CONTRACT OF AGREEMENT

BETWEEN THE

SIMI VALLEY UNIFIED SCHOOL DISTRICT

AND

SIMI VALLEY COUNSELORS ASSOCIATION

JULY 1, 2026 – JUNE 30, 2028

Simi Valley Schools

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Article 1: Terms of Agreement

1.1 This Agreement is made and entered into by and between the Simi Valley Unified School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Simi Valley Counselors Association (SVCA), CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."

1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."

1.3 This Agreement shall remain in full force and effect upon ratification of the Association and approval of the Board of Education through June 30, 2028.

1.4 In addition to Article 15 (Wages) and Article 16 (Health and Welfare Benefits), the Association and the District will each have two reopeners for the 2026-2027 and 2027-2028 school years.

Article 2: Recognition

2.1 The District recognizes the Association as the exclusive representative for the certificated employees as defined by Ed Code 44006 and/or 44065:

- Elementary, Middle, and High School Counselors
- College and Career Counselors
- Adult Education Counselors
- Alternative Education Counselors
- Counselors on Special Assignment

Article 3: Definitions

The terms "counselors" shall include any certificated employee in the Simi Valley Unified School District who is required to have, as a condition of employment, a pupil personnel services credential (Education Code 35300 and 44830) and is functioning in the role of a school counselor.

3.1 "District" is the Simi Valley Unified School District, its Board of Education, Administration, and other designated representatives.

3.2 "Association" means the Simi Valley Counselors Association (SVCA), CTA/NEA, its officers, and representatives. The Association is the exclusive representative of the certificated bargaining unit in the District.

3.3 "Immediate Supervisor" means the unit member's administrator, supervisor, or manager employed by the District who has direct responsibility for supervising and evaluating the Unit Member.

3.4 "Unit Member" means any certificated employee of the district who is included in the appropriate unit as defined in the Recognition Article of this Agreement and therefore covered by the terms and provisions of this Agreement.

3.5 "Day" means days the main district office is open for business.

3.6 "Contractual Day(s)" means day(s) during which unit members are required by contract to render service.

3.7 "Instructional Day(s)" means any day(s) pupils are present for instruction.

3.8 "Pupil-Free Day" means any day of service required of unit members for the purposes of staff development, preparation, planning, or other professional activity.

3.9 "Daily Rate of Pay" means the unit member's annual scheduled salary divided by the number of contractual days required by the Agreement for the purpose of developing a salary schedule.

3.10 “Hourly Rate of Pay" means the daily rate of pay divided by eight (8) daily contractual hours for the purpose of developing a salary schedule.

3.11 "Site" means a building or location where unit members work.

3.12 **“**Assignment**”** means the placement of a unit member at a specific site(s) or department(s).

3.13 “Classification Seniority” is defined as the first date of paid probationary service in a permanent position as a counselor with the district.

3.14 “District Seniority” is defined as the first date of paid probationary service in a permanent position as a certificated employee.

3.15 Assignment Classifications

- Elementary – Grades TK-5
- Middle School – Grades 6-8
- High School – Grades 9-12
- Alternative Education – Independent study and continuation high school
- Adult School
- Counselors on Special Assignment

3.16 Temporary Unit Member

A Temporary Unit Member is a certificated employee employed under a temporary contract pursuant to Education Code and who does not earn probationary or permanent status. Temporary unit members retain only rights guaranteed by statute, including written notice of temporary employment and the legal basis for the assignment, release and non-reelection rights, access to statutory leaves, all protections afforded by state and federal law related to nondiscrimination, harassment, retaliation, and workplace safety as well as the applicable protections for temporary unit members set forth within the Agreement.

3.17 Probationary Unit Member

A Probationary Unit Member is a certificated employee serving in their first or second year of probationary employment pursuant to Education Code and who has not yet achieved permanent status. Probationary unit members retain all rights guaranteed by statute, including evaluation, timely written notice of non-reelection, access to statutory leaves, due-process protections for disciplinary actions other than non-reelection, all protections afforded by state and federal law related to nondiscrimination, harassment, retaliation, and workplace safety as well as the applicable protections for probationary unit members set forth within the Agreement.

Article 4: Negotiations Procedures

4.1 No later than the month of March of the year in which this Agreement expires (or a mutually agreed upon earlier date), the Association and District shall submit their initial proposals to each other for a successor Agreement. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals.

4.2 No later than the month of March of each year of this Agreement (or a mutually agreed upon earlier date), the parties shall submit their initial proposals to each other for contract reopeners. The parties may open two (2) articles each year for the purposes of reopeners, exclusive of Health and Welfare Benefits and Wages. The District shall give proper public notice of such proposals at the first school board meeting following the submission of the proposals. Upon mutual agreement, the parties may open additional articles as necessary.

4.3 The parties shall commence to meet and negotiate on reopeners or a successor Agreement beginning no later than fourteen (14) days after the completion of the public notice requirements listed above. Any Agreement reached between the parties shall be reduced to writing and signed by them.

4.4 Within thirty (30) days of ratification of the Agreement by both parties herein, the District shall provide digital access to the Association for distribution to each unit member in the District. A digital copy of the Agreement will be posted on the District website. Both parties shall possess a digital copy of the Agreement.

Article 5: Grievance Procedures

The District and the Association have a shared interest to resolve concerns through open communication and collaborative problem-solving to reach resolution prior to initiating the formal grievance procedures. Issues not directly related to the Agreement shall be addressed through other established District complaint procedures and policies.

5.1 Definitions

5.1.1 A "grievance" is a claim by one (1) or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.

5.1.2 The "grievant" is the unit member, unit members, or the Association making the claim.

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

5.1.4 For purposes of grievance timelines, a "day" is any day in which the grievant is required by contract to render service.

5.1.5 “Immediate Supervisor” is the lowest level managerial person who has the authority to resolve the grievance and grant the remedy sought.

5.2 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise, from time to time, affecting the welfare or working conditions of unit members and the Association as defined by the Agreement. Both parties agree that these proceedings will be confidential.

5.3 Time Limits

5.3.1 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

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

5.3.3 In the event a grievance is filed at such a time that it cannot be processed through all the steps by the end of the school year, and if left unresolved harms a grievant, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is

practicable. The parties may mutually agree to continue to resolve the grievance during non-contract days.

5.3.4 Should the District not meet a timeline at any level, absent a mutually agreed upon extension, the grievance shall be elevated to the next level.

5.3.5 Should the grievant fail to adhere to the timeline provisions for appealing a grievance, the last decision rendered shall be final.

5.4 Rights of Representation

5.4.1 A grievant may be represented at all stages of the grievance by an Association representative(s).

5.5 No Reprisals

5.5.1 No reprisals of any kind will be taken by the District, or by any unit member or representative of the administration or the Board against any grievant, any party in interest, any bargaining unit member, the Association, or any other participant in the grievance procedure by reason of such participation.

5.6 Miscellaneous

5.6.1 The investigation and processing of grievances and arbitrations will be accomplished during the normal workday or a mutually agreed upon time if necessary. When it is necessary for a representative(s) designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, they shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.

5.6.2 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.

5.6.3 Forms for filing grievances, serving notices, filing appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by designees of the superintendent and Association. The forms shall be printed by the District and distributed by the Association so as to facilitate operation of the grievance procedure. The forms shall also be available electronically.

5.6.4 At any time, a unit member may present grievances to the District, and have such grievances adjusted, without the intervention of the Association, as

long as the adjustment is reached prior to arbitration and such adjustment is not inconsistent with terms of the written agreement. If any employee presents a grievance on their own behalf, the District shall notify the Association immediately of the filing and the Association shall have the right to be present and state its views at all grievance meetings. The District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response.

5.6.5 Grievances may be consolidated for purposes of arbitration by mutual agreement between the District and the Association.

5.7 Procedure

5.7.1 Informal Conference

5.7.1.1 Within ten (10) days of the occurrence or when the unit member became aware of the occurrence, the grievant shall report the matter to their supervisor and/or the involved management employee, who then has five (5) days after the informal conference to attempt resolution. The unit member has a right to representation by the Association at this and all subsequent levels of the grievance procedure if they so choose.

5.7.2 Level One Immediate Supervisor

5.7.2.1 If the issue is not resolved at the informal level, then the grievant must present their grievance in writing to their immediate supervisor within ten (10) days after the informal meeting. All grievances must be submitted in writing and must include the following: date of alleged violation, name(s) of unit members and administrators involved, article violated, attempt(s) at informal resolution, and remedy sought. The immediate supervisor shall meet with the grievant and/or designated Association representative within five (5) days of receipt of the grievance to discuss the grievance with the objective of resolving it. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest ten (10) days after receiving the grievance.

5.7.2.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if the supervisor does not respond within the time limits, the grievant may appeal to the next level.

5.7.3 Level Two Superintendent

5.7.3.1 The Superintendent or their designee shall meet with the grievant and/or designated Association representative to discuss the grievance with the objective of resolving it within ten (10) days of receipt of the

grievance appeal. The written grievance appeal shall include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for appeal. The Superintendent or their designee shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within ten (10) days of such meeting.

5.7.3.2 If the grievant and/or the Association is not satisfied with the disposition of the grievance or if the Superintendent or his designee does not respond within the time limits, the grievant may appeal to the next level.

5.7.4 Level Three Mediation

5.7.4.1 If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two, the grievance shall be referred to grievance mediation.

5.7.4.2 The grievant shall submit a request for mediation in writing to the Association and Superintendent. The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.

5.7.4.3 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance.

5.7.4.4 If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District which shall be binding on the District, the grievant, and the Association.

5.7.4.5 In the event that the grievant, the Association and the Superintendent or their designee have not resolved the grievance with the assistance of the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level Four.

5.7.5 Level Four Binding Arbitration

5.7.5.1 If the Association proceeds to arbitration, it shall notify the District in writing. Representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, the Association shall file a Demand to Arbitrate with the California State Mediation/ Conciliation Service of the Public

Employment Relations Board, or by mutual agreement, with the American Arbitration Association (AAA). The selection of the arbitrator and the arbitration proceedings shall be conducted under the rules as set forth by the arbitration agency and the arbitrator.

5.7.5.2 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, the arbitrator is empowered to include in any award such financial reimbursement or other remedies as they judge to be proper. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after they have had an opportunity to hear the merits of the grievance.

5.7.5.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

5.8 Expedited Arbitration

5.8.1 If mutually agreed upon by the Association and the District, the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such option shall accompany the Demand for Arbitration.

Article 6: Association Rights

6.1 The Association has the right under the Educational Employment Relations Act to represent unit members in their employment relations with the District. Nothing in this Agreement shall be construed as a waiver of such rights.

