COLLECTIVE BARGAINING AGREEMENT

Between

ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT

And

ACTON-AGUA DULCE TEACHERS ASSOCIATION/CTA/NEA

2024 - 2027

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ARTICLE 1

RECOGNITION

A The District recognizes the ACTON-AGUA DULCE TEACHERS ASSOCIATION/ CTA/NEA as the exclusive representative for purposes of the Rodda Act (Government Code section 3540, et seq., for the bargaining unit composed of the District's certificated employees. Excluded from the unit are all certificated management, confidential, or supervisory positions, school psychologists, all day-to-day substitute teachers, and all classified positions.

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

ARTICLE 2

NONDISCRIMINATION

A Neither the District nor the Association shall discriminate against any employee covered by this Agreement on the basis of age (40 and over), ancestry, color, religious creed (including religious dress and grooming practices), denial of Family and Medical Care Leave, disability (mental and physical) including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex, (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, and gender expression, and sexual orientation.

B Neither the District nor the Association shall discriminate against any employee on the basis of his/her membership or nonmembership in any employee organization or participation in the activities of an employee organization.

C The District and the Association agree that the terms of this Agreement shall be applied uniformly and consistently to all employees. The District and Association further agree that the procedures set forth in this Agreement shall not be applied in an arbitrary or capricious manner.

ARTICLE 3

PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

A. Pursuant to Ed. Code §45060, AATA shall notify the District of dues deduction authorization and cessation of any authorizations. As the exclusive representative of employees in the bargaining unit, AATA/CTA/NEA has the sole and exclusive rights to have employee organization membership dues deducted by the District for employees in the bargaining unit who elect membership status in the AATA/CTA/NEA. Nothing in this article gives the Association any authority over the District's internal payroll procedures.

B. The District shall not require the completion of a new payroll deduction authorization for union dues when a dues or other change has been effected without the express approval of the Association.

C. The Association shall annually notify the District, in writing, of all members of the Association that have provided written authorizations for payroll deductions. The Association shall provide the District with updated membership lists as needed to ensure that dues are properly deducted from members of the AATA/CTA/NEA.

D. Upon receipt of the list of individuals providing written authorization for payroll deduction of dues as members of the AATA/CTA/NEA, the District shall deduct one-eleventh (1/11) of the amount of such unified dues from the salary payment of the unit member each month for ten months in each year of the authorization. The District shall deduct a pro rata portion of the annual dues for unit member authorizations executed after the commencement of the school year.

E. According to Education Code 45060(f), the Association certifies that it will maintain individual employee authorizations. The Association shall not be required to submit to the District copies of a unit member's written authorization, unless a dispute arises about the existence or terms of the written authorization.

F. The District shall remit promptly, but no later than the 15th day of each pay period, the amount of the unified membership dues deducted made payable to the Association.

G. On a monthly basis, the District shall transmit to the Association a verified accounting statement which identifies all funds remitted pursuant to section F I.

H. Upon a written notice of claim by the affected unit member, the Association shall reimburse the unit member for all sums the District may have deducted erroneously from the unit member's salary pay warrant in excess of the amount payable for unified dues consistent with the terms and conditions of the unit member's written authorization for payroll deduction of membership dues. The Association shall pay such reimbursements in a timely manner after receiving from the District all payroll information necessary to verify the erroneous deduction.

I. Unit member requests to cancel or change authorizations for payroll deductions for membership in the AATA/CTA/NEA shall be directed to the Association rather than to the District.

1. The Association is responsible for processing requests to cancel or change authorizations for payroll deductions or unit members' membership status in the AATA/CTA/NEA.

2. The District shall rely on information provided by the Association regarding whether unified dues payroll deductions were properly canceled or changed.

I. AATA/CTA/NEA agrees to indemnify and hold harmless the District, its governing board members, and each management employee against any and all costs, losses, or damages because of civil or other action arising from the administration and implementation of these provisions that, if any such dues are deducted from the pay of any unit member and remitted to the AATA/CTA/NEA, the unit member and the District shall not be liable for any refund. The Association agrees to furnish any information needed by the District to fulfill these provisions.

ARTICLE 4

EMPLOYER RIGHTS

A It is understood that the District retains all of its powers and authority to direct, manage, and control to the full extent of the laws of the State of California. Included in, but not limited to, those duties and powers are the exclusive right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns, determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote and terminate employees.

B The exercise by the District of the foregoing powers, rights, authority, duties and responsibilities, adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement, and then only to the extent such specific and express terms are in conformance with the operation of California law and the decisions of an authority of competent jurisdiction.

C All of the rights, powers, or authority which, the District had under law prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority are specifically abridged or modified herein.

D Notwithstanding any other provisions of this Article, the parties agree that this Article is not intended as a general or specific waiver or right of the Association or employees, nor shall it be applied to, reduce, or restrict any right or privilege of the Association or employees derived from other provisions of this Agreement or from the laws of the State of California.

ARTICLE 5

EMPLOYEE ASSOCIATION RIGHTS

A The District and the Association recognize the right of employees to form, join, and participate in lawful activities of the employee organization and the equal alternative rights of employees to refuse to form, join, and participate in employee organization activities. Therefore, each party agrees that neither will impose or threaten to impose reprisals, to discriminate or threaten to discriminate, or otherwise interfere with, restrain or coerce the employees of the District exercising this right.

B The Association and its members shall have the right to make use of school equipment, buildings, and facilities subject to the Civic Center Act. Equipment shall include those items which are available for Civic Center use or are used by employees in the regular course of their duties when such equipment is not otherwise in use.

C The Association shall have the use of a bulletin board at each school site in an area frequented by employees. The Association may use the District internal mail system and employee mail boxes for communications to employees.

D Authorized representatives of the Association shall be permitted to transact official Association business on school property.

1. During regular duty hours, Association representatives shall register with the office as a visitor upon initial entrance on site and provide information about the length and place of the visit.

2. Unless on association or district leave for union business, Association business shall be conducted at times outside of unit members' work hours, regular teaching duties and obligations.

E The District agrees to provide the Association with one copy of documentation relevant and material to the negotiation process.

F The District shall provide five (5) copies of this Agreement to the Association.

G The Association shall be entitled to ten (10) days release time each school year covered by the Agreement for use by the Association's representatives as designated by the Association's President/Executive Board. The Association shall pay the substitute expenses after the 7th day, unless the Association president is conducting business for the District.

H. New Bargaining Unit Member Orientation

1. Each time a person is newly employed in a position in the bargaining unit, the District shall inform the bargaining unit member of their employment status and other relevant employment related matters.

2. The District shall provide a new employee orientation for all newly hired bargaining unit members to take place within fourteen (14) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. When mandatory orientations occur outside the contract year and/or day, new bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of required orientation/onboarding meetings.

3. All newly hired bargaining unit members shall attend the District's orientation meeting.

4. The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by electronic mail or other reasonable means, to the Association president and vice president no later than ten (10) calendar days in advance of the orientation meeting(s).

5. The Association shall be provided no less than sixty (60) minutes of uninterrupted time in order to communicate with bargaining unit members at the new employee orientation meetings. Such time shall not include the period of time for lunch and shall not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. Administrators will excuse themselves during Association time.

    a. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.

    b. The Association shall have District-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to two (2) bargaining unit members, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.

I. Access to New Bargaining Unit Members Hired After the Start of the School Year

1. If an orientation meeting is scheduled with new bargaining unit members hired after the start of the school year, the Association shall be provided at least ten (10) days advance notice of the meeting time, date and location. The Association shall be provided an amount of time equal to the amount of time provided in Article 5, Section H(5). The Association shall be permitted to use Association release time for Association leaders to attend the orientation meeting pursuant to Section H(5).

2. If the Association president or designee is unable to attend the orientation/onboarding meeting, the District shall provide the newly hired bargaining unit member with the Association's Welcome Packet. The Association shall provide a copy of the Welcome Packet to the District. All resources and costs for the Welcome Packet shall be incurred by the Association. If the District anticipates not having enough Welcome Packets, the District shall notify the Association president or designee.

J. Bargaining Unit Member Information

1. If on file with the District, the following information for all bargaining unit members shall be delivered to the Association President in a mutually agreed upon digital format or hard copy three times per school year on or by the last working day of September, January, and May:

   a. Name
   b. Home Address
   c. Phone Numbers- work, home and cellular
   d. Personal (non-district) Email Addresses
   e. School Site
   f. Grade Level Assignment
   g. Date of Hire
   h. Full time Equivalent (FTE) status
   i. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
   j. Indication of any Unit Member on Leave of Absence

2. The disclosure of the information in items (1)(b), (c) and (d) above is subject to the provisions of Government Code §6254.3 or other applicable privacy laws.

3. Within ten (10) work days of hiring a new bargaining unit member, the District shall notify the Association president with the information for the new hire in items (1)(a) through (j).

K. Association Meeting Time

1. The Association shall be entitled to a minimum of ten (10) uninterrupted minutes immediately after each faculty meeting at each school site to communicate with bargaining unit members. This Association time shall be for bargaining unit members only. Administrators will excuse themselves during Association time. This meeting time shall not be subtracted from the time set forth in Article 7 paragraph F.

ARTICLE 6

WORK YEAR

A The service year for employees covered by this Agreement shall consist of one hundred eighty (180) instructional service days, one non-student workday, and three professional development days directed by the District for a total of one hundred eighty four required work days.

1. The non-student workday shall be scheduled for pre-school activities beginning with a District activity (limited to two hours) and concluding with employees working in their rooms.

2. At the 7-12 grade levels, a non-work day shall be scheduled between the semesters.

3. The parties will form a Professional Development Advisory Committee. This advisory committee will develop recommendations, plan, collaborate, and assist in the implementation of professional development in the district. This committee shall have an equal number of administrative staff chosen by the district and certificated staff chosen by the association. This committee shall be ongoing throughout the school year and certificated staff will be compensated at the district hourly rate.

4. Counselors shall work ten (10) additional days beyond the regular 184 day service year and shall be compensated for the additional work days on a pro rata basis according to the provisions of Article 6, section D.

B Employees new to the District employed prior to the beginning day of school may be required to attend one additional day of orientation. Employees who are employed after the beginning day of school may be required to attend one day of orientation prior to their assignment.

C The District and the Association shall meet and negotiate in good faith on the placement of the work days consistent with the provisions of paragraph A of this Article. The school calendar for each year will be provided to each employee at the beginning of each instructional year and shall be identified as Appendix Z of this Agreement.

D When employees are required to work additional days beyond the service year because of the nature of their regular assignment (e.g., counselor), they shall be compensated on a pro rata basis; such basis is to be determined by dividing the annual salary of these employees by the required number of workdays. Service rendered for less than a full day shall be compensated on a pro rata hourly basis.

E Employees will not be required to attend school when schools are closed due to inclement weather. Inclement weather days are considered any day marked in the student attendance system as “inclement weather”. Employees will not be required to make up any inclement weather days that the State has waived as student instruction days.

F When one school is closed and others are open, employees will follow the AADUSD Comprehensive Safety Plan for school site closures.

1. Employees at the closed site are expected to adjust classroom pacing guidelines, lesson plans, check emails, address student concerns, attend scheduled virtual and/or in person meetings, etc.
2. Employees from the closed site may be called in to support at an open site. The process will be as follows:
    - Substitutes shall be called first to fill positions.
    - If a substitute is not available for any position, the sub finder or District Personnel for certificated teachers shall call employees from the closed site.
    - Employees shall be called based on seniority. If a unit member agrees to substitute at an alternative site, they shall be compensated in accordance with Article 15-J, which will be added to any other compensation they would normally be entitled to.

ARTICLE 7

DUTY HOURS

A The District and the Association recognize the varying nature of an employee's day-to- day responsibilities.

1. Classroom employees in Preschool through 8th grade must be on duty at least thirty (30) minutes before the beginning of the class session and remain on duty for fifteen (15) minutes after the close of the students' regular school day for the highest grade level at the school site. Full-time employees may request that the principal waive the fifteen (15) minutes of duty after the end of the students' regular school day for the following reasons: medical and dental appointments, college classes, attendance at District-sponsored activities, and necessary personal business.

2. Classroom employees at the high school must be on duty at least five (5) minutes before the start of the first scheduled class period until the end of the last scheduled class period for the day (including the assigned conference period). The District and the Association agree that each employee shall be responsible for the completion of all duties related to the employee's assignment, including duties that may require the employee to be on campus outside of scheduled class hours and outside of regular school session hours.

3. An employee who is assigned as a counselor or guidance counselor shall have an eight-hour work day, inclusive of the duty-free lunch. The daily schedule (including start and end times), the length and placement of the employee's lunch break shall be determined by mutual agreement between the employee and the school site administrator.

4. An employee who is assigned as a school nurse shall have an eight-hour work day, inclusive of the duty-free lunch. The daily schedule (including start and end times), the length and placement of the employee's lunch break shall be determined by mutual agreement between the employee and the District administrator or designee.

