental Levels**	**Emerging Exploring Applying Integrating Innovating**	
Formal Observation #2 Summary (Evaluator)		
Unit Member Rating (optional)	**Emerging Exploring Applying Integrating Innovating**	
Unit Member Reflection/Response (optional)		

SUMMATIVE EVALUATION

Date: _____

Goal 1	
Rating (circle)	**Emerging Exploring Applying Integrating Innovating**
Comments/Evidence	
Goal 2	

Rating (circle)	Emerging	Exploring	Applying	Integrating	Innovating
Comments/Evidence					

Unit Member Ratings for all CSTPs DPGS Development Levels

CSTP 1: **Engaging and Supporting All Students in Learning**	Emerging	Exploring	Applying	Integrating	Innovating
Comments/Evidence					
CSTP 2: **Creating and Maintaining Effective Environments for Student Learning**	Emerging	Exploring	Applying	Integrating	Innovating
Comments/Evidence					
CSTP 3: **Understanding and Organizing Subject Matter for Student Learning**	Emerging	Exploring	Applying	Integrating	Innovating
Comments/Evidence					
CSTP 4: **Planning Instruction and Designing Learning Experiences for All Students**	Emerging	Exploring	Applying	Integrating	Innovating
Comments/Evidence					
CSTP 5: **Assessing Students for Learning**	Emerging	Exploring	Applying	Integrating	Innovating
Comments/Evidence					
CSTP 6: **Developing as a Professional Educator**	Emerging	Exploring	Applying	Integrating	Innovating
Comments/Evidence					

OVERALL SUMMATIVE RATING:

EMERGING	EXPLORING	APPLYING	INTEGRATING	INNOVATING
Overall summary and goals for future:				

Unit Member Response to Overall Summary (optional)

If the overall rating is EMERGING or EXPLORING for a Unit Member with five (5) or more years of experience in Alameda Unified, then refer to Peer Assistance and Review Program (PAR)

☐ **REFER TO PAR PROGRAM.** ***Evaluator completes Form D prior to summative meeting***

Evaluator's Signature: _____ Title: _____ Date: _____

UNIT MEMBER STATEMENT: I acknowledge that I have seen this evaluation and have been provided with suggestions for improvement in performance when needed and/or continued professional growth as documented. I understand that my signature does not necessarily mean that I agree with this evaluation and that I may submit a statement to accompany this form within thirty (30) working days to the Evaluator and Human Resources.

Unit Member's Signature: _____ Date: _____

***Unit member's signature does not imply agreement, simply receipt of document**

EXTENDED EVALUATION CYCLE OPTION

To qualify for an Extended Evaluation Cycle, the Unit Member must meet all the following criteria:

- The Unit Member has achieved permanent status; and
- The Unit Member has been employed by the District for eight (8) years; and
- The Unit Member's immediate overall evaluation is rated as "applying" or higher; and
- The Unit Member has been determined to be highly qualified as defined by the California Commission on Teacher Credentialing and required by their teaching assignment.

☐ **MUTUAL AGREEMENT TO EXTEND EVALUATION CYCLE.**

By signing this document, the Unit Member and Evaluator mutually agree to move the Unit Member to an extended evaluation cycle and the Unit Member will be evaluated in four (4) years.

The Unit Member's next scheduled evaluation will be _____ school year.

Evaluator's Signature _____ Title _____ Date_____

Unit Member's Signature _____ Date_____

PEER ASSISTANCE AND REVIEW (PAR) REFERRAL GOALS FORM D

Unit Member_____ **School Year** _____

Evaluator please complete the sections below to identify the goals the Unit Member needs to achieve for the upcoming school year. If there are multiple areas that need improvement, please complete a separate Form D for each goal not meeting standard.

Improvement Needed In	**CSTP: _____** **Element(s): _____**
Data/Evidenced by	

PAR Goal # _____ of _____

Evaluator's Signature: _____ Title: _____ Date: _____

I acknowledge that I have seen this PAR referral form and understand I will be referred to the PAR program.

Unit Member's Signature: _____ Date: _____

***Unit Member's signature does not imply agreement, simply receipt of document**

Alameda Unified School District
Counselor Evaluation Planning Form and Observation Form

School: _____ **Evaluator:** _____

Position: _____ **Grade:** _____

Observation: At least two prescheduled observations will occur unless the evaluator and the counselor mutually agree not to preschedule. Suggested procedures for formal observation(s) and/or for conferences are:

_____

_____

_____

Support: I believe I will need the following assistance in achieving my goals this year:

_____

_____

_____

Check at least four areas, which will be the focus this year, but all areas will be addressed in the evaluation.

☐ **Area One: Implement District comprehensive school guidance and counseling program.**

1.1 Coordinate school and program orientations and participate in articulation activities.

1.2 Assist in the establishment of good community-school public relations.

Comments: _____

_____

_____

☐ **Area Two: Foster academic and vocational development by establishing educational and career plans.**

2.1 Counsel student regarding future occupational and/or educational opportunities appropriate to the student's level of ability and interest.

2.2 Assist high school students with college applications and scholarship processes and advise students in developing school-to-career plans.

2.3 Consult with parents regarding educational, social and career development pertaining to their child.

Comments: _____

_____

_____

Alameda Unified School District
Counselor Evaluation Planning Form and Observation Form

Employee: _____ **Evaluation Year:** _____

☐ **Area Three: Encourage student's personal and social development and growth.**

3.1 Assist in identifying special needs of students and collaborate with other specialized personnel on behalf of the student.

3.2 Serve in liaison capacity between teachers, parents, and students.

Comments: _____

_____

_____

☐ **Area Four: Effective use of individual and small group counseling, consultation and referral.**

4.1 Counsel with students to help them better understand themselves and others. Assist them in overcoming personal, social and academic obstacles.

4.2 Provide crisis intervention information and referral to appropriate agencies.

4.3 Communicates with both school and community resources in support of student's educational needs.

Comments: _____

_____

_____

☐ **Area Five: Monitor students on a regular basis as they progress in school**

5.1 Monitors student's progress toward graduation/promotion and help high school students prepare four-year educational plans consistent with their goals.