6.2 Representation: The Association shall have the right to use inter-site and intra-site electronic and regular mail facilities. For the purposes of this section, electronic mail shall be called "e-mail."

6.3 District Services

6.3.1 The Association shall have the right to use the District e-mail and regular mail service and Unit Member mailboxes including electronic mailboxes for communications to Unit members without interference, censorship, or examination of such communications by the District.

6.3.2 The Association office shall be a daily pick-up and delivery point for regular (non-electronic) district mail.

6.3.3 Unit members shall have the right to access private email accounts from District computers for the purpose of Association business.

6.4 Bulletin Boards

6.4.1 The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in a designated space for posting employee notices frequented by unit members.

6.5 Use of Buildings and Equipment

6.5.1 The Association shall have the right to use District buildings, sites, and equipment during all reasonable hours for meetings and other Association activities with advanced notice and approval by the appropriate administrator who oversees the requested space.

6.5.2 The Association shall have the right to use District educational technology equipment so long as such use does not interfere with the District's regular instructional program.

6.6 Access to Worksite

6.6.1 Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize district facilities at all reasonable times, provided such activities or use does not interfere with classroom instruction.

6.6.2 Every effort shall be made to give advance notice of a site visit to the school principal or administrator in charge.

6.7 Access to Information

6.7.1 The District, upon request by the Association, shall provide the Association, within ten (10) days, all available information concerning the financial resources and staffing of the District. In addition, the District, upon request, agrees to provide any other information the Association deems necessary to fulfill its role as exclusive representative.

6.7.2 The following new bargaining unit member information shall be delivered to the Association president in digital Excel format, or in any other mutually-agreed upon digital format, no later than 30 days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time Equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit “PIP” or College Internship, etc.)

6.7.3 On an ongoing basis when requested, during the school year, the District shall deliver to the Association an updated list of all information required in 8.7.2 above, as well as an indication that any unit member is on a leave of absence.

6.8 New Bargaining Unit Member Orientation

6.8.1 Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) 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. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire.

6.8.2 The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) calendar days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

6.8.3 The Association shall be provided no less than ninety (90) minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. District administration shall not be present during Association time, unless the Association requests specific administrators remain present.

6.8.3.1 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.

6.8.3.2 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.

6.9 Association Time at Counselor Meetings

6.9.1 To promote harmonious public employment relations, the Association shall be entitled to a minimum of ten (10) uninterrupted minutes at each quarterly district counselor meeting to communicate with bargaining unit members. This

Association time shall be for bargaining unit members only. District and/or school site administration shall not be present during Association time.

6.10 Appointment to District and Joint Committees

6.10.1 The Association shall select Unit Member representatives to District committees defined within this Agreement.

6.10.2 The Association shall select Unit Member representatives to all Association/District joint negotiation committees.

6.11 Release Time

6.11.1 The Association President or designee shall be provided (8) hours of release time per month at no loss of salary or other benefits.

6.11.2 Bargaining Team members shall be provided release time for negotiations and negotiations preparation at no loss of salary or other benefits.

6.11.3 Grievants, witnesses, and Association representatives shall be provided release time for grievance processing at no loss of salary or other benefits.

6.11.4 To avoid conflicts with school and/or District meetings, the Association shall inform the District of the dates and times of general membership meetings no later than September 1 of each school year.

6.12 Notice of, and Opportunity to Oppose, Third-Party Requests for Members' Information

6.12.1 The District shall notify the Association president and the impacted unit member(s) of any third-party request for unit members' contact information within two (2) days of receipt of the request. This includes, but is not limited to, California Public Records Acts requests for unit member disciplinary, evaluative, or other personnel-record information. The District will not release the request for seven (7) duty days so that the Association and impacted unit member(s) have a reasonable opportunity to object to the disclosure of the requested information and/or raise potential concerns before the employer responds to the requester and publicizes the information.

6.13 Presentations to the District School Board:

6.13.1 Duly authorized Association representatives shall be provided a standing agenda item at each regular public meeting of the District School Board to address the District School Board regarding Association issues.

6.14 Consultation

6.14.1 The Association has the right 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, as provided in Government Code section 3543.2(a)(2) when the content is within the scope of the roles and responsibilities of school counselors.

6.14.2 The District shall provide written notice to the Association that action on any matter of consultation, as defined herein and by the Educational Employment Relations Act (EERA), is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.

6.14.3 The Association may exercise its right to consult on proposed Board action(s) by initiating a demand to consult on the subject(s) when the action is within the scope of the roles and responsibilities of school counselors. The Association may also initiate the consult process on any matter within the scope of the roles and responsibilities of school counselors defined by the EERA.

6.14.4 Upon the Association exercising its right to consult, within five (5) days the parties shall meet to exchange information, options, proposals and provide recommendations.

Article 7: Management Rights

7.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive rights 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; ensure 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; lawfully contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to fix duties and responsibilities, establish positions, hire, assign, evaluate, promote, terminate, and discipline unit members.

7.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law. This does not limit, control, or deny the exclusive representative or other employee organization of their rights expressly set forth in the Act.

7.3 The District retains the right to amend, modify, or rescind policies and practices referred to in this agreement in the event of emergencies, limited however, to the duration of the emergency.

Article 8: Transfers and Reassignments

8.1 Definitions

8.1.1 Transfer

A transfer is the movement of a unit member from one work location to another work location, or from one program to another program. The transfer may include a change in grades or assignments as long as the move involves changing worksites.

8.1.2 Reassignment

A reassignment is the movement of a unit member from one assignment to another assignment or from one configuration to another within the same worksite.

8.1.3 District Seniority

District seniority is defined as the first date of paid probationary service in a permanent position as a certificated employee with the District.

8.1.4 Classification Seniority

Classification seniority is defined as the first date of paid probationary service in a permanent position as a counselor with the District.

8.2 Superintendent's Authority

8.2.1 The Superintendent is vested with the responsibility and the right to transfer a unit member from one school to another school at which the unit member is certificated to serve within the District when the Superintendent concludes that such transfer is in the best interest of the District, notwithstanding other provisions of this Article. The Superintendent, however, will exercise this authority only in rare and unusual situations, and such exercise of authority on their part is subject to the provisions of the grievance procedure.

8.3 Reassignment

8.3.1 The District retains the right under Education Code to reassign unit members within the school site to meet program and student needs. Reassignments shall not be arbitrary, capricious, retaliatory, or discriminatory. Upon request, a unit member shall be granted a meeting to discuss the reassignment.

8.3.2 Unit members may request a change in assignment from their direct supervisor for consideration in determining assignments for the following year. Requests for reassignments must be made by March 1 of each year.

8.4 Voluntary Transfer

8.4.1 A unit member may submit a request for a transfer/reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

8.4.2 Probationary and permanent unit members are eligible to request a transfer to the posted vacancy. Eligible unit members must apply in writing for a specific opening.

8.4.3 All eligible unit members who apply for a transfer shall be interviewed prior to outside applicants. All unit members who apply will have the right to be interviewed by the school or department's interview panel determined by the site/department supervisor in coordination with the Personnel Services Department.

8.4.4 Applicants may be selected or rejected in the best interest of the school's programming needs as determined by the principal.

8.4.5 If a unit member is not selected as a voluntary transfer, the unit member, may request a meeting with the administrator to discuss the reasons for the denial or request a written response.

8.4.6 Unit members returning from leave shall be afforded all rights provided under this section.

8.4.7 As voluntary transfers are at the request of the unit member, the District shall not be responsible for providing assistance in moving a unit member's materials.

8.5 Involuntary Transfer

8.5.1 Determination of Unit Members to be Transferred Other Than for Enrollment Reductions/Program Requirements:

The decision to make transfers of unit members will be verified by the Superintendent at the earliest practical date prior to the next school year in which such transfers will be effective. Specific assignments and transfer determinations will be the responsibility of the Superintendent upon information assembled by the Assistant Superintendent, Certificated Personnel. Involuntary transfers shall be made only in the best interests of the school system as determined by the Superintendent. Bargaining Unit members who are subject to an involuntary transfer will be afforded the opportunity, prior to the final decision, to a conference with management that may include a representative of the Association.

Except for transfers identified in 8.5.2, no unit member shall be involuntarily transferred more than once in a three (3)-year period.

8.5.2 Transfers Due to Enrollment Reductions/Program Requirements:

Unit members who must be involuntarily transferred because of reduced enrollment or program requirements will be chosen on the basis of least classification seniority. If the employee with the least classification seniority has specific skills, qualifications, and/or authorizations relevant to the school or department's student population or programming and their transfer would jeopardize the program of that school or department, the Superintendent may utilize skip criteria for the purpose of maintaining the continuity of the program.

8.5.3 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the District shall seek volunteers prior to making any involuntary transfer. Unit members who volunteer to be transferred will follow the protocols established in Section 8.4. The unit member who volunteers will be afforded an interview but not guaranteed the right to transfer. If an involuntary transfer becomes necessary and the volunteer(s) is not selected, the unit member with the least District classification seniority with the appropriate credential shall be transferred.

8.5.4 If a particular site is to be closed, unit members at that site shall be accorded first priority for filling any new or vacant positions at the site or sites to which the pupils at the closing site are being placed.

8.5.5 Unit members from the closed site shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential. Placement shall be made based on District classification seniority into remaining positions for which the unit members are qualified. If the number of available positions is insufficient to accommodate all displaced unit members, subsequent reductions shall be implemented in accordance with applicable layoff provisions.

8.5.6 Unit members returning from leave shall be afforded all rights provided under this section.

8.5.7 Unit members who are involuntarily transferred shall be provided two (2) days release time to prepare for and complete the transfer (one day outgoing/one day incoming).

8.5.8 The District shall provide assistance in moving a unit member's material whenever a unit member is involuntarily transferred.

8.6 Notification of Assignment

8.6.1 Each unit member shall be advised of their tentative assignment no later than June 1 of the preceding school year.

8.6.2 The tentative assignment shall remain in effect unless changes due to program changes, enrollment shifts, resignations, transfers, or other unanticipated circumstances occur. If the District proposes a change after the tentative notice, the unit member shall receive written notification of the revised assignment as soon as practicable.

8.7 Vacancies

8.7.1 A vacancy is any position that does not have a unit member assigned to it. This includes any vacated, promotional, or newly created position, including positions created by reconfiguration or restructuring and any supplemental programs offered by the District.

8.7.2 Vacancies that occur after unit members have reported to work for the calendar year shall not be eligible for voluntary transfers.