5. Site administrators shall consult with Association representatives when developing school site schedules.

B Each employee shall be entitled to one (1) duty-free, uninterrupted lunch period each day, which shall be the same length as the student lunch period, except a thirty (30) minute lunch hour on minimum days with a two hundred fifty (250) minute scheduled school day. On said minimum day, the teacher workday will be reduced by fifteen (15) minutes. If a teacher does not have their regularly scheduled minutes for lunch due to inclement weather, the difference between the normal lunch and the actual lunch time received will be credited to the end of any

teacher contract day where no faculty meeting or emergency exists. In such instances, these minutes will be credited to the end of the next non-inclement weather school day or days.

C Employees in 1st through 6th grade shall be provided one (1) rest room break of reasonable length during each duty day. Scheduling of the break shall be arranged cooperatively between the principal and teaching staff. For employees in 7th through 12th grade, the planning period will serve to meet the intentions of this section unless the employee's schedule does not provide a break or planning period during a three(3) hour teaching schedule.

D In addition to assigned classroom teaching duties, employees shall perform without additional pay reasonably required instructional day duties, many of which may occur outside of scheduled class hours and outside of regular school session hours.

1. Such duties include, but are not limited to planning and selecting and preparing materials for instruction; receiving and evaluating work of pupils; conferring and counseling with pupils, parents, staff, and administrators; keeping records; reporting of students' progress to parents, supervising pupils; participating in approved staff development programs; and assuming responsibility for the proper use and control of District property, materials, supplies, and equipment. Employees in Preschool through 8th grade shall not be assigned to yard supervision duties in the morning before the first scheduled class of the day. After school, teachers are responsible for the orderly dismissal of students based upon the individual site dismissal plan.

2. Also, employee discretionary duties may include supervising and providing leadership of pupil organizations and grade level meetings; serving on committees providing advice and service to the District; participating in approved professional activities relating to the teaching assignment; and studying current literature to keep abreast of developments within the subject matter taught by the employee. The District and the Association agree that it is not the intent to require any of these discretionary duties outside of the contract day. It is the intent of both parties that discretionary duties can be assigned within the contract day when time is allotted.

E Employees who are assigned to teach full-time shall have one (1) unassigned period (7th-12th) or elementary prep period set aside exclusively for preparation, planning and student conferences not to include IEP meetings.

F In the event of double sessions, a classroom employee shall not be required to render more hours of school-based service per day than normally required in a single session. Double session assignment is defined as two (2) separate sections of students assigned to the same teacher each day in self-contained classes in grades PK-6.

G An employee who is required to participate in an IEP meeting outside of his or her regular duty hours shall be compensated at the Employee's Hourly Rate for each hour or major fraction thereof.

Staff Collaboration

H The parties agree that there shall be no more than nineteen (19) hours of combined staff meeting, PLC, or PD that extend beyond the regular contract day.

I Meeting dates and times must be announced at least ten (10) school days prior to each meeting and may not be altered once published.

J Early Release Wednesdays:

1. One (1) early release day per month (10 per year) will be meeting free. Teachers are required to remain on campus and perform professional duties during that time.

2. Professional Development - Up to two (2) hours per month not to exceed 18 hours per year of Professional Development.

3. Professional Learning Community (PLC) - A professional Learning Community (PLC) is defined as a systematic process of collaboration to analyze and impact professional practice in order to improve plans of intervention and/or to address students' academic and social growth.

4. PLC is up to 17 per school year - to be held on early release days. Site PLC meetings will begin within 10 minutes after student dismissal.

5. One agendized item will be given monthly and a summary will be shared with site admin from each team. - See PLC Meeting Record appendix C.

6. As a means of providing additional support and ensuring collaboration, general education and special education teachers will collaborate monthly during a designated Professional Learning Community time, scheduled to be determined by each site.

7. Participation in social events, including but not limited to baby showers, birthday parties, retirement celebrations, and other similar gatherings, during the teacher duty hours shall be strictly voluntary. Teachers are required to remain on campus and perform professional duties during that time.

8. Staff Meetings are to be one (1) hour per month on early release days not to exceed ten (10) hours per year. Site Staff Meetings will begin within ten (10) minutes after the students' dismissal.
    a. Meetings will commence ten (10) minutes after the student day.
    b. Staff meetings are defined as gatherings held at the school site attended by all teachers assigned to that location. These meetings focus on academic matters, including campus concerns, special events, the school calendar, and general campus upkeep.

9. Semester Report Card Period - One (1) early release day for each semester reporting period is given to teachers to work on report cards. Ideally the Wednesday before report cards are due (once in December and once in May/June).

K Back to School - not to exceed 1-1/2 hours (no site staff or District level meetings will be held during the week of Back to School. In the event that Back to School Night is held during the week before school begins, there will be no staff meeting the following week.)

L Open House - not to exceed 1-1/2 hours (no site staff or District level meetings will be held during the week of Open House).

M TK-4th Parent teacher conferences no more than once per year. Additional phone calls or meetings shall be held for at risk students - as needed.

<u>Special Education Provisions</u>

N In lieu of attending a staff meeting, Special Education (SPED) team members will attend a district-wide SPED department meeting during early release days.

1. Monthly meetings will include reviewing IEP schedules at each site.

2. District-wide Special Education Department Staff Meetings shall be of equal duration to a faculty meeting.

3. The district shall ensure that the total required meeting time for SPED team members, inclusive of general education and SPED meetings, does not exceed the total required meeting time for general education teachers.

O Special Education Department staff meetings to be held, in the District's discretion, either during the employees' normal duty hours or employees shall be paid at the District Hourly Rate of pay pursuant to Appendix B-2 for each hour, or pro-rated for each partial hour, or attendance. The District shall provide SPED teachers no less than a ten (10) work-day advance notice of such meetings.

P An employee who is required to participate in an IEP meeting outside of his or her regular duty hours or during their prep period shall be compensated at the Employee's Hourly Rate for each hour or major fraction thereof.

Part-Time Employment: 55 Years Old With 10 Years Service

Q The employee must have been employed full-time in a position requiring certification for at least ten (10) years to receive one (1) full year of service credit under STRS.

1. The option of part-time employment may be exercised at the request of the employee and can be revoked only by the employer.

2. The employee shall be paid a salary which is the pro rata share of the salary and benefits he/she would be earning had he/she not elected to exercise the option of part-time employment. The employee shall receive health benefits as provided in Government Code Section 53201 in the same manner as a full-time member under the current eligibility requirements in the District.

3. The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the employee's contract of employment during his/her final year of service in a full-time position of a time period mutually agreed upon with the Association.

4. An employee who is 55 years of age or older and meets the requirements of this section may, upon approval by the Governing Board, be employed on a part-time basis and receive the service credit he/she would receive if he/she was employed on a full-time basis. The employee's retirement allowance and any other benefits he/she is entitled to under the Education Code shall be based on the salary that he/she would have received if employed on a full-time basis.

Part-Time Employment for Employees Not Meeting the Requirements of Paragraph I

R Upon approval of the District when a part-time or job share assignment is available employees working half-time shall have the option of receiving health benefits by paying one-half (½) of the benefit package and the District paying the other half in the same manner as a full-time member under the current eligibility requirements of the District.

1. The employee may be hired to job share or work less than half-time. In this event, all salaries shall be pro rata. Pro rata benefits will be offered at the option of the employee.

2. An employee, fifty-four (54) years of age or younger, employed less than ten (10) years in the District, and employed on a part-time basis, will pay retirement benefits on one-half of his/her annual salary and shall receive one-half year service credit toward retirement, subject to approval by CalSTRS.

3. The agreement between the District and the participating employee shall be consummated on or before June 30. The employee may be accompanied by an Association representative in any meeting he/she attends with the Board of Trustees pursuant to this Article unless such meeting is held in closed session.

4. The employee or the District may terminate this agreement by providing written notice to the other party. The employee must notify the District in writing of his/her intent to terminate no later than March 1. Any employee who terminates his/her agreement is eligible to return to full-time employment in accordance with the Education Code.

5. The District may extend the above-mentioned time requirements and notification dates at its discretion.

ARTICLE 8

GRIEVANCE PROCEDURE

A A "grievance" shall mean an allegation that there has been a violation, misapplication, or misinterpretation of express provision(s) of this Agreement. A sample grievance form is attached as Appendix C.

B A "complaint" shall mean a problem an employee desires to be resolved which is not covered by this Agreement. Complaints shall follow the District complaint procedure.

C A "grievant" shall mean an employee who is a member of the bargaining unit, or the Exclusive Representative. The Exclusive Representative may file a grievance on behalf of a specifically identified employee or employees.

D A "day" shall mean a day when the certificated unit members are scheduled to provide service as part of the work year.

E An employee may elect to be represented by the Exclusive Representative at all levels of the grievance procedure.

F An employee may present a grievance to the District and have such grievance adjusted without the intervention of the Exclusive Representative.

1. Any adjustment shall not be inconsistent with the terms of this Agreement.

2. The District shall not agree to resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed resolution and has been given an opportunity to file a response.

3. At all levels of the grievance procedure, the District shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

G Once a grievance has been initiated, all matters of dispute relating to it which occur during the processing of the grievance shall become a part of and be resolved in the grievance proceedings. Once a grievance has been resolved or a final decision has been rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

H Time limits may be extended or shortened by written mutual agreement of the grievant or representative and the District. If a grievance is filed after May 15 and before the end of the work year, the grievant may request that the time lines not toll during the summer recess. The District agrees to honor the request.

I The grievant and a designated bargaining unit representative, if any, participating in the processing of the grievance shall suffer no loss in pay if meetings or appointments are mutually scheduled by the District and the Exclusive Representative. Witnesses who are called to testify in an arbitration hearing shall be on release time for the part of the school day for which they are absent for the purpose of testifying at the hearing.

J No reprisal will be taken by the District against any participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or of any participant.

K Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District.

L The parties agree that these proceedings shall be kept confidential as may be appropriate at any level of the procedure.

Level One:

M Within 30 days of the alleged violation, or within 30 days of the time that the grievant reasonably should have known of the alleged violation, the grievant or the grievant's representative shall file a grievance form with the principal or immediate supervisor. If a grievance arises at a level above the grievant's school principal or supervisor, the initial filing, which shall comply with the provisions of Level One, shall be made at Level Two.

1. The grievance shall contain the employee's name, the date of filing, the date of the alleged violation, the Article(s) or section(s) of the Agreement which are claimed to have been violated, a brief description of the alleged violation, and the specific relief requested.

2. Within 10 days of receipt of the grievance by the principal or immediate supervisor, a written decision should be issued to the grievant. If a written decision is not issued within the specified time limit, the grievance is denied and the employee may appeal to the next level.

Level Two:

N If the grievance is denied at Level One, the grievant may file a written appeal to the Superintendent or designee within 10 days of the Level One denial.

1. The appeal shall contain all materials filed in Level One and the decision, if any, and a statement of the reason for the appeal. A meeting between the Superintendent or designee and the grievant shall be held within 10 days of the filing of the appeal. The Superintendent or designee shall transmit to the grievant within 10 days of the meeting a written decision, including the reasons for the decision.

Level Three:

O If the grievance is denied at Level Two, the parties may mutually agree to submit the grievance to conciliation by the California State Mediation and Conciliation Service (SMCS) or submit the grievance to conciliation by another mutually agreed upon mediator. In such an event, the parties shall contact the mediator/conciliator to establish a meeting date with the conciliator within 10 days of the filing of the appeal.

1. The conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.

   a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.

   b. The conciliator shall not issue any public statements of fact or opinion on the issue.

   c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.

Level Four:

P The District and the Exclusive Representative agree that any grievance denied at Level Two shall be submitted to binding arbitration at the request of the Exclusive Representative. No grievance that arises after the expiration of this Agreement may be submitted to arbitration.

1. The Association shall have 20 days from the date of the Level Two denial to file a demand for arbitration with the District.

2. The parties shall request the California State Mediation and Conciliation Service to supply a panel of five names of persons experienced in hearing grievances in public schools and who are members of the National Academy of Arbitrators. Each party shall alternately strike a name until only one name remains. The first strike shall be determined by lot. The remaining panel member shall be the arbitrator.

Q If any question arises as to the arbitrability of the grievance, the question shall be heard and ruled upon by the arbitrator prior to any hearing on the merits of the grievance.

R The parties shall share the per diem and expense costs of the arbitrator. Each party shall bear all other costs of its own case.

S The arbitrator shall be bound by the rules of the American Arbitration Association. The arbitrator's decision will be in writing and will set forth the arbitrator's findings of fact, reasoning, and conclusions on the issues submitted.

1. The arbitrator shall be without the authority to make any decision which requires the commission of an act prohibited by law or which violates a term or terms of this Agreement.

2. The arbitrator is empowered to include financial or other remedies to which the parties are entitled by law in the award.

3. The arbitrator's decision shall be submitted to the District and the and the Association and shall be final and binding on the parties.