5.2 Utilize assessment data, school records and student interviews to better support student's academic success.

5.3 Assist with large group testing programs. Evaluate and interpret results of test.

5.4 Attend meetings and assist in preparing correspondence and reports in keeping with his/her professional responsibilities, such as SST's and PARI.

Comments: _____

_____

_____

☐ **Area Six: Provide support in developing the student master program.**

Consult with committees and administrative staff in evaluating course selections for curriculum development. Schedule students in appropriate courses.

Comments: _____

_____

_____

Additional Comments: _____

_____

_____

Alameda Unified School District
Counselor Evaluation Planning Form

Employee: _____ Evaluation Year: _____

Evaluator's comments on areas/support and observations:

I concur with the areas identified. ☐ Yes ☐ No
I would like to propose the following additions/modifications:

Comments on observations:

Evaluator's Signature: _____ Date: _____

Employee's Response to Evaluator's statements:

☐ I agree with the evaluator's changes and additions.

☐ I disagree with the evaluator's changes and additions and request a conference.

Employee's Signature: _____ Date: _____

Employee's response to Evaluator's statements:

☐ I now agree with the areas and observation understandings we have mutually established in the above requested conference.

Employee's Signature: _____ Date: _____

Alameda Unified School District
Counselor Observation

Employee: _____ Evaluator: _____
Position: _____ Date: _____

Time of Observation: _____

Areas of Observation and Comments:

Alameda Unified School District
Alameda, California 94501-4465

EVALUATION REPORT

Name _____ **School/Dept.** _____ **School Year** _____

Subject/Grade Level _____ **Employment Status** _____

***EVALUATION CRITERIA:**	**Satisfactory**	**Needs Improvement**	**Unsatisfactory**
a) Implement District comprehensive guidance and counseling program	☐	☐	☐
b) Foster academic and vocational development by establishing educational and career plans	☐	☐	☐
c) Encourage student's personal and social development and growth	☐	☐	☐
d) Effective use of individual and small group counseling, consultation and referral	☐	☐	☐
e) Monitor students on a regular basis as they progress in school	☐	☐	☐
f) Provide support in developing the student master program	☐	☐	☐
Overall Evaluation	☐		☐ ***Refer to PAR Program**

COMMENTS BY EVALUATOR: If additional comments are attached, check here ☐**.**

COMMENDATIONS:

COMMENTS BY EVALUATEE: If additional comments are attached, check here ☐**.**

☐ **Check here and fill out the *Mutual Agreement to Extend the Evaluation Cycle* document to move employee off the 2-year cycle onto a 3- or 4-year cycle.**

_____	_____	_____
Evaluator's Signature	Title	Date

I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement.

_____	_____	_____
Evaluatee's Signature	Title	Date

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ALAMEDA UNIFIED SCHOOL DISTRICT

MUTUAL AGREEMENT TO EXTEND THE EVALUATION CYCLE
(Please Print or Type)

Name of Unit Member _____ Site _____

School Year _____ Subject/Grade Level _____

Evaluator's Name _____

<u>In order to qualify for an Extended Evaluation Cycle, the Unit Member must meet all the following criteria:</u>

- The Unit Member has achieved permanent status; and
- The Unit Member has been employed by the District for eight (8) years; and
- The Unit Member's immediate overall prior evaluation was satisfactory/effective or innovative and deemed as meeting or exceeding the standards; and
- The Unit Member has been determined to be highly qualified as defined by the California Commission on Teacher Credentialing and required by their teaching assignment.

By signing this document, the Unit Member and Evaluator mutually agree to move the Unit Member to an extended evaluation cycle. The Unit Member will be evaluated in four (4) years.

The Unit Member's next scheduled evaluation will be _____ school year.

Evaluator's Signature _____ Title _____ Date_____

Unit Member's Signature _____ Title _____ Date_____

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Appendix E

ALAMEDA UNIFIED SCHOOL DISTRICT

PERSONAL PROPERTY REGISTRATION FORM
(Please Print or Type)

INSTRUCTIONS: This form is to be used for registering items of personal property (other than a motor vehicle) for use in the performance of assigned duties. Only those items with a unit value of $50 or more need be registered. The original of this form is to be retained at the work station office. A copy should be made and given to the employee whose property is registered.

Name of Employee_____ School_____

Property described below is to be used in the performance of assigned duties commencing on

_____20_____.

Personal Property	Educational Purpose	Value
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

The above mentioned items have been recorded with me, the principal, under the terms spelled out under the Contract. The parties realize that care needs to be taken to secure these items in the classroom when the teacher is not in the room.

Principal's Signature **Date:**

Please complete the following when the above listed items are removed from use in the school/office:

Date *removed from use:* _____ 20 ____

_____ _____

(Employee Signature) ***(Principal or Supervisor Signature)***

Secretary of State

Declaration of Domestic Partnership

DP-1

FILE NO: _____

IMPORTANT — Read Instructions before completing this form.

Filing Fee – **$33.00** if both partners are under the age of 62;
$10.00 if either partner is 62 or older

This Space For Office Use Only

1. Declaration Statement (Do not alter the Declaration Statement – **ALL** must be true to file the Form DP-1.)

We, the undersigned, do declare the following:

- We meet the requirements of California Family Code section 297, which are as follows:
  - Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.
  - The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
  - Both persons are at least 18 years of age, except as provided in Section 297.1.
  - Both persons are capable of consenting to the domestic partnership.
- Both persons consent to the jurisdiction of the Superior Courts of California for the purpose of a proceeding to obtain a judgment of dissolution or nullity of the domestic partnership or for legal separation of partners in the domestic partnership, or for any other proceeding related to the partners' rights and obligations, even if one or both partners ceases to be a resident of, or to maintain a domicile in, this state.
- To the best of our knowledge and belief, the representations herein are true and correct, and contain no material omissions of fact.
- Filing an intentionally and materially false Declaration of Domestic Partnership shall be punishable as a misdemeanor. (Section 298(c).)