8.7.3 Upon knowledge of vacancies, the District shall announce the specific opening by distributing it electronically to all unit members and posting it on the District website for the following work year. The District shall also provide electronic notice in the same manner described above when vacancies arise during the summer recess. Unit members seeking transfer opportunities are responsible for monitoring postings during intersession periods. The vacancy posting shall contain the following:

8.7.3.1 A closing date which is at least five (5) working days following the posting date. If a vacancy occurs within two (2) weeks prior to the first reporting day for unit members, the District may reduce the posting period to no fewer than two (2) days.

8.7.3.2 A job description.

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

8.7.4 No assignment to fill the vacancy shall be made until after the closing date.

8.7.5 A unit member interested in transferring into the vacancy will be considered for the opening in the same manner as defined in Section 9.3 Voluntary Transfer.

8.7.6 The District shall give first consideration to qualified internal applicants for all posted vacancies through the Voluntary Transfer process defined in Section 8.4. The District retains the discretion to consider both internal and external candidates when filling vacancies.

ARTICLE 9: Professional Accountability and Evaluation

9.1. Purpose

The Association and the District agree that unit members' knowledge, skills, and professional practices develop throughout their careers. The purpose of the professional accountability program is to provide a formal communication tool for reflection and collaboration between unit members and their supervisors that promotes optimal performance, personal growth, and professional esteem.

The goals of professional accountability are:

- To promote student success and the improvement of school counseling programs and services.
- To stimulate professional growth aligned with the California Standards for the School Counseling Profession.
- To maximize effectiveness and performance.
- To assess progress toward organizational, school, department, and district goals.
- To provide a formal communication process for building trusting professional relationships.

9.2. Professional Standards

The District and the Association agree to adopt the California Standards for the School Counseling Profession for the purposes of this program. These standards provide a common language to prompt reflection about counseling practice, develop professional goals, guide improvement, and assess progress. The Standards shall establish the expectations for analyzing satisfactory performance of unit members.

9.3. Applicability of Standards

Unit members shall be evaluated using these negotiated professional standards and the District's approved Counselor evaluation instruments, rubrics, and documentation forms.

9.4. Responsibilities for Professional Conduct

Administrators and certificated staff shall be responsible for maintaining and modeling Professional Standards at all times. As administrators observe counseling practice and student support activities, they shall provide both

ongoing formative feedback and communicate any areas of concern aligned to the California Standards for the School Counseling Profession.

9.5. Assessment Cycle

The District shall conduct evaluations of probationary and temporary (non-permanent) unit members as required by Education Code. All unit members with non-permanent status shall be evaluated annually.

After achieving permanent status, a unit member shall be evaluated every other year. Per Education Code §44664(a)(3), after ten (10) years of service in a probationary/permanent assignment with satisfactory evaluations, a permanent unit member may, by mutual agreement with their administrator, be evaluated on a five-year cycle. If the evaluator withdraws consent, notice and identifiable cause shall be provided to the unit member in a timely manner.

A unit member who transfers shall retain their current evaluation cycle.

9.6 Evaluation Process Overview

The evaluation process for unit members is designed to promote professional growth, reflective practice, and high-quality student support services. At the beginning of each school year, all unit members review professional expectations, reflect on their practice, and identify goals aligned with the California Standards for the School Counseling Profession. Administrators and unit members engage in ongoing communication throughout the year, which include observations, feedback conversations, and discussion of professional growth activities.

For probationary and temporary unit members, the evaluation process includes additional opportunities for early communication about expectations and ongoing guidance to support effective transition into the assignment. Throughout the cycle, administrators provide feedback intended to clarify expectations, reinforce effective practice, and address areas needing improvement.

Midway through the cycle, progress toward goals and the impact of professional practice are reviewed, and plans for continued development are refined. The cycle concludes with a final reflection and a conference to review overall growth, discuss the effectiveness of counseling practice in meeting student and school needs, and complete required evaluation documentation. This process supports continuous improvement for all unit members while meeting evaluation requirements under state law.

9.7 Self-Assessment

Each year, all unit members (on- and off-cycle) shall conduct a Self-Assessment using the District's School Counselor Self-Assessment tool and develop goals aligned to the California Counseling Standards and school/department/district goals.

- Off-Cycle permanent unit members' shall complete and sign the Off-Cycle Professional Accountability Learning Plan for each off-cycle year.
- On-Cycle non-permanent and permanent unit members shall complete On-Cycle Professional Accountability Learning Plan and all of the required elements when on-cycle.

9.8 Professional Accountability Options

The professional accountability program for unit members shall consist of the following evaluation options:

Administrative-Mandated Option

This option applies to probationary, temporary, intern, and other non-permanent unit members. The unit member and administrator shall jointly develop goals. The administrator shall conduct a minimum of two (2) formal observations. Unit members shall complete all elements of the Non-Permanent On-Cycle Counselor Professional Learning Plan (goal setting; two research cycles; two formal observation cycles; reflection; and next steps of development). Administrators shall certify whether the unit member has met standards by the first Friday of March.

Administrative-Choice Option (Permanent On-Cycle)

Permanent on-cycle unit members shall complete two (2) formal observation cycles with an administrator. Unit members shall complete all elements of the Permanent On-Cycle Counselor Professional Learning Plan (goal setting; two research cycles; two formal observation cycles; reflection; and next steps of development). Administrators shall certify whether the unit member has met standards by the first Friday of May.

9.9 Assistance

Any permanent unit member identified as performing below Professional Standards may be placed on Assistance.

Prior to being placed in Phase 1 of Assistance previous discussions and one or more meetings between the unit member and administrator must be documented by a conference summary addressing the concerns.

1. Phase 1

The duration of Phase 1 shall be ten (10) contractual weeks. Before a unit member is placed in Phase 1 of Assistance, the administrator will use the following procedure to notify the unit member that there is/are problem(s) with the unit member's performance. A written notice will be given to the unit member which includes the following information (Appendix I):

- Area of concern(s) related to the California Standards for the School Counseling Profession (Identify Standard and Element)
- Date(s) concern was previously discussed
- Desired behavior in relation to the Professional Standard
- Recommendation & Suggestion(s) for Improvement
- Next Meeting Date

After the written notification is given to the unit member, follow-up observations and conferences between the unit member and the administrator will take place. The conferences will result in one of the following actions:

1. Placement in Phase 2 of Assistance
2. Problem resolved, return to current evaluation option;

If the problem is resolved, then no written record of the Phase 1 assistance shall be placed in the unit member's permanent personnel file.

A unit member placed back in Phase 1 will have all documentation placed in the permanent personnel file.

2. Phase 2

Duration of Phase 2 shall be a minimum of twenty (20) contractual weeks. Unit members in Phase 2 are not eligible for transfer. The administrator will provide specific guidance and support, and a written Assistance Plan. The Assistance Plan shall include the following, and shall become a part of the unit member's permanent personnel file:

- A statement of the problem(s) and existing concern(s).
- Specific objectives for the unit member.
- Specific methods and resources which the unit member will use to remedy the problem.
- Specific guidance that will be offered to the unit member.

If a unit member has corrected noted problems at the conclusion of Phase 2, they may be taken off Assistance at the determination of the administrator.

If a unit member does not agree with placement on an Assistance Plan, the unit member may appeal to the Assistant Superintendent of Personnel and the Association.

Unit members placed back in Phase 1 or are in Phase 2 of Assistance will be evaluated under the Administrative Mandated Option.

9.10 Documents and Appendices

All evaluation instruments, forms, and documents referenced in this article shall be maintained in the District's evaluation appendix and made available on the District website.

Article 10: Discipline

The District and the Association recognize the importance of maintaining a professional, supportive environment in which concerns are addressed promptly, fairly, and constructively. Whenever possible, supervisors and unit members are encouraged to engage in open communication, coaching, and collaborative problem-solving to resolve issues at the earliest stage. The District is committed to providing clear expectations, guidance, and opportunities for improvement before formal disciplinary action becomes necessary. Nothing in this section, however, prevents the District from initiating the disciplinary process at the appropriate level when warranted by the nature or seriousness of the conduct.

10.1 Right to Representation

10.1.1 Unit members have a legal right to union representation in any investigatory interview that they reasonably believe may lead to discipline. Administrators shall not deny a unit member's request for representation and shall schedule any such interviews within five (5) days.

10.1.2 Prior to any investigatory interview involving a unit member, the unit member being interviewed shall be made aware of the purpose of the meeting.

10.1.3 Supervisors may request a written response from a unit member as part of an investigation. If such a request is made, the unit member shall be afforded the same rights of representation as described above. The unit member shall also retain the right to an interview in lieu of providing a written response if the unit member is the subject of the interview.

10.2 The District retains the right to discipline unit members for just cause. If appropriate, progressive discipline shall be followed in cases of disciplinary action. The following steps will be utilized in sequential order; however, the process may be initiated at any level if, in the opinion of the supervisor, such action is warranted:

1. Verbal Warning: The bargaining unit member shall be verbally notified by their supervisor of a deficiency in their job performance and/or conduct.
2. Written Warning (Conference Summary): A meeting with the administrator and the unit member followed by a written Conference Summary shall be given to memorialize the meeting. The Conference Summary will not be placed in the personnel file unless further disciplinary action is required.
3. Letter of Reprimand: A letter of reprimand will be placed in the personnel file with notice of future possibility of appropriate discipline.

4. Further Action: Appropriate additional discipline may be issued which may include, but is not limited to, suspension with or without pay for a period of time not to exceed that which is specified in Education Code 44932.

10.3 Further Action:

The District may place an employee on paid administrative leave pending investigation or disciplinary review. Prior to the imposition of discipline other than paid administrative leave, the employee shall receive written notice of the proposed action, the reasons for the action, and the right to respond either in writing or in a meeting with the appropriate administrator.

10.4 Suspension Without Pay or Dismissal:

Any suspension without pay or dismissal shall be imposed only for causes listed in Education Code §44932 and shall follow the procedures set forth in Education Code §§44934–44944, including the right to a hearing before the Commission on Professional Competence.

10.5 Appeal Rights:

Disciplinary actions not covered by the statutory dismissal or suspension procedures may be appealed through the contractual grievance procedure.

10.6 Personnel File:

Unit members shall have access to their personnel files pursuant to California Education Code 44031.

Article 11: Hours and Adjunct Duties

11.1 Professional Work Year

11.1.1 Work Calendars

The District and the Association recognize that counseling responsibilities differ by grade span and program assignment.

Each year, counselors shall be notified by the District of the start and end dates for counselor assignments no later than June 1 for the following school year.