ARTICLE 9

WORKING CONDITIONS

A. The District will provide each employee with adequate equipment, facilities, and supplies that are necessary to implement course objectives that include, but are not limited to:

a. An indoor temperature-controlled environment

b. A separate desk

c. Closet space or lockable storage for personal storage

d. Storage space for instructional materials in each classroom

e. Working classroom/office telephone

f. Adequate lighting in all indoor spaces

g. Basic first aid kits in all classrooms

h. Adequate lunchroom with tables, chairs, running water, a microwave, a refrigerator, and drinking water

1. The District shall repair or replace broken items in a reasonable amount of time

i. Adequate rest rooms and lavatory facilities for employee use only

j. Designated staff parking areas

ARTICLE 10

CLASS SIZE

A The allocation ratio of teachers to regular program students in the District shall not exceed the following:

Preschool:	1-8
Transitional Kindergarten:	1-10
K-3rd:	1-26
Grades 4-8:	1-33
Grades 9-12:	1-36
RSP Class:	1-20
SDC Classes	1-15
Virtual Academy & Blended	1-180
Credit Recovery & Schedule Conflict	1-28

B In the event an individual class exceeds the above ratio for ten (10) consecutive days or more, the principal shall meet with the teacher involved and shall prepare a plan of options, to be approved by the Superintendent, which may include, but are not limited to, the following:

1. Employment of additional instructional personnel or instructional aide personnel

2. Re-distribution of students to meet the relevant ratio

3. Increase of instructional materials and supplies

4. Options acceptable to the employee and the Superintendent

C The District shall within ten (10) days after the development of the plan options, and approval by the Superintendent, take action to remediate the situation, to the best of its ability (i.e., based on facility, faculty and financial limitations).

D Employees covered by the Agreement shall be allocated based on estimated enrollments and when actual enrollment is known, the District shall adjust the number of employees assigned to conform to the above ratios.

E In determining allocation ratios for grades 7-12, conference periods shall not be counted.

F Courses such as Art, Music, PE shall match grade level class caps set forth in 10.A. If a class exceeds the grade level cap an instructional assistant will be provided. For every 15 additional students over a class cap, an additional instructional assistant will be assigned, with classes not to exceed 60.

G The parties acknowledge that each will use its best efforts to meet and resolve situations where the allocation ratio is exceeded. This language does not limit the District's management rights under Article 4, including, but not limited to, determining the kinds and levels of services to be provided.

H The average annual class enrollment for each school site in grades K-3rd shall not exceed 26. The school site average for K-3rd class size shall be computed by dividing the total number of students in grades K-3rd at a site by the total number of full-time equivalent ("FTE") classroom teachers for K-3rd.

In the event the foregoing class sizes for grades K-3rd are found by an authority of competent jurisdiction to be inconsistent with Education Code Section 42238.02(d)(3)(B) (i.e., LCFF), the Parties agree, upon the written request of either party to meet and negotiate to address any such inconsistency.

I No resource specialist shall have an actual caseload that exceeds twenty-eight (28). No Special Day Class teacher shall have an actual caseload that exceeds fifteen (15). To the greatest possible extent, caseloads shall be equitably distributed at each school site.

J The SDC teacher shall be provided with a dedicated assessment period of seventy-five (75) minutes weekly, during which time the teacher may be relieved from classroom duties. Alternatively, the SDC teacher shall have access to a substitute teacher for two days per month, to be used for dedicated time for assessment and paperwork.

1. The purpose of this time is to facilitate the necessary assessment and paperwork related to student IEPs, progress monitoring, and other related special education duties
2. In lieu of assigning a substitute teacher, teachers may be compensated at a unit member's own hourly rate for 75 minutes weekly work beyond school hours spent preparing required documents, subject to administrative approval and the submission of a timesheet.

K The Resource Specialist teacher shall have a daily 45-minute period designated for assessment and paperwork, during which time the teacher may be relieved from the classroom duties. Alternatively, the RSP teacher shall have access to a substitute teacher for two days per month, to be used for dedicated time for assessment and paperwork.

1. This time will be used for the preparation of IEPs, progress monitoring, and other related paperwork.
2. In lieu of assigning a substitute teacher, teachers may be compensated at a unit member's own hourly rate for 75 minutes weekly work beyond school hours spent preparing required documents, subject to administrative approval and the submission of a timesheet.

L "Co-Teaching" is defined as having a general education teacher and an Education Specialist working together in the same classroom to plan and deliver instruction to a blended group of students for the purpose of providing an inclusive setting for students with exceptional needs on an individualized education program (IEP) in the least restrictive environment. Both teachers provide instruction within a variety of instructional formats.

1. A class size shall not exceed grade-level caps. In a co-teaching assignment, neither the special education teacher nor the general education teacher will be required to substitute for their co-teacher, except as permitted by other articles of this Agreement. When a co-teacher is absent, a substitute teacher shall be provided for the co-taught classroom.

M. Virtual Academy teachers in grades 9-12 shall be assigned a standard course load equivalent to no more than one hundred-eighty (180) course enrollments within a six (6) period day. A course enrollment is defined as one (1) student enrolled in one (1) course.

1. If total course enrollments exceed 180, the teacher shall receive a one-fifth (⅕) assignment increase for every thirty-six (36) additional course enrollments, or fraction thereof. These increases shall be cumulative.

i A "Virtual Academy" teacher is defined as a bargaining unit member whose duty is to provide instruction, progress monitoring, general education academic support, and communication for students enrolled in the District's Virtual Academy, including homeschool, long-term independent study, or blended-learning programs in which the majority of coursework is completed outside a traditional classroom setting.

ii According to the existing salary schedule, a six (6) period day automatically receives a one-fifth (⅕) assignment increase.

a. Assignment to the Virtual Academy shall not reduce a teacher's rights under Article 15, Section I.2. Any teacher assigned students across six (6) periods in grades 6-12 shall receive 1/5th of their regular salary.

N. A Credit Recovery/Schedule Conflict teacher will maintain a class cap not to exceed 28 students. In the event a Credit Recovery/Schedule Conflict teacher's assigned class cap exceeds 28 students, provision B will be followed.

1. The Credit Recovery/Schedule Conflict Teacher serves as an in-person facilitator and instructor for students in 9th-12th grade taking online courses in person, assisting those who require schedule accommodations due to conflicts or are seeking to regain credits lost due to prior course failures.

ARTICLE 11

SAFETY CONDITIONS OF EMPLOYMENT

A The District shall comply with all pertinent provisions of local, state, and federal laws, codes, and regulations relating to school safety, including but not limited to the California Occupational Safety and Health Act (CAL-OSHA), California Administrative Code, and California Education Code. The District shall develop, implement, and maintain guidelines that shall be provided to each employee.

B Employees shall report any unsafe or unhealthy conditions directly to their supervisor. The District shall investigate employee reports and take appropriate measures as soon as possible. The District shall respond reasonably, timely, and appropriately to eliminate unsafe or hazardous conditions that endanger the health, safety, or well-being of unit members. At the conclusion of the investigation, the principal or designee shall inform the employee of the investigation's results and of whatever action is to be taken within five (5) days without breaking employee confidentiality.

C An employee shall not be required to work under unsafe conditions or to perform tasks that endanger the employee's health and safety. In the event of unusual working conditions, unit members shall be provided with:

a. An instructional environment that is not below 60 degrees or above 80 degrees.

b. Adequate lighting would be defined by the ability for all parties to read, write, and view presentations/text within their workspace, and the ability for unit members to supervise students in the designated area.

c. Two-way communication in each classroom for emergency situations.

d. First aid kit and shelter-in-space kit per classroom.

e. Adequate rest rooms and lavatory facilities with running water.

D When a pupil's continued presence in a class represents a danger to other students or the employee, the employee may suspend any student from the class for the day of the suspension and the day following in accordance with District policy.

a. The District's "Student Discipline Policy" shall be made available to employees.

b. Suspension of students in special education programs shall comply with applicable law.

E The district shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business or receives from a law enforcement agency. The information shall be from the previous three school years.

F Unit members shall, within one (1) day, report cases of verbal threat or physical assault suffered by them in connection with their employment to their site administrator or immediate supervisor. Both the employee and the supervisor shall report the incident to the appropriate law enforcement authorities and to the District. The supervisor shall immediately forward the report to the human resources department. The District and the employee shall cooperate with an investigation into the incident to the extent required by law. A copy of the report number shall be given to the unit member within five (5) days of filing the report, if law enforcement accepts the District filing a report.

G The provisions of paragraph F of this Article do not relieve an employee of any reporting responsibility imposed by law.

H The District shall reimburse an employee the amount that exceeds the individual's insurance reimbursement for damage to personal property directly caused by an assault.

I The District and the Association agree to establish a District Safety Committee to create a safe environment for students and employees.

1. The committee shall meet quarterly, but may meet as often as is needed.

2. The committee shall be composed of an equal number of representatives from the District and the Association.

3. The Superintendent or designee shall appoint the members from the District, and the Association President or designee shall appoint the members from the Association.

4. The committee shall make non-binding recommendations for safety policies and procedures to the Superintendent and to the Board for their consideration.

5. Responsibility for chairing the committee shall be shared equally by both parties. District-paid release time shall be given to Association committee members if the meetings take place during the regular duty day.

J. Each work site shall have a Site Safety Committee, which shall develop and annually review the site safety, health, and emergency preparedness plan for distribution to employees at the site.

1. Each school site committee shall meet at least quarterly with the site administrator regarding matters of classroom/campus safety and cleanliness and to review the implementation of the District's and the site's student discipline policy.

2. The Association shall appoint one (1) representative, and the site Administrator shall appoint one (1) representative to this committee.

ARTICLE 12

TEACHER TRAVEL

A Employees shall be advised that they should not transport students in private automobiles when involved in school activities. However, employees who are authorized or required by the District may use their automobiles for school business and shall receive the established District rate per mile.

B Travel assignments shall be made to meet the educational needs of the District.

ARTICLE 13

PHYSICAL EXAMINATION

A Examinations for tuberculosis shall be required every four (4) years. Such examinations to the extent not reimbursed by insurance shall be paid for by the District. When such exams are required, they shall be done in compliance with the requirements of the Education Code. Each affected employee shall be notified of the requirement for an updated tuberculosis examination before the end of the prior school year. This notification does not preclude the individual responsibility of obtaining the examination.

ARTICLE 14

EMPLOYEE BENEFITS

A The District agrees to provide an employee benefits plan consisting of medical, dental, and vision insurance benefits from a mutually agreed upon vendor. In addition, the District provides a life insurance policy.

1. The District will make available to unit members to purchase, with salary deductions through an IRC section 125 plan, one or more employee benefits plans.

2. Unit members must purchase one of the employee benefits plans consisting of medical, dental, and vision insurance benefits offered through the District's provider(s). Effective July 1, 2025, the District shall contribute (an additional $2,000.00) toward benefits (health, dental, life, and vision) $13,500 for each full-time certificated employee (currently receiving benefits from District provider). In the event that the total premium(s) exceed the District contribution, the employee shall pay the difference between the District contribution and the total premium cost.

3. The election of the plan in which the employee will enroll must be made in writing on a form provided by the District by September 30th each year. If a unit member fails to enroll in a plan by September 30th, the employee agrees to be automatically enrolled in the employee benefits plan with the lowest premium. The employee expressly authorizes the District to deduct from their monthly pay, the amount of the premium for the plan in which they are enrolled. As noted, employees may enroll in an IRC section 125 plan.

4. Any changes in the employee benefits plan or carriers must be by agreement with the Association.

<u>Benefits During Leaves of Absence</u>

B When an employee has qualified for catastrophic leave/continuation of pay status, per Article 18, Leaves, section G.4., and has exhausted all sick leave, extended sick leave, and donated time credits from other employees, but remains unable to work due to that catastrophic event (i.e., the accident or illness that led to the employee being eligible to receive the donated leave) and is placed in unpaid status, the District shall pay the full health and welfare premiums for that employee through the end of the school year in which the leave commenced. In no event shall the District be responsible for more than $5,000, in total, per school year towards premiums.

C An employee who is on an approved unpaid leave of absence may elect to continue the regular Employee Benefits coverages provided by this Article pursuant to the rules of the respective providers. The employee shall be required to make the required payment or payments to continue benefits coverage.

Retiree Benefits

D An employee who retires into the California State Teachers Retirement System ("CalSTRS") from District employment shall be eligible to continue coverage under the District's medical insurance program as follows:

1. In order to qualify for this benefit, the employee must be a permanent, regular certificated employee of the District and must be 55 years of age or older at retirement. The employee must have fifteen (15) years or more of full-time service in the District and must retire directly into CalSTRS from District service. An employee who has been designated by CalSTRS as a disabilitant shall qualify for this benefit if he or she meets the service requirement. The employee must not be eligible for Medicare.

2. The District will provide $9,437.00 for the purchase of one of the employee benefits plans on behalf of a qualified employee and his or her eligible dependents until the employee is eligible for Medicare or reaches age 65, whichever occurs first.

3. Providing the benefits set forth in paragraph D. of this Article is contingent upon the continued agreement of the medical insurance provider to insure retirees and eligible dependents.

4. Contingent upon the continued agreement of the dental and vision insurance providers, an employee may continue dental and vision insurance coverages. In order to receive coverages pursuant to this paragraph, an affected employee is required to make payments to the District on a schedule established by the District.

5. Subject to the continued agreement of the insurance providers, the insurance programs set forth in paragraph D, inclusive, of this Article will be available to employees who retire from the District directly into CalSTRS but who do not meet either the age or District service requirement in order to be eligible for the District's contributions. In order to receive coverage pursuant to this paragraph, an affected employee is required to make payments to the District on a schedule established by the District.

