

AGREEMENT
Between the
ANTIOCH UNIFIED SCHOOL DISTRICT

And

ANTIOCH EDUCATION ASSOCIATION/CTA/NEA

July 1, 2008 – June 30, 2011

Antioch Unified School District

Walter Ruehlig, President
Claire Smith, Vice President
Diane Gibson-Gray, Board Member
Wade Harper, Board Member
Teri Lynn Shaw, Board Member
Deborah Sims, Ed.D. Superintendent

Antioch Education Association

Gary Hack, President
Karen Del Purgatorio, Vice-President
Pennie Davis, Secretary
Robert Strickler, Treasurer
Linda Anderson, Elementary Liaison
Joel Maron, Elementary Liaison
Linda Jones, Middle School Liaison
Sara Neve, High School Liaison
Valorie Baca, CTA State Council
Denise James, CTA State Council
Sandy Wilbanks, CTA State Council

Negotiating Team

Suzanne Pfeiffer, Chairperson
Didi Del Chiaro, Member
Jim Hollingsworth, Member
Charles Miller, Member
Larry Mori, Member
Denise Porterfield, Member
Bob Sanchez, Member
Roy Combs, District Counsel
Christine Todd, Recorder

Negotiating Team

Kevin Jones, Chairperson
Sharon Ball, Member
Jeri Creese, Member
Pamela Fisher, Member
Dylan Howell, Member
J Myers, Member
Gary Hack, Observer
Rosie Roberts, Ed.D CTA Consultant

TABLE OF CONTENTS

ARTICLE 1 AGREEMENT_____

ARTICLE 2 RECOGNITION_____

ARTICLE 3 DEFINITIONS_____

ARTICLE 4 NON-DISCRIMINATION_____

ARTICLE 5 PROCEDURES FOR NEGOTIATIONS_____

ARTICLE 6 DISTRICT RIGHTS_____

ARTICLE 7 ASSOCIATION RIGHTS_____

ARTICLE 8 ORGANIZATION SECURITY, PROFESSIONAL DUES, SERVICE FEES AND PAYROLL DEDUCTION_____

ARTICLE 9 EMPLOYEE WORK YEAR_____

ARTICLE 10 EMPLOYEE ACTIVITIES PRIOR TO STUDENT ATTENDANCE_____

ARTICLE 11 HOURS OF EMPLOYMENT_____

ARTICLE 12 SALARY SCHEDULE AND PAYMENT FOR PAID EXTRA DUTIES_____

ARTICLE 13 HEALTH AND WELFARE BENEFITS_____

ARTICLE 14 GRIEVANCE PROCEDURE_____

ARTICLE 15 CLASS SIZE_____

ARTICLE 16 SAFETY CONDITIONS OF EMPLOYMENT_____

ARTICLE 17 TRANSFERS_____

ARTICLE 18 LEAVES_____

ARTICLE 19 EVALUATION PROCEDURES_____

ARTICLE 20 DUE PROCESS FOR DISCIPLINE_____

ARTICLE 21 TEACHER TRAVEL_____

ARTICLE 22 STATUTORY CHANGES_____

ARTICLE 23 EFFECT OF AGREEMENT_____

ARTICLE 24 PHYSICAL EXAMINATIONS_____

ARTICLE 25 SHARED ASSIGNMENT_____

ARTICLE 26 PEER ASSISTANCE AND REVIEW PROGRAM (PAR) AND THE INDUCTION PROGRAM (IP)_____

ARTICLE 27 MISCELLANEOUS PROVISIONS_____

ARTICLE 28 STANDARDIZED TESTING_____

ARTICLE 29 PERSONAL AND ACADEMIC FREEDOM_____

ARTICLE 30 SAVINGS PROVISION_____

ARTICLE 31 CONCERTED ACTIVITIES_____

ARTICLE 32 SUPPORT OF AGREEMENT_____

ARTICLE 33 COMPLETION OF MEET AND NEGOTIATE_____

ARTICLE 34 ALTERNATIVE PROGRAMS AND/OR SCHOOLS_____

ARTICLE 35 ELEMENTARY SECONDARY EDUCATION ACT (ESEA)_____

APPENDIX A CERTIFICATED SALARY SCHEDULE_____

APPENDIX B SCHOOL PSYCHOLOGIST AND SOCIAL WORKER SALARY SCHEDULE_____

APPENDIX C SPEECH AND LANGUAGE PATHOLOGIST SALARY SCHEDULE_____

APPENDIX D ALTERNATIVE PROGRAMS AND/OR SCHOOLS SALARY SCHEDULE_____

APPENDIX E DESIGNATED SUBJECT CREDENTIAL SALARY SCHEDULE_____

APPENDIX F PUSH-IN READING TEACHER HOURLY SALARY SCHEDULE_____

APPENDIX G EXTRA DUTY SCHEDULE_____

APPENDIX H EVALUATION FORMS – PROSPECTS INDEPENDENT STUDY_____

APPENDIX I EVALUATION FORMS – K-12 TEACHERS_____

APPENDIX J MOU: SPEECH - LANGUAGE PATHOLOGIST ASSISTANT_____

APPENDIX K MOU: SPEECH - LANGUAGE PATHOLOGISTS: 2007 - 2008 INCREASED WORKDAY AND WORKYEAR _____ 11

APPENDIX L MOU: REDUCED WORK LOAD (“WILLIE BROWN”)_____

APPENDIX M MOU: MEMORIALIZING MULTI TRACK YEAR ROUND EDUCATION (MTYRE)_____

APPENDIX N MOU: ANTIOCH CHARTER ACADEMIES I AND II (ACA)_____

APPENDIX O MOU: SPECIFIC CONTRACT WAIVER FOR DOZIER-LIBBEY MEDICAL HIGH SCHOOL_____

APPENDIX P MOU: SPECIFIC CONTRACT WAIVER FOR THE EMPLOYMENT CONTRACTS OF UNIT MEMEBERS PARTICIPATING IN THE CAMSP GRANT_____

APPENDIX Q MOU: DESIGNATED SUBJECT CREDENTIAL SALARY SCHEDULE_____

APPENDIX R MOU-SPECIFIC CONTRACT WAIVER FOR DELTA ACADEMY FOR THE PERFORMING ARTS_____

INDEX_____

ARTICLE 1
AGREEMENT

- 1.1 Articles and provisions contained herein constitute a bilateral and binding agreement ("Agreement") by and between the Governing Board of the Antioch Unified School District ("District") and the Antioch Education Association/CTA/NEA ("Association"), an employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549.3 of the Government Code ("Act").
- 1.3 This Master Agreement shall remain in full force and effect from July 1, 2008 to June 30, 2011.
 - 1.3.1 For the 2008-2009 work year, the Agreement shall be closed except for the following issues; the 2010-2011 school calendar; impact legislation; and other issues by mutual agreement of the Parties.
 - 1.3.2 For the 2009-2010 work year, the Agreement shall be closed except for the following issues: the 2011-2012 school calendar; impact legislation; and other issues by mutual agreement of the Parties.
 - 1.3.3 For the 2010-2011 work year, the Agreement shall be closed except for the following issues: the 2012-2013 school calendar; impact legislation; and other issues by mutual agreement of the Parties.

ARTICLE 2
RECOGNITION

The District recognizes the Association as the exclusive representative of all certified employees of the District excluding: management, supervisory, confidential and substitute teachers.

ARTICLE 3
DEFINITIONS

- 3.1 “Daily Rate of Pay” is defined as that per diem compensation computed by dividing a bargaining unit member’s annual salary by the total number of contract days. This section does not apply to hourly employees.
- 3.2 “Bargaining Unit Member” is a member of the bargaining unit who is represented by the Association.
- 3.3 “Hourly Rate of Pay” is the dollar amount set for such assignments.
- 3.4 “Business Day” is a day when the District Office is open for business.
- 3.5 “Workday” is a day on which a bargaining unit member is scheduled to work.

ARTICLE 4
NON-DISCRMINATION

- 4.1 The District shall not discriminate against any employee on the basis of race, color, creed, age, sex, national origin, political affiliation, marital status, sexual orientation, and physical handicap, membership in an employee organization or participation in the activities of an employee organization.

- 4.2 Employee application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations or items in the above paragraph.

ARTICLE 5
PROCEDURES FOR NEGOTIATIONS

- 5.1 Request for Exclusive Representatives to Meet and Negotiate
- 5.1.1 Meetings shall be requested by the Association Representative. Meetings to negotiate the next year's contract shall commence early enough in the contract year in order that at least ten (10) scheduled meetings can be held prior to the time that the impasse resolution procedure is invoked to comply with the time requirements of Government Code 3543.7.
- 5.1.2 The request for the meeting from the Association Representative should include the subject to be discussed and the principal reason for the meeting. This request can be communicated either in writing or orally to the Board Representative.
- 5.1.3 The date, time and place for the meeting is to be agreed upon by the Association Representative and the Board Representative. The interlude between meetings should allow sufficient time for either party to receive directions from their principals. It shall be the intent of both Parties to have such meetings within five (5) business days of a request for a meeting wherever possible.
- 5.2 Meetings
- 5.2.1 The meetings shall be conducted in private except that either party may utilize the services of outside participants provided such participants are mutually agreed upon.
- 5.2.2 The Board is represented by its representative and the Association is represented by its authorized officer, individual representative or other designated persons.
- 5.2.3 The items to be discussed (agenda) should be agreed upon by the participants before the meeting begins.
- 5.2.4 Items may be withdrawn by the originating party at any time.
- 5.2.5 A caucus of not more than thirty (30) minutes may be called by either party unless mutually agreed to allow additional time for the caucus. The party calling the caucus will remain in the meeting room unless mutual agreement is reached to do otherwise.
- 5.2.6 Either party may utilize a note taker to record the proceedings for their purposes.
- 5.2.7 The use of a tape recorder shall be mutually agreed upon prior to use.
- 5.2.8 A summary of all tentative agreements reached at the meeting shall be prepared and initialed by both Parties immediately after the meeting.
- 5.3 Released Time
- 5.3.1 Released time of one hundred fifty (150) hours per fiscal year shall be allowed to members of the Association to meet and negotiate.
- 5.3.2 If negotiations are not completed within the allotted released time, hours beyond the one hundred fifty (150) may be extended by mutual agreement.

- 5.3.3 The meetings requested by the Association to meet and negotiate that are held during the time school is in session shall be mutually agreed upon.
- 5.4 Disposition of Tentative Agreements Reached between the Association's Representative and the Board Representative
 - 5.4.1 Tentative agreements reached in the meet and negotiate process shall be reduced to written form and signed or initialed by each party.
 - 5.4.2 Such agreements shall be ratified by the bargaining unit.
 - 5.4.3 Such agreements shall be ratified by the Board of Education.
 - 5.4.4 It shall be the responsibility of the Board Representative and the Association Representative to communicate with those whom they represent to the extent that the written agreements reached in the negotiation process that are referred to the Board of Education and the Association shall be reasonably certain of acceptance by both principals.
- 5.5. Information Regarding Bargaining Unit Members Salary Status
 - 5.5.1 No later than September 15, the District shall provide to the Association a list of the step and column placement of all bargaining unit members on the Certificated and Alternative Programs and/or Schools Salary Schedules. There shall be no charge for the aforementioned lists.
 - 5.5.2 The District shall furnish to the Association the names and salary schedule placement of any unit members added to, deleted from or advanced on a salary schedule.

ARTICLE 6
DISTRICT RIGHTS

- 6.1 It is understood and agreed that the District retains all of its power 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 right to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; 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 allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.
- 6.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.
- 6.3 The District retains its rights to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency. An emergency is defined as an act of God involving a major catastrophe.

ARTICLE 7
ASSOCIATION RIGHTS

- 7.1 Representatives of the Association shall have the privilege of using school buildings and facilities at all reasonable hours for Association business.
- 7.2 The Association shall have the right to post notices of activities and matters of Association concern on bulletin boards designated by the District for Association notices, at least one (1) of which shall be provided in each school building in areas frequented by employees. The Association may use the District mail service and employee mailboxes for Association communications to employees. Any correspondence that is labeled as confidential shall be treated as such.
- 7.3 Authorized representatives of the Association shall be permitted to transact official Association business on school property, after notifying the principal, at all reasonable times so long as said activity does not interfere with the educational process.
- 7.4 Names, addresses and telephone numbers of unit members shall be provided without cost to the Association.

ARTICLE 8
ORGANIZATIONAL SECURITY, PROFESSIONAL DUES,
SERVICE FEES AND PAYROLL DEDUCTIONS

- 8.1 The District shall initiate payroll deductions of professional dues and service fees as follows:
- 8.1.1 Any unit member who is a member of the Antioch Education Association/CTA/NEA or who has applied for membership may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 8.1.2 Such deduction shall be made only upon submission of the proper dues deduction form duly completed and executed by the employee and the Association.
- 8.1.3 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing within thirty (30) days after such submission.
- 8.1.4 Should a concerted activity occur, as defined in this Agreement, by employees covered in this Agreement, the District may exercise its right to immediately discontinue payroll deductions.
- 8.1.5 Any unit member who is not a member of the Antioch Education Association/CTA/NEA, or who does not make application for membership within thirty (30) days of the effective date of the Agreement or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees and general assessments payable to the Association in one (1) lump-sum payment in the same manner as required for the payment of membership dues. Provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 8.1.1 of this Article. In the event that such unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided in Section 8.1.1, the Association shall so inform the District and the employee. If the employee does not authorize the payroll deduction within fifteen (15) days, the District shall begin automatic payroll deduction as provided in Education Code Section 45061 (or 87834) and in the same manner as set forth in Section 8.1.1 of this Article. There shall be no charge to the Association for such mandatory agency fee deductions.
- 8.1.6 With respect to all sums deducted by the District pursuant to Sections 8.1.1 and 8.1.2, whether for membership dues or agency fee, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association and indicating any changes in personnel from the list previously furnished.
- 8.1.7 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

8.1.8 The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provision of this agreement or their implementation, and agrees to pay any judgment or settlement liability arising out of such challenges.

8.1.9 The Association shall have the exclusive right to decide and determine whether any such action or proceeding, referred to in Section 8.1.8 above, shall or shall not be compromised, resisted, defended, tried or appealed.

8.2 Conscientious Objection to Membership

8.2.1 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Antioch Education Association/CTA/NEA, as a condition of employment; except that such unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code: 1) United Way, 2) REACH project, 3) Antioch Scholarship Fund.

8.2.2 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section 8.2.1 above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of Sections 8.1.1 and 8.1.2 of this Article. Payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented within thirty (30) calendar days of the commencement of assigned duties. The Association shall have the right of inspection in order to review said proof of payment.

8.2.3 Any unit member making payments as set forth in Sections 8.2.1 and 8.2.2 immediately above, and who requests that the grievance or arbitration provisions of this Agreement be used in his/her behalf, shall be responsible for paying reasonable costs of using said grievance or arbitration procedures.

ARTICLE 9
EMPLOYEE WORK YEAR

- 9.1 The work year shall be as follows:
- 9.1.1 Returning Unit Members: The work year for bargaining unit members returning to the District shall be 184 days, one (1) which shall be a non-teaching day and three (3) which shall be mandatory Staff Development Buy Back Days as described in Section 9.3 below.
 - 9.1.2 New Unit Members: The work year for bargaining unit members new-to-the-District shall be one hundred and eighty-six (186) days, three (3) which shall be non-teaching days and three (3) which shall be mandatory Staff Development Buy Back Days as described in Section 9.3 below. When computing per diem rates of pay for unit members who are new-to-the-District, a divisor of one hundred and eighty-four (184) shall be utilized.
 - 9.1.3 Psychologists, social workers and counselors basic work year shall not exceed the teacher work year by more than ten (10) days. These ten (10) days shall be scheduled by mutual agreement between the bargaining unit member and their immediate supervisor.
 - 9.1.4 Returning bargaining unit members shall report to work as provided in the calendar. Unit members who are new-to-the-District shall report two (2) days prior to returning unit members on days agreed to by the Parties and which shall be reflected on the adopted school calendar.
 - 9.1.5 The last day before winter recess and the last day of the school year shall be minimum days.
- 9.2 Process for Bargaining the School Calendar
- 9.2.1 It is the intent of the Parties to the Agreement that the process below is intended to keep the Parties planning the school calendar two (2) years in advance. Each year the Parties shall meet and bargain the school calendar under the following language:
 - A. Priorities for the School Calendar: No later than November of each work year the Association and District bargaining teams shall have met with their respective constituents to determine their priorities for the school calendar.
 - B. Designating Members, Developing A Preferred Option and Establishing a Timeline: No later than December of each work year each bargaining team shall: meet and designate their members to serve on the Calendar Committee; develop preferred options to be incorporated in the school calendar; and establish a timeline for the Calendar Committee to complete its work.
 - C. Membership of the Calendar Committee: The Calendar Committee shall consist of three (3) AEA bargaining team members, three (3) AUSD bargaining team members and two (2) CSEA representatives to be designated by CSEA.
 - D. Developing A Preferred Calendar Option: No later than January of each work year the Calendar Committee shall meet and develop a calendar option for the Association and District bargaining teams to consider. The Calendar Committee

shall consult with their colleagues in developing the calendar option for the bargaining teams to consider.