2. Names of Partners (Please type or print legibly in blue or black ink.)

a. Partner 1 First Name	Middle Name	Last Name
b. Partner 2 First Name	Middle Name	Last Name

3. Optional: Middle or Last Name Change (See Instructions for name change restrictions.)

a. Date of Birth (Required for Name Change)	Partner 1 New Middle Name	Partner 1 New Last Name
b. Date of Birth (Required for Name Change)	Partner 2 New Middle Name	Partner 2 New Last Name

4. Mailing Address

Address	City (no abbreviations)	State	Zip Code

5. Read and Sign Below (This form must be signed by both partners and acknowledged by a notary public.)

_____ _____
Partner 1 Signature Date

_____ _____
Partner 2 Signature Date

Clear Form Print Form

2021 California Secretary of State
bizfile.sos.ca.gov

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Instructions for Completing the Declaration of Domestic Partnership (Form DP-1)

A domestic partnership shall be established in California when both persons file a Declaration of Domestic Partnership (Form DP-1) with the Secretary of State.

Effective January 1, 2020, all couples regardless of age or sexual orientation that are eligible to be married may register with the California Secretary of State as domestic partners.

Registered domestic partners have the same rights, protections, and benefits, and are subject to the same responsibilities, obligations, and duties under California law as are granted to and imposed upon spouses.

In circumstances when a registered domestic partnership meets all the requirements listed in Section 299(a), the domestic partnership may be terminated by filing a Notice of Termination of Domestic Partnership form with the California Secretary of State.

Fees:

- The fee for filing Form DP-1 is **$33.00** if both partners are under the age of 62.
- The fee for filing Form DP-1 is **$10.00** if either partner is 62 or older.
- A separate, non-refundable **$15.00** special handling fee is required if you submit in person (drop off) your completed document at our Sacramento or Los Angeles office.
- The certification fee is **$5.00** for each certified copy requested. Certified copies are optional.*

One plain copy of the filed Declaration of Domestic Partnership and a Certificate of Registration of Domestic Partnership will be provided to the partners once the Declaration is filed with our office.

*It is common for other entities (e.g., California DMV, Social Security Administration, medical insurance provider, etc.) to request proof of a domestic partnership once filed. California Family Law provides that a certified copy of the Declaration of Domestic Partnership is acceptable as proof the Domestic Partnership is filed with the Secretary of State's office.

Payment Type: Options vary by method of submission. Checks or money orders should be made payable to the Secretary of State.

- By mail, the Sacramento office accepts payment made by check or money order.
- In person, the Sacramento office accepts payment made by check, money order, cash, or credit card (Visa or Mastercard).
- In person, the Los Angeles office accepts payment made by check, money order, or credit card (Visa or Mastercard). The Los Angeles office does not accept cash.

If you are not completing this form online, please **type** or **legibly print** in black or blue ink. **Complete the Declaration of Domestic Partnership (Form DP-1) as follows:**

Item	Instruction	Tips
1.	These statements are required by statute and must not be altered.	
2a & b.	Enter the current names of Partner 1 and Partner 2.	• If there is a suffix, e.g. Jr., III, etc., include this as part of the last name.
3a & b.	**Optional:** Either partner has the option of changing their middle or last names upon registration of a Domestic Partnership. If choosing to do so, enter	• Can adopt the following middle or last names: – Current last name of the other domestic partner.

	the new middle and/or last name and date of birth.	– Last name of either domestic partner given at birth. – A name combining into a single last name all or a segment of the current last name or the last name of either domestic partner given at birth. – A hyphenated combination of last names. • Additional proof must be provided if the new middle and/or last name uses names other than the middle or last names provided by the partners in section 2 of form DP-1, such as a name given at birth that is not the current legal name. A photocopy of a birth certificate is a sufficient and acceptable form of proof.
4.	Enter a mailing address for the partnership.	• A complete mailing address is required (address, city, state, zip code). • Do not abbreviate city names.
5.	Sign and date.	• Must be a wet signature. • The signatures of both partners must be notarized either on a single certificate of acknowledgment, or two separate certificates of acknowledgment. • The Declaration of Domestic Partnership must be signed using the name of the individual prior to the name change, if any, listed on this form.

Where to File: For easier completion, this form is available at the Secretary of State's office or on the Secretary of State's website at https://www.sos.ca.gov/registries/domestic-partners-registry/.

The completed form can be mailed to Secretary of State, Domestic Partners Registry, P.O. Box 942870, Sacramento, CA 94277-2870, or delivered in person to the Sacramento office, or delivered in person to the Los Angeles office. Please refer to the Secretary of State's website at www.sos.ca.gov/registries/domestic-partners-registry/contact/ for office locations and phone numbers.

Legal Authority: Statutory filing provisions are found in Family Code Sections 297 and 298. All statutory references are to the California Family Code, unless otherwise stated.

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TERMINATING

A

CALIFORNIA REGISTERED

DOMESTIC PARTNERSHIP

Produced by the
California Secretary of State's Business Programs Division
Notary Public & Special Filings Section

2021

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What is this Brochure

This brochure describes the requirements for terminating a California registered domestic partnership in the State of California and explains the nature and effect of termination. In certain limited circumstances, if all the legal requirements are met, partners may terminate a registered domestic partnership by preparing and filing a Notice of Termination of Domestic Partnership form with the California Secretary of State. In all other circumstances, at least one of the partners must file a petition with, and obtain a judgment from, a California Superior Court in the same way that marriages are terminated.

To terminate a domestic partnership using the procedure through the California Secretary of State, you must sign a form stating that you have read and understood this brochure. Therefore, it is important to read this entire brochure carefully. This brochure cannot answer every question that may arise in a particular set of circumstances, and this brochure is not intended to provide legal advice. For additional questions about terminating a registered domestic partnership and the effect of termination after you review this brochure, a private attorney should be consulted.