11.1.2 Counselor Work Year

Effective August 1, 2025, counselor work year calendars shall be established as follows:

- Counselors employed by the District in a counselor position prior to August 1, 2025, shall retain a grandfathered one hundred ninety-two (192) day work year for the duration of their continuous employment in the same counselor assignment level held as of August 1, 2025.
- Newly hired Elementary Counselors and Counselors on Special Assignment (COSA) hired on or after August 1, 2025, shall be assigned a one hundred eighty-seven (187) day work year.
- Newly hired Middle School Counselors and Alternative Education Counselors hired on or after August 1, 2025, shall be assigned a one hundred ninety (190) day work year.
- Newly hired High School Counselors hired on or after August 1, 2025, shall be assigned a one hundred ninety-two (192) day work year.
- The grandfathered one hundred ninety-two (192) day work year shall remain attached to the employee only while serving within the same counselor assignment level held as of August 1, 2025. A counselor who voluntarily transfers between assignment levels, including Elementary, Middle School, Alternative Education, or COSA assignments, after August 1, 2025, shall be placed on the applicable work year calendar for the new assignment and shall no longer retain grandfathered status. Counselors who are involuntarily transferred between assignment levels shall retain grandfathered status.
- In order to ensure the efficient opening and closing of the school year, all counselors within the same classification, regardless of calendar, shall have common start and end dates to their work year. For counselors

working less than a 192-day calendar, any less workdays shall be taken during the school year with administrative approval.

- A counselor who separates from District employment and is subsequently rehired shall be placed on the applicable work year calendar in effect at the time of rehire and shall not retain grandfathered status.
- Compensation shall be based upon the applicable counselor salary schedule and corresponding work year calendar established by the District.
- The District may direct and assign duties associated with the additional work days retained by grandfathered Elementary, Middle School, Alternative Education, and Counselor on Special Assignment (COSA) counselors. Such duties may include transition and articulation activities or meetings, orientation programs, registration activities, student support planning, and other related programmatic or student support services as determined by the District.

11.2 Workday and Responsibilities

11.2.1 Unit members shall be assigned an eight- (8) hour regular workday inclusive of a thirty (30) minute duty-free lunch period.

11.2.2 Counselor start and end times shall be determined by the Site Administrator in consultation with the counselors at each site. Start and end times may be staggered in order to align with the site's established regular office hours.

11.2.3 The District and the Association recognize that school counseling is a professional assignment aligned to the California Standards for the School Counseling Profession (CASC). Counselors' responsibilities may extend beyond the assigned workday and include duties necessary to support academic, mental health, social-emotional, and postsecondary development; maintain safe and supportive environments; and foster student connectedness. The following responsibilities apply to all counselors as part of their professional day. Specific distinctions are provided in recognition of grade-span program differences.

11.2.4 Activities considered part of a unit member's professional workday may include:

- All Counselors:
    - Attend staff meetings, collaboration meetings, district/site meetings, and professional development.

- Participate in grade-level/department meetings including PLC/PLT collaboration.
- Build strong, trusting relationships with families by communicating regularly, sharing relevant information, providing accessible resources, and offering referrals to school and community services.
- Participate in parent conferences and maintain regular parent/caregiver communication.
- Participate in Back to School Night, Open House/Showcase events, Orientation, Award Nights, and Graduation/Culmination ceremonies.
- Provide direct counseling services including individual, small-group, and classroom/academic guidance counseling services including:
    - Short-term, solution-focused individual counseling in the academic, social-emotional, behavioral, and college/career domains.
    - Data-informed small-group counseling aligned to identified student needs.
    - Classroom and schoolwide guidance activities supporting Tier 1 academic, SEL, and postsecondary readiness.
- Participate in threat and risk team assessments and take the lead when appropriate and/or necessary (i.e., when no other team members are immediately available to conduct a threat assessment). Counselors shall not be responsible for any student discipline that may result from such incidents.
- Participate in crisis team activities and re-entry planning.
- Provide workshops and presentations (e.g., college/career readiness, mental health, family education).
- Participate in Section 504 and IEP meetings as appropriate to provide academic, career, behavioral, and social-emotional input.

- In addition to the above responsibilities for all counselors, Elementary Counselors' professional workday includes:
    - Deliver Tier 1 classroom SEL and preventative lessons.
    - Participate in transition planning between grade and school levels.
    - Conduct student observations across settings such as playground, lunch, and transition periods as related to specific student concerns.
    - Provide lunchtime student services or student group sessions

- Actively participate in SST meetings as part of their on-going role in supporting specific students' social-emotional and behavioral needs.
- Provide before or after-school behavior interventions and supports

- In addition to the above responsibilities for all counselors, Secondary Counselors' professional workday includes:
  - Participate in counseling meetings, master schedule discussions, and course placement processes.
  - Provide academic planning, credit recovery guidance, and post-secondary advising.
  - Participate in registration, scheduling, orientation, and transition meetings and events.
  - Provide workshops (e.g., college and career education, financial aid workshops, mental health presentations).
  - Provide lunchtime student services or student group sessions one (1) day per week as scheduled in collaboration with site administration and based on student needs. Additional days to provide student services at lunchtime may be considered based on student need and in collaboration with site administration. The administrator has final approval of the lunchtime schedule and may adjust schedules and services when emergencies arise.
  - Maintain visibility and interact with students during their lunch period on days they are not scheduled to provide lunchtime services to students.
  - Serve as one of the LEA representatives for IEP meetings.
    - The District may use the number of Section 504 assignments as a factor in assigning LEA responsibilities for IEP meetings. Nothing in this section shall require equalization of assignments or limit the District's discretion to assign duties based on operational, compliance, and student service needs.
    - No counselor shall be assigned to serve as the LEA representative for IEP meetings more than any assistant principal at their site.
  - Coordinate, schedule, and facilitate (SST) meetings, including collecting data, collaborating with teachers and families, and documenting interventions, progress, and next steps.
  - Oversee and case manage all Section 504 processes, including scheduling meetings, leading the team, completing required

documentation, monitoring implementation of accommodations, and ensuring annual/ triennial reviews and compliance with district and legal guidelines.

11.2.5 The above list is intended as examples of professional responsibilities and is not intended to be a complete and comprehensive list of responsibilities.

Article 12: Caseloads

12.1. The Association and the District recognize that consistent implementation of counseling including Tier 1, 2, and 3 supports across counselor assignments promotes continuity and program coherence. The District and the Association recognize that caseloads are among the operational factors that may affect service delivery and shall be determined by the District in consultation with impacted unit members and in consideration of applicable standards, resources, and site needs.

12.2. The District and Association recognize that declining enrollment may impact counseling caseloads and site assignments.

12.2.1 Every effort will be made for the secondary counselor caseload average not to exceed 575 students not inclusive of alternative education counselors.

12.2.2 The elementary counseling program provides needed services for all elementary schools. Therefore, every effort will be made to provide each elementary school with at least one day of counseling services per week. With the exception of Title I counselors, every effort will be made to assign each elementary counselor to no more than three (3) sites based on enrollment and number of elementary campuses.

12.2.3 High School College and Career counselors will provide career exploration and post-secondary guidance and planning for all students. In addition to their specific College and Career counseling responsibilities, they may provide general counseling services for up to 5% of the student enrollment at the site they are assigned. This assignment shall be made in consultation with the counseling staff at that site. The College and Career counselor may support more than 5% of the student enrollment when mutually agreed upon. Secondary school counselors may also be required to provide additional general student counseling services for a limited term due to staff vacancies/absences at their site not to exceed the caseload average numbers identified above.

12.3. If the caseload maximum average is exceeded, the affected unit member shall notify the site administrator. The District and Association agree that when the caseload maximum average is exceeded, the District and Association shall meet to discuss plans for a variety of options that may be available to mitigate the possibility of increased caseload demands.

Article 13: Leaves

Employee requirements for the following leaves are covered in this article:

13.1 Personal Necessity Leave

13.2 Bereavement Leave

13.3 Funeral Attendance Leave

13.4 Maternity Disability Leave

13.5 Child Bonding Leave

13.6 Child Rearing Leave

13.7 Family Care Leave - [Family Medical Leave Act (FMLA)/California Family Rights Act (CFRA)]

13.8 Catastrophic Leave

13.9 Personal Illness Leave

13.10 Personal Leave

13.11 Industrial Accident and Illness Leave

13.12 Legal Commitments, Transactions, and Jury Duty

13.13 Military Leave

13.14 Victim of Violence Leave

Definitions:

Immediate Family: Immediate family includes mother, mother-in-law, father, father-in-law, spouse, son, son-in-law, daughter, daughter-in-law, grandparent, brother, brother-in-law, sister, sister-in-law, guardian, grandchild, anyone who served in the capacity as parent, or any person living in the immediate household of the unit member.

Child: A biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis as long as the child is under 18 years of age, or an adult dependent child.

Parent: A biological, foster or adoptive parent, a stepparent or grandparent who raised or helped raise an employee as a child, a legal guardian, or another person who the unit member has medical power of attorney.

Spouse: A husband or wife; it does not include persons who are only cohabiting.

Registered domestic partners: Same-sex partners at least 18 years of age sharing a common residence or same or opposite sex partners sharing a common residence where one or both of the partners are eligible for Social Security and if they are of opposite sexes, at least one is age 62 or older. In order to qualify as registered domestic partners, the partners must file a Declaration of Domestic Partnership with the California Secretary of State pursuant to Family Code Section 297.

13.1 Personal Necessity Leave

13.1.1 Unit members may elect to use up to seven (7) days of earned and accumulated sick leave annually. In claiming personal necessity, the member is certifying that such absence was used for reasons of compelling personal importance. Such use shall be at the discretion of the unit member. With just cause, the School District has the power and duty to review the determination of the unit member.

13.1.1.1 For the purpose of this section, “just cause” means that if there is an objectively demonstrable cause (that is, beyond a mere unsupported suspicion) to doubt that a compelling personal reason exists, the District has the “power and duty” to “review the determination” by requesting the reason for having taken the leave. If it is determined that no such reason or insufficient reason existed, the District may deny the pay for such leave time.

13.1.1.2 In the interest of establishing guidelines for utilization, the parties have further agreed that:

1. Whenever such utilization of leave time under Section 13.1.1 is anticipated in advance, reasonable advance notification of intent to take the leave shall be given.
2. Personal Necessity Leave, (absent of a compelling reason), should not be taken for the following reasons:
    - Vacation
    - Recreational pursuits
    - Political Activities (including strikes, demonstrations, picketing and lobbying)
    - Social Events (except for weddings, graduations, child’s school events, and religious ceremonies)
    - Seeking or engaging in remunerative employment/business

13.1.1.3 The parties further recognize that on relatively rare occasions the reason for the leave may be of such a highly personal and private nature that the unit member should not be expected to divulge the reason. In this event, the District shall accept the unit member's assertion of a compelling personal need, unless there is still cause for doubt. In that event, the matter will be referred to the Assistant Superintendent, Personnel Services, for determination in a private meeting between the unit member and the Assistant Superintendent of Personnel Services. Matters discussed in the meeting will not be recorded and will be kept in the strictest confidence.