9.2.2 Designation of the Official School Calendar:

- A. If the Association and District bargaining teams accept the Calendar Committee's recommendation, the bargaining teams shall forward the calendar to the AEA membership and AUSD Board of Education for ratification.
- B. If the Association and District bargaining teams do not accept the Calendar Committee's recommendation, the bargaining teams may request the Calendar Committee to reconvene, or the bargaining teams may together undertake to develop a single calendar option to move to the AEA membership and Board of Education for ratification.

9.3 Staff Development Buy Back Days

9.3.1 Effective July 1, 2002, there shall be three (3) mandatory Staff Development Buy Back Days added to the bargaining unit work year calendar. Placement of the staff development days on the school calendar shall be agreed to by the Parties as per Section 9.2 immediately above. The Parties shall strive to place staff development days in a manner designed to insure maximum opportunities for staff participation. These mandatory days replace the existing staff development days of preceding years.

9.3.2 Workday for Staff Development Days: The workday for staff development for unit members shall be seven (7) hours.

9.3.3 Discretionary Personal Necessity leave, Section 18.6.2 of this Agreement, shall not be available on Staff Development Buy Back Days.

9.3.4 The Parties agree that should the state funded program for these Staff Development Buy Back Days be reduced below the current funding level or eliminated, the one and one-half percent (1.5%) added to all certificated salary schedules and the three (3) days added to the bargaining unit work year shall be equivalently reduced or eliminated accordingly.

9.3.5 The content of Staff Development Buy Back Days shall be developed as follows:

- A. It is the intent of the Parties to this Agreement that staff development training opportunities be site-specific and delivered at each school site. If, however, there are professional development issues which would best be delivered at the District level, then the Association and District shall plan accordingly.
- B. Site Staff Development Buy Back Days: The teaching staff and the administration at each site shall determine the content of the site staff development days. The District shall provide guidance and assistance, if requested.

- C. District Staff Development Buy Back Days: The District shall solicit input from bargaining unit members regarding the content of district-wide staff development days. As appropriate, a committee may be formed in order to facilitate in-services and logistics associated with district-wide staff development.
- D. Planning for staff development training at both the site and District levels shall include discussion of staff development opportunities for unit members in specialized programs, e.g., school psychologists, librarians, counselors, speech therapists and elementary preparation teachers.

9.4 Teacher on Special Assignment

- 9.4.1 Open positions for a Teacher on Special Assignment shall be posted in the District.
- 9.4.2 Effective July 1, 2002, a bargaining unit member shall have the choice to return to the teaching position s/he vacated when accepting a position as a Teacher on Special Assignment for up to one (1) school year. If, however, extenuating circumstances exist which make return to the vacated position problematic the Parties to this Agreement shall meet and discuss the situation.
- 9.4.3 A Teacher on Special Assignment may not fulfill the role of a supervisory employee, meaning having the authority to evaluate, hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if, in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- 9.4.4 It is agreed by the Parties to this Agreement that the assignment and evaluation of projects designated by a BTSA (Beginning Teacher Support and Assistance Program) Teacher on Special Assignment to assist unit members complete the two (2) year BTSA Program, or similarly situated unit members who have some responsibilities to provide limited supervision to other teachers, does not qualify as "supervisory duties" as prohibited in Section 9.4.3 immediately above.

ARTICLE 10
EMPLOYEE ACTIVITIES PRIOR TO STUDENT ATTENDANCE

- 10.1 Persons who have not previously been employed in the District (“new employee”) shall not be required to perform services for the District, including attendance at District workshops, tours or civic meetings, until two (2) working days before the returning employees’ preparation day. The Association will participate in the program in a mutually determined manner. The District shall supply the Association with a list of the names and addresses of all such employees no later than August 15, or as employed thereafter.
- 10.2 Employees who have been previously employed in the District (“returning employees”) will not be required to perform services until the first teacher preparation day as indicated on the student attendance calendar. The main purpose of this day is employee preparation for the first day of student attendance. A minimum of two hundred and forty (240) minutes will be set aside for classroom preparation. The principal will decide on the time of the faculty meeting to be held on that day.

ARTICLE 11
HOURS OF EMPLOYMENT

11.1 Workday

11.1.1 The length of the regular teacher workday, including preparation time, lunch, non-instructional time and time required before and after student attendance shall be seven (7) hours and five (5) minutes per day Monday through Thursday, and seven (7) hours on Friday or the last working day of each week.

11.1.2 Adjusted Workdays: Bargaining unit members who are required or are otherwise assigned to work hours other than those established in Section 11.1.1 above, shall be required to work the same number of hours as the other unit members.

11.2 Staff Meetings

11.2.1 Staff meetings, curriculum meetings and in-service experiences are considered an integral teacher duty and may extend beyond the limits of the regular workday.

11.2.2 Meeting Guidelines: The following meeting guidelines should be considered and followed when planning and/or attending meetings to be held before, during or after the school day:

- A. Meetings should start and end on time.
- B. In no event shall a meeting extend beyond ninety (90) minutes.
- C. Meetings should be well planned and organized.
- D. There should be a real need for the meeting.
- E. An agenda should be developed and distributed before the meeting.
- F. Before calling a meeting the most effective method of communication, e.g. memo, E-mail, small group representative meetings, etc., should be considered.
- G. The importance of everyone's time should be considered.

11.3 Duty Free Lunch Period: All members of the bargaining unit shall be provided a duty free lunch period of not less than thirty (30) minutes.

11.4 Assignments Beyond the Regular Workday: The established hourly rate of pay (Article 12) shall be paid for specifically assigned tasks that are unique, outside of the duty day and above a bargaining unit member's regular professional responsibilities and/or duties (e.g. committees and assignments that have been equitably distributed among other unit members at the site). The administrator shall determine the parameters and time allotted for the task. A bargaining unit member may decline a specific task with no adverse action.

11.5 Association Meeting Days: No District meetings, conferences, training sessions, or other assignments shall extend beyond the duty day on Mondays on which an Association meeting or activity has been pre-scheduled. Other days may be pre-scheduled for Association purposes by mutual agreement of the Association and the District.

11.6 Non-Instructional Assignments Beyond the Regular Workday

11.6.1 Bargaining unit members may be assigned to perform non-instructional duties related to their responsibilities as determined by the site principal. Additional duties are assigned to provide appropriate supervision and sustain a safer environment for students. The assignment of these duties shall conform to the following principles:

- A. Assignments shall be shared equally by all, with assignments rotated when and where possible.
- B. Volunteers shall be sought before mandatory assignments are made.
- C. Scheduling of assignments beyond the workday shall be done as far in advance as possible. Every effort shall be made to give the unit member no less than forty-eight (48) hours notice. In the event of an unforeseen circumstance, the administration may make a necessary assignment.
- D. All extra duties assigned on Saturdays or Sundays shall be compensated at the established hourly rate of pay (Article 12).
- E. If during the school year problems arise in implementation of the duty schedule (e.g., reasonableness, equity, flexibility, etc.), the situation shall be discussed at the site first, and if a resolution is not reached the concerns shall be referred to the Association and the District for a final resolution.

11.6.2 Back-to-School Night and Open House

- A. Unit members may only be required to attend two (2) evening functions, Back-to-School Night and Open House. Other evening functions may be attended on a voluntary basis.
- B. By consensus of the certificated staff at each site the length of the workday for bargaining unit members for Back-to-School Night and Open House may be a minimum workday. The certificated staff at each school site shall work together to implement those adjusted days and to ensure there are no fewer instructional minutes than the school had in the prior year.
- C. The adjusted workday of unit members shall be the day of, or the day following, the activity. On such days, the workday of unit members shall be equal to the student instructional day.

11.7 Teacher in Charge: Site Principals shall seek volunteers from bargaining unit members at the site to serve as a Teacher in Charge.

11.8 Part-Time Contract Assignments

11.8.1 Secondary Part-Time Contract Assignments: Teaching contract assignments for three-fifths (3/5) of a regular contract shall require the bargaining unit member to teach three (3) periods and have one (1) period of prep-conference time. These four (4) periods shall consist of four (4) consecutive class periods. Teaching contract assignments for four-fifths (4/5) of a regular contract shall require the unit member to teach four (4) periods and one and one-half (1.5) periods of prep/conference time. These five and one-half (5.5) periods shall consist of five and one-half (5.5)

consecutive class periods. The intervention of a regularly schedule lunch period shall not be considered a break in the consecutive sequence of teaching and/or prep/conference periods.

11.8.2 Elementary Part-Time Contract Assignments: Part-time contracts at the elementary level shall require the bargaining unit members to render service to the District pursuant to the workday composition as stated in Section 11.8.1 above, for amounts of time proportionate to the part-time percentage of the member's individual contract.

11.8.3 Any unit member working on a shared assignment of fifty percent (50%) or more, but less than seventy-five percent (75%), will receive one (1) year of credit on the salary schedule every other year, beginning with the base year of 1988-1989. It is further agreed by the Association and the District that a legal challenge to the use of the 1988-1989 base year and future years will invalidate this clause.

11.9 AEA President

11.9.1 The Association reserves the right to request the AEA President to have full time release.

11.9.2 The Human Resources Officer and AEA President shall decide on a schedule which is mutually acceptable.

11.9.3 AEA President's Work Year

A. The standard work year for the Association President shall be two hundred and twenty (220) days. When computing the per diem rate of pay for the AEA President, a divisor of one hundred seventy-five (175) shall be utilized. Effective July 1, 2007, to June 30, 2010, the Association and the District shall equally share the cost of nine (9) additional workdays, including the statutory or driven costs.

B. Effective July 1, 2010, the standard work year for the Association President shall be two hundred and twenty (220) days. When computing the per diem rate of pay the AEA President, a divisor of one hundred eighty-four (184) shall be utilized.

11.9.4 AEA President's Salary Schedule and Compensation

A. The District shall pay the President's salary and statutory driven costs. The Association shall reimburse the District the value of the cell at Column III/Step 1 of the Certificated Salary Schedule, including statutory or driven costs. The Association and the District shall equally share the cost of the President's health benefits.

B. Effective July 1, 2007, and every year thereafter, the AUSD shall construct a salary schedule for the AEA President reflecting a two hundred and twenty (220) day extended work year with the applicable divisor as outlined in Section 11.9.3 above.

11.9.5 The Association President shall have no loss of pay, benefits, longevity or seniority.

11.9.6 After serving the term of Association President, the member shall be given the opportunity to return to his/her previous teaching site and grade level subject area.

- 11.9.7 During his/her absence the teaching position of the Association President shall be filled with a temporary employee.
- 11.10 Preparation Time
- 11.10.1 Preparation Time in Grades 1-5: All bargaining unit members in grades 1 through 5 shall be provided one hundred and fifty (150) minutes of preparation time during the instruction week.
- 11.10.2 Preparation Teachers Class Size
- A. Grades 1-3: Effective with the 2004-2005 work year and thereafter, the class size for preparation teachers in grades 1 through 3 shall not exceed thirty (30) students. Under no circumstances shall more than two (2) classes be combined. For the 2007-2008 work year, preparation teachers who have students from more than one (1) unit member's class for prep shall be entitled to a stipend (pro-rated for the number of combined classes taught by the preparation teacher during the work year) as set forth in Section 12.3.6.
- B. Grades 4 and 5: Preparation teachers shall instruct only one (1) unit member's class at a time. There shall be no doubles in preparation classes of unit members in grades 4 and 5.
- 11.10.3 The present secondary preparation/conference policy may be modified to accommodate scheduling alternatives, e.g. flex and/or block, as long as non-instructional time (including prep time) is not reduced.
- 11.10.4 The middle school non-graded homeroom period, no longer than twenty (20) minutes, will be confined to Sustained Silent Reading (SSR) and/or the distribution of information. The teacher may make announcements or distribute information pertaining to the school and/or the District. Other issues will be determined by the site sub-committee, along with faculty/staff input.
- 11.10.5 Bargaining unit members teaching grade 6 at an elementary school site shall be provided the same preparation time as the teachers at that site, and shall be considered as teachers/faculty of that school site with respect to other duties, assignments, schedules, facilities and/or activities.
- 11.11 Instructional Minutes
- 11.11.1 Elementary
- A. Primary Grades: All primary (1-3) level classes are required to provide at least 50,400 minutes of instruction per year, but no more than 51,650 minutes.
- B. Intermediate Grades: All intermediate (4-5) level classes are required to provide at least 54,000 minutes of instruction per year, but not more than 54,680.
- 11.11.2 Middle School: All middle school (6-8) level classes are required to provide at least 56,290 minutes of instruction per year, but no more than 57,875 minutes.

- 11.11.3 High School: All high school (9-12) level classes are required to provide at least 64,800 minutes of instruction per year, but no more than 66,000 minutes.
- 11.11.4 In case of emergency or crisis at a school site that causes a loss in instructional minutes, the Parties to the Agreement shall meet and determine the manner in which the lost minutes shall be made up. If, however, the State orders the District to implement additional instructional minutes, the instructional minutes shall be increased.
- 11.11.5 Changes in instructional minutes shall be bargained by the Parties to the Agreement.

ARTICLE 12
SALARY SCHEDULE AND PAYMENT FOR PAID EXTRA DUTIES

12.1 The Certificated Salary Schedule and Extra Duty Schedule are set forth in attached Appendices:

12.1.1 Certificated Salary Schedule (Appendix A)

12.1.2 School Psychologist and Social Worker Salary Schedule (Appendix B)

12.1.3 Speech and Language Pathologist Salary Schedule (Appendix C)

12.1.4 Alternative Programs and/or Schools Salary Schedule (Appendix D)

12.1.5 Designated Subject Credential Salary Schedule (Appendix E)

12.1.6 Push-In Reading Teacher Salary Schedule (Appendix F)

12.1.7 Extra Duty Schedule (Appendix G)

12.2 Compensation

12.2.1 2008-2009 Work Year: Effective mid-year the Certificated Salary Schedules, the Extra Duty Schedule and all other rates of pay shall be increased by one percent (1.00%), and unit members shall receive a one-time only bonus of one percent (1.00%).

12.2.2 2009-2010 Work Year: Effective July 1, 2009, the Certificated Salary Schedules, the Extra Duty Schedule and all other rates of pay shall be increased by the percentage increase in the effective funded Base Revenue Limit (BRL) minus the cost of step and column.

A. The “effective funded BRL” shall include cost of living adjustment, equalization, deficit to the BRL, and any other permanent, on-going increase to the District’s BRL.

B. The “cost of step and column” shall be the increase in the 2009-2010 Certificated Salary Schedule over the cost of the 2008-2009 Certificated Schedule.

C. Example:

District’s effective and funded BRL/ADA in 2009-10 = \$6,125.

District’s effective and funded BRL/ADA in 2008-09 = \$6,000.

The cost of step and column is 0.377%.

Percent increase to 2009-10 BRL/ADA above 2008-09 BRL/ADA = 2.08%

(\$6,125 - \$6,000 = \$125/\$6,000 = 2.08%).

2.08% - 0.377% = 1.70%. Therefore, effective July 1, 2009, the Certificated Salary Schedules, the Extra Duty Schedule and all other rates of pay shall be increased by 1.70%.

D. It is the clear intent of the Parties that the salary formula outlined in Section 12.2.2 above shall not result in any decrease to the Certificated Salary Schedules, the Extra Duty Schedule or any rates of pay covered in the Agreement.

- 12.2.3 2010-2011 Work Year: Effective July 1, 2010, the Certificated Salary Schedules, the Extra Duty Schedule and all rates of pay shall be increased by the percentage increase in the effective funded Base Revenue Limit (BRL) minus the cost of step and column.
- A. The “effective funded BRL” shall include cost of living adjustment, equalization, deficit to the BRL, and any other permanent, on-going increase to the District’s BRL.
 - B. The “cost of Step and column” shall be the increase in the 2010-2011 Certificated Salary Schedule over the cost of the 2009-2010 Certificated Salary Schedule.
 - C. Example: See the example in section 12.2.2.C above.
 - D. It is the clear intent of the Parties that the salary formula outlines in Section 12.2.3 above shall not result in any decrease to the Certificated Salary Schedules, the Extra Duty Schedule or any rates of pay covered in the Agreement.

12.2.4 Payroll Warrants: Effective July 1, 2008, and every year thereafter, all new-to-the-District unit members shall receive eleven (11) equal paychecks on the last working day of each calendar month, with their first paycheck of the work year to be received on the last working day in August and their last paycheck to be received the last working day in June. These unit members shall have the option of enrolling in the District’s Summer Fund Program.

12.3 Supplemental Pay

12.3.1 Certificated Hourly Rate of Pay: Effective mid-year 2009, the certificated hourly rate of pay shall be \$28.65. This certificated hourly rate of pay shall be added to the Extra Duty Schedule in Appendix G.

12.3.2 Immediate Intervention/Underperforming Schools Program (II/USP): Bargaining unit members at the schools identified for the Underperforming Schools Program shall receive the certificated hourly rate of pay, or other methods of payment upon agreement of the Parties to this Agreement, for duties performed outside contract hours which fall under the scope of this program, unless the II/USP state program is discontinued or changed, in which case the Parties shall negotiate changes or deletion of this section in the Agreement.