If filing a Notice of Termination of Domestic Partnership, this brochure should be saved for at least six months from the date the termination form is filed with the California Secretary of State. Either partner can revoke the termination within six months of filing the termination form with the California Secretary of State.

Some Important Terms to Know

In order to understand the nature and effect of terminating a registered domestic partnership, the following explains some key terms that are used throughout this brochure. Additionally, both partners should understand that as a couple in a registered domestic partnership, there are certain things that the partners **own together** and there may be certain debts that the partners **owe together**.

Community Obligations

Community obligations are the debts that the partners incurred after registering the domestic partnership and before the separation date. In most cases, this includes anything still owed on any debts either partner took on after the date registering as domestic partners but before the date of separation. A debt is usually still a community obligation even when only one partner's name is on the loan.

Community Property

Community property is everything that the partners have acquired together after registering their domestic partnership. In most cases, that includes anything that either partner earned and anything that either partner bought with those earnings after the date the domestic partnership was registered but before the date of separation. This may not be the case if a written property settlement agreement was made between the partners regarding rights to partnership property. In that situation an attorney should be consulted regarding the partners' respective rights to community property.

Date of Separation

The date of separation is the date one of the partners tells the other partner that they want to terminate the domestic partnership and there is no chance of continuing the partnership. In most cases, it is the date the partners stop living together as a couple, but if there are questions about the separation date, an attorney should be consulted.

Fair Market Value

Except for bank accounts and cash, which are valued at their actual dollar amount, the value of community property is determined by adding together the fair market value of possessions that are community property. Fair market value is an estimate of the amount of money that could be obtained if those items were sold to a stranger at a flea market, garage sale, on the Internet or in the newspaper. It **does not mean** what was paid for those items originally or how much it would cost to replace those items now. One way of estimating the fair market value is to see what similar items are advertised for in the newspaper want ads or online auction companies. The same method is used to determine the value of separate property.

Notice of Termination of Domestic Partnership

The Notice of Termination of Domestic Partnership is a form obtained from the California Secretary of State, which may be filed with the California Secretary of State in certain limited circumstances to terminate a domestic partnership. It only can be used when the domestic partnership meets all the legal requirements. See Petition for Dissolution of Domestic Partnership below, if you don't meet all the legal requirements to file the Notice of Termination of Domestic Partnership.

Notice of Revocation of the Termination of Domestic Partnership

The Notice of Revocation of the Termination of Domestic Partnership is a form obtained from the California Secretary of State to stop a Notice of Termination of Domestic Partnership from terminating the domestic partnership, and can be filed with the California Secretary of State by either partner within six months of filing the Notice of Termination of Domestic Partnership.

Petition for Dissolution of Domestic Partnership

A Petition for Dissolution of Domestic Partnership is the formal request by one partner to a California Superior Court to dissolve the domestic partnership. It is similar to a Petition for Dissolution of Marriage (a divorce), but only dissolves a domestic partnership. See below if the partners also are married to one another and want to dissolve the marriage and the domestic partnership in one proceeding.

Petition for Dissolution of Domestic Partnership and Marriage

A Petition for Dissolution of Domestic Partnership and Marriage is the formal request by one partner/spouse to a California Superior Court for the court to dissolve both the domestic partnership and the marriage during the same proceeding.

Petition for Judgment of Nullity of Domestic Partnership

A Petition for Judgment of Nullity of Domestic Partnership is the formal request by one partner to a California Superior Court to make a determination that the domestic partnership is legally invalid (void), similar to a Petition for Judgment of Nullity of Marriage (an annulment).

Petition for Legal Separation of Domestic Partners

A Petition for Legal Separation of Domestic Partners is the formal request by one partner to a California Superior Court to divide the community property and debts between the partners and to make other orders regarding custody of children and financial support ***without terminating the domestic partnership***, similar to a petition for legal separation in a marriage.

Property Settlement Agreement

A property settlement agreement is an agreement in writing, signed by both partners, explaining how community property will be divided upon termination of the domestic partnership and how much each partner will pay on the community obligations.

Separate Property

Separate property generally is everything that partners owned prior to registering their domestic partnership and any interest or other income received from that separate property after registering the domestic partnership and before the separation date. In most cases, anything earned or received after the date of separation and anything received by gift or inheritance at any time is also separate property.

Termination of a Domestic Partnership

The termination of a registered domestic partnership ends the registered domestic partnership and returns the partners to the status of un-partnered persons. The partners no longer will have the rights, protections and benefits or obligations and responsibilities under the law as registered domestic partners. The process of termination usually will divide all the community property and community obligations of the partners. Once effective, the termination may not be undone except in limited circumstances by order of a California Superior Court. Termination of a domestic partnership does not dissolve a marriage.

Terminating a Domestic Partnership by a Notice of Termination of Domestic Partnership

In certain limited circumstances, a registered domestic partnership may be terminated by filing a Notice of Termination of Domestic Partnership with the California Secretary of State. This is easier and more economical than terminating a domestic partnership with the Superior Court, but not every domestic partnership is eligible to file a Notice of Termination of Domestic Partnership with the California Secretary of State. A domestic partnership may be terminated through the California Secretary of State only if ALL of the legal requirements listed below are true at the time the Notice of Termination of Domestic Partnership is submitted to the California Secretary of State for filing. Even if only one of the statements is not true, the domestic partnership cannot be terminated with the California Secretary of State and a petition with a California Superior Court to dissolve the domestic partnership must be filed.

Requirements for Filing a Notice of Termination with the California Secretary of State

___ 1. We have both read this brochure and understand it.

___ 2. We both want to terminate the domestic partnership.

___ 3. We have not been registered as domestic partners more than 5 years.

___ 4. No children were born to us before or during the domestic partnership.

___ 5. We did not adopt any children during the domestic partnership.

___ 6. Neither of us is now pregnant.

___ 7. Neither of us owns any part of land or buildings.

___ 8. Neither of us is renting any land or buildings (except where one or both of us lives, and that lease does not include a purchase option and will end within one year of filing the Notice of Termination of Domestic Partnership form).