13.1.2 Discretionary Personal Leave (“No Tell – PNT”)

During any school year a unit member may use up to three (3) days of accumulated sick leave as personal necessity days without stipulating the reason for the leave, to be herein referred to as discretionary personal necessity days, when possible, providing the District at least twenty-four (24) hours advanced notice. These days may not be used on staff development days nor the day before or after long weekends and/or holidays.

13.2 Bereavement Leave

13.2.1 Each unit member shall be allowed a leave of absence, with pay, for a period not to exceed up to five (5) days (not necessarily consecutive, but limited up to one year within one year from the date of death) when such absence is occasioned by reason of a death in the immediate family. If additional days are necessary, personal necessity days may be used.

13.2.2 Reproductive Loss Leave

13.2.2.1 Unit members who have been employed by their employer for at least 30 days prior to the commencement of the leave are entitled to take paid reproductive loss leave.

13.2.2.2 Reproductive loss leave includes but is not limited to, failed adoption, failed surrogacy, miscarriage, stillbirth, and/or unsuccessful assisted reproduction.

13.2.2.3 Unit members are entitled to take up to five (5) days following the loss. The five days do not need to be taken consecutively, but the leave must be completed within three (3) months of the reproductive loss. Unit members can take up to five (5) days for each qualifying reproductive loss, but no more than twenty (20) days of reproductive loss leave within a 12-month period.

13.2.2.4 A unit member can take leave following their own reproductive loss, or that of a person who would have been the parent of the child born or adopted.

13.3 Funeral Attendance Leave

Leave to attend the funeral of a close friend or a relative, must be approved in advance by the unit member's immediate supervisor. If the immediate supervisor denies such leave, the unit member may appeal the denial to the Superintendent and/or their designee. Time for the attendance is up to two (2) full days. This leave is independent of sick leave. For immediate family members, a unit member is granted five (5) days of Bereavement Leave as well as two (2) days for funeral attendance.

13.4 Maternity/Pregnancy Disability Leave

Maternity/pregnancy disability leave of absence shall be granted to any unit member who is required to be absent from duty because of pregnancy, miscarriage, childbirth, and recovery therefrom under the following conditions:

1. The length of the maternity/pregnancy disability leave, including the date on which the leave should commence and the date on which the unit member shall resume duties, shall be determined by the unit member and the physician, to coincide if feasible, with the beginning of a term or other appropriate break.

2. The unit member is entitled to use accumulated sick leave when physically disabled or otherwise incapacitated from performing duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. Use of sick leave benefits, under these circumstances, is restricted to cases of disability or related incapacity and must be verified by medical certification.

3. That period of leave when the unit member is not physically disabled or otherwise incapacitated from performing duties shall be without compensation unless otherwise provided for under Parental Leave.

4. A certificate of good health from the attending physician must be submitted prior to reinstatement following leave for maternity/pregnancy disability.

13.5 Parental (Child Bonding) Leave

In accordance with AB375, a unit member who has been employed with SVUSD for at least one year, and has exhausted all available sick leave and continues to be absent while taking maternity or paternity leave under California Family Rights Act (CFRA) shall be eligible to receive paid leave for up to a total of 12 school weeks (60 contracted days).

13.5.1 The 12-week period for Parental (Child Bonding) Leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of maternity or paternity leave pursuant to Section 12945.2 of the Government Code.

13.5.2 During the period of Parental (Child Bonding) Leave, the unit member is entitled to no less than fifty percent (50%) of the regular salary.

13.5.3 An employee shall not be provided more than one 12-week period per maternity or paternity leave per school year. However, if a school year terminates before the 12-week period is exhausted, the employee may take the balance of the 12- week period in the subsequent school year, within one calendar year of the birth or adoption of the child.

13.5.4 Parental (Child Bonding) Leave may begin once or after the mother has been released from pregnancy disability and cleared by her doctor to return to work. For the non- birthing parent, Parental (Child Bonding) Leave may begin on or after the date of the birth or adoption of the child.

13.6 Child Rearing Leave

An unpaid child rearing leave of absence may be granted to a unit member for the purpose of child rearing under the following conditions:

1. Once a unit member has exhausted Parental (Child Bonding) Leave (Section17.5) they shall have the right to apply for a leave without compensation for child rearing purposes.
2. A unit member on a child rearing leave may not attend school full time or be gainfully employed outside the School District full time during the hours that the unit member would have been working for the District. Such a leave shall not deprive a unit member of the opportunity to substitute in the School District.
3. The length of the leave, including the date on which the leave should commence and the date on which the unit member shall resume duties, will be arranged through coordination of the Assistant Superintendent, Personnel Services and the unit member, to coincide, if feasible, with the beginning of a semester.
4. The Board of Education, upon recommendation of the Superintendent, and in the best interest of the School District and unit members, may under special circumstances, use discretion in applying extensions of time as deemed necessary.

13.7 Family Care Leave

The Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act (CFRA) provide up to twelve (12) weeks of unpaid, job-protected leave to eligible unit members for specified family (Gov. Code 12945.2) and medical reasons. Unit members may be eligible for an additional twelve (12) weeks [up to twenty-six (26) weeks total] to care for a covered service member as defined in the Military Caregiver Leave under FMLA.

13.7.1 Eligibility

Unit Members are eligible if they have worked for Simi Valley Unified School District for at least one year, or and for 1,250 hours over the previous twelve (12) months.

13.7.2 Qualifying Reasons for FMLA/CFRA Eligibility

1. To care for the unit member's immediate family member (Definitions Section) who have with a serious health condition.
2. For the birth, adoption or placement of a child within the first twelve (12) months.
3. For the unit member’s own serious health condition.
4. To bond with a newborn, foster child or adopted child only within the twelve (12) months of after birth or placement of the child.
5. For certain qualifying exigencies when a unit member’s child, parent, spouse or domestic partner is on or called to active military duty.
6. To care for a spouse, child, parent or next of kin who is a covered servicemember with a serious injury or illness.
7. For a unit member’s Pregnancy Disability Leave (PDL) when they are disabled by pregnancy, childbirth or other related medical condition.

13.7.3 Terms of Leave for FMLA/CFRA

1. Family Care Leave shall not exceed twelve (12) work weeks [sixty (60) contract days] during any 12-month period.
   (i) The 12-month period shall begin with the date the that any employee's first Family Care Leave begins.
2. Family Care Leave under Federal Family Care and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) shall run concurrently except when leave is for pregnancy-related disability.

3. At the end of the FMLA Leave due to pregnancy or PDL Leave, the unit member may request up to twelve (12) weeks of unpaid California Family Rights Act (CFRA) leave to bond or care for the child. (refer to Section 13.5)

    (i) Bonding Leave under CFRA must be used within one year of birth or placement of the child. (refer to Section 13.5)

13.7.4 Pay & Benefits During Leave

1. Accrued sick leave can be taken pursuant to bargaining unit agreements and/or Board policy.
2. During Family Care Leave, the unit member is entitled to participate in the District's medical, dental and vision plans with the current employee contribution rate.
3. Upon expiration of the Family Care Leave entitlement, if additional unpaid leave is authorized, continuation of health care benefits coverage shall be allowed with the unit member paying all costs of coverage.

13.7.5 Requesting Leave

1. The unit member is required to provide medical certification from a health care provider, which includes:

    (i) The date on which the serious health condition began.

    (ii) An estimate of the amount of time the health care provider believes the employee needs to care for the family member.

    (iii) A statement that the serious health condition warrants the participation of the employee to provide care for the family member.

2. The unit member must provide thirty (30) days advance notice when the leave is foreseeable.
3. If leave is for planned medical treatment or supervision, the unit member shall make a reasonable effort to schedule leave to avoid disruption of District operations
4. If additional leave is needed when time estimated expires, the unit member must provide re-certification to include the above items.

13.7.6 Intermittent / Reduced Work Schedule Leave

1) Family Care Leave may be taken intermittently or on a reduced work schedule when medically necessary and in such a case, the unit member may be required to:

   (i) Take the leave for defined periods that do not exceed the duration of the planned medical treatment.

   (ii) Transfer temporarily to a different job with equivalent pay and benefits that can better accommodate recurring periods of leave.

   (iii) If the unit member requests leave for more than 20% of the total number of working days during the period of medical treatment, the District may require the employee to choose one of the two options above.

13.7.7 Recovery of Benefits

If the unit member fails to return from leave, they shall reimburse the District for the cost of medical benefits, except when the failure to return is due to the continuation, recurrence, or onset of a serious health condition qualifying for family care and medical leave, or other circumstances beyond the unit member's control.

13.7.8 Maintenance of Status

The unit member shall retain their employment status with the District during the leave period. The leave shall not constitute a break in service for purposes of longevity or seniority. For purposes of layoff, recall, promotion, job assignment and seniority related benefits, the unit member returning from Family Care Leave shall return with no less seniority than when the leave started.

If the District reduces its work force during the leave period and the unit member is laid off, the unit member is subject to the reduction in force process.

A unit member who takes leave has no greater right to reinstatement than if they had been continuously employed.

The District shall not discipline, discriminate, or retaliate against any unit member for exercising the right to Family Care Leave for themselves or another person.

13.7.9 Reinstatement

If Family Care Leave is taken for the unit member's own serious health condition, the unit member shall provide Personnel Services a health care provider's release verifying they are able to perform their essential duties. The release shall be submitted with as much advance notice as possible prior to the date of return.

If the verification includes work restrictions, an Interactive Process meeting shall be held prior to the unit member returning to work.

13.8 Catastrophic Leave

13.8.1 Definition

A "catastrophic illness" or "injury" is an illness or injury that is expected to incapacitate the participant for an extended period of time, or that incapacitates a member of the participant's immediate family which requires the participants to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the participant because they have exhausted all of their sick leave and other paid time off. Any leave for which the member has applied for workers' compensation shall be excluded from the definition of catastrophic leave. A participant is defined as any certificated employee in the district who has donated to the current bank.