ARTICLE 15

SALARY

A Each employee shall be compensated at the appropriate placement on the Certificated Salary Schedule. The Certificated Salary Schedule for the current school year is attached as Appendix A. For the 2025-2026 school year, the Certificated Salary Schedule shall be increased by three percent (3%) on schedule and three percent (3%) off schedule. The off schedule payment will be made to each certificated unit member employed by the District on June 5, 2026.

1. The stipend amounts set forth in Appendix A for the Induction Support Provider shall not be increased by the percentage increase that is applied to the Certificated Salary Schedule. Additionally, the stipends for the Induction Support Provider are contingent on the state recognizing and funding the support of the programs. Note: A Stipend Committee will be reviewing and making recommendations regarding Appendix A.

2. Compensation for assigned extra duties is listed in the Stipend Schedule which is attached to this Agreement as Appendix B and B-2. The amounts set forth in Appendix B and B-2 shall not be increased by the percentage increase that is applied to the Certificated Salary Schedule.

3. Counselors and Nurses who according to Article 7 have a regularly assigned work day of 8 hours shall receive one-sixth of the employee's salary in addition to their regular salary compensation on the Certificated Salary Schedule under Section A.

<u>Placement on the Salary Schedule and Advancement</u>

B All years of credit for teaching in a public school outside the District will be allowed for experience.

1. Up to five (5) years of credit for teaching in a nonpublic school may be allowed for experience if the employee had a California credential during that time.

2. Credit for military service is considered equivalent to one (1) year of experience. One (1) year of experience credit may be granted to an employee who has military service of at least one (1) year subsequent to the completion of credential requirements. If the employee was granted "step" credit for military service by the district of previous employment, that credit is to be retained but an additional year of credit is not allowed.

C An employee shall progress automatically from one step to the next available step each year. Progress from one column to another shall be by completion of the academic graduate credit.

1. A grade of B or better is required for advancement based on graduate credit, or "pass" if a pass/fail is the grading system required. All graduate units must be job related and approved by the District.

2. To qualify for progress to the higher column for the first semester of the school year, written notice of intention to do so must be filed before June 1st and transcript or grade verification furnished by October 31st. To qualify for movement to a higher column for the second semester of the school year, written notice of intention to do so must be filed before December 1st and a transcript or grade verification must be furnished by the employee on or before January 31st.

D The employee must be employed at least seventy-five percent (75%) of the prior school year as an employee of the District to qualify the employee for an experience step credit for the next school year. Each employee who works for an entire school year in a District-approved job-share arrangement or part-time assignment shall be eligible for one (1) salary step advancement for each two (2) years of service.

E Leave of absence for exchange teachers may be granted by the District, not to exceed one (1) of the teaching staff each year. Such employees granted leave of absence must agree to return to the District to teach one (1) year. That employee may progress to the next step on the schedule as though teaching in the District. Payment of salary will be decided by the District in conjunction with the exchange program.

F It will be the employee's responsibility to furnish adequate proof of experience and training, as specified by the District.

<u>BCLAD Stipend</u>

G An employee who possesses BCLAD or an equivalent certification shall be paid a stipend as represented on the Certificated Salary Schedule for the following levels:

- Level One - BCLAD certification.

- Level Two - BCLAD certification and using BCLAD with a designated student cluster of five (5) English Learner students and providing the required level of ELD instruction.

Extra Credential

H An employee who possesses a specialty credential and uses the credential in the performance of his/her job shall receive an annual stipend, as represented on the Certificated Salary Schedule.

Teaching Assignment During Preparation Period

I Each classroom teacher in grades 7 through 12 shall have one scheduled preparation period. An employee who is requested and assigned to teach a regular class at grades 7 through 12 in-lieu of the employee's preparation period or beyond the contract day (elementary school) shall be compensated as follows:

1. Every unit member assigned to a self-contained class in grades TK-6, shall have a minimum of one hundred twenty (120) minutes of planning/preparation time in addition to any scheduled collaboration time on early release Wednesday.
   a. Unit members shall be compensated at their hourly rate for the missed weekly preparation time.

2. Grades 7-12- one-fifth of the employee's regular salary placement when the school has a five (5) period teaching, excluding Advisory, one (1) preparation period scheduled for the semester on a monthly basis.

3. Grades 7-12 - one-sixth of the employee's regular salary placement when the school has a six (6) period teaching, excluding Advisory, one (1) preparation period scheduled for the semester on a monthly basis.

   The employee shall receive the above compensation for each day the employee actually teaches the additional period and for each day the employee is scheduled to teach the additional period but is absent on a paid leave.

J If students are assigned to an elementary (TK-6) teacher or teachers in lieu of hiring a substitute for another teacher's class, the teacher or teachers shall receive $10.00 per half-day for each student added. Counselors and TOSAs shall also be entitled to receive this pay when they are assigned such students up to a maximum of the unit member's daily rate. If students are assigned to a secondary (7-12) teacher and no period coverage is available and the students are assigned to a teacher who already has a class and students assigned during that period, the teacher shall receive $4.00 for each student added for that period. Counselors and TOSAs shall also be entitled to receive this pay when they are assigned such students up to a maximum of the unit member's daily rate. It shall be the responsibility of the unit member to complete and submit a timesheet requesting payment. The District will make every reasonable effort to hire a substitute for the absent teacher prior to assigning the absent teacher's students to another teacher's class.

K If unit members are assigned to additional coordinator duties, any additional work for such duties outside of the contracted work day shall be compensated at the unit members own hourly rate. Such coordinator positions may include but are not limited to, testing coordinator, Apex coordinator, CTE Lab Coordinator, and A-G course submission. The District retains absolute discretion in whether to assign such duties to unit members.

L Combination classes are classes in which certificated staff must adhere to the California Standards for the Teaching Profession when delivering instruction. Given, the differences in the educational program offered to students in grades TK-6 (self-contained) and students in grades 7-12 (departmentalized), a combination class shall be defined as follows:

1. General Education Classroom teachers in grade TK-6: general education classes made up of students from more than one grade level. Teachers assigned to such classes shall receive the Stipend set forth in Appendix B-2(F) which shall be prorated for service for less than a year.

2. Departmentalized Classroom teachers in grades 7-12: District designated departmentalized classes made up of more than one curricular area. District designated combination classes will be identified in writing and sent to the Association annually. The District shall notify the Association of its intent to create departmentalized combination classes with sufficient time for the parties to consult prior to implementation. Teachers at sites with five teaching periods assigned to such classes shall receive ten percent (10%) of the stipend referenced in Appendix B-2(f) per combination class per semester (prorated for less than a semester of service).
3. The Association and the District recognize the possible need for combination classes. Both agree that these shall be kept to a minimum. The Principal shall have the right to make combination class assignments. In the event that it is determined a need to establish a combination class the teacher assignment will be determined in the following order:
    - Solicitation of Volunteers
        - In the event that there are multiple volunteers for the same combination class, the principal shall give preference to the volunteer with the higher seniority.
    - Principal Assignment

4. The District will make a good faith effort to not assign teachers to combination classes in successive years.

5. A departmentalized combination class will not exceed 25 students.

ARTICLE 16

EVALUATION PROCEDURES

A The Association and the District agree that the following evaluation procedures shall be followed during the term of this Agreement. The provisions of this Article shall constitute the procedures to be utilized for the evaluation and assessment of the instructional performance of certificated employees as set forth in California Education Code section 44660, et seq., or successor, commonly known as the "Stull Bill."

1. The District shall provide evaluation materials to employees covered by this Agreement within thirty (30) work days following the beginning date of their assignment. The District will post (at each site) a copy of evaluation materials for employee's viewing five (5) work days prior to Instructional Objective conferences.

2. The employee and evaluator shall meet to discuss the instructional objectives and the measurement criteria to be used in the evaluation of the employee's performance, provided the employee is in an evaluation year. The employee, by September 30th, shall submit to the evaluator a plan for professional growth that aligns to the California Teaching Standards. (Counselors will set goals and be evaluated on ASCA standards.)

3. The evaluator shall review the employee's proposed plan for professional growth, revise, as appropriate, and shall provide the employee with a set of approved instructional objectives and measurement activities composed of those proposed by the employee and supplemented by the evaluator. The instructional objectives and measurement activities shall be incorporated in the annual, biannual, or five-year evaluations. The instructional objectives and measurement activities utilized in determining the level of the employee's performance shall be in conformity with the job description.

4. In the event the employee is in disagreement with the instructional objectives and measurement activities which the evaluator will use in judging the employee's performance, the employee shall be allowed to attach a statement to the instructional objective measurement activity documentation.

5. The evaluator shall conduct classroom instructional observations and gather other information related to the employee's performance which the evaluator believes to be related to (1) the objectives and measurement activities described herein, and (2) the criteria for employee evaluation and appraisal established by the District's guidelines to be utilized in maintaining a uniform system of evaluation.

    a. Employees shall be observed for the first observation by October 31st.

    b. Employees shall be observed for the second observation by February 28th.

    c. Employees shall receive, at least, ten (10) workdays notice of the formal classroom instructional observation.

    d. The Pre-Classroom Observation form shall be given by the unit member to the evaluator at least five (5) work days prior to the observation.

    e. The evaluator shall within ten (10) work days provide the employee with a written statement regarding the classroom instructional observation that the evaluator has conducted. The written statement shall contain a summary of the instructional activities observed and any suggestions for improvement.

    f. The classroom instructional observations and information gathering activities related to the employee's performance plan described herein shall be conducted at the discretion of the evaluator but with advanced notification to the employee.

6. The employee, at or near the mid-point of the instructional period, i.e., semester or year, upon request shall provide the evaluator with a written or oral progress report of the employee’s perceptions of the progress being made toward the achievement of the instructional objectives, and the progress being made toward the achievement of any other objectives contained in the employee's performance plan. No later than thirty (30) work days prior to the close of the school year, the employee shall submit a written report as to the achievement or non-achievement of the instructional objectives and any other objectives contained in the employee's performance plan.

7. The evaluator shall, not later than thirty (30) calendar days prior to the last day of school scheduled on the school calendar, prepare a written evaluation utilizing the District's evaluation form which shall contain an appraisal of the employee's performance. In preparing the evaluation document, the evaluator shall utilize only data that has been personally substantiated. Personally substantiated shall mean data that is personally observed and/or found credible by the evaluator. Data, other than observations during the formal observation, shall be documented and provided to the employee within a reasonable time prior to the summative evaluation conference. The employee shall have an opportunity to provide a written or oral response.

    a. The written evaluation document shall be transmitted to the employee in an evaluation conference.

    b. In the event that the evaluation document contains derogatory statements, the employee shall be provided with specific notice and shall be given an opportunity to prepare written comments related to the derogatory statements.

    c. The evaluation document and the employee's written comments, if any, shall be placed in the employee's permanent personnel file, which shall be housed in the District personnel file repository.

    d. If the employee is absent from work on the date scheduled for the evaluation conference and is not expected to return to work by the 30th day prior to the last day of school, the evaluator may transmit the evaluation to the employee by postal or electronic mail. In that event, the employee may, upon request, meet with the evaluator when the employee returns from the absence.

8. The evaluation and assessment of the performance of each certificated employee shall be made as follows:

    a. For a probationary teacher, at least twice during the first full school year of teaching and at least once during the second full year.

    b. For a permanent teacher, at least once every other school year except as provided in paragraph A.9.c of this Article.

    c. For a permanent teacher who has ten (10) years of service to the District, at least every five (5) years pursuant to the provisions of Education Code section 44664(a)(3).

B If the written evaluation indicates that the employee's job performance is not at an acceptable level, the evaluator shall describe the specific areas of weakness either in the evaluation or in a separate document. If the evaluation of a permanent employee contains three (3) or more "Not Meeting Standards" in any one of the Standards One through Five, the employee shall be referred to and shall participate in the Peer Assistance and Review Program ("PAR") as provided by Article 23.

1. Evaluator shall confer with the employee and make specific recommendations as to areas of improvements in the employee's performance and shall endeavor to assist the employee in the improvement of his or her performance.

C The content of the evaluator's classroom observation reports and annual evaluation appraisals shall not be subject to the grievance procedures contained in this Agreement. However, an alleged violation of the procedural process of this Article is within the scope of the grievance procedures.

Complaints Against An Employee

D Any complaint about an employee, which is deemed serious enough to adversely affect the employee's evaluation, shall be reported to the employee within five (5) work days following receipt of a written report of the incident giving rise to the complaint.

1. The principal's findings, made as a result of a public charge, which are serious enough to adversely affect the employee's evaluation and which will be placed in the employee's file, must be reduced to writing and presented to the employee for comments and signature indicating receipt within ten (10) work days following the incident giving rise to the findings.

2. Should the principal conduct an investigation into the complaint, the bargaining unit member may bring an Association representative if so requested by the unit member.

3. If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put his/her complaint into writing and submit the original to the employee with a copy to the employee's immediate supervisor. If no written complaint is received, the matter shall be dropped.

4. If the employee challenges the truth of the allegations contained in the complaint, he/she may dispute the allegations in a complaint in writing The principal or an investigator designated by the District shall review the complaint and the employee's response, and investigate the allegations as appropriate under the circumstances. If all of the allegations in the complaint are found to be unsubstantiated, they shall not become part of the employee's evaluation.