___ 9. Not counting automobile loans, our community obligations are not more than $6,000.

___ 10. Not counting loans and automobiles, our community property is worth less than $47,000.

___ 11. Not counting loans and automobiles, neither one of us has separate property totaling more than $47,000.

___ 12. We have prepared and signed a property settlement agreement prior to submitting the Notice of Termination of Domestic Partnership form that states how community property possessions and community obligations will be divided (OR that states that no community property or community debt have been accumulated).

___ 13. We agree that we do not want money or support from the other partner except what is included in the property settlement agreement dividing the community property and community obligations.

If statements 1 through 13 above are all true, your domestic partnership may be terminated by filing a Notice of Termination of Domestic Partnership with the California Secretary of State. The Notice of Termination of Domestic Partnership may be obtained from either the California Secretary of State office or from our website at www.sos.ca.gov/registries/domestic-partners-registry.

The Notice of Termination of Domestic Partnership must be signed by both partners and filed with the California Secretary of State. Before completing the form, please review the requirements and this brochure very carefully.

It is possible for a court to set aside and cancel a termination filed with California Secretary of State if it can be shown that all the requirements were not met at the time the form was filed. Although not required, it may be in your best interest prior to filing a Notice of Termination of Domestic Partnership with the California Secretary of State to consult an attorney about ending your domestic partnership.

How Long Does it Take to Terminate the Domestic Partnership?

The domestic partnership will terminate automatically **six months after** the date the Notice of Termination of Domestic Partnership is filed with the California Secretary of State, ***as long as neither partner revokes (cancels) the termination before the end of the six-month period***.

What You Should Know About Revoking the Filing of a Notice of Termination

Either partner can revoke (cancel) the filing of a Notice of Termination of Domestic Partnership, for any reason, at any time before the end of the six-month period that starts when the notice is filed with the California Secretary of State. The most common reasons to revoke the termination are because you decided to return to your partner and not terminate the domestic partnership; or because you decided to go to court to dissolve the domestic partnership; or because one of you is now pregnant.

In order to revoke the filing of the notice of termination, a Notice of Revocation of Termination of Domestic Partnership must be filed with the California Secretary of State and a copy must be sent to your

partner by first-class mail. If you decide to revoke the filing of the notice of termination, you must file a revocation before the end of the six-month period or the domestic partnership automatically will terminate.

The Notice of Revocation of Termination of Domestic Partnership may be obtained from either the California Secretary of State office or from our website at www.sos.ca.gov/registries/domestic-partners-registry.

The revocation of the filing of the notice of termination cannot be canceled or undone. If you change your mind and decide to continue with terminating the domestic partnership, you will have to start the process over again (including the six-month period) by filing another Notice of Termination of Domestic Partnership with the California Secretary of State or file a petition of dissolution with a California Superior Court.

An Important Difference Between Filing a Notice of Termination with the California Secretary of State and a Petition of Dissolution with the Superior Court

When dissolving a domestic partnership with a California Superior Court, you have a right to a court hearing in front of a judge. If either partner is not satisfied with the judge's decision, it is possible to challenge that decision. This can be done, for example by asking for a new hearing based on new evidence, or by appealing the decision to a higher court. *With filing a Notice of Termination of Domestic Partnership, there is no hearing.* Partners who choose to file a Notice of Termination of Domestic Partnership form with the California Secretary of State generally do not have the right to ask for a hearing or the right to appeal the decision to a higher court.

Court Set-Aside of California Secretary of State Termination

There are some cases in which a domestic partnership that has been terminated through the California Secretary of State can be challenged in court and set aside (reversed) after the six-month waiting period is over. **If you believe your termination should be set-aside after the six-month period, you should consult an attorney about this possibility.** The court may have the power to set aside the termination if you can show:

(1) the domestic partnership did not meet all 13 of the requirements listed above at the time the Notice of Termination of Domestic Partnership form was filed; OR

(2) you were deceived in agreeing to the terms of the property settlement agreement. This is possible if you find out that your domestic partner lied about the value of property to get you to agree to the terms of the property settlement agreement (e.g. certain items going to your partner turned out to be much more valuable than you thought when you filed or certain items going to you were much less valuable than you thought when you filed); OR

(3) you signed the Notice of Termination of Domestic Partnership against your will. This is possible if you can show that your domestic partner used threats or other kinds of unfair pressure to get you to go along with the property settlement agreement or the termination; OR

(4) there are serious mistakes in the property settlement agreement. Various kinds of other mistakes may make the termination invalid, but you will have to go to court to prove the mistakes.

An attorney should be consulted for more information about a court proceeding setting aside a termination. Correcting mistakes and unfairness in a termination obtained by filing a Notice of Termination of Domestic Partnership can be difficult, expensive, and time consuming. It is very important for both partners to be honest, cooperative, and careful when terminating the domestic partnership by filing a Notice of Termination of Domestic Partnership with the California Secretary of State.

Dissolution or Nullity of Domestic Partnership by Petition of the Superior Court

If all 13 of the requirements described above for terminating your domestic partnership through the filing process with the California Secretary of State are not met, a petition must be filed with a California Superior Court in order to dissolve the domestic partnership. This is the same process used to dissolve a marriage (a divorce or annulment) or to legally separate. There are four different petitions that can be filed with the court, and each has different effects as briefly described below.

How to Start

To start a court process, you must complete and file a Petition for Dissolution of Domestic Partnership, a Petition for Dissolution of Domestic Partnership and Marriage, a Petition for Judgment of Nullity of Domestic Partnership, or a Petition for Legal Separation of Domestic Partners with a California Superior Court. A copy of the petition and the court summons must be personally delivered to your domestic partner. However, you cannot deliver the summons and petition yourself. You must have an adult friend or other adult deliver the documents or you can pay a process server or private company to complete this task.