The intent of this particular leave is to provide unit members economic relief for devastating personal health circumstances. Catastrophic leave may not be used for:

1. Elective Surgery
2. Personal necessity leave
3. Normal pregnancy
4. Substance Abuse Rehabilitation
5. Bereavement

13.8.2 Notification

Whenever possible, a unit member must submit a request for the additional days to Certificated Personnel Services at least fifteen (15) working days before they expect to exhaust all available sick leave. The unit member is required to submit a physician's verification to the Personnel office which clearly states the unit member is incapable of meeting the responsibilities of their normal work assignment due to devastating health circumstances of the employee or immediate family member, along with the anticipated length of time absent from work. If an

employee is incapacitated, applications may be submitted on behalf of the employee to the District by the employee's agent or member of the employee's family. The Assistant Superintendent, Personnel Services shall determine if the illness or injury meets the appropriate criteria and shall then inform the SVCA President that an employee has requested catastrophic leave. The Assistant Superintendent, Personnel Services shall arrange for a meeting of the Catastrophic Review Committee which will evaluate the request and make a recommendation to the Superintendent.

13.8.3 Review

The Catastrophic Review Committee shall consist of two (2) representatives appointed by the SVCA President and two (2) members appointed by the Superintendent or designee. If the committee unanimously determines the employee qualifies for a catastrophic leave, the employee will receive up to 50 sick leave credits (days), or up to 100 half day sick leave credits, depending on the amount of days needed to fulfill the catastrophic leave request. A unit member may only request these additional days, under this provision, once every five (5) years. Requested days may be used intermittently but must be used within a period of twelve (12) consecutive months. Any unused days from the designated amount will be returned to the bank after twelve (12) months. If the request is denied, the committee will indicate the basis of the denial for the request. Members of the committee shall keep the nature of the catastrophic illness or injury confidential.

13.8.4 Donation of Sick Leave Credit

13.8.4.1 The District and SVCA have created a Catastrophic Sick Leave Bank to alleviate a financial hardship for the certificated employee who qualifies for a Catastrophic Leave and has exhausted all of their available sick leave.

13.8.4.2 The enrollment period for the Catastrophic Leave Bank will occur from September 1 to September 30 each school year. The District will send a Leave Bank Donation Form to all certificated employees requesting a donation of one sick leave day to the catastrophic bank. Certificated employees are only eligible to participate in the Catastrophic Leave Program if they donate a day to the leave bank. (One day donation is equivalent to eight (8) hours per EC 44043.5.)

13.8.4.3 All donated sick days must be for full days and thereafter are irrevocable.

13.8.4.4 Transfer of donated sick leave credits will be honored only upon written authorization of the donor via the Donation Form. The written authorization shall acknowledge that the donor understands the transfer authorization is irrevocable and that the leave credits will not be available for certification to the retirement system and will therefore result in a reduction of the retirement service credit that would otherwise have been available at the time of retirement. The accrued leave credits shall be held in a “bank” available for approved participants for a catastrophic leave.

13.8.4.5 The Catastrophic Leave Committee shall continuously review the remaining days in the leave bank. If the number of days drops below 50, the Leave Bank Donation Form will be sent to all permanent certificated employees. Re-enrollment will be necessary for eligibility.

13.9 Personal Illness

13.9.1 Each full-time unit member is entitled to ten (10) days leave of absence for personal illness or injury per school year. A unit member who is employed less than full time is entitled to a proportionate amount of sick leave, in accordance with their contract.

13.9.2 Unit members may accumulate unused sick leave without limitation. Sick leave may be used to care for an immediate family member as referenced at the beginning of this article.

13.9.3 Certification of transferable sick leave by new District unit members coming from other California districts shall be made in accordance with Education Code Section 44979.

13.9.4 Total salary received from sick leave benefits and/or worker's compensation benefits shall not exceed the regular salary of a unit member.

13.9.5 Absence due to illness and/or injury for fifteen (15) or more days will be considered a health leave requiring a doctor's statement certifying the unit member's fitness for duty.

13.9.6 Normally, verification will not be required for short term illnesses. Verification may be required however, for absences of five (5) days or more, situations where there is a doubt as to the employee's fitness to return to work, or where the site administrator (or other applicable administrator) has reason to believe that there may be an abuse of sick leave.

13.9.7 Differential Sick Pay

13.9.7.1 During each year of contracted service, when a unit member is absent on account of personal illness, they shall be allowed full salary for that period of time equal to the balance of their accumulated sick leave. Compensation for continued absence beyond the expiration of accumulated sick leave within the school year shall be fifty percent (50%) of the regular salary, irrespective of substitute replacement for a period of time not to exceed a five-month period (100 days of differential sick pay) or return to duty, whichever occurs first.

13.9.8 Written certification from a physician or health advisor must be sent to the District at the beginning of the five-month period at half pay, along with a Request for Leave form where the absence is expected to be of extended duration. Upon return to duty, a unit member must provide their supervisor with an affidavit from a licensed provider per California Code of Regulations 11605, such as but not limited to a physician, chiropractor or church practitioner, certifying the unit member's fitness for duty.

13.9.9 A unit member is eligible for only one five-month period (100 days of differential sick pay) per illness or injury per year and if a five-month period is not completed by the end of the school year, the balance of days continue into the next school year. A new five-month period does not begin with the start of the next school year.

13.9.10 After a unit member has exhausted the five months of leave and is unable to return to work, the unit member shall be placed on a re-employment list for twenty-four (24) months if probationary and thirty-nine (39) months if permanent.

13.9.11 If, during the re-employment period, a unit member is able to return to work, they shall be reinstated in a position for which the unit member is credentialed and legally authorized to serve (Ed. Code 44978.1) Should current law governing five-month leave provisions change, either party may reopen this section of the Leaves Article.

13.10 Personal Leave

13.10.1 After five (5) years of service, excluding leaves, a unit member may apply for a leave of absence without pay. Employees shall make every reasonable effort to submit a request for personal leave on or before March 1 of the school year immediately preceding the school year in which the leave will occur.

13.10.2 The request for leave shall be evaluated on the basis of the instructional requirements and best interests of the school system as determined by the Board of Education.

13.10.3 Personal leaves may be for a period of up to one (1) year, with the option of requesting renewal for one (1) additional year. Renewal requests shall be evaluated using the same criteria set forth above.

13.10.4 A unit member may elect to continue all District health and welfare benefits at their own expense, and to the extent permitted by the applicable health care provider, at the active employees' premium rate.

13.10.5 Employees shall make every reasonable effort to notify the District on or before March 1 of each year whether or not the employee is contemplating resigning/retiring, seeking a renewal of a leave, or will be returning from leave.

13.10.6 At the expiration of the leave of absence, the unit member will be able to return to their most recently assigned school for up to one school year.

13.11 Industrial Accident and Illness

In accordance with Education Code Section 44984, industrial accident and illness leave shall be in effect for all unit members of the District according to the following provisions:

1. Allowable leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave shall commence on the first day of absence.
4. When a person employed in a position requiring certification qualifications is absent from their duties on account of an industrial accident or illness, they shall be paid such portion of the salary due them for any month in which the absence occurs as, when added to their temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a payment to them of not more than their full salary.
5. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a temporary disability indemnity award.

6. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused sick leave due them for the same illness or injury. Accumulated sick leave deduction will commence upon depletion of Industrial Leave. When all accumulated sick leave has been exhausted, the unit member will be granted one set of one hundred (100) days of fifty (50) percent pay.
7. Upon termination of the industrial accident or illness leave, the unit member shall be entitled to the benefits provided in Education Code Sections 44977, 44978 and 44983, and for the purposes of each of these sections, the unit member's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the unit member continues to receive temporary disability indemnity, they may elect to take as much of their accumulated sick leave which, when added to their temporary disability indemnity, will result in a payment of not more than their full salary.
8. During any paid leave of absence, the unit member may endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District, in turn, shall issue the unit member's appropriate salary warrants for payment of the unit member's salary and shall deduct normal retirement and other authorized contributions.
9. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, may travel outside of California but must continue to be available for authorized medical treatment and appointments.
10. The District reserves the right to secure proof of industrial injury or illness of a unit member. Before salary payments will be made to a unit member absent because of industrial injury or illness, a report of such an accident or illness, in the form required by the State Compensation Insurance Fund, must be on file in the Office of the Assistant Superintendent, Certificated Personnel.

13.12 Legal Commitments, Transactions, and Jury Duty

13.12.1 Court Summons

13.12.1.1 A unit member receiving a summons to appear in court as a witness will notify their principal or immediate supervisor. Appropriate arrangements will be made for covering their assignment during their absence.

13.12.1.2 A unit member entitled to leave without loss of salary will refund any pay, other than expense allowances, received for such appearances

to the Payroll Department upon receipt. The unit member's regular earnings will remain the same as though they had not been absent from work.

13.12.1.3 A unit member who is granted a leave without salary in order to appear as a litigant or a witness not under official order may elect to use sick leave for salary replacement providing they can demonstrate that their request meets the requirements of personal necessity leave. Two (2) days of advance notice must be given to the immediate supervisor.

13.12.2 Jury Duty

13.12.2.1 The District agrees to grant to unit members called for jury duty the standard required by law which is paid leave of absence for one day or one trial. Unit members selected for a jury shall notify their school administrator by the next contractual work day. The District shall pay the unit member the salary and the unit member is to remit to the District the amount received for jury duty, less the amount awarded by the Court for mileage and expenses. Unit members shall report to work during any day or portion thereof in which jury duty services are not required. When jury service is less than a half-day, unit members shall consult their administrators to factor in travel time, duty-free time, and sub coverage.

13.12.2.2 A unit member who receives notice to appear for jury duty during the school year may voluntarily postpone jury duty to non-work contract days (i.e. during summer, winter break and spring break) and shall be compensated at the current daily substitute rate for each non- contract day of actual jury duty served. The procedure for such postponement and compensation is as follows:

1. Attach a copy of the original jury duty notice, written statement concerning postponement, and signed official court validation for each day of jury duty served. Evidence of actual jury service, rather than telephone availability, must be submitted to the District.
2. Forward these documents to the school office manager or department administrative assistant.
3. For purposes of this article, unit members contracted to teach summer school are not eligible for jury duty compensation.
4. The District may require further verification of any/all of the above mentioned documentation.

13.13 Military Leave

13.13.1 Applicants for military leave shall make every effort to prevent their military obligations from conflicting with school duties.

13.13.2 Such absence shall not affect in any way the classification of such unit member with regard to District seniority. However, in the case of a probationary unit member, the period of absence shall not count as part of the service required as a condition precedent to the classification of such unit member as a permanent unit member of the District.

13.13.3. Within six (6) months after such unit member honorably leaves such service or has been placed on inactive duty, they will normally return to the school attended immediately prior to their leave in accordance with their seniority rights.