ARTICLE 17

EMPLOYEE DISCIPLINE

Discipline Procedures

A. The provisions of this Article shall not apply to a "Notice of Unprofessional Conduct" or a "Notice of Unsatisfactory Performance" as set forth in Education Code section 44938, or to any proceeding that arises out of the issuance of such a Notice. Disciplinary action shall be for just cause and shall be administered in accordance with the following:

B. Unit members shall be entitled to exercise their legal right to Association representation at any time throughout the entire disciplinary process.

1. If the employee elects not to be represented by an Association representative, the employee shall sign a statement to that effect.

C. The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 9 (Grievance Procedure) of the Agreement.

1. Notification and Investigation - Prior to issuing any of the progressive discipline measures, the unit member accused of misconduct shall be provided an opportunity to meet with the administrator investigating the alleged misconduct. This meeting shall be held no later than five (5) days after the alleged misconduct, incident or complaint against the unit member is reported to the District. In the case of a complaint against the unit member, the district will provide a copy of the complaint to the unit member.

i. The Superintendent or designee shall investigate the matter and shall discuss it with the employee or, if requested by the employee, with the employee and a representative within ten (10) work days after the matter has been brought to the of the Superintendent or designee.

ii. As a part of the investigation, the employee shall be notified in writing of the allegations and shall be given an opportunity to respond and to comment on the appropriate disposition.

iii. At the conclusion of the investigation, the Superintendent or designee shall give the employee written notice of the intended disciplinary action, if any.

2. Conference Summary - a conference summary shall be given to the unit member when they have been verbally warned about their actions. The conference summary can be in the form of an email summarizing the conversation. A Conference Summary will not be placed in the unit member's file.

3. Written Warning - Subject to 17.C above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings shall include a plan for improvement and a time table to support and monitor improvements. Written warnings shall be placed in the unit member's file

4. Written Reprimand - Subject to 17.C above, written reprimands will not be used unless the unit member has received written warning about similar actions within the last twelve (12) months. Written reprimands shall include a plan for improvement and a time table to support and monitor improvements. The unit member will sign the reprimand to acknowledge receipt and a copy shall be placed in the unit member's personnel file.

5. Suspension Without Pay - Subject to 17.C above, suspension without pay will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will relate to the severity of the action.

D. All information and proceedings regarding any of the above actions or proposed actions, shall be kept as confidential as possible by all parties to the proceeding.

ARTICLE 18

LEAVES

Bereavement Leave

A An employee covered by this Agreement shall be granted up to three (3) days compensated leave due to the death of a member of the employee's immediate family as defined in this Article.

1. If travel is required in excess of three hundred fifty (350) miles, the employee shall be granted two (2) additional days of compensated leave.

2. The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used.

Industrial Accident Illness Leave

B An employee covered by this Agreement who has sustained an illness or injury within the course and scope of their assigned duties shall be granted up to sixty (60) days compensated leave during the time when schools of the District are required to be in session or when the employee would otherwise be performing work for the District in any one fiscal year for the same illness or accident. This leave shall not be accumulated from year to year. Education Code section 44984.

1. An employee shall report an industrial illness or accident as soon as possible, normally within twenty-four (24) hours.

2. An industrial accident or illness leave shall commence on the first day the employee is absent from service due to an industrial accident or illness. The sixty (60)-day leave allowance shall be reduced by one day for each day of authorized absence regardless of whether a temporary disability indemnity award has been provided to the employee. If an industrial accident and illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave for the same illness or injury.

3. During any industrial paid leave of absence, the employee shall endorse to the District the temporary disability indemnity check received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants. Upon conclusion of this industrial paid leave, an employee may utilize any available sick leave benefits providing that any sick leave utilization, when combined with temporary disability indemnity, shall not exceed one hundred (100) percent of the employee's normal compensation.

4. An employee shall be deemed to have recovered from an industrial accident or illness, and thereby be able to return to work at such time as he/she provides the District with a release from an authorized Worker's Compensation physician certifying the employee's ability to return to his/her position classification without restrictions or detriment to the employee's physical and emotional well being or with restrictions that can be reasonably accommodated to enable the employee to perform the essential functions of his or her job.

5. The report of an industrial accident or illness shall be kept on file in the Business Office.

6. The benefits provided in this section are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave allotment of an employee who is absent for up to 60 work days as the result of an industrial accident or illness. In the event a dispute arises regarding an industrial accident or illness, no leave shall be granted until a determination has been made regarding the case by the State Compensation Office of Appeals Board. While this dispute is pending, sick leave benefits as prescribed in this Agreement shall be provided. If the Appeals Board determines that the employee is eligible for industrial accident leave benefits, then any sick leave benefits utilized during the appeal shall be reinstated to the employee by the District.

Judicial and Official Appearance Leave

C An employee covered by this Agreement shall be granted, with compensation, leave for the purposes of regularly called jury duty, appearance as a witness other than a litigant in court in actions where the District is not a party, other than a litigant, or to respond to an official order from another governmental jurisdiction for the reasons not brought about through the connivance or misconduct of the employee. An employee shall suffer no monetary loss by reason of this service, but shall receive that portion of his/her salary which represents the difference between fees paid by the Court, or by the party requiring the appearance, and his/her regular salary. The employee shall request jury or witness fees at the time of service and shall tender such fees to the District.

Legislative Leave

D An employee covered by this Agreement who has achieved permanent status within the District and has been elected to the California State Legislature, shall be granted a non-compensated leave for the full term of the legislative office to which the employee has been elected.

Personal Leave

E An employee covered by this Agreement may be granted a non-compensated personal leave of absence for reasons not enumerated elsewhere in this Agreement, including but not limited to reasons such as child-rearing, health, study, or travel.

Personal Necessity Leave

F An employee covered by this Agreement who has sufficient accumulated sick leave credit shall be entitled to the use of his/her accumulated paid sick leave for circumstances that are of compelling personal importance which cannot be expected to be disregarded, which necessitate immediate attention, and cannot be dealt with during off-duty hours.

1. Personal necessity leave shall be granted, with no prior approval, for the following reasons only:

   a. Death or serious illness or a member of the employee's immediate family.

   b. Accident involving the person or property of the employee or the person or property of the employee's immediate family.

   c. Natural or man-caused emergency/disaster.

   d. If the illness or accident is a serious health condition as defined in the California Family Rights Act or Family Medical Leave Act, Personal Necessity leave will run concurrently with leave under those provisions to the extent the employee is eligible for CFRA/FMLA leave.

2. Prior approval is required for all other uses of this leave.

3. An employee may request to use up to three of the days without specifying the nature of the Personal Necessity.

4. Payment for each absence shall be made only upon submission of the appropriate leave form by the employee stating that the absence was due to a circumstance that constitutes a personal necessity within the meaning of paragraph F of this Article. An employee may not use any days of Personal Necessity to extend a weekend or holiday recess, for other employment or personal financial gain or to engage in a strike or other concerted activity. The District may deny the employee's request if the leave was not a personal necessity within the meaning of this section.

Sick Leave

G An employee working five (5) days per week for a full contract year shall be annually entitled to at least ten (10) fully compensated days sick leave for each year of employment on the basis of one (1) day per each month of employment. Employees covered by this Agreement working less than full time shall be entitled to sick leave in the same ratio that their employment bears to full-time employment.

1. Pursuant to Education Code section 44977, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty for an additional period of five school months, the amount deducted from the employee's salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a day- to-day substitute employee or the amount that would have been paid to the day-to-day substitute had one been employed or 50% of the employee's daily rate of pay, whichever is less.

   a. If the school year ends before the five-month period is exhausted and the employee remains unable to return to work, the balance of the five-month period is carried over to the following school year.

   b. As provided by Education Code section 44978.1, when the teacher exhausts the extended sick leave period, the teacher shall be placed on a re-employment list for a period of 24 months if the teacher is on probationary status, or for a period of 39 months if the teacher is on permanent status. The teacher's return to work shall be as provided by Education Code section 44978.1.

   c. The District shall make every reasonable effort to secure the services of a substitute.

   d. The District shall have the right to have the teacher examined by a District-appointed physician paid for at District expense.

   e. An employee is entitled to only one five-month period per illness or injury.

2. An employee is entitled to utilize sick leave benefits for disability related to pregnancy, miscarriage, childbirth, and recovery. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician. The employee's physician shall provide the District with written notification of the beginning and ending dates of the leave.

3. Pursuant to the provisions of Labor Code section 233, an employee may use one half of his or her available sick leave for the current year to attend to the illness of a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling of the employee.

4. Catastrophic Leave/Continuation of Pay status may be available to a certificated employee who has exhausted all full-paid sick leave pursuant to the provisions of Education Code section 44043.5, inclusive, as follows:

   a. An affected employee's pay pursuant to this provision shall consist of the amount of sick leave credit or extra duty credits that are donated to the employee by other employees.

5. Donations of sick leave credit shall be made in blocks that are equivalent to one day of leave for the donating employee. As provided by Education Code section 44043.5(d)(3), the transfer of eligible leave credits is irrevocable. An employee who donates sick leave credits shall be required to have a sick leave balance equivalent to 10 days following the donation.

6. If the employee who donates eligible time credits is at a different salary rate than the employee who receives the credits, the formula to be applied shall be: Donating employee's daily rate multiplied by number of days donated equals $X; $X divided by receiving employee's daily rate equals the number of time credits available to the receiving employee. By way of example:

   - Donating employee - Daily rate $300.00 donates two days: $300.00 x 2 days = $600.00 credit;
   - Receiving employee - Daily rate $250.00 will be entitled to:

     $600.00 credit $250.00 daily rate = 2.40 days of benefit credit.

7. The receipt of Donated time credits as provided by paragraph G.4 of this Article shall not serve to extend or modify the terms or limitations set forth in paragraph G.1 of this Article or Education Code section 44977. As set forth in Education Code section 44043.5(d)(1), time credits may be received by an eligible employee for a total of 12 consecutive months, which may extend beyond the time period set forth in paragraph G.1 of this Article or Education Code section 44977. However, at the written request of the employee, donated time credits shall be coordinated with differential pay during a period when the employee is on Extended Sick Leave in order to mitigate the impact of the deduction of the substitute's pay from the employee's regular pay.

a. The affected employee shall fill out an application form for catastrophic leave and shall attach a written statement and verification from a licensed physician or practitioner indicating the nature and extent of the illness or injury, the projected date of the employee's return to work, and a statement that the employee is medically unable to work due to the illness or injury.

8. Where the application is based on the catastrophic illness or injury of a member of the employee's immediate family, all required medical information, statements, and verifications shall be related to the affected family member. In addition, the employee shall attach a written statement indicating the circumstances that require the employee's absence from work.

a. The term "catastrophic illness or injury" shall be defined as set forth in Education Code section 44043.5(a)(1) which states:

"'Catastrophic illness' or 'injury' means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for the family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off."

Military Leave

H Military leave without pay shall be granted to any employee who is inducted into any branch of the Armed Forces of the United States for the period of said induction.

1. The employee shall be considered as if he/she were actively employed by the District during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent, provided, however, that time spent on said leave shall not count toward fulfillment of the time requirements for acquiring tenure.

2. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall be assigned to the same position which he/she held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

3. Military leave shall be granted under this policy according to the provisions of current and subsequent sections to the California Military and Veterans Code and current sections of the California Education Code.

Sabbatical Leave

I An employee covered by this Agreement may be granted a partially compensated leave of absence not to exceed one year for the purpose of professional study or travel which will be of direct benefit to the schools and pupils of the District. In order to be eligible for a sabbatical leave, an employee covered by this Agreement must hold a status of a permanent employee and have served not less than seven (7) consecutive years.

1. An employee who has been granted a sabbatical leave may not accept gainful employment without the prior written approval of the Superintendent. Further, an employee on sabbatical leave shall receive District compensation at the rate of fifty (50) percent of the salary that would have been received had the employee continued in active service.

2. It is hereby understood that an employee granted a sabbatical leave shall agree to comply with all reasonable rules and regulations prescribed by the District, including, but not limited to, the preparation of a comprehensive report, which shall include official transcripts of all completed course work, a complete travel itinerary, a recommendation of how the sabbatical leave results may be shared with students and staff, and the presentation of the complete file of all pertinent material either developed or collected during the leave and the recommendation for the use of the material to the benefit of the District students and staff.

3. The District agrees that the employee shall be reinstated to the classification held immediately prior to commencing the sabbatical leave unless the employee and the District mutually agree to an alternative classification.

4. The length of a sabbatical leave shall be not more than one (1) school year, nor less than one-half (½) school year. Not more than one (1) percent of the District's certificated staff may be granted a sabbatical leave during a given school year. The Superintendent shall make his recommendations on sabbatical leaves to the Board.

5. Applications for sabbatical leave for the next school year are to be in writing and filed with the District Office no later than February 1. Applications will be reviewed during the first (2) two weeks of February. A decision on the applications shall be made at a Board meeting in March.

6. Each successful applicant shall sign a written agreement specifying locations, study or travel schedules, and reports to be submitted upon return. The employee must remain in the employment of the District two (2) years upon return from a sabbatical leave. This agreement shall become a part of the employee's contract.