You Can Go to Mediation or Ask for Temporary Orders

Unlike filing a notice of termination with the California Secretary of State, when you file a petition with the court, you will have the right to ask the court to help you come to an agreement or to make temporary orders while waiting for the domestic partnership to be dissolved. It is always best if both partners can reach agreement on the issues, but when you can't reach an agreement, and the matter must be resolved right away, you can ask the court to send you to mediation (a process that will help you reach agreement) and/or to make temporary orders. Either partner may ask the court to make temporary orders regarding property rights, support, child custody, and other issues involving the partnership.

Petition for Dissolution of Domestic Partnership

A Petition for Dissolution of Domestic Partnership is a formal request by one partner to the Superior Court asking the court to dissolve the domestic partnership. It is very similar to a Petition for Dissolution of Marriage (a divorce), but only dissolves the domestic partnership. A judgment issued by the court in this case will dissolve the domestic partnership and will restore both partners to the status of un-partnered persons. Among other things, the judgment also will decide the custody of any minor children of your domestic partnership, how your possessions and obligations will be divided, and if any support will be paid from one partner to the other.

How Long Does it Take for the Court to Dissolve the Partnership?

Once you have started the process, it will take *at least* six months for the court to dissolve the domestic partnership and enter a judgment in a Petition for Dissolution of Domestic Partnership. In many cases it takes longer than six months. The time it takes will depend on your particular situation and on how well you and your partner cooperate in the process.

Petition for Dissolution of Domestic Partnership and Marriage

A Petition for Dissolution of Domestic Partnership and Marriage is a formal request by one partner/spouse to a California Superior Court to dissolve both the domestic partnership and the marriage in a single proceeding. A judgment issued by the court in this case will end both the domestic partnership and the marriage.

How Long Does it Take for the Court to Dissolve the Partnership and Marriage?

Similar to a petition for dissolution alone, this process will take at least six months and the length of time will depend on your particular situation and on how well you and your partner cooperate in the process.

Petition for Judgment of Nullity of Domestic Partnership

A Petition for Judgment of Nullity of Domestic Partnership is the formal request by one partner to a California Superior Court for the court to declare the domestic partnership legally invalid (void). It is similar to a Petition for Nullity of Marriage (annulment). A Judgment of Nullity of Domestic Partnership issued by the court will void the domestic partnership and will restore both partners to the status of un-partnered persons. However, among other things, the court also will decide custody of any minor children of your domestic partnership, how your possessions and obligations will be divided, and if any support will be paid from one partner to the other.

Differences from Dissolution of Domestic Partnership

Unlike a Dissolution of Domestic Partnership, which ends the partnership, a Nullity of Domestic Partnership declares it void from the beginning. The court still will decide the issues of child custody and child support the same way as a dissolution of domestic partnership, but there can be differences in how the court divides your property and orders one partner to pay support for the other. Another difference between a Dissolution of Domestic Partnership and a Nullity of Domestic Partnership is that the partner asking the court to void the domestic partnership will have to prove certain things to the court in order to get the court to order the partnership void.

The requirements of a Petition for Nullity of Domestic Partnership are often difficult to prove and the effects are often complicated. While it is not required, you should consult an attorney before you file this petition.

How Long Does it Take to Nullify the Domestic Partnership?

The time it takes to nullify a domestic partnership will depend on your particular situation and on how well you and your partner cooperate in the process. There is no minimum time limit.

Petition for Legal Separation of Domestic Partners

A Petition for Legal Separation of Domestic Partners is the formal request by one partner to a California Superior Court for the court to divide the community property and debts between the partners and to make other orders regarding custody of children and financial support *without ending the partnership*. It is similar to a Petition for Legal Separation in a marriage.

Differences from a Dissolution of Domestic Partnership

Unlike a Petition for Dissolution of Domestic Partnership, a Petition for Legal Separation of Domestic Partners **does not** dissolve the domestic partnership and it **does not** restore the partners to the status of un-partnered persons. Until the domestic partnership is dissolved, and you are restored to the status of un-partnered persons, you will not be allowed to enter into another domestic partnership or a marriage. In a legal separation, the court will financially separate you and your domestic partner, and the court also will decide the custody of any minor children of your domestic partnership, how your possessions and obligations will be divided and if any support will be paid from one partner to the other in the same way as a dissolution proceeding would.

How Long Does a Legal Separation Take?

The time it takes for a legal separation will depend on your particular situation and on how well you and your partner cooperate in the process. There is no minimum time limit.

Should You Consult an Attorney?

You do not have to see an attorney in order to terminate your domestic partnership by filing a Notice of Termination of Domestic Partnership with the California Secretary of State or prior to filing a petition for dissolution, separation, or nullity with a California Superior Court. However, the process can get complicated and this brochure is not intended to provide legal advice in your individual situation. It is a good idea to seek legal advice from an attorney who knows family law before you decide to proceed with filings by yourself. You may decide to hire an attorney to complete the process or to consult an attorney to explain your rights in your particular situation; including providing an independent and objective review your property settlement agreement.

The California Judicial Council through the California Courts website provides information about the legal process and obtaining free and low-cost legal assistance at www.courts.ca.gov/selfhelp. Lawyer referral services also are available through the State Bar of California at (866) 442-2529 or 866-44-CA-LAW (toll free in California) or (415) 538-2250 or on their website at http://www.calbar.ca.gov/Public/Need-Legal-Help or via email at LRS@calbar.ca.gov. Court forms are available at your local courthouse or online at www.courts.ca.gov/forms.

You should not rely on this brochure alone. This brochure is not intended to provide legal advice.

If you decide not to consult with an attorney, you should read and understand the applicable provisions of the California Family Code, read and understand the applicable forms and instructions that may be applicable to your situation, as well as seek out California family law resources to ensure you completely understand the effects of terminating or dissolving your California domestic partnership.