12.3.3 Period Substitution

A. Short Term Period Substitution

1. Definition: "Short term period substitution" is when a bargaining unit member volunteers or is required to provide period substitution for another unit member absent due to illness or injury for more than one (1) instructional day but less than sixteen (16) instructional days.
2. Compensation: Compensation shall be at the appropriate period substitution tiered rate of pay.

3. Teaching a short term period substitution assignment shall be voluntary, based on schedule availability and based on certification and qualifications.
4. A short term period substitution may convert to a long term period substitution if the absent unit member will be out of his/her class for a longer period of time than anticipated. A priority shall be given to the unit member who volunteered for, or was assigned, the short term period substitution to support the consistency and continuity of program and instruction.

B. Long Term Period Substitution

1. Definition: "Long term period substitution" is when a unit member volunteers or is required to provide period substitution for another unit member absent due to illness or injury for sixteen (16) or more consecutive instructional days.
2. Compensation: The unit member shall receive an additional twenty (20%) percent of his/her salary per day for the length of the assignment retroactive to the first day of assignment. Bank days earned during the short term portion of the assignment shall not be eligible for the retroactive pay.

C. Elementary Grades

1. Elementary bargaining unit members who lose their preparation period or provide period substitution shall be paid the appropriate tiered rate outlined in Section 12.3.3.F.1, or shall accumulate hours for bank days, or sick leave days or a combination thereof as outlined in Section 12.3.3.F.2.b.
2. If an absent elementary teacher's class is divided among multiple teachers, then each unit member who takes or receives additional students for at least one-half (1/2) of the student instructional day shall be compensated for one (1) hour of period substitution at the appropriate tiered rate of pay outlined in Section 12.3.3.F.1 or shall accumulate hours for bank days or sick leave days or a combination thereof as outlined in Section 12.3.3.F.2.b. Compensation described immediately above shall not be paid if the teacher's absence is authorized under Section 18.16 - Miscellaneous Leave of this Agreement.

D. Period Substitution for Preparation Teachers: Only as a last resort shall preparation teachers be pulled from their specialty classes to perform period substitution. Period substitution for preparation teachers shall be assigned fairly and equitably.

E. Bargaining unit members shall be required to period substitute on a fair and equitable basis. Each site administrator shall compile a list of unit members who wish to volunteer for class coverage. The volunteer list shall be posted at a central location chosen by the site administrator. A second roster shall be compiled listing the remaining unit members at the site. If no volunteers are available for substituting, substitutes are to be selected from the second list on a fair and equitable basis. The second list shall be made available to any unit member at the site to review upon request.

F. Compensation for Period Substitution

1. Effective mid-year 2009, bargaining unit members shall be paid for period substitution at a tiered rate of pay, or shall accumulate periods (secondary) or hours (elementary) for bank days, or shall be compensated in a combination thereof. The tiered rates of pay for period substitution are as follows:

- a) Bargaining unit members on Steps 1-5 of the Certificated Salary Schedule shall be paid an hourly rate of \$36.71, prorated on the quarter hour, rounded up.
- b) Bargaining unit members on Steps 6-10 of the Certificated Salary Schedule shall be paid an hourly rate of \$45.77, prorated on the quarter hour, rounded up.
- c) Bargaining unit members on Steps 11 through Longevity Step 34+ on the Certificated Salary Schedule shall be paid an hourly rate of \$53.61, prorated on the quarter hour, rounded up.

2. Bank Days

- a) Unit members may, at their discretion, accumulate periods or hours of period substitution to be used as bank days.
- b) For the purpose of this Section, a “bank day” is a day of compensatory time earned through the accumulation of periods (secondary) or hours (elementary) for providing period substitution. Five (5) class periods, or two and one-half (2.5) block periods, equal one (1) bank day for secondary unit members. Five (5) hours of period substitution equal one (1) bank day for elementary unit members.
- c) Unit members may utilize bank days in half or full day increments.
- d) Dispensation of Accumulated Periods or Hours
 - 1) Unit members may, at their discretion, receive a combination of their tiered rate of pay, bank days or reinstatement of sick leave days earned and taken during the current work year. No more than ten (10) bank days may be carried over to the following work year. Unit members, however, may not receive compensation, bank days or reinstatement of sick leave days earned and taken during the current work year in excess of the number of periods or hours they earned serving period substitution.
 - 2) No later than May 1 of each work year the District shall provide to each unit member the number of periods or hours they have accumulated for period substitution. This notification shall also include a survey providing unit members the opportunity to choose between receiving compensation, bank days, or reinstatement of sick leave earned and taken during the current work year or a combination thereof.

- 3) If the May 1 survey is not received by the District by June 1, the unit member's accumulated periods or hours shall be paid to the unit member according to their tiered rate of pay in Section 12.3.3.F.1.

12.3.4 Substituting: AUSD retirees may substitute at one hundred and twenty-five (125%) percent of the long-term substitute rate of pay.

12.3.5 Sixth Period: The Association and the District agree to permit secondary bargaining unit members to teach six (6) periods.

A. 6/5 Assignment

1. Definition of a 6/5 Assignment: A 6/5 assignment is an open position, that a current bargaining unit member has agreed to teach in addition to their full time (5 periods) assignment. A 6/5 assignment may be for less than a full school year.
2. Compensation for a 6/5 Assignment: When a bargaining unit member who is assigned a full time teaching assignment (5 periods) and then agrees to teach an additional period (6 periods) in an open assignment, the unit member shall receive an additional twenty (20%) percent of his/her daily rate of pay for the length of the assignment.

B. 120% Assignment

1. Definition of a one hundred and twenty (120%) percent assignment is an open position for which a current bargaining unit member has been assigned and agreed to work an additional assignment for an entire work year. One hundred and twenty (120%) percent assignments shall be established prior to the beginning of the school year and each one hundred and twenty (120%) percent teacher shall sign a contract for the additional twenty (20%) percent assignment.
2. Compensation for a One Hundred and Twenty (120%) Percent Assignment: When a bargaining unit member who is assigned a full time assignment and then agrees to accept an additional assignment for the entire work year, the unit member shall receive an additional twenty (20%) percent of his/her daily rate of pay for the length of the assignment. These contracts shall be established prior to the beginning of the school year.

C. General Assurances

1. Teaching a sixth period assignment shall be voluntary, based on schedule availability and based on certification and qualifications.
2. All factors being equal, the most senior unit member shall be given first option to teach a sixth period assignment.
3. In no circumstance shall a secondary bargaining unit member teach more than six (6) periods.

- 12.3.6 Student Teaching Assignments: All student teaching agreements with colleges and universities shall be amended, as permitted by the college or university, so that master teachers who supervise student teachers shall be provided with a stipend.
- 12.4 Salary Schedule Policies: The salary schedule policies outlined in this Section apply to all unit members, including those hourly unit members teaching in the Alternative Programs and/or Schools.
- 12.4.1 Initial Column Placement
- A. Bachelor's Degree: A Bachelor's degree must have been earned from an accredited institution of higher learning and verified by transcript or actual degree document.
- B. Credited Units Beyond a Bachelor's Degree
1. "Credited Units" shall be those semester units (or quarter unit conversion thereof) enrolled in and completed subsequent to granting of the Bachelor's degree.
 2. All units beyond the Bachelor's degree must be verified by official transcripts.
 3. Credit will be allowed only if a grade of "C" or better was achieved in the course.
 4. The maximum number of units allowed for initial salary placement is seventy-five (75) semester units (or quarter conversion thereof).
 5. Lower division units for courses taken subsequent to the Bachelor's degree will not normally be considered for initial salary placement, except that up to twelve (12) semester units that can be shown to be directly applicable to the initial assignment may be applied if recommended by the District administration.
 6. Continuing Education Units (CEUs) will not be considered for salary placement.
- 12.4.2 Licensed Speech-Language Pathologists hired in the District who do not hold a valid teaching credential but hold a valid California License shall be placed on the Speech-Language Pathologists Salary Schedule according to Section 12.4.1.B.4 above.
- 12.4.3 Columns III through VII on the Certificated Salary Schedule are reserved for bargaining unit members holding preliminary and clear credentials, except for those bargaining unit members in subsection "A" below.
- A. Bargaining unit members hired prior to July 1, 2001, who possess preliminary or clear credentials, and who were originally placed on Columns I and II, shall be moved to Column III retaining years of experience, with placement retroactive to July 1, 1999.

- B. Non-Credentialed Bargaining Unit Members Held on Column I: Non-credentialed bargaining unit members (e.g. pre-intern, emergency or waiver) on Column I shall be credited with years of experience; advance to Column II after earning fifteen (15) semester units; and shall not move beyond Column II until possessing written verification of a preliminary or clear credential and the appropriate units for advanced column placement. To finalize column movement upon receiving a preliminary or clear credential, the unit member shall submit to the Human Resources Office a copy of his/her dated Affidavit of Application for Credential to his/her university or college and official transcripts or grade cards verifying the units earned to obtain his/her credential.
- C. Non-Credentialed Bargaining Unit Members Held on Column II: Non-credentialed bargaining unit members (e.g. pre-intern, emergency or waiver) on Column II shall also earn years of experience and shall not move beyond Column II until possessing written verification of a preliminary or clear credential and the appropriate units for advanced column placement. To finalize column movement upon receiving a preliminary or clear credential, the unit member shall submit to the Human Resources Office a copy of his/her dated Affidavit of Application for Credential to his/her university or college and official transcripts or grade cards verifying the units earned to obtain his/her credential.
- D. Non-Credentialed Bargaining Unit Members Advanced Placed: Non-credentialed bargaining unit members (e.g. pre-intern, emergency or waiver) who were hired prior to January 1, 2001, and who were placed on Columns III through VII, shall remain on the column they were originally placed, earning years of experience, but shall not move beyond their initial column placement until possessing written verification of a preliminary or clear credential and the appropriate units for advanced column placement. To finalize column movement, upon receiving a preliminary or clear credential, the unit member shall submit to the Human Resources Office a copy of his/her dated Affidavit of Application for Credential to his/her university or college and official transcripts or grade cards verifying the units earned to obtain his/her credential.
- E. Column Movement On or Before the First Student Instructional Day: If a bargaining unit member who has been held on Column I or II (under Sections 12.4.2.B or 12.4.2.C above) obtains his/her preliminary or clear credential on or before the first student instructional day of the work year, the unit member shall be advanced to the appropriate column, and shall be paid for his/her column movement retroactive to July 1. To finalize column movement upon receiving a preliminary or clear credential, the unit member shall submit to the Human Resources Office a copy of his/her dated Affidavit of Application for Credential to his/her university or college and official transcripts or grade cards verifying the units earned to obtain his/her credential.
- F. Column Movement After the First Student Instructional Day: If a bargaining unit member who has been held on Column I or II (under Sections 12.4.2.B or 12.4.2.C above) obtains his/her preliminary or clear credential after the first

student instructional day of the work year, the unit member is eligible for column advancement on the Certificated Salary Schedule if the following conditions are met:

1. Step One: The unit member submits to the Human Resources Office, no later than the last working day of October, all necessary transcripts or grade cards for coursework previously completed that will be used to calculate the appropriate units for column advancement, and a written plan for mid-year column advancement that includes the anticipated additional coursework to be completed for issuance of his/her preliminary or clear credential. If the requirements of this Section are not met, there shall be no mid-year column advancement until the following school year.
 2. Step Two: To finalize column movements, the unit member shall submit to the Human Resources Office a copy of his/her dated Affidavit of Application for credential to his/her university or college, and official transcripts or grade cards verifying the units earned to obtain his/her credential. If the requirements of this Section are not met, there shall be no mid-year column advancement until the following school year.
 3. Compensation: If the aforementioned conditions are met, the unit member shall be advanced to the appropriate column, and shall be paid at his/her new rate of pay on the appropriate column effective the payroll period immediately following submission of his/her official paperwork to the Human Resources Office as outlined in Sections 1 and 2 immediately above.
- G. Bargaining unit members who hold a valid credential from another state and/or who possess written verification of a preliminary or clear California credential shall be placed at least on Column III, or the appropriate column based on the unit member's educational experience.

12.4.4 Step Placement – Experience Credit

- A. Bargaining unit members, including unit members having taught in private school and speech language pathologists (including those who have provided service in hospitals or other treatment settings), shall be eligible to receive year for year credit for up to twelve (12) years of experience (maximum placement on Step 13) for initial placement on the Certificated Salary Schedule if a valid K-12 teaching certificate was held during the period of employment.
- B. Bargaining unit members, who work seventy-five (75%) percent or more of the number of student days in a school year, shall receive one (1) year of credit on

the Certificated Salary Schedule. Under exceptional circumstances, credit for hourly employment may be considered.

- C. Unit members who work an assignment of fifty (50%) percent to seventy- five (75%) percent shall receive one (1) year of credit on the Certificated Salary Schedule every other year.
- D. Credit for previous experience must be verified by the former employer and will be applied retroactively when received.
- E. A maximum of one (1) step for two (2) or more years of military service obtained during the period of eight (8) years immediately preceding employment by the District will be applied for step placement.

12.4.5 Column Movement

- A. Lower division units will be allowed for salary credit only if prior approval for such courses has been obtained from the District.
- B. Continuing Education Units that relate to a unit member's assignment shall be allowed. Continuing Education Units not related to a member's assignment may be authorized by the District. Any course work activities on District time or paid for by the District do not qualify for salary credit.
- C. Credit will be allowed only if a grade of "C" or better was achieved in the course. Where no letter grade is given, "pass" or "credit" are acceptable.
- D. As a standard formula for non-college unit coursework, ten (10) hours of work equals one (1) semester unit of salary credit.
- E. A record from the accrediting institution must be submitted to the Human Resources Office upon satisfactory completion of the work. If the unit member is unable to receive a grade card or transcript, a letter of verification on the institution's letterhead from the instructor or college will be accepted until such time as the member can obtain a grade card or transcript.
- F. When a bargaining unit member becomes eligible for advancement to a higher column on the salary schedule, it is the unit member's responsibility to submit all transcripts or grade cards to the Human Resources Office by the last working day

of October. All unit members shall be paid for column advancement retroactive to July 1.

12.5 Alternative Programs and/or Schools

12.5.1 Placement on the Certificated Salary Schedule

- A. Effective July 1, 2006, all bargaining unit members teaching an assignment of sixty (60%) percent or greater in the Prospects High School Day Program and Adult ESL and Adult GED shall be compensated for their work by being placed on the Certificated Salary Schedule. A unit member's salary on the schedule shall be prorated if the unit member is working less than a full time assignment.
- B. Once a bargaining unit member is placed on the Certificated Salary Schedule, they shall not revert back to an hourly rate of pay on the Alternative Programs and/or Schools Salary Schedule.
- C. Bargaining unit members shall not lose salary, benefits and/or working conditions (hours, assignment in the Alternative Programs and/or Schools, seniority date of hire, educational experience, longevity, sick leave, etc.) due to their placement on the Certificated Salary Schedule, except as outlined under Section 12.2.2.A.4.b below.
- D. As soon as practicable after ratification by the Parties, the District shall meet with individual unit members assigned to the Certificated Salary Schedule to evaluate individual step and column placement. Any disagreements on the placement shall be handled with the individual unit member, representative of the Association and the District. If an agreement on placement is not reached, the grievance procedure in Article 14 of the Agreement may be utilized by the unit member and the Association.

12.5.2 Assignment of Teaching Hours

- A. Due to desire of the District and the Association to maximize the opportunities for students to be enrolled in the Alternative Programs and/or Schools, the Parties to the Agreement agree to work toward full day assignments for unit members in the Program. For the purpose of this Section, a "full day assignment" is defined as unit members working seven (7) hour workdays. However, the District and the Association recognize the importance of part-time assignments to both the District and to individual unit members. For the purpose of this Section, "part time assignment" is defined as teaching three (3) or four (4) full workdays per week. Every effort shall be made to accommodate part time assignments when possible (see Article 26).
- B. Assignment of Additional Teaching Hours
 - 1. Current Bargaining Unit Members Working Fifty-Nine (59%) Percent or Less: Additional teaching hours shall be offered first to unit members employed by the District in the Alternative Programs and/or Schools on January 1, 2006, and teaching fifty-nine (59%) percent or less. Assignment of additional teaching hours shall be made based ~~pre~~ference by seniority. However, a unit member who refuses additional hours may see their hours

reduced under Section 12.2.2.A.3 above with the reduction to the closest seven (7) hour block. Each time additional teacher hours are available, unit members who are teaching an assignment of fifty-nine (59%) percent or less shall be consulted, and the assignment of additional hours shall be made based on preference by seniority.

2. Current Bargaining Unit Members Working Sixty (60%) Percent or Greater: After unit members teaching fifty-nine (59%) percent or less are consulted, the District shall offer additional hours to current unit members employed by the District in the Alternative Programs and/or Schools on January 1, 2006, and teaching sixty (60%) percent or greater. Assignment of additional hours shall be made based on preference by seniority. Each time additional teacher hours are available, unit members who are teaching an assignment of sixty (60%) percent or greater shall be consulted, and assignment of the additional hours shall be made based on preference by seniority.
3. If no bargaining unit members described in Sections 1) and 2) immediately above are interested in additional teaching hours, the vacancy shall be posted according to Section 17.2 of the Agreement.