7. If the employee does not meet all of the conditions specified in this section when using or returning from Sabbatical Leave, the employee shall repay to the District all of the compensation or a portion thereof as determined by the District, that was paid to the employee during the leave.

Other Leaves and Absences

J A request for any leave of absence not covered by the terms of this Agreement may be considered by the District on an individual basis and at the discretion of the District.

K The term "immediate family" shall be defined as including, the mother, father, grandmother, grandfather, or grandchild of the employee, or of the spouse of the employee, and the son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, any relative living in the immediate household, registered domestic partner, or other adult who has had the primary responsibility for raising or care of the employee.

L. Parental Leave

1. Pursuant to Education Code 44977.5, during each school year, a unit member may use sick leave for purposes of parental leave for a period of up to twelve (12) workweeks. When a unit member has exhausted all available sick leave including all accumulated sick leave, and continues to be absent from duty on account of parental leave pursuant to Government Code 12945.2, the unit member shall be compensated at no less than fifty (50) percent of his/her regular salary for the remaining portion of the twelve (12) workweek period of parental leave.

2. The twelve (12) workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.

3. A unit member shall not be provided more than one (1) twelve week period for parental leave during any twelve (12) month period.

4. Parental leave shall run concurrently with parental leave taken pursuant to Government Code section 12945.2. The aggregate amount of parental leave under this Article and Section 12945.2 of Government Code shall not exceed twelve (12) workweeks in a twelve (12) month period.

5. Notwithstanding Government Code 12945.2(a), a unit member is not required to have one thousand, two hundred fifty (1,250) hours of service with the District during the previous twelve (12) month period in order to take parental leave. However, the unit member must have been employed by the District for at least twelve (12) months prior to the beginning of the parental leave.

6. Parental leave means leave for reasons of the birth of a child of the unit member or placement of a child with the unit member in connection with adoption or foster care of the child by the unit member.

M. Reproductive Loss Leave - Entitlement to Reproductive Loss Leave shall be in accordance with federal and state laws. Loss leave shall be unpaid, except that an employee may use accrued and available sick leave. Any such leave shall begin to run and run concurrently with any other leave available to the unit member under applicable provisions to this Agreement. The District may require appropriate verification of the need for such leave in accordance with the provisions of federal and state law.

ARTICLE 19

VACANT POSITIONS/REASSIGNMENT/TRANSFER

Definitions

1. A "vacant position" occurs when there are more certificated positions at a school site that the District intends to fill than there are assigned probationary or permanent teachers at the site. A vacant position may be filled by a reassignment, by transfer, by "other placement," or by employment of a new- hire. In cases of voluntary reassignments and transfers, the parties are committed to the placement of the best qualified applicant into each vacant position consistent with the provisions of this Article.

2. "Reassignment" is the change of an employee's instructional assignment within the same school site to another grade level (K-6) or to another subject matter (middle school-high school).

3. "Transfer" is the change of an employee's instructional assignment from one school to another school for all or part of a regular assignment.

4. "Involuntary Reassignment or Involuntary Transfer" is the change of an employee's instructional assignment that occurs as a result of a modification of the District's instructional program or services or a change of student demographics where the assignment change was not requested by the employee. An involuntary reassignment or transfer also may be made to assist in the improvement of an employee's job performance as a part of the evaluation process. An involuntary reassignment or transfer may not be made for arbitrary or capricious reasons. Excluded from the definition of an involuntary reassignment or transfer is a change of assignment pursuant to the operation of paragraph H, inclusive.

5. "Displaced Employee" is the least senior teacher at a site who, due to a loss of enrollment or program change at a school site, does not have an assignment at the same school site for the following school year or semester.

6. "Other Placement" is the placement of an employee in a vacant position when an employee returns to work following a leave of absence (paid or unpaid) of one semester or more, when an employee is brought back to work from a 39- month re-employment list, or when an employee is placed in the unit from a non-bargaining unit position.

Posting and Applications

B When the District determines to fill a vacant position, a notice shall be posted at the District Office, the main office at each school site, and shared to the Association leadership email. In addition, the Association President shall be provided with copies of the notice for posting on Association bulletin boards at each school site.

1. Vacancy notices shall be posted for at least five work days. The notice shall specify school site, grade level and/or subject matter, credentials required for the position, and any required qualifications for the position. The notice may include other qualifications (e.g., certificates, coaching) that will be considered in filling the vacancy.

C Any employee who satisfies the District's criteria (credentials and qualifications) may apply and be considered for the vacant position by submitting a written notice to the District Office prior to the deadline set in the notice. Any employee applicant who meets the credential or credentials requirement for a vacant position shall receive an interview, unless there is a "displaced employee" whose credential or credentials authorize service in the position.

1. A current employee seeking a voluntary reassignment/transfer to a position within their current job title must provide notice to the district in writing.

2. A current employee seeking a voluntary reassignment/transfer to a position outside their current job title must provide notice to the district in writing and submit a full district application.

D The District shall consider employee applications on the basis of each applicant's:

•degree or degrees and credential or credentials;

•specialized aptitudes, training, skills, and experience (including recency) as they relate to the posted qualifications;
•length of service with the District; and

•other qualifications related to the position offered by the applicant for consideration by the District.

E An employee who has applied for a vacant position but was not selected shall be provided with the specific reason or reasons for the District's action. Upon request, the District's response shall be made in writing.

<u>Filling Vacant Positions</u>

F After applications have been filed and a determination has been made as to which employee applications, if any, satisfy the criteria, consideration shall be given (in order) to (1) voluntary reassignments and voluntary transfers, (2) assignment of displaced employees and other placements, (3) outside candidates, and (4) involuntary reassignments and involuntary transfers.

1. Voluntary Reassignment or Transfer: If the District determines that two or more applicants for a reassignment or transfer would equally satisfy the criteria for the vacant position, the most senior applicant shall be assigned to the position.

   An employee who is reassigned during the school year shall receive two days of release time (or substitute pay-in-lieu of release time) to spend in on-site preparation for the new assignment. An employee who is transferred during the school year shall receive three days of release time (or substitute pay-in-lieu of release time) to spend in on-site preparation for the new assignment.

2. Displaced Employee(s) and Other Placement: The order of filling a vacant position is determined by the seniority of the employee, except that an employee who is on the 39-month re-employment list must be appropriately credentialed and must satisfy the criteria for the position in order to be eligible for re-employment.

3. Involuntary Reassignment/Involuntary Transfer: An involuntary reassignment or transfer may be made when a vacant position falls within the scope of the employee's credential and the reassignment or transfer would satisfy the criteria for the position. Where all criteria considered are deemed equal by the District between two or more employees who may be subject to an involuntary reassignment or transfer, the least senior employee will be reassigned or transferred.

   a. An employee who is to be involuntarily reassigned or transferred during the school year shall be consulted prior to the action and shall be given at least 10 days advance written notice. The notice shall include the specific reason or reasons for the action. This consultation shall take place in person. The employee will be provided assistance in moving supplies and equipment to the new assignment. In addition, the employee shall receive three days of release time (or substitute pay-in-lieu of release time) to spend in on-site preparation for the new assignment.

   b. An employee who is to be involuntarily reassigned or transferred for the following school year will be given written notice prior to the last student day of the school year.

   c. An involuntary transfer or reassignment will not result in a reduction of an employee's base salary or health and welfare benefit contributions.

d. An employee who has been involuntarily reassigned or transferred may request a written statement of the District's reason or reasons for the action. The employee may make a written response to the district's statement. The response shall be placed in the personnel file with the district's statement.

G When a vacancy occurs after August 1st through the first two months of a given school year, the district reserves the right to hire a new employee without consideration of applications for voluntary reassignment or transfer for a specific position. The district agrees to implement the provisions of this paragraph only if the district determines that an internal reassignment or transfer would not be in the best interest of the district's educational program. When the district places a new hire into a specific vacant position without consideration of internal requests pursuant to the provisions of the paragraph, the specific position into which the new hire has been placed shall be posted as a vacant position for the subsequent school year. Paragraph M of this article will not apply for the new hire in the subsequent school year.

Miscellaneous Provisions

H Except in extenuating circumstances, an employee will not be reassigned or transferred to another grade level two years in a row and will not be reassigned or transferred more than one grade level.

I An employee who has been involuntarily reassigned or transferred after ratification of this Agreement shall be entitled to the right of first refusal if a vacant position in the assignment or discipline from which the employee was involuntarily changed occurs. The right of first refusal shall be for a period of 39 months or until the affected employee turns down an offer made under the terms of this paragraph, whichever occurs first. This provision shall not apply to an employee whose assignment was involuntarily changed for the improvement of job performance as a part of the evaluation process.

J The District agrees to maintain an up-to-date, district-wide certificated employee seniority list. The District and an Association representative will meet to determine the order of seniority for all probationary employees that have the same hire date in that year. For the purposes of this Article only, the order of seniority will be determined by placing all employees with the same hire date in a drawing at the annual new teacher luncheon. Each employee may be present and draw his or her seniority ranking or may designate the Association representative to draw the ranking.

L Except under extenuating circumstances, employees will receive notice of their assignment for the subsequent school year at least ten (10) work days before the end of the current school year.

M Site administrators(s) will meet privately with unit members whose assignments will change in the subsequent school year to inform said teachers about their reassignment for the following school year.

N Unit members whose assignments will change in the subsequent school year will receive two (2) days of preparation to occur prior to the beginning of their assignment, paid at their per diem rate. A unit member whose assignments will change within a given school year will receive three (3) days of preparation to occur prior to the beginning of their assignment, paid at their per diem rate.

O If student enrollment requires a change in the established grade level configuration (e.g., combination classes), a teacher whose assignment is changed as a result shall receive two days of release time (or per diem pay in-lieu of release time) if there is no change of classroom or four days of release time (or per diem pay in-lieu of release time) if there is a change of classroom to spend in preparation for the new assignment. Upon request, an employee whose classroom is changed will be provided assistance in moving supplies and equipment to the new classroom.

ARTICLE 20

PROCEDURE FOR CONSULTATION

A Pursuant to the provisions for the exclusive representative to consult on items specified in Government Code section 3543.2, the District and Association agree to establish a committee consisting of one (1) employee from each school site and at least two (2) administrators. The Exclusive Representative shall appoint the employees and the Superintendent shall appoint the administrators.

B The purpose of the committee shall be to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.

ARTICLE 21

CONCERTED ACTIVITIES

A It is agreed and understood that there will be no strike, work stoppage, slow-down, or other refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

B The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward

including all employees to do so. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

C It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

D It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in the District policy from any employee and/or the Association.

ARTICLE 22

EARLY RETIREMENT

A This Article provides that a certificated employee may retire early and, at the same time, enter into an Early Retirement agreement at the discretion of the District in accordance with the Education Code.

B Employees shall have reached the age of fifty-five (55) and have served a minimum of fifteen (15) years in the District. Employees wishing to participate in the Early Retirement Program shall submit a letter of application to the District by March 1 in order to be included in the program for the following fiscal year. Upon approval of the application by the District, the following procedures shall be followed:

1. The written agreement shall be prepared and offered to all applicants who have been approved by the District.

2. Approved applicants shall return the signed agreement by June 30.

C The deadline for completion of this provision shall be 15 work days from the date the agreement was offered.

D The District may extend the above-mentioned time requirements and notification dates at its discretion.

E The agreement for services shall be limited by the following provisions:

1. The term of the agreement shall be established by the District on an annual basis.

2. The agreement may be discontinued at any time by the retiree or the District upon receipt of written notice.

3. Participants in the Early Retirement Program shall be allowed to continue in the District-paid health plan in the same manner as regular full-time employees according to current eligibility requirements.

4. The agreement, including the compensation rate, shall be established by the District after the salary for this individual is negotiated with the Association.

F The contract services may include, but are not limited to:

- Curriculum writing.
- Planning and conducting in-service sessions.
- Evaluation of instructional materials and textbooks.
- Library or administrative assignments.
- Library services.
- Development of instructional materials.
- Planning and supervision of school-sponsored extracurricular activities.
- Evaluating and categorizing school and District records.
- Assistance in classrooms.
- Substitute teaching.

ARTICLE 23

PEER ASSISTANCE PROGRAM

A Peer Assistance/Participating Members

1. Unit members may request assistance with their teaching practice through voluntary peer assistance. At the District's discretion, the District may assign a Support Provider to assist the unit member receiving voluntary peer assistance. The District may also refer unit members to peer assistance.

2. Any documentation of the unit member receiving peer assistance will remain the property of the unit member receiving peer assistance and will not be placed in the member's personnel file. All communication and documentation between the member receiving peer assistance and the Support Provider will be confidential and will not be shared with other individuals, including the site principal unless the Support Provider has written consent from the teacher receiving peer assistance.

3. With the approval of the site administrator, Participating Members shall be released two (2) days per semester to participate in the Program and receive assistance and guidance from their Support Provider.

B Peer Assistance Support Providers

1. A Support Provider shall be a permanent unit member who agrees to be selected by the District to provide support to a Participating Member. With the approval of the site administrator, the Support Provider shall be released up to two (2) days per semester, per Participating Member for which the Support Provider is providing support, to observe, provide assistance, and guidance to the Participating Member.