State of California
Secretary of State

FILE NO: _____

(Office Use Only)

Notice of Termination of Domestic Partnership
(Family Code section 299)

Instructions:

1. **Complete and send to:**
   Secretary of State
   P.O. Box 942870
   Sacramento, CA 94277-2870
   (916) 653-3984

2. **There is no fee for filing this Notice of Termination of Domestic Partnership.**

3. **Both registered domestic partners must sign the same Notice of Termination of Domestic Partnership form pursuant to Family Code section 299(a)(1), and both signatures must be notarized. The signatures can be acknowledged at different times by different notaries public as long as separate certificates of acknowledgment are attached to the form.**

We, the undersigned, do declare that:

We are terminating our domestic partnership. We have read and understand the brochure prepared by the Secretary of State describing the requirements, nature, and effect of terminating a domestic partnership. We also declare that all of the conditions exist as specified in Family Code section 299(a).

Secretary of State File Number (if known): _____

_____ _____
Signature of Partner Printed Name (Last) (First) (Middle)

_____ _____
Signature of Partner Printed Name (Last) (First) (Middle)

RETURN TO (Enter the name and the address of the person to whom a copy of the filed document should be returned.)

NAME ⌈ ⌉

ADDRESS

CITY/STATE/ZIP ⌊ ⌋

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

Appendix G

Restructuring
Waiver Request

Site_____ **School Year** _____

Per Article 24.03.02, *Sites which develop restructuring/educational reform proposals which may involve waivers to the collective bargaining agreement shall submit a written request for waiver (Appendix G) to the Contract Administration Committee. The request shall include the following:*

1. Specific contract Article to be waived: _____
2. Statement of the reform/restructuring proposals or a copy of the plan, including rationale for the change (please attach).
3. Principal's signature recommending approval of plan: _____
4. Signature of AEA Representative attesting that at least 67% of certificated FTE have approved through secret ballot the reform proposals and the contract waivers sought: _____
5. Contract Administration Committee approval signatures:

_____ _____
For the District Date

_____ _____
For the Association Date

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

AEA - Full-Time

January 1, 2026 - June 30, 2026

1.0 FTE, 12 Pay Periods

Available Health Plans	Monthly Cost of Plan			AUSD Monthly Contribution	Monthly Employee Cost		
	Employee Only	Employee + 1 Dependent	Employee + Family (2+)		Employee Only	Employee + 1 Dependent	Employee + Family (2+)
Anthem Blue Cross Select HMO	$1,336.29	$2,672.58	$3,474.35	$1,168.86	$167.43	$1,503.72	$2,305.49
Anthem Blue Cross Traditional HMO	$1,612.08	$3,224.16	$4,191.41	$1,168.86	$443.22	$2,055.30	$3,022.55
Blue Shield Access+ HMO	$1,301.95	$2,603.90	$3,385.07	$1,168.86	$133.09	$1,435.04	$2,216.21
Kaiser Permanente HMO	$1,168.86	$2,337.72	$3,039.04	$1,168.86	$0.00	$1,168.86	$1,870.18
United Healthcare Alliance HMO	$1,290.06	$2,580.12	$3,354.16	$1,168.86	$121.20	$1,411.26	$2,185.30
United Healthcare Harmony HMO*	$1,133.09	$2,266.18	$2,946.03	$1,168.86	$0.00	$1,097.32	$1,777.17
PERS Gold PPO	$1,120.58	$2,241.16	$2,913.51	$1,168.86	$0.00	$1,072.30	$1,744.65
PERS Platinum PPO	$1,670.14	$3,340.28	$4,342.36	$1,168.86	$501.28	$2,171.42	$3,173.50
Delta Dental of CA PPO + Premier	$82.70	$148.80	$213.60	$0.00	$82.70	$148.80	$213.60
Vision Service Plan (VSP)	$28.55	$28.55	$28.55	$0.00	$28.55	$28.55	$28.55
Cash-in-Lieu of Medical Coverage (Taxable Stipend)	$305.00						

ALL medical plans meet the Minimum Essential Coverage and Minimum Value requirements as set by ACA regulations.

*** This plan is not available if you reside in Alameda County.**

ALAMEDA UNIFIED SCHOOL DISTRICT
Excellence & Equity For All Students

AEA Full Time

Effective July 1, 2026 - December 31, 2026
Full Time, 12 paychecks per year

Available Benefit Plans	Monthly Cost of Plan			Employer Contribution			Employee Monthly Cost		
	Employee Only	Employee + 1 Dependent	Employee + Family (2+)	Employee Only	Employee + 1 Dependent	Employee + Family (2+)	Employee Only	Employee + 1 Dependent	Employee + Family (2+)
Anthem Blue Cross Select HMO	$1,336.29	$2,672.58	$3,474.35	$1,168.86	$1,700.00	$1,700.00	$167.43	$972.58	$1,774.35
Anthem Blue Cross Traditional HMO	$1,612.08	$3,224.16	$4,191.41	$1,168.86	$1,700.00	$1,700.00	$443.22	$1,524.16	$2,491.41
Blue Shield Access+ HMO	$1,301.95	$2,603.90	$3,385.07	$1,168.86	$1,700.00	$1,700.00	$133.09	$903.90	$1,685.07
Kaiser Permanente HMO	$1,168.86	$2,337.72	$3,039.04	$1,168.86	$1,700.00	$1,700.00	$0.00	$637.72	$1,339.04
United Healthcare Alliance HMO	$1,290.06	$2,580.12	$3,354.16	$1,168.86	$1,700.00	$1,700.00	$121.20	$880.12	$1,654.16
United Healthcare Harmony HMO*	$1,133.09	$2,266.18	$2,946.03	$1,168.86	$1,700.00	$1,700.00	$0.00	$566.18	$1,246.03
PERS Gold PPO	$1,120.58	$2,241.16	$2,913.51	$1,168.86	$1,700.00	$1,700.00	$0.00	$541.16	$1,213.51
PERS Platinum PPO	$1,670.14	$3,340.28	$4,342.36	$1,168.86	$1,700.00	$1,700.00	501.28	$1,640.28	$2,642.36
Delta Dental PPO +Premier	$63.90	$114.80	$164.60	$63.90	$63.90	$63.90	$0.00	$50.90	$100.70
Vision Service Plan (VSP)	$28.55	$28.55	$28.55	$0.00	$0.00	$0.00	$28.55	$28.55	$28.55
Cash-in-Lieu of Medical Coverage Stipend	$305.00								