12.5.3 The workday for Prospects High School and the Adult Education Program shall be even (7) hours and five (5) minutes per day Monday through Thursday, and seven (7) hours on Friday or the last working day of each week. This regular workday shall include at least a thirty (30) minute duty free lunch.

12.5.4 The Parties to the Agreement agree to continue bargaining on unforeseen issues appear during the transition of unit members to the Certificated Salary Schedule.

ARTICLE 13
HEALTH AND WELFARE BENEFITS

- 13.1 Health Benefit Plans: The health and welfare benefits outlined in this Article apply to all unit members, including those hourly unit members teaching in the Alternative Programs and/or Schools.
- 13.1.1 The District shall provide bargaining unit members the following health and welfare benefit plans. The specific plan designs shall be available to all bargaining unit members during open enrollment, and may be found on the AEA website (antiochteachers.org) or at the AUSD Human Resources Office.
- A. Medical Insurance: CalPERS Benefits Program
 - B. Vision Insurance: VSP through California's Valued Trust
 - C. Dental Insurance: Delta Dental through California's Valued Trust
 - D. Life Insurance: Cigna Life Insurance
 - E. Long Term Disability Insurance: Cigna Life Insurance
 - F. Employee Assistance Plan: Cigna Life Insurance
 - G. Long Term Health Care Insurance: Provident Unum
- 13.1.2 The Parties to this Agreement agree to meet and bargain changes in the carriers for life insurance, long term disability insurance and long term health care insurance. It is the intent of the Parties that the District may change the carrier for these benefit plans if the resulting benefit plans are equal to or better than the current plan.
- 13.1.4 Unit members who desire additional life insurance and/or long term disability coverage may purchase it through CTA with The Standard Insurance Company. The District shall deduct the additional premium through payroll deduction.
- 13.1.5 Upon separation from the District, bargaining unit members who serve more than one-half (1/2) the work year shall receive two (2) additional months of benefits. Unit members who serve up to one-half (1/2) of the work year shall receive one (1) additional month of benefits.
- 13.2 Domestic Partners: The District shall provide domestic partner coverage as required by law. The District shall accept a copy of a current Domestic Partner Registration that has been filed with the California Secretary of State's Office as evidence of domestic partnership.
- 13.3 Eligibility

13.3.1 Full Time Unit Members: The District shall pay the cost of medical, dental and vision premiums as outlined immediately below for those bargaining unit members working full time. In addition, the District shall pay the full cost of basic life insurance, long term health care insurance and long term disability insurance.

A. Single Party: The District shall pay no more than nine thousand and five hundred forty (\$9,540) dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

B. Two-Party: The District shall pay no more than eleven thousand four hundred (\$11,400) dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

C. Family: The District shall pay no more than twelve thousand (\$12,000) dollars annually toward the cost of medical, dental and vision. This includes the District's minimum annualized monthly contribution required by CalPERS.

13.3.2 Fifty (50%) Percent But Less Than Full Time: Bargaining unit members working at least fifty (50%) percent but less than full time shall receive a prorated proportional amount toward their medical, dental, vision, basic life insurance and long term health care insurance premiums. In addition, the District shall pay the full cost of long term disability insurance.

13.3.3 Part-Time Employees/Shared Assignments

A. Qualified bargaining unit members, as per Section 13.2.2, who wish to participate in the benefit programs shall pay a prorated portion of their fringe benefit contribution. Participation in dental and vision plans is not required of unit members who are part time employees or who are working on a shared assignment. The District shall pay a prorated amount for each unit member participating in these programs.

B. Upon separation from the District, bargaining unit members who serve more than one-half (1/2) the work year shall receive two (2) additional months of benefits. Unit members who serve up to one-half (1/2) the work year shall receive one (1) additional month of benefits.

C. In the event a carrier notifies the District that it shall not accept the omission of part-time employees from participation in a program, the District shall notify the Association and both Parties shall meet to determine a course of action.

13.4 IRC Cash Allowance Option

13.4.1 The District shall provide a minimum of three thousand (\$3,000) dollars annually for full time bargaining unit members participating in the IRC Section 125 Plan to be used to pay premiums for medical, dental and vision coverage. Participation in dental and vision plans are mandatory. Unused portions may be taken in salary or used for expenses authorized by relevant IRS regulations. This money is in no way to be construed or negotiated as part of the regular pay rate, but is to be part of the Health and Welfare Benefits.

- 13.4.2 Bargaining unit members who work at least fifty (50%) percent but less than full time shall be provided a prorated proportional amount of the three thousand (\$3,000) dollars benefit.
- 13.4.3 Employees who are enrolled in the IRS Section 125 Plan Cash Allowance Option shall be afforded the opportunity to re-enroll in a health insurance program and to discontinue their Cash Allowance Option during the annual District open enrollment period.
- 13.5 Tax Sheltered Annuities: Bargaining unit members may participate in the tax sheltered annuity program using the District approved provider list with the District providing payroll deduction for this purpose.
- 13.6 Medical Examinations and Tests: All medical examinations and tests related to a bargaining unit member's employment shall be paid for by the District.
- 13.7 Benefit Coverage on Leaves of Absence
 - 13.7.1 The District shall continue to contribute a bargaining unit member's (and dependents) premium contribution while on paid leave status in the same manner as if the unit member had remained in regular service.
 - 13.7.2 Unit members on District approved non-paid leaves of absence may elect to continue benefit coverage for themselves and their dependents by mailing the entire premium payment required for coverage to the District Business Office by the first day of each month.
 - 13.7.3 Cancellation of Benefits: A bargaining unit member's (and dependents) insurance coverage under the District's master insurance contracts may be cancelled under the following conditions:
 - A. The leave expires and the bargaining unit member does not return to active duty.
 - B. A premium payment is not received in the Business Office by the fifteenth (15th) of the month for that month's coverage.
- 13.8 Retiree Health Benefits
 - 13.8.1 Eligibility for Retiree Health Benefits
 - A. Unit Members Working for the AUSD prior to July 1, 2002:
 - 1. Prior to the First Workday of the 2011-2012 Work Year: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring after reaching age fifty-five (55). Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Program.

2. Beginning with the First Workday of the 2011-2012 Work Year: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55). Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Program.
- B. Unit Members working for the AUSD starting on or after July 1, 2002: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under the California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55) and who have completed fifteen (15) years of cumulative service with the District. Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between the Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Programs.
 - C. Unit Members Working for the AUSD starting on or after July 1, 2008: The District shall contribute toward the premiums for health, prescription, vision and dental insurance for bargaining unit members and their dependent(s) for unit members retiring under the California State Retirement Systems (STRS and/or PERS) after reaching age fifty-five (55) and who have completed twenty-five (25) years of cumulative service with the District. Payment by the District for these benefits shall continue until the unit member is age sixty-five (65) or is eligible for Medicare, whichever comes first. The maximum District annual contribution shall not exceed the appropriate single or two-party amount as outlined in Sections 13.2.1.A and 13.2.1.B in this Agreement between Parties. This contribution includes the District's annualized minimum monthly allowable unequal contribution required by CalPERS Health Benefits Program.
 - D. The District shall pay a total of the CalPERS Health Benefits Programs minimum allowable monthly unequal contribution amount for the enrollment in a health benefits plan of each eligible retiree age sixty five (65) and older, including enrollment of a maximum of one dependent. This amount shall increase by the minimum increase required by law. The district shall make no payment to retirees age sixty-five (65) and older for prescription coverage not covered by CalPERS Health Benefits Program, vision or dental insurance.
- 13.8.1 Discontinuance of Cash in Lieu Upon Retirement: Cash-in-lieu payments shall not continue after retirement. However, retirees who are eligible under Article 13.7.1. A, B or C above, may enroll in CalPERS Health Benefits Program retiree health benefits upon the occurrence of a qualifying event including during the annual open enrollment period.

13.8.2 COBRA Rights: The District shall inform in writing all qualified unit members of their right to continue benefits coverage under provision of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

ARTICLE 14
GRIEVANCE PROCEDURE

14.1 Definitions

- 14.1.1 A “grievance” is a formal written allegation by a grievant that the grievant has been adversely affected by a misinterpretation, misapplication or violation of the specific provisions of this Agreement.
- 14.1.2 A “grievant” may be any member(s) of the bargaining unit covered by the terms of this Agreement.
- 14.1.3 For the purpose of this Article, business day is referred to as a day. A “day” (for the purpose of this grievance policy) is any day on which the District administrative office of the Antioch Unified School District is open for business.
- 14.1.4 The “immediate supervisor” is the building principal or administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.
- 14.1.5 A “party of interest” is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

14.2. Purpose

- 14.2.1 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to alleged contract problems which arise affecting the welfare or working conditions of employees. Both Parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.
- 14.2.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and to have the matter adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement.
- 14.2.3 The District shall not agree to a resolution of a 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.
- 14.2.4 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and an effort would be made to expedite the process. The time limits may, however, be extended by mutual written agreement.
- 14.2.5 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the time limits set forth herein may be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.

- 14.3 Time Limits: The bargaining unit member who fails to comply with the established time limits will forfeit all rights to the application of the grievance procedure for alleged contract violation.

14.4 Procedure

14.4.1 Informal Discussion: An allegedly aggrieved employee will first discuss the problem (potential grievance) with the appropriate principal or immediate supervisor. During this informal discussion, the grievant shall have the right to have a representative of the Association present.

14.4.2 Formal Grievance: If an alleged violation is not resolved in informal discussion to the satisfaction of the grievant, a formal grievance may be initiated. A formal grievance may be initiated not later than thirty (30) days from the date of the act or occurrence giving rise to the grievance, or not later than thirty (30) days from the date the Association or the grievant could reasonably have known of the act or occurrence.

A. Step 1: Immediate Supervisor

Within ten (10) days of the discussion held at the informal level, the grievant must present the grievance in writing on the District provided form to the immediate supervisor and shall also send a copy to the Association President.

1. Grievance Form: The form shall be completed to show the following:

- a) Date grievance is delivered to the immediate supervisor and sent to the Association President
- b) Grievant's name and work location
- c) Grievant's job classification
- d) The provision(s) of the Agreement alleged to have been violated, misapplied or misinterpreted
- e) The circumstance(s) of the grievance (a concise statement concerning the alleged violation, misapplication or misinterpretation with dates, names and places as appropriate)
- f) The specific remedy sought by the grievant
- g) The name of the representative, if any, chosen by the grievant
- h) The signature of the grievant

2. The supervisor shall communicate his/her decision to the grievant and his/her representative, if any, in writing within ten (10) days after receiving the formal grievance. If the supervisor does not respond within the time limits the grievant may appeal limits, and the grievant or the supervisor may request a personal conference with the other party.

B. Step 2: Superintendent

1. If the grievant is not satisfied with the decision at Step 1, the employee may, within ten (10) days, appeal the decision on appropriate District form to the Superintendent or designee. The grievant shall identify each aspect of the immediate supervisor's decision with which the grievant disagrees. The grievant shall also send a copy to the Association President.
2. The completed form shall contain a copy of the original grievance, the specified remedy sought and the decision rendered on the grievance to date.
3. The Superintendent or designee shall communicate his/her decision to the grievant within ten (10) days. That response shall state the Superintendent's decision; his/her view of the facts and his/her conclusions respecting the contentions of the grievant or appeal. If the grievant is not represented by the Association, a copy shall be sent to the Association. If the Superintendent or designee does not respond within the time limits provided, the grievant may appeal to the next level.

C. Step 3: Binding Arbitration

1. If the aggrieved person is not satisfied with the disposition of the grievance at Step 2, or if no written decision has been rendered within ten (10) days after the grievant has first met with the Superintendent or designee, he/she may, within ten (10) days after a decision or lack of a decision by the Superintendent or designee, request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved person, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
2. The Parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, a request shall be made to the California State Mediation and Conciliation Service for the purpose of obtaining an arbitrator. The Parties will then be bound by the procedures utilized by this agency in the selection of an arbitrator.
3. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this

Agreement. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the Parties of this Agreement.

4. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room, will be borne equally by the District and the Association. All other costs will be borne by the Party incurring them.
5. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. A decision by an arbitrator which exceeds his/her powers may be challenged by either party in a court of competent jurisdiction.

14.5 Rights of Employees to Representation

- 14.5.1 No reprisals of any kind will be taken by either party against any aggrieved person, any party of interest, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- 14.5.2 An employee may be represented at all stages of the grievance procedure by himself, or at his/her option, by a representative of the Association. If an employee is not represented by the Association or its representative, the Association shall receive a copy of the grievance and the proposed resolution at each level of the grievance procedure and shall have been given the opportunity to file a response.

14.6 Miscellaneous

- 14.6.1 If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the immediate supervisor.
- 14.6.2 Decisions rendered at Steps 1 and 2 of the grievance procedure will be in writing, setting forth the decision and will be transmitted promptly to all Parties in interest and to the President of the Association. Time limits for appeal provided in each Step shall begin the day following receipt of written decision by the Parties in interest.
- 14.6.3 When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing during the day, the grievant will, upon notice to and with mutual agreement of the principal or immediate supervisor, be released without loss of pay in order to permit participation in the foregoing activities. Any employee who is requested to appear in such investigations, meetings or hearings as a witness will be accorded the same right.
- 14.6.4 All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
- 14.6.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared jointly by the District and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.

ARTICLE 15
CLASS SIZE

15.1 The District agrees to assign pupils to classes within its budgetary and financial limitations in compliance with the State law on the basis of the maximum pupil learning for tax dollar extended. Such assignments shall be guided by the potential of the individual pupil to learn, the pupil's modality of learning, the pupil's physical, social and psychological maturation level, and other relevant criteria as diagnosed by the professional staff and as decided by the appropriate school administrator.

15.2 District-wide class averages during the term of this Agreement are as follows:

Grade	Pupils	Teachers
Grades K-3	20	1
Grades 4-6	30.5	1
Grades 7-12	26.6	1

15.2.1 K-3: Class size may return to previous average specifications if class size reduction funds are reduced, interrupted or discontinued.

15.2.2 Grades 4-6: District-wide class average.

15.2.3 Grades 7-12: Is a ratio that refers to pupils in the school compared with the number of regular classroom teaching staff.

A. Suspension of Section 15.2.3: For the 2004-2005 and 2005-2006 work year, the staffing ratio for grades 7-12 shall be suspended. During those years the staffing ratio for grades 7-12 shall be 27.6.

15.3 The District agrees to assign pupils to classes in such a manner as to equalize, as nearly as possible, the teaching load within grade levels or subject discipline areas.

ARTICLE 16
SAFETY CONDITIONS OF EMPLOYMENT

16.1 Safety of Personnel

16.1.1 Any abuse of school personnel, assault or battery upon school personnel or any threat of force or violence directed toward school personnel at any time or place which is related to school activity or school attendance shall be reported by employees to their immediate supervisor or designee, and the local police shall be informed by the supervisor or his/her designee.

16.1.2 Employees shall be provided report forms in order that they can complete reports required by the District relating to the violations described herein.

16.1.3 Employees shall be provided coverage under the terms and conditions of the District Workmen's Compensation program and illness leave provisions for any injury or illness arising out of, or in the course of, their employment.

16.2 Safe Working Conditions

16.2.1 Safety: Unit members shall report unsafe conditions to their supervisor. The Association shall be notified of safety reports filed by unit members with the District. It is understood that bargaining unit members may exercise the amount of physical control reasonably necessary to protect themselves or to ensure the safety of other unit members. Students who have come to the attention of the District because they have been suspended or expelled for violent behavior shall be identified to their regular classroom teachers within five (5) working days. The teachers shall provide normal educational services to these students.

16.2.2 An employee has the responsibility to submit written recommendations to the District regarding the maintenance of safe working conditions, facilities and equipment, repairs and modifications.

16.2.3 Unit members shall not be required to work under unsafe or hazardous conditions violating a final order of Cal-OSHA.

16.2.4 First priority for repairs shall be given to repairs that affect health and safety in any classroom or other enclosed school areas where unit members have job related responsibility.

16.3 Any alleged violation of this provision of the contract shall first be preceded by a written notice from the affected certificated personnel or the Association and shall allow five (5) days for the District to correct any such alleged violation.

ARTICLE 17
TRANSFERS

17.1 Definitions

- 17.1.1 Involuntary Transfer: An involuntary transfer is a District-initiated transfer.
- 17.1.2 Transfer: A transfer is the movement of a unit member from one work location to another work location.
- 17.1.3 Vacancy: A vacancy is any position that does not have a unit member assigned to it. This includes any vacated or newly created position, including positions created by reconfiguration or restructuring.
- 17.1.4 Voluntary Transfer: A voluntary transfer is a bargaining unit member initiated transfer.