2. Support Providers shall observe Participating Member(s) and meet with them to plan, provide support, and assistance. Support Providers shall assist Participating Members by demonstrating, observing, coaching, conferencing, referring, or providing other activities that, in their judgment, will assist the Participating Member. The Support Provider, in cooperation with the site principal, may arrange release time for participating Members to observe best practices or engage in other professional development activities.

3. Support Providers and Coaches shall receive a two thousand dollars ($2000) stipend per Participating Member annually as compensation. Compensation will be prorated to reflect when the Support Provider begins providing services to the Participating Member. Support Providers will be limited to providing support to no more than two (2) Participating Members.

INDUCTION

1. The District may choose to provide an induction program as defined by the state approved Induction Program Standards.

2. Eligibility shall be determined as defined by the CCTC and the California Department of Education program eligibility chart.

3. To the extent possible, participating teachers will be provided with a local coach selected from current unit members, to provide ongoing support for the program; if a local coach that meets the program requirements cannot be provided; a coach may be provided through an induction partner.

4. Local coaches will be selected using the process outlined in the Procedures for Stipend Positions.

5. In determining its selection of coaches, the District shall consider:

    a. Coaches must possess a clear credential and have a minimum of 3 years of exemplary teaching experience within an accredited K-12 California School
    b. Similarity of assignment to include level and department
    c. Length of service in the district
    d. Experience with teacher development and adult learning theory

6. Participating Teachers who meet the criteria set forth by the Induction Program Standards may be enrolled, with the consent of the District, in a 1-year early completion program.

7. Induction Coaches shall receive a two thousand dollars ($2000) stipend per Participating Teacher annually as compensation. Compensation will be prorated to reflect when the Coach begins providing services to the Participating Teacher. Coaches will be limited to providing support to no more than two (2) Participating Teachers.

8. In cooperation with the site administrators, coaches will arrange appropriate release time for themselves and the participating teachers as determined by Induction program requirements and participating teacher's needs.

ARTICLE 24

SUMMER SCHOOL

A A summer school program will be conducted at the discretion of the District. Summer school employment is contingent upon student attendance. Compensation for summer school work shall be at the District's hourly rate of pay as set forth in Appendix B-2 of this Agreement. When a unit member is assigned to serve as Summer School Dean, he or she shall be compensated at the rate of 130% of the Summer School hourly rate of pay.

1. The summer school work day shall be determined by the District by grade level based on State requirements and shall include at least one (1) duty-free break.

2. A summer school assignment shall be for at least twenty (20) days of instruction based on State requirements. In addition, each employee shall have one (1) paid day for program preparation.

3. A summer school teacher shall be entitled to utilize one (1) day of illness leave as provided for in Article 18

B No later than March 15 of each year, the District will consult with the Association on the development of Summer School schedules and programs.

C Potential summer school vacancies will be posted by the District at each school site no later than April 1. Requirements for consideration for summer school employment are:

1. An appropriate credential.

2. The criteria of Article 19, paragraph D, of this Agreement: Credentials; Evaluations; Recency of related course work; Experience, including non-teaching and recency thereof; A change of student enrollment necessitating staff changes; The preference of the employee; Affirmative Action goals of the District; The recommendation of the administrator where the vacancy exists should be one of the criteria, but not the sole criteria. All other criteria being equal, seniority shall be the deciding factor.

3. A letter of application to the District for the vacant position.

D Priority consideration shall be given to qualified employees before making offers of employment to first-year District employees who do not have teaching experience in the District or to qualified candidates from other districts. No employee shall be required to teach summer school.

E Summer school assignments shall be posted at each school site no later than June 1

ARTICLE 25

REPAIRING OR REPLACING EMPLOYEE PERSONAL PROPERTY

A The District shall reimburse an employee up to $500 for each incident, providing reasonable care has been exercised, for any reasonable loss, damage, or destruction of personal property of the employee while on duty, on school property, or on a school- approved activity, if not covered by insurance. The value shall be determined by the employee and the District. For the intent of this section, the definition of personal property includes, but is not limited to glasses, hearing aids, dentures, watches, or articles of clothing.

ARTICLE 26

PERSONNEL FILES

A Materials in personnel files of employees, which may serve as a basis for affecting the status of their employment, are to be made available for the inspection of the employee involved. Such material is not to include ratings, reports, or records, which (1) were obtained prior to the employment of the person involved, or (2) were prepared by identifiable examination committee members.

B Upon 24 hours' notice, a unit member may inspect these materials upon request provided that the request is made at a time when such person is not actually required to render services to the District. A representative of the Association, upon specific written approval of the unit member, shall be permitted to examine and/or obtain copies of materials in such unit member's personnel file.

C Information of a derogatory nature, except the confidential materials mentioned in the first Paragraph, will not be entered or filed in the personnel file of an employee unless and until the employee is given written notice and an opportunity to review and comment on it. An employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments. This review of derogatory materials will take place during normal business hours of the District but not at a time when the employee is required to render service to the District.

D The administrator or administrators who draft or place materials of a derogatory nature in a unit member's personnel file shall sign the material and signify the date on which such materials were prepared. Materials that are withdrawn, unsubstantiated, or unfounded shall not be placed in a unit member's file.

E Access to personnel files shall be limited to the members of the District Administration on a need-to-know-basis and confidential employees of the Human Resources Office. Board of Trustees members may request a review of a unit member's file at a personnel session of the entire Board of Trustees. The contents of all personnel files shall be kept in the strictest confidence.

F The District shall maintain the unit member's official personnel files in the Human Resources Office located in the District Office.

ARTICLE 27

EFFECT OF AGREEMENT

Complete Understanding

A The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties hereto. This Agreement specifically supersedes and replaces the prior collective bargaining agreement between the District and the Exclusive Representative, any and all Addenda to the prior collective bargaining agreement, and any and all other understandings, oral or written entered into between the District and the Exclusive Representative.

B The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

Printing of Agreement

C Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall provide the Association with a sufficient number of contracts for distribution to existing employees. The District agrees to provide any newly hired employees with a copy of the Agreement. New employees shall receive current copies at the time offers of employment are rendered.

Savings Provisions

D If any of the provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid except to the extent permitted by law. However, all other provisions will continue in full force and effect.

STRS Guidelines

E The parties agree that the District will not be liable to any certificated employee or CTA if STRS's guidelines change, or a future determination is made by STRS, precluding a retiree from receiving credit towards their retirement for the placement of their cost of health and welfare benefits on the Certificated Salary Schedule.

ARTICLE 28

COMPLETION OF MEET AND NEGOTIATION

A During the term of this Agreement, the Acton-Agua Dulce Teachers Association expressly waives and relinquishes the right to meet and negotiate, and agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter whether or not the subject or matter is referred to or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subject or matters were proposed and later withdrawn. The District agrees during the term of this Agreement not to change any working condition within the scope of bargaining without first notifying the Association, and if requested, negotiate the issue with the Association. This Article in no way limits the right of the parties to seek change with respect to a successor contract.

B If there is a change of the Education Code or other applicable law relative to a matter or matters set forth in this Agreement that has the effect of modifying or repealing a term of this Agreement, the District will notify the Association of the change in writing and, if requested, negotiate the issue with the Association.

ARTICLE 29

TERM

A This Agreement supersedes and replaces the prior Agreement which was in effect for the 2021-2024 school years. This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2027, and shall continue in effect year by year unless one of the parties notifies the other in writing of its request to modify or amend the Agreement. For the 2025-2026 and the 2026-2027 school years, each party shall have the right to re-open salaries, employee benefits, and two additional (2) articles. The parties agree that for the 2027-2028 school year, the entire Agreement will be open for successor negotiations.

a. For the 2025-2026 school year, TOSA's shall receive one-fifth of the employee's salary in addition to their regular salary compensation on the Certificated Salary Schedule under Article 15, Section A. Both parties recognize that this does not solidify nor confirm past practice. The association and the District agree to bargain the TOSA job description(s) and other factors related to the TOSA position(s), including salary, in the 2025-2026 bargaining cycle. TOSA's will continue to receive the one-fifth of the employee's salary in addition to their regular salary compensation on the Certificated Salary Schedule under Section A, until the association and District complete the TOSA negotiations or September 30, 2025, whichever comes first. The preceding sentence does not preclude a bargaining unit member from being compensated additional salary as per Article 15, Section I.

APPENDIX B

AADUSD PROCEDURES FOR FILLING STIPEND POSITIONS

Procedures for Stipend Positions

Stipend positions are paid as set forth in the Collective Bargaining Agreement. Priority is given to qualified certificated teachers currently employed by the district (Education Code 44919); however, certificated teachers are not guaranteed the positions. In the event the District chooses not to hire a certificated teacher, the position may be filled with classified staff or walk-on coaches. An employee who has applied for a vacant stipend but was not selected shall be provided with the specific reason(s) for the District's action. Upon request of the employee, the District's response shall be made in writing. Some positions require a certificated staff member, for example ASB Advisor, Grade Level Chair, Department Chair. To ensure efficient management of assignments, compliance, and budget monitoring, site administrators should adhere to the procedures set forth below in filling stipend positions.

SELECTING A CURRENT EMPLOYEE FOR A STIPEND POSITION

Annually at the beginning of the school year, site Administrators should review their site's list of stipend positions. The positions should be shared with staff during a staff meeting and posted at the site for five days.

Anyone interested in a stipend position must apply to the site administrator using the Stipend Position Application.

When an Administrator has selected a qualified and currently employed certificated or classified employee for a stipend position, they must:

Fill out a PR (Personnel Requisition) and send it to HR (Human Resources) to have the position placed on the PAR (Personnel Action Report) to be approved by the School Board at the next Board meeting. The PR is required as it is the official tracking mechanism to ensure employees have been properly processed through HR and the Payroll Department.

SELECTING A NON-EMPLOYEE FOR A STIPEND POSITION

If after posting for five days as noted above, an Administrator does NOT select a certificated or classified employee for a position, they must:

Send a PR for the position to HR so HR can post the available position on Ed Join for outside candidates.

Interviews must be held. The Site Administrator and/or Athletic Director will select qualified coaches, assistant coaches, volunteer coaches, etc.

Site administrator will notify HR of the selection.

HR will work with the selected person to obtain any required health and safety clearances (e.g. live scan, TB test etc.).

When HR clearance is complete, the Administrator will be notified.

HR will fill in PR with the candidate's name and place on the PAR to be approved by the School Board at the next Board meeting.

IMPORTANT: NO PERSONS ARE AUTHORIZED TO WORK WITH OR COACH STUDENTS UNTIL HR CLEARANCE IS COMPLETE. NO EXCEPTIONS. (EDUCATION CODE 45125)

Stipends Schedule
Acton-Agua Dulce Unified School District

High School	Stipend
Baseball, Varsity	$2,973.54
Baseball, JV	$1,927.78
Baseball, Assistant	$1,768.05
Basketball, Varsity	$2,732.44
Basketball, Assistant	$1,768.05
Basketball, JV	$1,927.78
Cross Country	$1,768.05
Cross Country, Assistant	$1,607.32
Football, Varsity	$3,777.20
Football, JV	$2,732.44
Football, Assistant	$2,250.24
Flag Football, Varsity	$3,777.20
Flag Football JV	$2,732.20
Flag Football Asst.	$2,250.24
Soccer, Varsity	$2,410.97
Soccer, JV	$1,822.15
Soccer, Assistant	$1,607.32
Softball, Varsity	$2,973.54
Softball, JV	$1,927.78
Softball, Assistant	$1,768.05
Swim, Varsity	$1,768.05
Swim, Assistant	$1,607.32
Track, Varsity	$1,768.05
Track, Assistant	$1,607.32
Tennis	$1,768.05
Volleyball, Varsity	$2,571.70
Volleyball, JV	$1,607.32
Volleyball, Assistant	$1,768.05
ESports	$1,082.12
Activities Director-Athletics	$4,057.94
Activities Director-ASE	$2,169.88
Cheerleader Advisor	$3,053.90
Cheerleader Liaison	$1,607.32
Class Advisor – 12th Grade Class	$2,165.27
Class Advisor – 11th Grade Class	$1,366.39
Class Advisor – 10th Grade Class	$1,124.98
Class Advisor – 9th Grade Class	$1,045.33
Dance Team Advisor	$1,477.09
Department Chair	$1,928.78
Yearbook	$2,812.43
WASC Coordinator	$1,607.81

Performing Arts Advisor	$1,687.45
Science Olympiad	$1,471.68
Playoff Bonus Head Coach	$288.92
Playoff Bonus Assistant Coach	$183.86