13.13.4 Compensation shall be paid as provided by Administrative Regulation 4161.5 Military Leave.

13.14 Victim of Violence Leave

Unit members who are victims of domestic violence, sexual assault, stalking, or a crime that results in physical or mental injury are eligible to use accrued leave. This leave may also be used if an immediate family member dies as a direct result of a crime. Accrued leave can be used to seek legal protection, attend court proceedings, obtain medical or psychological care, relocate, or support a family member affected by violence.

Article 14: Safety

14.1 The District is committed to maintaining a safe working environment, as provided by law, and that any reported safety concerns are addressed promptly and effectively. Unit members are expected to report safety hazards to their immediate supervisor no later than the next work day. Upon notification to the appropriate administrator, the District will attempt to eliminate or correct any unsafe or hazardous condition with utmost expediency. A status report identifying the nature of the problem and an approximate timeline for the solution will be provided to the affected unit members.

14.2 Weather/Temperature:

14.2.1 In the event that temperatures fall below 60 degrees F or rise above 85 degrees F for more than one (1) day, in the work stations assigned to a unit member, every reasonable effort shall be taken to rectify the problem and/or make provisions for alternative facilities on that school campus.

14.2.2 In compliance with California Code of Regulations, Title 8, Section 3396, the Indoor Heat Illness Prevention Plan applies to all indoor work areas where temperatures meet or exceed 82°F. Details of the District's procedures, responsibilities, and compliance measures are outlined in the Indoor Heat Illness Prevention Plan, which is maintained by the Risk Management Department and can be found on the District website.

14.2.3 When planning an outdoor event that cannot reasonably be moved indoors, supervisors will reference the established heat index guidelines and exercise professional judgment to respond to the weather conditions.

14.3 Hazardous Condition(s):

14.3.1The District shall notify the Association of all incidents where a unit member is injured in the workplace that triggers a leave under Article 13.

14.4 The District shall make every effort to ensure the following workspace standards are provided at each school site and maintained throughout the school year:

1. A designated private area that ensures confidentiality for conversations with students and families on days unit members are assigned to the site(s);
2. Locked storage, such as a dedicated file cabinet or equivalent secure space, for confidential student records and required materials; and
3. Office furnishings, including adult-sized furniture (e.g. chair, desk) and space for storing professional supplies.

14.5 School and Personal Property Liability Coverage

The District assumes liability for personal property that has been inspected, logged, and approved for educational use school use and verified on an annual basis by the site administrator. Only those items that have been formally approved and logged on the District's official form shall be covered under this Article.

Such liability shall not exceed $1000 per incident and shall only occur in the event of accidental damage (excluding careless use or normal wear and tear), theft, or vandalism of said property (as confirmed by a documented investigation report). Employees shall notify the site administrator of loss and/or damage within five (5) working days following discovery of the loss/damage to initiate the procedure for processing the claim.

The District agrees to make every reasonable effort to find and seek prosecution against persons who violate a unit member's person and/or property.

14.6 Workplace Violence Prevention Plan (WVPP)

The District shall maintain a safe and secure working environment for all employees through a comprehensive Workplace Violence Prevention Plan (WVPP), as required by California Labor Code. The WVPP outlines procedures for identifying and correcting potential workplace violence hazards, provides clear reporting and investigation processes, and ensures employee participation, training, and protection from retaliation. Supervisors and managers shall consistently enforce all WVPP provisions, and employees are expected to follow established safety directives. The plan shall remain active and reviewed regularly to ensure continued compliance and effective protection for all staff.

14.7 District Safety Committee

14.7.1 SVCA shall have the right to appoint representatives of their choice to an Advisory Committee whose purpose shall be to make recommendations to the District in the area of safety. The number of representatives will be equal to those of other employee groups whenever possible. This Committee shall serve under the leadership of the District's Safety Officer or designee.

14.7.2 The District shall meet and confer with the Association to facilitate the implementation of any changes to safety policies. Any changes that fall under the scope of bargaining will be negotiated.

14.8 Safety Standards and Procedures: It is mutually agreed that safety standards and procedures for enforcement are adequately cared for by other portions of governmental code and so shall not be duplicated within this Agreement.

Article 15: Wages

15.1 Initial Salary Placement

15.1.1 The District shall grant up to a maximum of six (6) years of full-time school-based counseling service credit for purposes of initial salary placement

15.2 Regular Rate of Pay

15.2.1 The regular rate of pay shall be paid in eleven (11) monthly installments.

15.2.2 Unit members shall have the option of receiving salary payments prorated in twelve (12) monthly installments.

15.3 Salary Schedule

15.3.1 The salary schedules shall be contained in Appendix *XX*

15.3.2 Any member possessing a Doctorate Degree shall be entitled to a $1000 stipend per year.

15.3.3 Individual unit members shall earn credit toward advancement on the salary schedule for each contractual year in which they provide services for at least seventy-five percent (75%) of the required workdays. This shall include any and all time a unit member may be on a paid leave authorized by law.

15.3.4 Anniversary Increments – Unit members shall earn anniversary increments according to the following schedule:

Year of Service	Anniversary Increments on Step 6
Beginning of 12th year	$789
Beginning of 15th year	$1580
Beginning of 18th year	$2368
Beginning of 21st year	$3160
Beginning of 24th year	$3947
Beginning of 27th year	$4738

Article 16: Health and Welfare Benefits

16.1 The District and Association have agreed upon health and welfare benefit coverages. Medical benefits shall consist of an HMO or PPO plan, dental plan, vision plan and life insurance policy.

16.2 Vision coverage for non-Kaiser plans is through VSP, and includes exams and materials allowance. The Kaiser plan includes eye exams, but materials are covered by VSP. Dental coverage for all HMO and PPO plans is provided through Delta Dental. All plans will include coverages for the unit member and their eligible dependents.

16.3 Booklets and Summaries for all HMO and PPO/dental/vision plans are available at the District web site: www.simivalleyusd.org under Benefits Information

16.4 Unit members who work at least 0.5 FTE are eligible for these benefits unless they are in a position that specifically excludes benefits.

16.5 Retirees and dependents shall have the opportunity to take part in the Health & Welfare benefit area as the law allows. (see Retirement Article)

1. Bargaining Unit Members may be charged a monthly fee (11 months/year) toward the cost of medical benefits.
2. Spouses/Domestic Partners of Bargaining Unit Members who are eligible for medical benefits through the employer of the Spouse/Domestic Partners and/or a retirement plan, at a cost less than or equal to $250 per month, will not be provided primary medical benefits through our District. However, they may remain on our plan for secondary coverage and be charged the Spouse rate (see chart).
3. Legacy Clause: Spouses/Domestic partners may continue with one medical plan if they were both SVUSD employees and were enrolled in CalPERS for the 2021 plan year. If one medical plan is chosen, the District agrees to waive the employee monthly medical contribution for medical benefits and the deductible. Married SVUSD employees may submit office visit co-pay receipts and other receipts toward meeting their deductible to be reimbursed by the District (no later than July 31st for the previous year). Per SISC policy if the Spouse/Domestic Partner ever has a break in the medical plan coverage, they cannot return to this benefit.
4. Per SISC policy, employees enrolling after Open Enrollment 2021, Spouses/Domestic Partners who are both employees of the District must have their own separate medical plan.

5. SVUSD uses the language from the California Secretary of State for domestic partners. Same sex couples who have a Domestic Partnership registered with the State of California qualify for all of our medical plans. In the case of opposite sex couples, one person must be 62 years of age or older to qualify.
6. Open Enrollment will occur each year. Employees will have the opportunity to evaluate the offered plans and be able to change coverage with an effective date of October 1.
7. A monthly medical contribution structure will be in effect, and shall be re-evaluated on an annual basis. The current structure can be found on the District website: www.simivalleyusd.org under Benefits Information.

16.6 When the cost of certificated HMO and PPO benefits to the District equals 18% of certificated monthly salaries, the two parties shall utilize a formula to negotiate a solution, with an equitable impact on employees for medical benefit cost containment for the District. The parties may modify the previous year's formula, plan offerings, and employee contributions with an annual MOU. Upon the annual release of insurance rates, the parties will evaluate the impact of HMO and PPO benefit costs for the subsequent year based on:

Prior year's unaudited actuals.

Prior year's HMO and PPO benefit increase.

(i.e. In September 2017 the two parties will convene to determine if the 18% threshold has been or will be met in 2018/2019 using the 2016/2017 unaudited actuals and the 2017 benefit year increase.)

When the threshold has been met or appears that it will be met in the subsequent year, the parties will come back to the table by May 1. If a resolution is not reached the District and SEA will go to impasse. If progress is being made, both parties may agree to add additional sessions before impasse is declared.

SVCA and the District commit to returning to the bargaining table after each rate increase in order to ascertain the impact of increases to the offered HMO and PPO plans. SVCA and the District also commit to exploring cost-containment ideas including "fair-share", plan design, and a 50/50 soft cap. Lastly, SVCA and the District commit to communicating the pressures facing future increase in total compensation (increasing STRS, declining enrollment, increasing medical, etc.)

If a decision is made to change health trusts, the parties agree to negotiate the change and the impact.

16.7 Compensation Bargaining Language

The District and Association (SVCA) recognize that certificated employees are compensated by the District for service by way of salary, health and welfare benefits, and statutory benefits that include STRS (retirement), Medicare and life insurance. The District and Association also recognize that any future compensation percentage increase impacts all compensation mentioned above.

Article 17: Retirement

To be eligible for one of the Retirement Program options the unit member must qualify with the requirements outlined below.

17.1 Medical Benefit Requirements

A unit member may only select one medical benefit option below and cannot switch to another option:

17.1.1 Unit members who retire between the ages of 55 and 61.5 years old and have ten (10) years of service in the District, the District shall pay $300 per month toward employee only health insurance premiums as allowed under the District provided Medical Health Plan (medical, dental, vision) up to Medicare eligibility.

17.1.1.1 If the premium of the plan selected by the retiree exceeds three hundred dollars ($300) per month, the retiree shall be responsible for paying the difference.

17.1.1.2 The retiree may also at their option, and subject to the conditions set by the insurance provider, purchase additional insurance for their spouse/dependents at their own cost.

17.1.1.3 If the retiree purchases their own medical insurance or in the event of relocation to an area not serviced by the selected District provided Health Plan, the District will pay the individual retiree's retirement benefit as outlined above upon receipt of evidence of coverage.

17.1.2 If the unit member with ten (10) or more years of paid active service with SVUSD retires at age 61.5 up to Medicare eligibility the District shall pay nine hundred ($900) per month toward employee-only health insurance premiums as allowed under the District provided Medical Health Plan (medical, dental, vision) up to Medicare eligibility.