17.2 Vacancies

- 17.2.1 A list of all known vacant positions for the current or succeeding year shall be kept up to date in the Human Resources Office. This list shall be kept current as openings become known and as openings occur. The list shall be posted in a specific conspicuous place in each school building and in the Association office.
 - 17.2.2 A Notice of Vacancy shall be posted for at least five (5) working days on the bulletin board in each building on which Association business is posted. A Notice of Vacancy shall be posted as soon as the District determines that a vacancy exists or is anticipated. This Notice of Vacancy shall include the position description, location, grade level or subject matter assignment, credential requirement, and any other specialized training and/or relevant experience required for the position.
 - 17.2.3 Copies of all notices of vacancies shall be mailed to the Association at the same time as they are posted.
 - 17.2.4 All openings shall list deadline dates that shall be not less than the five (5) working days after posting the opening. No assignment will be filled until after the closing date. Upon receipt of an application for a transfer, it shall be confirmed by the Human Resources Office.
- 17.3 Extracurricular Positions: All extracurricular assignments shall be treated like regular teaching assignments with regard to posting, seniority rights and qualifications.
- 17.4 Mutual agreement between Parties should be of concern in all cases of transfer. Every employee shall be assigned to a position that can reflect his/her educational background, successful experience and so far as possible, his/her individual preference.
- 17.5 Voluntary Transfer
- 17.5.1 An employee may request a voluntary transfer to take effect during the school year or at the beginning of the next school year. In either event, the request shall be made on a "Request for Transfer" form and sent to the Human Resources Office.

- 17.5.2 Where the request is made for a transfer to take effect during the school year, it should be made as expediently as possible following the posting of Notice of Vacancy.
- 17.5.3 When a request is made for a transfer to take effect at the beginning of the next school year, it should be made as soon as possible in the preceding school year.
- 17.5.4 In the event a unit member receives notice of an involuntary transfer, that unit member shall have the right to file a voluntary transfer to a more appropriate or preferable assignment.
- 17.5.5 Current bargaining unit members shall be granted primary consideration over a new hire in the selection process for filling vacancies on or before April 15 of each year. After April 15 of each year and up to the day before the work year of the bargaining unit begins, all qualified applicants who have applied for the vacancy at the school shall have access to the selection process for filling the vacancy. If a voluntary transfer request is denied, the unit member shall, upon request, be provided with the specific reason(s) for the denial in writing within ten (10) business days of the date the final selection to fill the vacancy is made.
- 17.5.6 Every unit member who applies for transfer shall be granted an interview with the principal or program manager at the site where the vacancy exists.
- A. No application or paperwork will be required beyond the Request for Transfer form.
 - B. One (1) interview for the bargaining unit member will suffice for multiple vacancies at a given site within the same year. Grade level/subject matter preference shall be given by the bargaining unit member at the interview.
- 17.5.7 The following criteria shall be used by the District to choose between multiple applicants for voluntary transfer:
- A. Unit member certification
 - B. Seniority
 - C. Specialized training and/or relevant experience
 - D. A request on the part of the unit member to be evaluated in a different school or location
- 17.5.8 Seniority shall prevail when other criteria are equal.
- 17.5.9 Voluntary transfer requests shall be given first consideration, except in such cases where the filling of a position with a voluntary transfer applicant would necessarily result in the layoff of another employee, in which case the employee to be laid off shall be given first consideration.
- 17.5.10 An employee's Request for Transfer shall bear the signature of that unit member's present administrator. Such signature is an acknowledgment only that the administrator has been informed of the unit member's desire for transfer

consideration. Such signature does not necessarily imply approval or disapproval of the administrator, nor may the administrator withhold the acknowledgement.

- 17.5.11 The filing of a Request for Transfer is without prejudice to the unit member and shall not jeopardize his/her present assignment. A Request for Transfer may be withdrawn by the unit member in writing at any time prior to official notification of transfer approval.
 - 17.5.12 The Superintendent or designee shall notify appropriate administrator(s) of employee requests for such transfers. If requested vacancies develop, administrative consideration shall be given to all employees who submitted properly completed transfer requests for such vacancies.
- 17.6 School Opening: When a new school is to be opened, the following procedures shall be followed in transferring unit members to that school:
- 17.6.1 The principal shall place on file in the Human Resources Office the proposed organization plan of the school.
 - 17.6.2 Announcement of all known positions with the required qualifications for each position to be filled shall be posted in each school site.
 - 17.6.3 Priority shall be given existing unit members within the District who request placement in the new school.
 - 17.6.4 Every unit member within the District who makes application shall be granted an interview by persons involved in the selection process. Grade level/subject matter preferences shall be noted by the bargaining unit member at the time of the interview. It will not be necessary to re-interview for other vacancies at a given site that occur within the same year.
 - 17.6.5 Unit members shall receive written notification of disposition of their transfer request within twenty (20) days after the interview.
 - 17.6.6 If a voluntary transfer request is denied, the unit member shall be provided with the specific reason for the denial in writing within ten (10) business days of the date the final selection for the vacancy is determined.
 - 17.6.7 A transfer request shall not be denied arbitrarily, capriciously or without basis in fact.
- 17.7 Involuntary Transfers
- 17.7.1 Reasons for involuntary transfers made by the District include the following:
 - A. To balance the certificated staff of the District or a school by considering factors including, but not limited to, experience, racial and ethnic background, sex, age, working and family relationships
 - B. A change of enrollment necessitating transfers of staff
 - C. Educational requirements and efficient operation of the District
 - D. An opportunity to evaluate an employee in a different school or location

E. Improvement of learning conditions

- 17.7.2 Unit members to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies.
- 17.7.3 A unit member who is to be involuntarily transferred shall be provided with specific reason(s) in writing in the notice of involuntary transfer.
- 17.7.4 An involuntary transfer shall not result in the loss of compensation, seniority or any health and welfare benefits to an employee.
- 17.7.5 The employee with the least seniority shall be involuntarily transferred when other considerations are equal.
- 17.7.6 Assignment Limitations
 - A. Unit members shall be assigned only to positions for which they hold a valid California credential.
 - B. At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the District assists the unit member to secure all the necessary waivers, emergency credentials, and the District's Committee on Assignments approval.
 - C. At the end of a school year, the unit member, at his/her sole discretion, may withdraw from the voluntary assignment referred to in Section B above. Subsequently, the unit member shall be assigned in accordance with Section A above.
- 17.8 In the event that a unit member files a grievance alleging a violation of this Article, the member may ask for expedited handling of the grievance. In the event that such a request is made, the following time limits will supersede those in Article 14 - Grievance Procedure.
 - 17.8.1 Initiation of Formal Grievance: Five (5) working days.
 - 17.8.2 Step 1: Association: Four (4) working days. District response: Three (3) working days.
 - 17.8.3 Step 2: Association: Four (4) working days. District response: Three (3) working days.
 - 17.8.4 Step 3: The Association has ten (10) working days to submit the grievance to arbitration.

ARTICLE 18
LEAVES

- 18.1 The benefits provided employees by Sections 44962 through 44985, 44800 and 44801 of the Education Code are incorporated into this Agreement except as supplemented in this Article.
- 18.2 Leave Without Pay – Deduction of a full day’s pay will be made for each day’s absence for any reason except as specified in the following sections.
- 18.3 Sick Leave – Every employee working a five (5) day week shall be entitled to ten (10) days of paid sick leave each school year of employment.
- 18.3.1 Employees may accumulate unused sick leave without limitation.
- 18.3.2 At the beginning of each school year, every employee shall receive the ten (10) day or prorated sick leave allotment credit equal to his/her sick leave entitlement for the school year. Each employee must be employed on or before the 15th day of the month to have that month counted in computing sick leave.
- 18.3.3 Ten (10) month employees serving in certificated positions during the summer months may use any accumulated sick leave in a manner similar to the regular school year. Sick leave is not earned for summer school assignments.
- 18.3.4 Employees shall contact their supervisor or designee in advance of taking sick leave as soon as they have direct knowledge and estimate the length of leave in order that other arrangements may be made for the services needed.
- 18.3.5 Following absences due to illness, a doctor’s statement may be required before returning to work.
- 18.3.6 Employees returning to work from sick leave involving major surgery, illness, child birth or accident shall be required to present a doctor’s release verifying medical permission to return to work.
- 18.3.7 The District shall provide each employee with a written statement of (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.
- 18.3.8 Upon retirement from the District, an employee shall receive retirement credit for unused sick leave.
- 18.3.9 If an employee is terminated and has used more sick leave than was earned, the amount used but not earned shall be deducted from his/her final warrant.
- 18.3.10 When an employee is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during his/her absence, or, if no substitute was employed, the amount which would have been paid to the substitute had one been employed.
- 18.3.11 The provisions of this Section relating to compensation shall not apply to the first ten (10) days of absence on account of illness or accident of any such employee

employed less than five (5) days a week to the proportion of ten (10) days of absence to which such employee employed less than five (5) days a week is entitled hereunder on account of illness or accident or to such additional days granted by the Governing Board. The District shall make every reasonable effort to secure the services of a substitute employee.

- 18.3.12 An employee may transfer accumulated sick leave from another school district provided they meet the requirements established by the State of California.
- 18.3.13 An employee may not be allowed to return to service and may be charged with one (1) additional day of sick leave absence if the employee fails to notify the District of intent to return to duty by 3:00 p.m. of the preceding workday, and by such failure of notification a substitute is secured.
- 18.3.14 Extended Illness: Where an employee has been off work for twenty (20) or more workdays subsequent to exhausting all sick leave, the Superintendent may require that the employee be examined by a physician designated by the District at the District's expense to determine the nature of the employee's disability and the employee's fitness for returning to work. The report of the District's physician shall be confidential, but may be used by the District in making decisions regarding the employee's future employment status with the District.

18.4 Catastrophic Sick Leave Bank

- 18.4.1 The Catastrophic Sick Leave Bank shall be created to assist bargaining unit members who have a long term illness or disability as verified by a physician and who have exhausted their accumulated sick leave. Only individuals who have contributed to the Bank shall be eligible to draw from the Bank.
- 18.4.2 Only bargaining unit members who have ten (10) days of earned sick leave may contribute one (1) sick leave day to the Bank. All donations to the Bank shall be irrevocable.
- 18.4.3 The Catastrophic Sick Leave Bank Committee (Committee)
 - A. The Association shall establish a Committee to review and approve or deny requests from the Bank.
 - B. The Committee shall consist of four (4) members. Two (2) members shall be appointed by the Association and two (2) members shall be appointed by the District. In the event there is a tie vote among the Committee Members, the AEA President and the Human Resources Officer shall make the decision to approve or deny the request.
 - C. Decision of the Committee, or the AEA President and Human Resources Officer, shall be final and shall not be subject to the grievance procedure in Article 14 of this Agreement.
 - D. The Committee shall treat all applications and attendant materials as confidential information.
- 18.4.4 The maximum cumulative number of days which any one (1) person may be granted from the Bank during his/her period of employment with the District is thirty (30)

days. Members of the Bank may draw from the Bank after all sick leave has been exhausted. A member who draws from the Bank shall be paid at his/her per diem rate of pay. Sick leave from the Bank may not be granted for periods of disability when monies are being paid to the bargaining unit member under Article 18.6 – Industrial Accident and Illness Leave.

18.4.5 Applicants for benefits from the Bank must make application to the Sick Leave Bank Committee.

18.4.6 There shall be an annual open enrollment period for the Bank coinciding with the District’s open enrollment for health care, in which bargaining unit members who are new-to-the-District, and other unit members who are not currently members of the Bank, may enroll. Bargaining unit members must notify the Sick Leave Bank Committee, in writing, of their desire to participate in the Bank. At the close of the open enrollment period, the Association shall notify the Business Office of the participating individuals, the total number of days contributed and a copy of the written authorizations to deduct sick leave. New unit members employed before or after the open enrollment period shall have thirty (30) days to enroll in the Bank. Membership in the Bank is continuous unless a member notifies the Association, in writing, of their desire to decline further contribution to the Bank as outlined in Section 18.4.7 immediately below.

18.4.7 All unused days contributed to the Bank shall be carried over from year to year. When the total number of days in the Bank is reduced to forty (40) days or less, there shall be declared a thirty (30) day open enrollment period for all bargaining unit members. Unit members must notify the Sick Leave Bank Committee, in writing, of their intent to participate or continue participation in the Bank. At the close of the open enrollment period, the Association shall notify the Business Office of the participating individuals, the total number of days contributed and a copy of the written authorizations to deduct sick leave.

Example:

Year:		Days
2002-2003	Bank starts with:	140
	Days used from the Bank:	-90
2003-2004	Bank starts with:	50
	Days used from the Bank:	-30
	Days available to members:	20

In this example, an open enrollment period shall be initiated to replenish the Bank.

18.4.8 The Catastrophic Sick Leave Bank shall become effective on July 1, 2002, with the first year’s open enrollment beginning on July 1, 2002, and ending on October 1, 2002.

18.5 Child Care Leave: Upon request, the Board may provide an employee who is a natural or adopting parent, leave without pay for the purpose of rearing his/her child. Such leave shall remain in effect at least until the end of the semester, or as mutually agreed. The request for such leave shall be submitted at least sixty (60) days prior to the anticipated date on which the leave is to commence.

- 18.6 Industrial Accident and Illness Leave: An employee, who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the Workers' Compensation Insurance Law, shall be granted paid industrial accident leave for such accident or illness while receiving temporary disability benefits from Workers' Compensation provided that:
- 18.6.1 He/she has served continuously as an employee of the District for one (1) year prior to the industrial accident, or if employed for less than one (1) year, has used all sick leave benefits.
 - 18.6.2 Paid industrial accident or illness leave shall be for not more than sixty (60) working days in any one (1) fiscal year for the same accident or illness.
 - 18.6.3 Paid industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of the temporary disability allowance made under Workers' Compensation. Days absent while on paid industrial accident or illness leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.
 - 18.6.4 If the employee is still unable to return to duty after exhausting paid industrial accident or illness leave, the employee shall be placed on paid illness leave if he/she is eligible therefore as provided in Education Code. Accumulated illness leave will be reduced only in the amount necessary to provide a full days' wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from the Workers' Compensation payments.
 - 18.6.5 After all paid illness leave has been exhausted following a paid industrial accident or illness leave; an employee may choose to receive pay from accrued vacation, earned compensatory time or other earned leave to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Workers' Compensation payments.
 - 18.6.6 After the expiration of all paid leave privileges, the appointing authority may place the employee on an industrial accident or illness leave without pay. The total time of all leave benefits provided under this policy, including unpaid industrial accident or illness leave, shall not exceed thirty six (36) months for any one (1) industrial accident or industrial illness.
 - 18.6.7 While an employee is on any paid leave resulting from an industrial accident or industrial illness the employee's salary paid by the District shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Workers' Compensation Insurance Law, exceed the employee's regular salary.
 - 18.6.8 During all paid leaves resulting from an industrial accident or industrial illness, the employee shall endorse to the District all wage loss benefit checks received under State Workers' Compensation Insurance Laws. The District shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions.
 - 18.6.9 Final allowance for permanent industrial disability settlement shall not be subject to remittance to the District under this policy.

- 18.7 Personal Necessity Leave: Any days of leave of absence for illness or injury allowed by this Agreement may be used by the employee at his/her election, in cases of personal necessity.
- 18.7.1 No advance permission to use this leave shall be required for the following reasons:
- A. Death or serious illness of a member of his/her immediate family. "Immediate family" is defined as "mother, father, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, grandmother, grandfather and grandchild of employee or spouse, son-in-law, daughter-in-law or any relative living in the immediate household of the employee."
 - B. Accident involving his/her person or property or the person or property of his/her immediate family.
- 18.7.2 Ten (10) personal necessity leave days may be granted by the principal without requiring explanation. These days shall not be taken the day before or after holidays or vacation periods or for the following reasons:
- A. Political activities, demonstrations and/or causes
 - B. Vacation, recreation or extension of a holiday
 - C. Routine organization and personal activities
 - D. Employee organization activities
 - E. Rest and relaxation
- 18.7.3 Two (2) of the existing ten (10) days allowed under Article 18, Section 6, may be used by parents or legal guardians, for the purpose of attending activities for their children. Such activities shall include graduation of child, wedding of child, working in child's classroom and attending field trip with child.
- 18.7.4 Effective January 1, 2000, Assembly Bill 109 grants employees the right to use a limited amount of sick leave each calendar year to attend to the illness of a child, parent or spouse. The sick leave used under AB 109 is a maximum of six (6) days for full time employees and prorated amount for part-time employees. This sick leave usage is separate from the current contractual personal necessity leave of ten (10) days per year. Although an employee can use personal necessity for other reasons, the AB109 leave is allowed only for the care of a sick child, parent or spouse. An employee must have sufficient sick leave on the records to use either AB109 leave or personal necessity. The law defines child and parent as follows: Child: biological, foster, adopted, stepchild, legal ward or child of a person standing in loco parentis. Parent: biological, foster, adoptive, stepparent or legal guardian.
- 18.7.5 No such accumulated leave in excess of ten (10) days may be used in any school year for the purpose of personal necessity.
- 18.8 Bereavement Leave: In the event of a death in the immediate family, the employee shall be granted a special leave of three (3) days or five (5) days if out-of-state travel is required.
- 18.8.1 See Section 18.6.1.A of this Article for definition of immediate family.

18.8.2 In exceptional circumstances, other definition of immediate family may be made by the Superintendent or designee.

18.9 Military Leave

18.9.1 Any employee who is on temporary military leave of absence and who has been in the service of the public agency from which the leave is taken for a period of not less than one (1) year, immediately prior to the day on which the absence begins, shall be entitled to receive his/her salary or compensation as such public employee for the first thirty (30) calendar days of any such absence. "Temporary military leave of absence" means a leave of absence from public employment to engage in ordered military duty for a period which, by the order, is not to exceed one hundred and eighty (180) calendar days, including travel time.