ALL medical plans meet the Minimum Essential Coverage and Minimum Value (MEC, MEV) requirements as set by ACA regulations

*** United Healthcare Harmony is not available if you reside in Alameda County.**

ALAMEDA UNIFIED SCHOOL DISTRICT

ALAMEDA EDUCATION ASSOCIATION

EXTRA-DUTY ASSIGNMENT GUIDELINES
for
ALAMEDA AND ENCINAL HIGH SCHOOLS

Revised September, 1997

I. ASSIGNMENT PROCEDURES

All faculty members assigned to Alameda and Encinal High Schools shall supervise student activities. The amount of required extra-duty assignments shall consist of no more than four (4) events per school year. Supervision of extra-duty assignments on Saturdays, Sundays, legal or local holidays, as defined by the school calendar, shall be voluntary for the faculty members and not an administrative assignment.

II. CATEGORIES

A. Student Supervision - Faculty members have the option to select in advance those events they would prefer to supervise. Events lacking coverage will be assigned to faculty members with the fewest accumulated events. Events are defined as student activities that fall outside of the assigned work day and need supervision as determined by the administration.

B. Credit - Faculty members will be credited with one (1) event when that activity is completed. Time frame for a single event will average approximately 3.5 hours.

C. Clubs & Class Sponsors - Faculty members who sponsor clubs for the year will be given credit for two (2) events. Faculty members who are ~~Senior~~ Class sponsors will be given credit for four (4) events, ~~while all other class sponsors will be given credit for two (2) events.~~

D. Meetings -

1. Faculty members assigned to serve on school site councils, PTSA or other parent support groups, will be credited for one (1) event for each meeting.

2. All members of the faculty shall attend Open House, Back To School night and the AHS/EHS Football Game (based on a minimum day). These events are not part of the extra-duty events requirements.

3. All faculty members are expected to attend department meetings. Attendance at these meetings is in addition to extra-duty meetings.

III. SELECTION, ASSIGNMENT, NOTIFICATION, AND DOCUMENTATION

A. Faculty members will have the right to select duties, when available, that they prefer. Sign-up sheets will be available for staff at the beginning of the school year and as events are placed on the school calendar.

B. Activities and events that do not have enough staff sign-ups will be assigned randomly by the administration to members of the faculty that have the least number of events served and/or the least number of events committed for the school year.

Revision: September, 1997

C. A written notification of extra-duty assignments must be received by the faculty members one (1) week in advance of the assignment.

D. The documentation of extra-duty events served will remain in the appropriate Vice Principal's office and will be made available upon request.

E. Any questions concerning the assignment of or the crediting and accounting of extra-duty events will be addressed to the appropriate Vice Principal.

IV. COMMITTEE AGREEMENT

The Committee comprised of Coleman Feeney, Jr., Janis Larsen, and Mary Ellen Ellis - Encinal High School; Jean Nolan, James Cooper, and Betty Ruark - Alameda High School; and Donald Sherratt, Director of Personnel Services, agreed with the above on Monday, September 26, 1988, and this document was updated and agreed upon by Don Sherratt, Chief Personnel Officer and Linda Nelson, President of the Alameda Education Association on September 25, 1997.

Revision: September, 1997

SIDE LETTER RE KINDERGARTEN PROGRAM

1. Kindergarten teachers shall be provided with modified days for parent-teacher conferences on the same basis as other elementary school teachers.

2. Each Kindergarten teacher, with the review and support of the principal, may develop a visitation schedule of at least one day during the first six weeks of the school year and a flexible, individual in-service plan to assist in implementing the extended day Kindergarten program. The support of the principal shall not be unreasonably withheld. The plan will be consistent with the teacher's other obligations and the requirements of the Contract. On the District in-service day prior to the start of school, Kindergarten teachers will have a training opportunity on the extended day program.

3. In the event that a particular school site is not ready for use five working days before the start of classes at that school, two members from each bargaining team shall meet within three days to discuss the appropriate resolution of the issue.

4. K/1 classrooms shall continue as long as children are assigned to K/1 classrooms on the basis of each student's specific needs. During the 2000-2001 school year, the District and the AEA agree to gather ABLES and other relevant data by June 1, 2001 and review the impact of the extended day Kindergarten program on K/1 classrooms as compared to 1st grade, with the option of capping grade levels in future years. This review will be complete within two weeks.

5. The District and sites will provide the necessary personnel for supervision of children during the teacher's duty-free lunch and lunch recess. This program for supervision will be in place by the first day of school.

6. Kindergarten teachers will be provided with a duty free lunch period in accordance with the terms of the AEA Contract.

7. Kindergarten teachers affected by the Extended Day Kindergarten program will be provided with compensation for packing and moving in accordance with the terms of the Contract.

8. In conjunction with increased supervision, each site shall develop an assignment plan for yard duty that shall provide Kindergarten teachers and other elementary school teachers with equitable duty assignments. (See section 8.05.02 of the Contract)

EXHIBIT B

9. Each site shall have a policy by the first day of school for handling Kindergarten students who are not picked up at the end of the school day that is in accordance with the Contract (i.e., prep time).

10. The District will allow children to opt out of the extended day program on the basis of their developmental needs as determined by the teacher, the parents and the administration. To assist children, parents and teachers with the conversion to an extended day program, the program will begin no sooner than the eleventh student day.

11. The Kindergarten teachers and principal at each site shall determine classroom assignments. In the event they are unable to agree on the new assignments the principal shall make the final assignments. Seniority shall prevail as to which room the Kindergarten teacher shall choose.

12. Each site shall develop a plan to ensure that all Kindergarten students, for reasons of safety and developmental needs, have access to appropriate bathroom facilities that are close to each Kindergarten classroom.

13. Kindergarten teachers may allow children to take rest periods if the teacher feels that a rest period is developmentally appropriate.

For the District — Date: 2/13/01

For A.E.A. — Margie Stanley — Date: 2/13/2001