17.1.2.1 If the premium of the plan selected by the retiree exceeds nine hundred ($900) dollars per month, the retiree shall be responsible for paying the difference.

17.1.2.2 The retiree may also at their option, and subject to the conditions set by the insurance provider, purchase additional insurance for their spouse/dependents at their own cost.

17.1.2.3 If the retiree purchases their own medical insurance or in the event of relocation to an area not serviced by the selected District

provided Health Plan, the District will pay the individual retiree's retirement benefit as outlined above upon receipt of evidence of coverage.

17.1.1.4 If an employee elects to obtain coverage outside of the SVUSD plan options, the employee must submit proof of payment to be reimbursed by the District no later than July 31 for the previous year.

17.1.3 Unit members with ten (10) or more years of paid active service with SVUSD who are already Medicare eligible at the time of retirement shall receive a reimbursement of up to three percent (3%) of their final base salary for two years to supplement their employee-only coverage for Medicare, if they submit their retirement/resignation form before the February 1 "early-tell" deadline. The retiree must submit proof of their Medicare payments to the District Benefits Coordinator within ninety (90) days of their active employee coverage termination date.

17.1.4 Combination Retirement Benefit. If the unit member ages into Medicare within one year after retiring from SVUSD and STRS/PERS, then they can take advantage of the monthly allotted amount when they are 63 and one month up to 65 outlined in 17.1.2. Then when the unit member is of Medicare age, they will receive the proportional amount towards Medicare outlined in 17.1.3 The total timespan will not exceed twenty-four (24) months.

17.2 Additional Requirements

17.2.1 The unit member must submit the District retirement /resignation form.

17.2.2 The unit member must retire from regular employment with the District and be officially accepted into the State Teachers Retirement System (STRS)/Public Employee Retirement System (PERS) prior to receiving the benefit. Acceptance shall be defined as monthly receipt of retirement income from STRS/PERS. Verification to the District Office shall be the responsibility of the retiree.

17.2.3 Retirees may elect to postpone the Retirement Program benefit to a later date. If a unit member ages into a different tier of medical benefits during the summer, then the unit member may delay filing STRS/PERS Retirement Paperwork to qualify for the next tier of medical benefits. In order to qualify for postponement, the employee's last STRS- eligible employer must be SVUSD.

17.2.3.1 The unit member may postpone their retirement date with STRS/PERS and qualify for SVUSD retiree medical benefits if they turn 61.5 by September 30th of the year they retire.

17.2.4 This Retirement Program benefit may not be used if the retiree elects COBRA.

17.3 February 1st "Early-Tell" Signing Bonus

17.3.1 Unit members who retire between the ages of 55 and 61.5 years old and notify the district by February 1 of their retirement, effective the end of the current school year, will receive a $1000 signing bonus.

17.3.2 Unit members who are 61.5 years of age or older and have fifteen (15) or more years of service with SVUSD shall receive a signing bonus equal to three percent (3%) of their annual base salary. This provision is only for unit members who provide signed resignation papers by February 1.

17.3.3 Per 20.1.3, unit members who are already Medicare eligible at the time of retirement shall receive a reimbursement of up to three percent (3%) of their final base salary for two (2) years to supplement their employee-only coverage Medicare coverage, if they submit their retirement/resignation form before the February 1 "early-tell" deadline. The retiree must submit proof of their Medicare payment to the District Benefits Coordinator within ninety (90) days of their active employee coverage termination date.

17.3.4 The Early-Tell Signing Bonus will be paid within the fiscal quarter of their retirement.

Article 18: No Unlawful Strike

18.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or 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 unit members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

18.2 The Association will take reasonable action to avoid such activity, and where such activity occurs, immediately inform unit members engaged in an activity described in 18.1 that they are in violation of this Agreement and order said District unit members back to work.

18.3 It is agreed that the Association, when meeting the requirements of this Article, shall not be liable for the unauthorized action of its unit members or other District employees.

18.4 It is agreed and understood that any unit member violating this Article shall be subject to discipline up to and including termination by the District.

18.5 In the event that the parties are unable to reach an agreement on the terms of this contract, and all statutory impasse procedures, including mediation and fact-finding, have been exhausted without resolution, this Article shall no longer be in effect in accordance with applicable state and federal labor laws.

Article 19: Savings

19.1 Nothing in this Agreement shall be construed to deny or restrict any rights the District or the Association may have under the Education Code, the Government Code, or other applicable laws and regulations. In the event of a conflict between this Agreement and statutory law, the law shall prevail, and the parties shall meet and negotiate the impact as required.

19.2 If a change in state or federal law results in an improvement of benefits or rights contained in this Agreement, such improvements shall be incorporated as of the effective date of the statutory change.

19.3 If a change in law reduces or eliminates benefits or rights contained in this Agreement, either party may request within ten (10) days of such change to meet and negotiate the impact of that reduction or elimination.

19.4 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

19.5 Upon mutual agreement, the parties shall commence negotiations regarding matters related to the contractual provision held contrary to law by a court of competent jurisdiction.

Article 20: Effect of Agreement

20.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over State laws only to the extent that such precedence is expressly permitted by State law; that where applicable, the Board Policies and Administrative Regulations shall be changed to conform to the provisions of this Contract.

20.2 In the event the District desires to change any of its Policies and/or Administrative Rules and Regulations affecting the unit members, not covered by this Agreement but within the scope of bargaining, it will, absent emergency conditions (unforeseen circumstances requiring immediate action to protect health, safety, or legal compliance), so notify the Association of its intentions prior to any such contemplated change.

The Association, within ten (10) days after receipt of such notification, may notify the District of its desire to negotiate on such contemplated changes in District Policies and/or Administrative Rules and Regulations.

Thereupon, the District shall enter into such negotiations with the Association for a period of thirty (30) calendar days [unless agreement is reached prior to the thirty (30) days]. If no agreement is reached within the thirty (30) day period, the District may adopt the change if it so desires

Article 21: Conclusiveness of Agreement

21.1 The parties represent that they know and understand that California law deems an implied covenant of good faith and fair dealing to be a term and condition of this Agreement.

21.2 During the term of this Agreement, the agreed-upon articles shall remain in full effect and shall not be subject to further negotiations, except as provided under "Term of Agreement", unless both parties mutually agree in writing to reopen specific provisions, or as otherwise allowable by law.

21.3 The District and the Association agree to an ongoing consultation process to address matters of mutual concern that may arise during the term of the Agreement. These consultations shall not constitute formal negotiations unless both parties expressly agree to enter into such negotiations.

2026-2027 Certificated Counselor Salary Schedule

Salary Schedule C1

Class	Days	Title	DAILY	STEP 1	DAILY	STEP 2	DAILY	STEP 3	DAILY	STEP 4	DAILY	STEP 5	DAILY	STEP 6
A1	187	Elementary Counselor	$524.39	$98,060.93	$543.39	$101,613.93	$562.34	$105,157.58	$581.53	$108,746.11	$600.51	$112,295.37	$619.50	$115,846.50
A1	187	Counselor on Special Assignment (COSA)	$524.39	$98,060.93	$543.39	$101,613.93	$562.34	$105,157.58	$581.53	$108,746.11	$600.51	$112,295.37	$619.50	$115,846.50
B1	190	Secondary Counselor - Middle School	$524.39	$99,634.10	$543.39	$103,244.10	$562.34	$106,844.60	$581.53	$110,490.70	$600.51	$114,096.90	$619.50	$117,705.00
B1	190	Secondary Counselor - Monte Vista	$524.39	$99,634.10	$543.39	$103,244.10	$562.34	$106,844.60	$581.53	$110,490.70	$600.51	$114,096.90	$619.50	$117,705.00
B1	190	Seconday Counselor - Apollo	$524.39	$99,634.10	$543.39	$103,244.10	$562.34	$106,844.60	$581.53	$110,490.70	$600.51	$114,096.90	$619.50	$117,705.00
B1	190	Adult Education Counselor	$524.39	$99,634.10	$543.39	$103,244.10	$562.34	$106,844.60	$581.53	$110,490.70	$600.51	$114,096.90	$619.50	$117,705.00
C1	192	Secondary Counselor - High School & *Counselors Hired Prior to 7/1/2026	$524.39	$100,682.88	$543.39	$104,330.88	$562.34	$107,969.28	$581.53	$111,653.76	$600.51	$115,297.92	$619.50	$118,944.00

*Grandfathered Position - Counselors hired into a counseling position prior to August 1, 2025, will remain on a 192-day calendar unless they voluntarily transfer to another counselor level.

$1,000 Annual Stipend for Earned Doctorate in the Field of Education

ANNIVERSARY INCREMENTS:

Beginning of 12th Year - $789
Beginning of 15th Year - $1,580
Beginning of 18th Year - $2,368
Beginning of 21st Year - $3,160
Beginning of 24th Year - $3,947
Beginning of 27th Year - $4,738

IN WITNESS WHEREOF, the parties hereunto set their hands this
Initial Contract of Agreement
18th Day of August, 2026

Simi Valley Counselors Association

SIGNED: Cheri Toyen (Sep 1, 2026 08:59:30 PDT)

Cheri Toyen, President
Simi Valley Counselors Association

SIGNED: Elizabeth Boucher (Sep 1, 2026 10:28:30 PDT)

Elizabeth Boucher, Bargaining Chair
SVCA Bargaining Team

SIGNED: Fernando Castro (Sep 1, 2026 10:36:02 PDT)

Fernando Castro
SVCA Bargaining Team

SIGNED: Kelli Sparks

Kelli Sparks
SVCA Bargaining Team

SIGNED: Devyn Thompson

Devyn Thompson
SVCA Bargaining Team

SIGNED: Lana Wastell

Lana Wastell
SVCA Bargaining Team

Simi Valley Unified School District

SIGNED: Julie Ellis (Sep 11, 2026 08:30:17 PDT)

Julie Ellis, Bargaining Chair
District Bargaining Team

SIGNED: Jamie Snodgrass

Jamie Snodgrass
District Bargaining Team

SIGNED: Sean Goldman (Sep 11, 2026 07:47:21 PDT)

Sean Goldman
District Bargaining Team

SIGNED: Lori Neiman

Lori Neiman
District Bargaining Team

SIGNED: Matt Guzzo

Matt Guzzo
District Bargaining Team

SIGNED: JohnC Baxter (Sep 8, 2026 13:35:57 PDT)

J. C. Baxter
District Bargaining Team

SIGNED:

Erin Taggart
District Bargaining Team

SIGNED: Shanda Weaver (Sep 8, 2026 13:20:38 PDT)

Shanda Weaver
District Bargaining Team