18.9.2 Such absence does not affect classification and does not constitute a break in service, although he/she may not count such absence as part of the services required as a condition precedent to permanent classification.

18.9.3 Upon return from military service within six (6) months, the employee is entitled to his/her former position at a salary she/he would have received had she/he not been in military services.

18.10 Sabbatical Leave

18.10.1 Eligibility: Any unit member who has been in the employ of the District for not less than seven (7) consecutive years, four (4) of which shall have been under tenure, may be granted a Sabbatical Leave of Absence of one (1) year or less at the discretion of the Board.

18.10.2 Types of Leave: The Board may grant a leave for: (1) formal study, (2) independent study or (3) travel.

18.10.3 Formal Study: An applicant who applies for leave for formal study shall agree to undertake a full load of at least twelve (12) upper division or eight (8) graduate units or a total of ten (10) upper division and graduate units per semester in an accredited university or institution of higher learning.

18.10.4 Independent Study: An applicant for independent study leave shall agree to pursue a program of study, research and/or experience under guidance of a sponsor from a recognized institution of higher learning. This program must be at least equivalent in effort and content to the required units of a formal study leave.

18.10.5 Travel Leave: Applicants who desire to travel shall submit a detailed plan of the proposed travel and an explanation of how the travel will relate to the schoolwork of said employee.

18.10.6 Application for Leave: Application for leave plus a plan of work must be filed with the Board of Education before March 1. Sabbatical Leave shall be granted for no more than a full school year.

18.10.7 Order of application, length of service and the rating of the proposed program of study or travel by the District Evaluation Committee will determine who shall be

granted Sabbatical Leave. The Board of Education reserves the right of final decision in all cases.

- 18.10.8 Purposes of Leave: The program submitted for all types of leave (formal study, independent study, travel) shall include definite plans to: (1) increase knowledge in the field of the employee's subjects; (2) improve teaching, consultant or administrative techniques; or (3) provide for a broadened cultural background that may increase the value of the individual as an educator.
- 18.10.9 Return to Service: The employee must agree to return to the District for a minimum of two (2) years of service following his/her Sabbatical Leave.
- 18.10.10 Limitation on Leaves: Not more than two (2%) percent of all certificated personnel may be on Sabbatical Leave at any time.
- 18.10.11 Compensation: The employee on Sabbatical Leave shall receive fifty (50%) percent of the salary he/she would have received had he/she remained in active service. The year of Sabbatical Leave shall be credited as a year of service in the District for salary and retirement purposes. There are three (3) methods for processing payment of salary:
- A. Indemnity Bond: Prior to entering upon a Sabbatical Leave, the employee would file with the Board of Education a suitable bond indemnifying the school district for all salary paid said employee during leave in the event the employee fails to carry out satisfactorily the program of study filed with the Board, or in the event the employee fails to return and render two (2) full years of service following termination of Sabbatical Leave. By this method, the regular monthly salary is paid. Forfeiture of bond will not result if failure to return for service or failure to complete work satisfactorily is due to death, physical disability or mental disability, the latter to be certified by a physician of the District's choice.
 - B. Payment of Salary Following Return from Sabbatical Leave: Salary for Sabbatical Leave may be paid in two (2) equal installments, without the necessity of posting an indemnity bond. The first installation shall be paid at the end of the first semester after the return of the employee from leave (provided that the employee has received salary other than for illness for a minimum of seventy-five (75) days during the first semester. If this requirement is not fulfilled, the first installment will be paid at the end of the third semester (same as above qualification).
 - C. Education Code 44969: "If the Governing Board finds and by resolution declares that the interests of the District will be protected by the written agreement of the employee to return to the service of the District and render at least two (2) years service therein, following his/her return from the leave, the Governing Board, at its discretion, may waive the furnishing of the bond if furnished." (monthly payment)
 - D. Further, according to the discretion of the Board, said written agreement will provide for repayment to the District of salary earned on Sabbatical Leave if the employee fails to return and render two (2) years of service.
- 18.10.12 Additional Compensation: The applicant who has been granted Sabbatical Leave and has complied with the provisions under which such leave was granted will receive

fifty (50%) percent of his/her regular salary for the period of time for which the Sabbatical Leave was granted, computed on a monthly basis; provided, however, that the compensation for any employment accepted during Sabbatical Leave shall not exceed the difference between the regular salary the employee would have received had he/she remained on duty and any other remuneration she/he might receive during Sabbatical Leave. In other words, his/her total remuneration for the Sabbatical Leave year must not exceed the regular salary he/she would have received had he/she remained on duty during that year.

- 18.10.13 Report to the Board: The employee while on leave shall notify the Board of Education of any employment and the rate of remuneration, and upon completion of the leave shall file a statement with the Board setting forth the sources and amount of income received while on leave. Upon completion of the leave and no later than thirty (30) days from the beginning of the next succeeding semester, a complete written report shall be made to the Board. An official transcript of courses taken and grades earned must be filed with the Human Resources Office upon completion of a leave for formal study. A written statement from a sponsor shall be acceptable in lieu of a transcript of grades. A full report in writing on the travel program shall be submitted. This report must be acceptable to the Board.
- 18.11 Personal Leave of Absence: A permanent employee, who is not eligible for a Sabbatical Leave, may request a Personal Leave of Absence for purposes of study, travel and health. The granting of these absences is at the discretion of the Board of Education but all absences for such purposes, including Sabbaticals, shall not exceed three (3%) percent of the employees in the bargaining unit for that school year. Such leave may be granted for a maximum period of one (1) year. There is no remuneration for Personal Leave of Absence. Employees in the bargaining unit requesting leave for health purposes shall file a statement from a duly licensed physician attesting to their inability to perform their duties. The decision of the District physician shall be final. Employees may retain their health and welfare benefits by paying the District the cost of such benefits.
- 18.12 Peace Corps, State Department and Armed Services: Leave of absence for service in the schools administered by the Armed Forces, Peace Corps and the Agency for International Development of the Department of the State of the US may be granted for not more than two (2) years.
- 18.13 Professional or Community Service
- 18.13.1 An employee who shall have cause to be absent for professional or community service reasons and who shall be willing to pay for a substitute, may be granted such leave up to five (5) days a year.
- 18.13.2 Leave for members of Antioch Education Association shall be granted up to twelve (12) days in one (1) year provided that any one (1) person does not take more than five (5) days. The AEA will make full payment for the substitute teacher or teachers required. Elected officers of the AEA may take unlimited leave as set forth in Education Code Section 44981.
- 18.14 Subpoena Leave of Absence
- 18.14.1 Subpoena leave is provided when an employee is absent because of a mandatory court appearance as a witness, not a litigant, in response to a subpoena duly served. An employee shall suffer no monetary loss by reason of this service, but shall receive that portion of his/her salary which represents the difference between fees paid by the court or by the party requiring the appearance and his/her regular salary.

- 18.14.2 A copy of the subpoena or a certificate of the clerk of the court and a report of fees received, exclusive of mileage, shall be filed with the absence report in the Human Resources Office.
- 18.15 Jury Duty: Employees may be absent from the District assignments to serve as juror without loss of pay. The District shall be reimbursed by the employee to the extent of any fees paid the employee to serve as juror.
- 18.16 Legislative Leave: A permanent employee who is elected to the State Legislature shall be entitled to an unpaid leave of absence for the length of his/her term of office.
- 18.16.1 The employee on such leave shall notify the Board of his/her intended return at least six (6) weeks in advance.
- 18.16.2 The employee shall, within six (6) months of expiration of the term of office, be entitled to return to the position held at the time of election. If the position held at the time of election has been abolished at the time the employee is eligible to return to District service, reinstatement shall be made at the salary to which the employee would have been entitled had Legislative Leave not been utilized.
- 18.16.3 During the term of Legislative Leave of Absence, the employee may be employed by the District to perform less than full time service requiring certification qualifications, for such compensation and upon such terms and condition as may be mutually agreed upon.
- 18.17 Miscellaneous Leave
- 18.17.1 An employee shall be allowed to leave his/her work location for less than one-half (1/2) of the workday for the following reasons:
- A. Doctor or dental appointments
 - B. Necessary school related activities
 - C. Attendance and/or participation in educational classes which would benefit the employee and the District
- 18.17.2 Absences under this Section shall be approved in advance of taking the leave by the immediate supervisor. Absences shall be allowed only if no extra cost such as, but not limited to, the hiring of a substitute employee is incurred.
- 18.18 Pre-Holiday Leave: On the last day of student attendance and on the last day of student attendance prior to Winter Recess, it will be permissible for employees to leave their work location before the end of the workday, but not before the end of the teaching day, with the approval of the supervisor.
- 18.19 Unauthorized Leave
- 18.19.1 The District and each employee of the District may enter into an employment contract whereby the employee has agreed to supply, for a specified time; certain designated professional services to the District for an agreed salary.

- 18.19.2 These services are to be provided by the employee unless he/she is absent as authorized by State Law or this Agreement.
- 18.19.3 An employee who is absent from work other than for those days as authorized by State Law or this Agreement is taking unauthorized leave. Such unauthorized leave constitutes a breach of contract. The District will deduct an amount equal to the ratio of days absent to the days of required service for unauthorized leaves.
- 18.19.4 An employee, after three (3) working days of unauthorized absence, will be notified in writing by the Superintendent or his/her designee of the breach of contract.
- 18.19.5 Unauthorized absence is a breach of contract and a violation of this rule by an employee, who is absent on unauthorized leave for more than three (3) working days in a school year, shall be subject to such disciplinary action as the District deems appropriate under the circumstances. The District may rescind the disciplinary action upon presentation to the District of a satisfactory explanation of the absence.
- 18.19.6 Any employee who is absent from his/her employment with the District for five (5) consecutive working days without authorization, or who fails to return to work within five (5) working days after the expiration of an unauthorized leave of absence, shall be deemed to have abandoned his/her employment with the District and such conduct shall constitute an automatic resignation of the employee. The Board may rescind the resignation and reinstate the employee to his/her former position upon presentation to the Board of a satisfactory explanation of the absence at the time of his/her request for reinstatement. The employee shall be entitled to a hearing before the Board prior to the final disposition of the matter. Upon the establishment and acceptance of a satisfactory explanation of the unauthorized absence, one may use Personal Necessity Leave, if appropriate.
- 18.19.7 Except as may be specifically provided, Leave provisions of this Agreement shall not be utilized for employee organization activities and/or concerted activities. Any such utilization will be treated in accordance with Sections 18.18.3, 18.18.4 and 18.18.5 except that the three (3) working day requirement of Section 18.18.4 shall not be applicable.
- 18.20 Miscellaneous: Unless otherwise provided in this Article, an employee on an unpaid or paid leave of absence shall be entitled to return to the same classification which s/he held immediately before commencement of the leave and to retain his/her health and welfare benefits with the employee reimbursing the District for the cost.

ARTICLE 19
EVALUATION PROCEDURES

- 19.1 Evaluations are conducted to maintain and improve the quality of education in the District.
- 19.2 In the evaluation process, the District accepts as a fundamental premise for a successful evaluation program the necessity for mutual respect and confidence to exist between the evaluator and the evaluatee.
- 19.3 Evaluation Procedure
- 19.3.1 Every probationary employee shall be evaluated by the immediate supervisor and/or designee in writing at least once each school year.
- 19.3.2 Permanent Unit Members
- A. Evaluation Every Other Year: Every permanent bargaining unit member shall be evaluated by their immediate supervisor and/or designee in writing every other year, except for those who qualify under Section 19.3.2.B. An evaluatee with permanent status in the District or the evaluator may initiate an annual evaluation if deemed necessary.
- B. Evaluation Every Five (5) Years: By mutual agreement of the evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every five (5) years providing all of the following conditions apply.
1. The unit member has achieved permanent status.
 2. The unit member has been employed by the District for ten (10) years. For the purposes of this section, a year of employment shall count if the unit member was employed at least fifty (50%) percent of the days required in the work year.
 3. The unit member's immediate prior evaluation was deemed satisfactory as defined elsewhere in this Article.
 4. In addition, if a unit member occupies a position required to be filled by a highly qualified professional by the Federal No Child Left Behind Act of 2001 as defined in 20 U.S.C. Section 7801, the unit member must be highly qualified to be eligible for an every five (5) year evaluation under this Section.
 5. Mutual agreement may be withdrawn by either the evaluator or the unit member.
- 19.3.3 The elements used for evaluation of performance will be in accordance with the criteria mutually agreed upon by the evaluator and the evaluatee at the initial conference as outlined in Appendices of this Agreement. The elements for evaluation found in Appendix D applies to bargaining unit members teaching at Prospects Independent Study Program. The elements for evaluation found in Appendix E apply to all other bargaining unit members.

- 19.3.4 Failure to reach agreement on the elements of evaluation shall necessitate the utilization of the following procedure:
- A. Evaluator and evaluatee are to resolve their differences within three (3) working days of the initial conference.
 - B. If the differences are not resolved, each party to the disagreement shall appoint a representative to the mediation panel within three (3) working days.
 - C. The representatives of the evaluator and evaluatee shall have three (3) working days to agree on a third member for the panel.
 - D. If such agreement is not possible, the California State Mediation and Conciliation Service shall be contacted to provide a conciliator to serve as the third panel member.
 - E. A final, binding and non-appealable decision will be rendered by the mediation panel no later than the fifth working day in November.
- 19.3.5 During the course of the evaluation period, mitigating circumstances may arise which require modification of the evaluation parameters. If the evaluatee requests that his/her evaluation parameters be modified due to mitigating circumstances, such request must be made no later than fifteen (15) working days prior to the mid-year evaluation conference and no later than fifteen (15) working days prior to the final evaluation conference. The necessity for review of the evaluation criteria shall be determined by the employee being evaluated and the determination of new evaluation elements shall be arrived at in accordance with Section 19.3.4. It shall be the responsibility of the evaluatee to invoke the provisions of Section 19.3.4 no later than five (5) working days subsequent to the conference at which s/he requests modification of evaluation parameters due to mitigating circumstances.
- 19.3.6 Final evaluation shall be based upon at least one (1) formal observation, which is at least a twenty (20) minute observation of the unit member's ordinary job functions. Two (2) such observations on different days shall precede negative judgments on a final evaluation. Each shall be followed by a conference including comments on the evaluator's judgments and a discussion of the observation. This procedure does not limit or preclude the use of informal observations by an administrator which may take place on a casual basis. Negative informal observations of classroom and non-classroom activities will be brought to the unit member's attention prior to use in any evaluation.
- 19.3.7 Any employee who receives a negative evaluation shall, upon request, be entitled to a subsequent observation, conference, and written evaluation as prescribed above. Such entitlement shall continue after each written evaluation until the problems cited in the evaluation are rectified or other action is taken.
- 19.3.8 The employee's evaluator shall take positive action to correct any cited deficiencies. Such action shall include specific recommendations and, if possible, released time for the employee to visit and observe other similar classes in other schools.
- 19.3.9 If subsequent remedial action eliminates the negative evaluation and/or the identified deficiencies, the evaluation(s) citing such deficiencies shall be removed from the

evaluatee's personnel file after a period of thirty-six (36) months upon the request of the employee.

- 19.3.10 No employee shall be held accountable for any aspect of the educational program over which s/he has no authority or means to correct deficiencies.
 - 19.3.11 Non-administrative personnel shall not be required to participate in the evaluation and/or observation of other non-administrative certificated personnel.
 - 19.3.12 Grievance procedures may be utilized in cases of alleged violation of procedural matters. In the event that a grievance arises and such grievance is resolved in favor of the evaluatee, the arbitrator shall determine what language in the evaluation document shall be stricken and what shall remain based on the issues raised in the grievance.
 - 19.3.13 The District shall release employees who are chosen to serve on the Commission on Professional Competence in accordance with Education Code Section 44994. Such service shall be considered a professional responsibility and the rights and duties of the employee in rendering such service shall be those contained in Education Code Sections 44944 and 45047.
 - 19.3.14 Hearsay statements shall be excluded from written evaluations.
 - 19.3.15 Where the District seeks to revise forms relating to evaluation, it shall be free to do so, after presenting such changes to the leadership of the Association for consensus.
- 19.4 Dates for Evaluations
- 19.4.1 Prior to October 1, every school year:
 - A. Employees to be evaluated in a given year will be so informed in writing by the evaluators.
 - B. Employees to be evaluated shall also be informed as to:
 - 1. Who the evaluator(s) will be;
 - 2. The criteria to be used in the evaluation process;
 - 3. The steps to be included in the evaluation process;
 - 4. The provisions for support services and follow-up counseling; and
 - 5. The provision for evaluatee to append his/her statement to evaluation report if desired;
 - 19.4.2 Prior to October 15 every school year: An initial conference between evaluator and evaluatee will be held.
 - 19.4.3 Prior to February 1 every school year:
 - A. For non-tenured teachers the mid-year evaluation conference and mid- year evaluation form are to be completed by February 1.

- B. If, at the option of either the permanent teacher or the evaluator, a mid-year evaluation is to be made, a mid-year conference and a mid-year evaluation form are to be completed no later than February 1.

19.4.4 Prior to May 1 every school year:

- A. All certificated employees being evaluated and not covered by Section 19.3.2 must receive final evaluations.
- B. Each final evaluation summary will be a summary of the observation(s) made by the evaluator(s) and will be a composite made by those evaluator(s) who have observed the employee.