Middle School	**Stipend**
Spirit Squad Head	$1,607.32
Spirit Squad Asst	$541.06
Cross Country Head	$1,082.12
Cross Country Asst	$541.06
Varsity Girls Volleyball Head	$1,082.12
Varsity Girls Volleyball Asst	$541.06
Varsity Boys Volleyball Head	$1,082.12
Varsity Boys Volleyball Asst	$541.06
JV Girls Volleyball Head	$1,082.12
JV Girls Volleyball Asst	$541.06
JV Boys Volleyball Head	$1,082.12
JV Boys Volleyball Asst	$541.06
Varsity Girls Basketball Head	$1,082.12
Varsity Girls Basketball Asst	$541.06
Varsity Boys Basketball Head	$1,082.12
Varsity Boys Basketball Asst	$541.06
JV Girls Basketball Head	$1,082.12
JV Girls Basketball Asst	$541.06
JV Boys Basketball Head	$1,082.12
JV Boys Basketball Asst	$541.06
Varsity Flag Football Head	$1,082.12
Varsity Flag Football Asst	$541.06
JV Flag Football Head	$1,082.12
JV Flag Football Asst	$541.06
Varsity Head Girls Soccer	$1,082.12
Varsity Asst Girls Soccer	$541.06
Varsity Head Boys Soccer	$1,082.12
Varsity Asst Boys Soccer	$541.06
JV Head Girls Soccer	$1,082.12
JV Asst Girls Soccer	$541.06
JV Head Boys Soccer	$1,082.12
JV Asst Boys Soccer	$541.06
Dance Force Head Coach 4/5th	$1,082.12
Dance Force Head Coach 6-8th	$1,082.12
Varsity Track & Field	$1,082.12
Asst Track & Field	$541.06
Athletic Director	$2,705.30

Department Chair - 5th/6th	$1,928.78
Department Chair - Math/Science	$1,928.78
Department Chair - English/History	$1,928.78
Department Chair - Special Education	$1,928.78
Performing Arts	$1,009.24
ASB	$1,244.44
Talent Show	$487.82
Spelling Bee	$487.82
Yearbook	$1,082.12
Science School Coordinator	$1,471.68
Science School Teacher	$1,183.46

Elementary School	**Stipend**
Science Olympiad	$1,471.68
Student Council	$800.17
Talent Show	$487.82
Spelling Bee	$487.82
Yearbook	$904.70
Grade Level Chair PK/TK/K	$1,928.78
Grade Level Chair 1st/2nd	$1,928.78
Garde Level Chair 3rd/4th	$1,928.78
Head Coach	$541.06
Assistant Coach	$270.53

District	**Stipend**
Site Technology Coordinator	$1,687.45
Harmonic Bronze Director	$1,204.62
California Scholarship Federation (CSF) Advisor	$541.06
California Junior Scholarship Federation (CJSF) Advisor	$432.85
National Honors Society (NHS) Advisor	$541.06
National or International Trip Leaders	$2,164.24
National Board Certified Teacher	$1,082.12
VAPA Coordinator	$3,811.00
District Bilingual Coordinator	$4,753.02
Induction Mentor, PAR Supporting Teacher, Intern Supervisor/Supporting Teacher - Per participating AATA Member	$2,060.00
Peer Mentor Advisor	$2,000.00

Appendix B-2
STIPENDS TO BE PAID

The following stipends, not represented by the Stipend Schedule in Appendix B, will be paid at the rate represented below:

A. Hourly Rate: $47.60

B. District TOSA: $3,712.80

C. Department Chairs

1. Elementary School Department Chairs: There are three designated department chair positions. These department chairs are to be determined by the principal. These 3 department chairs are to serve on the leadership team.

2. Middle School Department Chairs: There are four designated department chair positions. These department chairs are to be determined by the principal. These 4 department chairs are to serve on the leadership team.

3. High School Department Chairs: There are four designated department chair positions. These department chairs are to be determined by the principal. These 4 department chairs are to serve on the leadership team.

D.	Leadership/School Site Council	Hourly Rate per A above
E.	Combination Class Stipend	$2,135.48
F.	Teacher in Charge	130% of unit member's regular hourly rate of (appointed in absence of principal) pay per hour served.

G. Home Hospital/Instruction Teacher

1. The hourly rate set forth in paragraph A shall be paid not to exceed 5 hours per student per week.

ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE - AATA
2025-2026 Increase 3%

Step	Column I	Column II	Column III	Column IV	Column V	Column VI
1	$56,860.81	$59,472.34	$62,083.96	$64,693.13	$67,304.74	$69,916.37
2	$59,472.34	$62,083.96	$64,693.13	$67,304.74	$69,916.37	$72,527.99
3	$62,083.96	$64,693.13	$67,304.74	$69,916.37	$72,527.99	$75,137.16
4	$64,693.13	$67,304.74	$69,916.37	$72,527.99	$75,137.16	$77,748.77
5	$67,304.74	$69,916.37	$72,527.99	$75,137.16	$77,748.77	$80,361.62
6		$72,527.99	$75,137.16	$77,748.77	$80,361.62	$82,970.78
7		$75,137.16	$77,748.77	$80,361.62	$82,970.78	$85,582.41
8			$80,361.62	$82,970.78	$85,582.41	$88,194.04
9			$82,970.78	$85,582.41	$88,194.04	$90,803.19
10				$88,194.04	$90,803.19	$93,414.82
11				$90,803.19	$93,414.82	$96,028.90
12					$96,028.90	$98,638.06
13					$98,638.06	$101,247.23
15			$84,152.92	$91,985.32	$99,820.19	$102,429.36
20			$85,459.42	$93,291.83	$101,126.70	$103,735.86
25			$86,580.88	$94,413.29	$102,248.16	$104,857.33
30			$87,699.31	$95,531.72	$103,366.59	$105,975.75

Hourly **$47.60**
Column I: Bachelor's Degree
Column II: Bachelor's Degree plus 15 graduate units
Column III: Bachelor's Degree plus 30 graduate units
Column IV: Bachelor's Degree plus 45 graduate units or Master's Degree
Column V: Bachelor's Degree plus 60 graduate units or Master's Degree plus 15 graduate units
Column VI: Bachelor's Degree plus 75 graduate units or Master's Degree plus 30 graduate units

Stipends
$500.00 Beginning the 15th year of service with AADUSD
$1,000.00 Beginning the 20th year of service with AADUSD
$1,500.00 Beginning the 25th year of service with AADUSD
$2,000.00 Beginning the 30th year of service with AADUSD

$1,285.50 Master's Degree:
Will pay unit members who have met the requirements and received a degree from an accredited college or university.

$2,060.00 Doctorate Degree:
Will pay unit members who have met the requirements and received a degree from an accredited college or university.

$1,980.23 CLAD Level 1:
Will be paid to unit members who possess the BCLAD credential and equivalent.

$2,639.90 CLAD Level 2:
Will be paid to unit members who possess the BCLAD credential and equivalent and who implements a bilingual program.

$1,208.19 Second Credential:
Will be paid to unit members who use the second credential in the performance of their employment

Monthly 11
Days 184

ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE - AATA NURSE
2025-2026 Increase 3%

Step	Column I	Column II	Column III	Column IV	Column V	Column VI
1	$69,480.53	$72,526.21	$75,573.89	$78,617.11	$81,664.79	$84,710.47
2	$72,526.21	$75,573.89	$78,617.11	$81,664.79	$84,710.47	$87,758.75
3	$75,573.89	$78,617.11	$81,664.79	$84,710.47	$87,758.75	$90,801.36
4	$78,617.11	$81,664.79	$84,710.47	$87,758.75	$90,801.36	$93,849.04
5	$81,664.79	$84,710.47	$87,758.75	$90,801.36	$93,849.04	$96,897.93
6		$87,758.75	$90,801.36	$93,849.04	$96,897.93	$99,941.16
7		$90,801.36	$93,849.04	$96,897.93	$99,941.16	$102,988.82
8			$96,897.93	$99,941.16	$102,988.82	$106,034.51
9			$99,941.16	$102,988.82	$106,034.51	$109,079.72
10				$106,034.51	$109,079.72	$112,125.41
11				$109,079.72	$112,125.41	$115,175.54
12					$115,175.54	$118,220.75
13					$118,220.75	$121,263.97
15			$101,123.29	$110,261.85	$119,402.88	$122,446.10
20			$102,429.79	$111,568.35	$120,709.39	$123,752.60
25			$103,551.26	$112,689.82	$121,830.85	$124,874.07
30			$104,669.68	$113,808.24	$122,949.28	$125,992.49

Hourly **$47.60**
Column I: Bachelor's Degree
Column II: Bachelor's Degree plus 15 graduate units
Column III: Bachelor's Degree plus 30 graduate units
Column IV: Bachelor's Degree plus 45 graduate units or Master's Degree
Column V: Bachelor's Degree plus 60 graduate units or Master's Degree plus 15 graduate units
Column VI: Bachelor's Degree plus 75 graduate units or Master's Degree plus 30 graduate units

Stipends
$500.00 Beginning the 15th year of service with AADUSD
$1,000.00 Beginning the 20th year of service with AADUSD
$1,500.00 Beginning the 25th year of service with AADUSD
$2,000.00 Beginning the 30th year of service with AADUSD

$1,287.50 Master's Degree:
Will pay unit members who have met the requirements and received a degree from an accredited college or university.

$2,060.00 Doctorate Degree:
Will pay unit members who have met the requirements and received a degree from an accredited college or university.

$1,980.23 CLAD Level 1:
Will be paid to unit members who possess the BCLAD credential and equivalent.

$2,639.90 CLAD Level 2:
Will be paid to unit members who possess the BCLAD credential and equivalent and who implements a bilingual program.

$1,208.19 Second Credential:
Will be paid to unit members who use the second credential in the performance of their employment

Monthly 11
Days 194
Hours 8

ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE - AATA COUNSELOR
2025-2026 Increase 3%

Step	Column I	Column II	Column III	Column IV	Column V	Column VI
1	$72,570.79	$75,758.41	$78,948.02	$82,133.05	$85,322.66	$88,510.28
2	$75,758.41	$78,948.02	$82,133.05	$85,322.66	$88,510.28	$91,699.88
3	$78,948.02	$82,133.05	$85,322.66	$88,510.28	$91,699.88	$94,895.21
4	$82,133.05	$85,322.66	$88,510.28	$91,699.88	$94,895.21	$98,074.51
5	$85,322.66	$88,510.28	$91,699.88	$94,895.21	$98,074.51	$101,265.41
6		$91,699.88	$94,895.21	$98,074.51	$101,265.41	$104,450.45
7		$94,895.21	$98,074.51	$101,265.41	$104,450.45	$107,640.05
8			$101,265.41	$104,450.45	$107,640.05	$110,827.67
9			$104,450.45	$107,640.05	$110,827.67	$114,014.69
10				$110,827.67	$114,014.69	$117,202.30
11				$114,014.69	$117,202.30	$120,394.50
12					$120,394.50	$123,581.52
13					$123,581.52	$126,766.54
15			$105,632.58	$115,196.82	$124,763.65	$127,948.67
20			$106,939.08	$116,503.32	$126,070.16	$129,346.64
25			$108,060.54	$117,624.78	$127,191.62	$130,376.64
30			$109,178.97	$118,743.21	$128,310.05	$131,495.06

Hourly **$47.60**
Column I: Bachelor's Degree
Column II: Bachelor's Degree plus 15 graduate units
Column III: Bachelor's Degree plus 30 graduate units
Column IV: Bachelor's Degree plus 45 graduate units or Master's Degree
Column V: Bachelor's Degree plus 60 graduate units or Master's Degree plus 15 graduate units
Column VI: Bachelor's Degree plus 75 graduate units or Master's Degree plus 30 graduate units

Stipends
$500.00 Beginning the 15th year of service with AADUSD
$1,000.00 Beginning the 20th year of service with AADUSD
$1,500.00 Beginning the 25th year of service with AADUSD
$2,000.00 Beginning the 30th year of service with AADUSD

$1,287.50 Master's Degree:
Will pay unit members who have met the requirements and received a degree from an accredited college or university.

$2,060.00 Doctorate Degree:
Will pay unit members who have met the requirements and received a degree from an accredited college or university.

$1,980.23 CLAD Level 1:
Will be paid to unit members who possess the BCLAD credential and equivalent.

$2,639.90 CLAD Level 2:
Will be paid to unit members who possess the BCLAD credential and equivalent and who implements a bilingual program.

$1,208.19 Second Credential:
Will be paid to unit members who use the second credential in the performance of their employment

Monthly 11
Days 194
Hours 8

ACTON-AGUA DULCE UNIFIED SCHOOL DISTRICT
CERTIFICATED SALARY SCHEDULE - AATA SOCIAL WORKERS
2025-2026 Increase 3%

Step	Master Clinical Social Worker	Licensed Clinical Social Worker
1	$7,004.00 monthly	$8,317.25 monthly
2	$7,144.08 monthly	$8,483.60 monthly
3	$7,286.96 monthly	$8,653.27 monthly
4	$7,432.74 monthly	$8,826.33 monthly
5	$7,581.40 monthly	$9,002.86 monthly
6	$7,733.02 monthly	$9,182.91 monthly

Stipends
$500.00 Beginning the 15th year of service with AADUSD
$1,000.00 Beginning the 20th year of service with AADUSD
$1,500.00 Beginning the 25th year of service with AADUSD
$2,000.00 Beginning the 30th year of service with AADUSD

$1,287.50 Master's Degree:
Will pay unit members who have met the requirements and received a degree from an accredited college or university.

$2,060.00 Doctorate Degree:
Will pay unit members who have met the requirements and received a degree from an accredited college or university.

Monthly 12
Days 204
Hours 8