19.4.5 Prior to March 15 every school year: Each employee not recommended for reemployment will be so informed in writing along with the reasons for this decision. These reasons will include the areas of weakness which previously have been called to the attention of the employee during evaluation conferences in which correction has been deemed inadequate.

19.5 Documentation

19.5.1 Dated written reports shall be made of all conferences dealing with evaluation. After the conference the evaluator will give the evaluatee a duplicate copy of the summary or written report signed by the evaluator and evaluatee. The signature of the evaluatee shall not imply either agreement or disagreement with the evaluation report. If the evaluatee is in disagreement with the content of the report, s/he will so state in writing and this statement will become a permanent part of the evaluation summary.

19.5.2 Evaluation reports or summaries filed in the District Office will contain no statement which has not been made available to the certificated employee evaluated prior to its being placed in his/her file.

19.5.3 Any adverse report which might appear on an evaluation summary will be immediately brought to the employee's attention and supported by written reports of observed deficiency. In addition, the evaluator will confer with the evaluatee and make specific recommendations in writing relative to techniques and procedures for improving noted deficiencies.

ARTICLE 20
DUE PROCESS FOR DISCIPLINE

- 20.1 This Article provides due process for disciplinary actions outlined below. It does not affect other personnel actions which may be governed by the Education Code or other procedures not specified herein.
- 20.2 Disciplinary action under this Article is limited to mandatory leaves without pay. Any suspension without pay shall be limited to fifteen (15) workdays.
- 20.3 The disciplinary action must be based upon just cause and according to the principles of progressive discipline.
- 20.4 Any disputes arising out of this Article may be submitted to final and binding arbitration as provided in Article 14 of this Agreement.
- 20.5 Any proposed suspension of a bargaining unit member shall be preceded by written notice of the right to appeal said action by filing a grievance as provided in Article 14 of this Agreement.
- 20.6 There shall be no loss of pay to a unit member until after the completion of the grievance process if the action is challenged.
- 20.7 The bargaining unit member may challenge the District's action by submitting, within ten (10) business days of notice of action, a written objection to the Human Resources Officer. The timeline may be extended by mutual agreement for extenuating circumstances, e.g. scheduled vacation.

ARTICLE 21
TEACHER TRAVEL

- 21.1 Employees who are assigned to more than one (1) school shall be given reasonable notice if there is to be a change to their schedule.
- 21.2 Employees who are required to use their own automobile in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the District's current mileage rate for all driving done between the arrival at the first location and other work locations during that day.
- 21.3 Teachers who use their personal cars for District-approved field trips or other approved business of the District shall receive the benefits provided in paragraph above.
- 21.4 Travel assignments shall be made based on the educational needs of the District.

ARTICLE 22
STATUTORY CHANGES

Improvements to employee benefits which are brought about by the amendment or addition of mandatory statutes now provided in California or Federal law shall be provided to the employees.

ARTICLE 23
EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures and over State laws to the extent permitted by State law and that in the absence of specific provisions in this Agreement, such practices and procedures are discretionary.

ARTICLE 24
PHYSICAL EXAMINATIONS

Examinations for tuberculosis are required every four (4) years. Except in unusual circumstances, the District will reimburse the employee for up to the amount of the fee assessed by the Contra Costa County Health Department for tuberculosis examination.

ARTICLE 25
SHARED ASSIGNMENT

- 25.1 “Shared Assignment” at the elementary level shall be defined as two (2) bargaining unit members sharing the same assignment during a portion of, or an entire, school year. “Part-Time Assignment” shall be defined at the secondary level as a bargaining unit member who works less than a full time assignment for a portion of, or an entire, school year.
- 25.2 The District and the Association recognize the importance of shared and part-time assignments to both the District and to individual unit members. Every effort shall be made to accommodate shared or part-time assignments when possible.
- 25.3 Application and General Provisions
- 25.3.1 Bargaining unit members requesting shared or part time assignments shall do so prior to April 15 of the preceding year. The District Superintendent or his/her designee shall notify applicants for shared or part-time assignments of his/her determination prior to the last working day in May.
- 25.3.2 Bargaining unit members applying for, and who are granted, a shared or part-time assignment shall concurrently be applying for a leave of absence for that portion of their full time assignment they will not be working. Except under extenuating circumstances, only permanent unit members shall be approved for leaves of absence for shared or part-time assignments. For the purpose of this Section, the AEA President and the Human Resources Officer shall operationally define “extenuating circumstances.”
- 25.3.3 Prior to April 15 of each school year, shared or part-time unit members shall notify their site administrator and the Human Resources Officer of their intent to continue their current assignment, to seek another shared or part-time assignment at the site or in the District, or to return to full time employment.
- 25.3.4 If a site administrator contemplates canceling a shared or part-time assignment for the subsequent school year, there shall be a meeting of the site administrator and the affected unit member(s). If a dispute arises, a subsequent meeting shall be held prior to March 15, which shall include the affected unit member(s), the AEA President, the site administrator and the Human Resources Officer to discuss the situation and seek an amicable resolution. Shared and part-time assignments may not be denied arbitrarily, capriciously or without basis in fact.
- 25.3.5 Bargaining unit members shall be entitled to reenter a full time assignment for which they are credentialed. Reentry to a full time position from a shared or part-time assignment may be limited to the beginning of the school year.
- 25.4 If all other factors are equal and the reentering unit members on shared assignment disagree on the next year’s assignment, preference of the most senior unit member shall prevail.
- 25.5 Bargaining unit members on a shared or part-time assignment shall contribute toward fringe benefit premiums in accordance with Article 13 of this Agreement.
- 25.6 The District Superintendent shall notify applicants for shared assignment of his/her determinations prior to the last working day in May. The Superintendent’s decision shall be final.

ARTICLE 26
PEER ASSISTANCE AND REVIEW PROGRAM (PAR) AND
THE INDUCTION PROGRAM (IP)

26.1 Purpose Statement

26.1.1 Peer Assistance and Review Program: It is the intent of the Association and the District to establish a Peer Assistance Program that enables exemplary teachers to assist teachers in professional development. The focus of this program is to improve instruction, including subject matter knowledge, strategies and methods. This program is part of a coordinated effort by the Association and the District to train, strengthen and retain employees.

26.1.2 Induction Program: It is the intent of the District and the Association to develop and implement a credential preparation program that will assist teachers holding a preliminary credential to achieve their professional clear credential. It is the intent of the Parties to this Agreement that this “Learning to Teach” program will enable exemplary teachers to serve as mentors to assist Induction Program Teachers with advanced curriculum preparation, formative assessment, personal induction plans and mastering the application of prior learning. This Program is part of a coordinated effort by the Association and the District to train, strengthen and retain employees.

26.2 Definitions

26.2.1 “Classroom Teacher” or “Teacher” means any classroom teacher who is a member of the certificated bargaining unit.

26.2.2 “Consulting Teacher” means a certificated bargaining unit member who is selected by the Joint Committee to provide assistance to Referred and/or Voluntary Participating Teachers.

26.2.3 “Evaluator” means the certificated administrator appointment by the Superintendent to evaluate a certificated teacher.

26.2.4 “Induction Program” means the credential preparation program developed and implemented by the District to assist teachers holding a preliminary credential to achieve their professional clear credential.

26.2.5 “Induction Program Teacher” means a preliminary credentialed teacher who is enrolled in the Induction Program.

26.2.6 “Support Provider” means a certificated bargaining unit member who is selected by the Joint Panel to provide assistance to Induction Program Teachers.

26.2.7 “Referred Participating Teacher” means any certificated bargaining unit member who has been referred to the Peer Assistance Program because his/her most recent performance evaluation contained an overall unsatisfactory evaluation in the areas of teaching methods and instruction on the final evaluation form.

26.2.8 “Voluntary Participating Teacher” means any bargaining unit member (intern, temporary, probationary or permanent) who voluntarily participates in the Peer Assistance Program.

- 26.3 Joint Committee: The Joint Committee shall consist of five (5) members: Three (3) permanent certificated classroom teachers who are selected by the Association and two (2) members chosen by the Superintendent. The initial term for two (2) teacher members and one (1) Superintendent's member of the Joint Committee shall be two (2) years for one (1) term cycle and the initial term for the remaining members shall be three (3) years for one (1) term cycle. For the purposes of length of term, the initial terms shall start on July 1, 2000. Subsequent terms for all members shall be two (2) years.
- 26.3.1 The Joint Committee shall make all decision through consensus for appointments, reports and recommendations to the Superintendent, and program plans and budgets. Failing consensus, decisions shall be made by majority vote. Four (4) of the five (5) Joint Committee members shall constitute a quorum for the purposes of meetings and conducting business.
- 26.3.2 The Joint Committee shall establish its own meeting schedule. Such meetings shall take place during the regular workday. Effective July 1, 2003, teachers who are members of the Joint Committee shall receive a stipend of two thousand (\$2,000) dollars and one thousand (\$1,000) dollars for each subsequent year and shall be released from their regular duties to attend meetings without loss of pay or benefits.
- 26.3.3 The Joint Committee shall also serve as the advisory board of the Induction Program. No bargaining unit member sitting as a member of the Advisory Board shall make comments, evaluative judgments and/or recommendations about any Induction Program Teachers.
- 26.3.4 The Joint Committee shall be responsible for the following:
- A. Providing annual training for Joint Committee Members.
 - B. Adopting rules and procedures to effect the provisions of this Article, including but not limited to, a method of selecting a Chair and another person to take and maintain meeting minutes. Said rules and procedures shall be consistent with the provisions of this Agreement, and to the extent there is an inconsistency, the Agreement shall prevail.
 - C. Establishing application procedures for Consulting Teachers and Support Providers.
 - D. Selecting the panel of Consulting Teachers and Support Providers.
 - E. Providing training for Consulting Teachers and Support Providers prior to their participation in the program.
 - F. Selecting trainers and/or training providers, which may include District, university, CTA staff and/or private consultants.
 - G. Receiving written notification from the Superintendent of any teachers requiring participation in the Peer Assistance Program and a list of Induction Program Teachers. Making available a list of Consulting Teachers for selection by Referred and Voluntary Participating Teachers, and a list of Support Providers for selection by Induction Program Teachers. Communicating to the appropriate site principal the names of Referred Participating Teachers and their Consulting

Teacher, and the names of Induction Program Teachers and their Support Provider.

- H. Distributing at the beginning of each year a copy of the adopted rules and procedures to all bargaining unit members and administrators.
- I. Reviewing the final report prepared by the Consulting Teacher.
- J. Making recommendations to the Superintendent regarding the Referred Participating Teacher's progress in the Peer Assistance Program. The recommendation is to consist of:
 - 1. Referred Participating Teacher's name.
 - 2. Referred Participating Teacher did or did not participate fully in the Peer Assistance Program, and one (1) of the following:
 - a) Is making progress and continued participation in the Peer Assistance Program is recommended; or
 - b) Made significant progress and continued participation in the Peer Assistance Program is not needed; or
 - c) Did not make progress in the Peer Assistance Program and is not recommended for continued participation in the Peer Assistance Program.
- K. Evaluating annually the impact of the Peer Assistance Program in order to improve the program. The Parties to this Agreement mutually agree to meet and bargain recommendations of the Joint Committee for changes in this Article.
- L. Developing the budget for the Peer Assistance Program beginning with the 2000-2001 school year.
- M. Planning staff development activities for the Peer Assistance Program with year end carry over funds.
- N. Changes in this Article
 - 1. Changes in Article 26 shall only be agreed to by the Bargaining Teams of the Parties to this Agreement and ratified by the AEA Membership and the AUSD Board of Education.
 - 2. Procedure for Making Changes in Article 26
 - a) No later than March of each work year the Joint Committee shall meet and discuss program plans for the subsequent work year. If those plans require changes in Article 26 or agreement of the Parties to the Agreement, those proposed changes shall be submitted to the AEA President and AEA Bargaining Chair and the Human Resources Officer no later than April 1.

- b) The Bargaining Teams of the Parties shall take action on the Joint Committee's proposed changes at their next regularly scheduled bargaining session, or if no session is scheduled, as soon as the Bargaining Teams can calendar a bargaining session.
- c) If the Joint Committee's proposed changes to Article 26 are adopted by the Parties at the bargaining table, the changes shall be placed before the AEA Membership and the AUSD Board of Education for ratification at the next regularly scheduled ratification vote.
- d) If the Joint Committee's proposed changes to Article 26 are not ongoing in nature, and if the Bargaining Teams choose to adopt and/or modify the proposed changes, any changes shall be bargained, committed to a Memorandum of Understanding which includes a sunset date, signed by the Parties and placed in the Agreement between the Parties. The MOU shall sunset on the prescribed date. If the Joint Committee would like to propose to extend the MOU beyond the sunset date, the Joint Committee must employ the process outlined in this subsection of Article 26.

26.4 Confidentiality

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential, subject to response to a subpoena or order of the court, except as outlined in Article 19 of this Agreement.

26.5 Referred Participating Teacher

27.5.1 A Referred Participating Teacher may select his or her own Consulting Teacher from the panel of Consulting Teachers provided by the Joint Committee. A different Consulting Teacher may be selected by the Participating Teacher to work with him/her at any time during the first six (6) weeks of the process when requested by the Participating Teacher or the Consulting Teacher. The Participating Teacher shall be allowed only one (1) change per year.

26.5.2 A Consulting Teacher shall not participate in the formal District evaluation of any Referred Participating Teacher.

26.5.3 All communication between the Consulting Teacher and a Referred Participating Teacher shall be confidential, and without the written consent of the Referred Participating Teacher shall not be shared with others, including the site principal, the evaluator, other staff members, or the Joint Committee, with the exception of the Consulting Teacher's final written report as described in Section 26.7.10 of this article.

26.5.4 A Referred Participating Teacher has the right to be represented throughout these procedures by an Association representative of his/her choice.

26.6 Voluntary Participating Teacher

26.6.1 The purpose of participation in the Peer Assistance Program for the Voluntary Participating Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of any Voluntary Participating Teacher.

- 26.6.2 The Voluntary Participating Teacher may put in a request to the Joint Committee to participate in the Peer Assistance Program. The Consulting Teacher and the Voluntary Teacher shall meet to establish goals and develop a plan to meet his/her needs.
- 26.6.3 The consulting Teacher shall not prepare any written report regarding a Voluntary Participating Teacher.
- 26.6.4 A Voluntary Participating Teacher may terminate his or her participation in the Peer Assistance program at any time. Terminating participation shall not be reflected in any evaluation or any report.
- 26.6.5 All communication between the Consulting Teacher and a Voluntary Participating Teacher shall be confidential, and without the written consent of the Voluntary Participating Teacher, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.
- 26.7 Consulting Teacher: The qualifications for the Consulting Teacher shall be set forth in the Rules and Procedures developed by the Joint Committee, provided that the following shall constitute minimum qualifications: credentialed classroom teacher with permanent status with at least four (4) years consecutive teaching experience, substantial recent experience in classroom instruction; and demonstrated exemplary teaching ability, as indicated by effective oral and written communication skills, subject matter knowledge and master of a range of teaching strategies necessary to meet the needs of pupils in different contexts. A Consulting Teacher cannot be a member of the Joint Committee.
- 26.7.1 Consulting Teacher positions shall be filled by the posting of the position by the District. Each applicant is required to submit a completed application. All applications shall be treated with confidentiality and they shall not be placed in a Consulting Teacher's personnel file. The Joint Committee procedures for selecting Consulting Teachers shall include provisions for classroom observation of the Consulting Teacher Candidates.
- A. If after posting and recruitment within the bargaining unit there is still a need for additional Consulting Teachers, the Joint Committee may recruit from among the ranks of retired teachers. Preference shall be given to past unit members over retired teachers from other districts.
- B. A Consulting Teacher may be a part time employee of the District.
- 26.7.2 A Consulting Teacher shall be provided release time as determined by the Joint Committee. The term of the Consulting Teacher shall be two (2) years, and he/she may not serve in the position for more than two (2) consecutive terms. If after posting and recruitment within the bargaining unit there is still a need for additional Consulting Teachers, the Joint Committee may accept applications from previous Consulting Teachers who have already served two (2) consecutive terms.
- 26.7.3 Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Consulting Teacher shall retain all rights of bargaining unit members. A Consulting Teacher may not be appointed to a site administrative position until two (2) full years after the expiration of their Consulting Teacher term.

- 26.7.4 Consulting Teachers shall have the responsibility of no more than one (1) Referred Participating Teacher, or not more than three (3) Voluntary Participating Teachers.
- 26.7.5 Consulting Teachers shall receive the following stipends:
- A. One thousand (\$1,000) dollars per year for working with each Voluntary Participating Teacher.
 - B. Three thousand (\$3,000) dollars per year for working with a Referred Participating Teacher.
- 26.7.6 Consulting Teachers shall assist participating teachers by demonstrating, observing, coaching, conferencing and referring, or by other activities which in their professional judgment shall assist the participating teachers.
- 26.7.7 The Consulting Teacher shall meet with Referred Participating Teachers to: discuss the Peer Assistant Program; establish mutually agreed upon goals and objectives; develop an assistance plan; and develop a process for determining successful progress in the Peer Assistance Program.
- 26.7.8 The Consulting Teacher shall meet with Voluntary Participating Teachers to establish mutually agreed upon goals and objectives and develop a plan to meet their needs.
- 26.7.9 The Consulting Teacher shall log the dates, times and instructional area worked on with the Referred Participating Teacher and shall provide periodic written feedback to the Referred Teacher for discussion and review.
- 26.7.10 The Consulting Teacher's final written report shall make recommendations to the Joint Committee in regard to the Referred Participating Teacher's progress in the Peer Assistance Program. The report shall be that the Referred Participating Teacher did or did not participate fully in Peer Assistance, and one (1) of the following:
- A. Is making progress and continued participation in the Peer Assistance Program is recommended; or
 - B. Made significant progress and continued participation in the Peer Assistance Program is not needed; or
 - C. Did not make progress in the Peer Assistance Program and is not recommended to continue in the Program.
- 26.7.11 The Consulting Teacher shall submit the written report to the Referred Participating Teacher to receive his/her input and signature before the Consulting Teacher submits it to the Joint Committee. The Participating Teacher's signature does not mean agreement, but rather that s/he has received a copy of the report. The Referred Participating Teacher shall have the right to submit a written response within twenty (20) days and have it attached to the final report. The Referred Participating Teacher shall also have the right to request a meeting with the Joint Committee and to be represented at this meeting by the Association representative of his/her choice.
- 26.8 The results of the Referred Participating Teacher's participation in the Peer Assistance Program shall be made available for placement in his/her personnel file and may be used in the evaluation of the Referred Participating Teacher.

26.9 Induction Program Teacher

26.9.1 An Induction Program Teacher may select his/her own Support Provider from the panel of Support Providers provided by the Joint Committee. A different Support Provider may be selected to work with an Induction Program Teacher when requested by the Induction Program Teacher, Support Provider or the Joint Committee.

26.9.2 A Support Provider shall not evaluate any Induction Program Teacher. However, at the request of the Induction Program Teacher, the Support Provider may attend any evaluation conference.

26.9.3 All communication between the Support Provider and an Induction Program Teacher shall be confidential, and without the written consent of the Induction Program Teacher shall not be shared with others, including the site principal, the evaluator, other staff members or the Joint Committee.

26.9.4 An Induction Program Teacher has the right to be represented throughout these procedures by an Association representative of his/her choice.

26.10 Support Provider: The qualifications for Support Provider shall be set forth in the Rules and Procedures developed by the Joint Committee, provided that the following shall constitute minimum qualifications: credentialed classroom teacher with permanent status with at least four (4) years consecutive teaching experience; substantial recent experience in classroom instruction; and demonstrated exemplary teaching ability as indicated by the effective oral and written communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts. A Support Provider cannot be a member of the Joint Committee.

26.10.1 Support Provider positions shall be filled by the posting of the position by the District. Each applicant is required to submit a completed application. All applications shall be treated with confidentiality and they shall not be placed in a Support Provider's personnel file. The Joint Committee procedures for selecting Support Providers shall include provisions for classroom observation of the Support Provider Candidates.

A. If after posting and recruitment within the bargaining unit there is still a need for additional Support Providers, the Joint Committee may recruit from among the ranks of retired teachers. Preference shall be given to past unit members over retired teachers from other districts.

B. A Support Provider may be a part time employee of the District.

C. If a prospective applicant is a retired teacher, the classroom observation requirement may be waived.

26.10.2 A Support Provider shall be provided release time as determined by the Joint Committee. The terms of the Support Provider shall be one (1) year, and s/he may serve additional terms by action of the Joint Committee.

- 26.10.3 Functions performed pursuant to this Article by bargaining unit members shall not constitute either management or supervisory functions. The Support Provider shall retain all rights of bargaining unit members.
- 26.10.4 Support Providers shall receive one thousand (\$1,000) dollars per year for working with each Induction Program Teacher.
- 26.10.5 Support Providers shall assist Induction Program Teachers by demonstrating, observing, coaching, conferencing and referring, or by other activities that in their professional judgment shall assist the participating teachers.
- 26.10.6 The Support Providers shall meet with their individual Induction Program Teachers to discuss the Induction Program and establish mutually agreed upon goals and objectives.
- 26.11 Functions performed by bargaining unit members under this Article shall not constitute either management or supervisory functions.
- 26.12 Unit members who perform functions as Consulting Teachers, Support Providers or Joint Committee Members under this Article shall have the same protection from liability and access to defense as other bargaining unit members.
- 26.13 Budgets for the Peer Assistance Program and the Induction Program.
 - 26.13.1 The Joint Committee shall adopt and oversee these program budgets.
 - 26.13.2 The budgets for the Peer Assistance Program and the Induction Program shall not, in any one (1) year, exceed the funding allocations for that year.
 - 26.13.3 Any and all funds remaining in the Peer Assistance Program at the end of a fiscal year shall be allocated for the purpose of staff development as outlined in Section 26.3.4.M of this Agreement governing responsibilities of the Joint Committee.

ARTICLE 27
MISCELLANEOUS PROVISIONS

- 27.1 Any individual contract between the District and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 27.2 Within thirty (30) calendar days of ratification of the Agreement by both Parties herein, the District shall have sufficient copies prepared and delivered to the Association for distribution to each employee in the unit. Facilities and equipment will be provided by the District with the Association bearing the cost of the materials.
- 27.3 An employee's notification to the District that he/she intends to resign shall remain revocable until such time as the Board officially takes action on such notification.
- 27.4 An employee shall obtain written permission from the District to take students on a field trip and to transport such students in his/her personal automobile. Written permission shall mean that the trip is a school sponsored activity with the District liable only to the extent that the employee is not personally covered by insurance for any personal injuries or deaths or damage to personal or real property arising during the course of such trip. Employees transporting students on field trips shall be required to carry \$100,000/\$300,000 liability insurance with a Certificate of Insurance available twenty four (24) hours prior to the activity.

ARTICLE 28
STANDARDIZED TESTING

- 28.1 No bargaining unit member shall be evaluated or informally, on the basis of the scores of his/her students on standardized or norm-referenced tests.
- 28.2 The standardized test scores of individual classrooms will not be posted at any site.
- 28.3 No teacher shall be required to provide specific test item instruction as preparation for a standardized test as prohibited in Ed. Code Section 60610.

ARTICLE 29
PERSONAL AND ACADEMIC FREEDOM

- 29.1 It is the policy of the District that all instruction shall be fair, accurate, objective and appropriate to the age and maturity of the student(s) and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this policy and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit member's obligation to pursue truth in performance of their teaching functions. Accordingly:
- 29.1.1 A unit member shall have reasonable freedom in classroom or school-related presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
- 29.1.2 In performing teaching or counseling functions, unit members shall have reasonable freedom to express their opinions on all materials relevant to the course content or their professional functions, in any objective manner. A unit member, however, shall not utilize his/her position to indoctrinate students with his/her own personal, political and/or religious views.
- 29.2 The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing his/her assigned duties.
- 29.3 A unit member shall be entitled full right of citizenship and no religious or political activities, or lack thereof, of any unit member shall be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.

ARTICLE 30
SAVINGS PROVISION

If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect. If a provision is deemed invalid, as described above, the District shall reinstate any benefit it reduced or eliminated to the extent allowable under law.

ARTICLE 31
CONCERTED ACTIVITIES

- 31.1 It is agreed and understood that there will be no strike, work stoppage, slowdown, or willful absence from assigned work station or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Antioch Education Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- 31.2 The Antioch Education Association and the District recognize the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown or other interference with operations of the District by employees who are represented by the Antioch Education Association, the Antioch Education Association agrees, in good faith, to take all reasonable steps to cause those employees to cease such action.
- 31.3 It is agreed that, on the part of the District, there shall be no lockout. In the case of any strike, slowdown, or other suspension of work not authorized by the Association, its officer or agents, and not called in compliance with the terms and provisions of this Agreement, the District agrees that such violation of this Agreement shall not cause the Association, its officers or agents, to be liable for damages, providing that the Association complies fully with the following:
- 31.3.1 The Association's obligation to take action shall commence upon receipt of notice from the District that a violation has occurred.
- 31.3.2 Upon receipt of such notice, the responsible Association representatives shall notify those employees responsible for participating in such violation, that:
- A. The appropriate remedy is the Grievance Procedure
 - B. Their action is in violation of the Agreement, subjecting them to discharge or discipline
 - C. The Association has not authorized the strike, slowdown or suspension of work and does not approve or condone it
- 31.4 It is agreed that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges or services provided for in this Agreement or in District policy from any employee and/or the Antioch Education Association.
- 31.5 It is also agreed that the provisions of this Article do not apply from June 30 of any year until the matters that are reopened for the subsequent year are agreed upon.

ARTICLE 32
SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that both the District and the Association will support this Agreement for its term and neither Party will appear before public bodies to seek change or improvement in this Agreement on any matter contained in this Agreement subject to the meet and negotiate process except by mutual agreement of the District and the Association.

ARTICLE 33
COMPLETION OF MEET AND NEGOTIATE

- 33.1 The Association and the District agree that each has had a full and unrestricted right and opportunity to make, advance and discuss all matters properly in the scope of Government Code Sections 3540 through 3549.3.
- 33.2 The above statement and this Agreement constitute the full and complete agreement of the Parties and there are no others, oral or written, except as herein contained. Each party for the term of this Agreement specifically waives the right to demand or to petition for changes herein, whether or not the subjects were known to the Parties at the time of execution hereof as proper subjects for negotiations.

ARTICLE 34
ALTERNATIVE PROGRAMS AND/OR SCHOOLS

- 34.1 This Article applies to bargaining unit members in the Alternative Programs and/or Schools as well as bargaining unit members employed in any new Alternative Programs and/or Schools and not otherwise excluded by Article 2 – Recognition.
- 34.2 No bargaining unit member in the Alternative Programs and/or Schools shall have the authority to evaluate, hire, transfer, suspend, lay off, recall, promote discharge, assign, reward, or discipline other unit members in the Alternative Programs and/or Schools, or the responsibility to assign work to and direct them, or to adjust their grievances, or effectively recommend such action, if in connection with the foregoing functions, the exercise of that authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- 34.3 Bargaining unit members who teach on an hourly basis in the Alternative Programs and/or Schools shall be paid the District’s established hourly rate of pay for work assigned beyond their regular workday. However, assignment of additional teaching hours in the assigned program shall be paid the unit member’s hourly rate of pay on the Alternative Programs and/or Schools Salary Schedule. (Appendix D)
- 34.4 Bargaining unit members who teach on an hourly basis in the Alternative Programs and/or Schools of the District shall be included under the full force and effect of the Articles of this Agreement listed below. All other contractual rights and benefits assigned to bargaining unit members in the Alternative Programs and/or Schools are embodied in the subsequent Sections in this Article.

Article 1	Agreement
Article 2	Recognition
Article 3	Definitions
Article 4	Non-Discrimination
Article 6	District Rights
Article 7	Association Rights
Article 8	Organizational Security
Article 13	Health and Welfare Benefits
Article 14	Grievance Procedure
Article 16	Safety Conditions of Employment
Article 17	Transfers
Article 18	Leaves (Only the following Sections apply to hourly bargaining unit members who teach in the Alternative Programs and/or Schools)
	Section 18.5 Child Care Leave
	Section 18.6 Industrial Accident and Illness Leave
	Section 18.7 Personal Necessity Leave
	Section 18.8 Bereavement Leave
	Section 18.9 Military Leave
	Section 18.11 Personal Leave of Absence
	Section 18.14 Subpoena Leave of Absence
	Section 18.15 Jury Duty
	Section 18.20 Miscellaneous
Article 20	Due Process for Discipline
Article 21	Teacher Travel
Article 22	Statutory Changes
Article 23	Effect of Agreement
Article 24	Physical Examinations

Article 26	Peer Assistance and Review
Article 27	Miscellaneous Provisions - Except Section 27.3
Article 28	Standardized Testing
Article 29	Personal and Academic Freedom
Article 30	Savings Provision
Article 31	Concerted Activities
Article 32	Support of Agreement
Article 33	Completion of Meet and Negotiate

34.5 Work Year

34.5.1 Employee Activities Prior to Student Attendance

- A. Bargaining unit members shall be paid at their regular rate of pay for program planning and participation in the first faculty meeting of the work year.
- B. Prospects High School, Adult Independent Study, and P.S. 601: Unit members who are new to these programs shall be paid at their regular rate of pay for at least two (2) hours of orientation and six (6) hours of job shadowing. Additional hours for working with a Mentor Teacher may be granted at any time throughout the school year upon unit member or administrative request.

34.5.2 Staff Development Buy Back Days

- A. Effective July 1, 2002, three (3) mandatory days of staff development shall be added to the work year of bargaining unit members, including hourly unit members, teaching in the Alternative Programs and/or Schools.
- B. Hourly unit members shall be compensated at their hourly rate of pay for participation in Staff Development Buy Back Days. The workday for Staff Development Buy Back Days shall be seven (7) hours.
- C. Content of Staff Development Days: The content of Staff Development Buy Back Days shall be the same as outlined in Article 9.3.5 of this Agreement.

34.6 Hours of Employment

34.6.1 Hourly unit members shall call the District SubFinder and their supervisor or designee whenever a unit member will not be working a scheduled day (see Section 34.9.2.E: Sick Leave).

34.6.2 Limitation on Adult-Funded Pairs of Students: No bargaining unit member shall have more than one (1) adult-funded pair of students per day and no adult-funded pairs shall be assigned during the unit member's last hour of the workday.

34.6.3 Staff Meetings: Hourly unit members required to attend faculty meetings shall be paid at their regular rate of pay.

34.6.4 Summer School: Alternative Program bargaining unit members, including hourly unit members, teaching in the Alternative Programs and/or Schools shall be given preferential hire and assignment for summer school positions in the Alternative Programs and/or Schools.

- 34.7 Health and Welfare Benefits: For a description of eligibility for health benefits, see Article 13 of this Agreement.
- 34.8 Compensation
- 34.8.1 Alternative Programs and/or Schools Salary Schedule
- A. The Alternative Programs and/or Schools Salary Schedule shall receive the same percentage increase applied to the Certificated Salary Schedule as outlined in Article 12 of this Agreement.
- B. Unit members shall receive the same compensation for possessing advanced degrees as unit members in the regular unit, prorated for part time employment.
- 34.8.2 Supplemental Pay
- A. Period Substitution: An hourly unit member who teaches in the Independent Study Program shall receive an annual accounting comparing the hours s/he serves period substitution to instances when students do not attend. If the number of period substitution exceeds the number of student absences, the Independent Study teacher shall receive period substitution for the periods that exceed the difference. Compensation shall be a unit member's hourly rate of pay.
- B. Mentor Teacher: Bargaining unit members may be assigned to work with teachers who are new to the Alternative Programs and/or Schools. Mentoring assignments shall be shared equally by all bargain unit members at each site and shall take place within the unit member's regular workday.
- C. Compensation for Special Projects/Activities: Hourly unit members may be compensated for special projects or activities by application with program administrators. Such compensation shall be with the prior approval of the program administrator and only after the unit member submits a written proposal for the project/activity. The unit member's regular rate of pay shall apply.
- 34.8.3 Salary Schedule Policies: The Salary Schedule Policies outlined in Article 12 of this Agreement shall apply to hourly unit members teaching in the Alternative Programs and or Schools. The Salary Schedule for hourly unit members is found in Appendix D of this Agreement.
- 34.9 Leaves
- 34.9.1 Leave Without Pay: Hourly unit members teaching in the Alternative Programs and/or Schools shall have an hour-for-hour deduction made for each hour's absence for any reason, except for the use of sick leave as outlined in Section 34.9.2 immediately below.
- 34.9.2 Sick Leave: The following Sections apply to hourly unit members teaching in the Alternative Programs and/or Schools:
- A. Bargaining unit members may accumulate unused sick leave without limitation.

- B. Bargaining unit member shall receive up to ten (10) days of sick leave each school year, earned at the rate of one (1) hour for every eighteen (18) hours worked.
- C. At the beginning of each school year, bargaining unit members shall receive their prorated sick leave allotment credit equal to their sick leave entitlement for the school year as computed in the Section immediately above.
- D. Unit members working a summer school assignment may use any accumulated sick leave in a manner similar to the regular school year. Sick leave is not earned for summer school assignments.
- E. Unit members shall contact the District SubFinder and their supervisor or designee in advance of taking sick leave, and shall provide an estimate of the length of leave in order that the arrangements may be made for the services needed.
- F. Following absences due to illness, a doctor's statement may be required before returning to work.
- G. Unit members returning to work from sick leave involving major surgery, illness, child birth or accident shall be required to present a doctor's release verifying medical permission to return to work.
- H. The District shall provide each unit member with a written statement of sick leave entitlement for the school year and the unit member's total sick leave accrued.
- I. Upon retirement from the District, a unit member shall receive retirement credit for unused sick leave.
- J. If a unit member leaves the District and has used more sick leave than was earned, the amount used but not earned shall be deducted from his/her final pay warrant.
- K. When a unit member is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the position during the absence, or if no substitute was employed, the amount of which would have been paid to the substitute had he/she been employed.
- L. A unit member may transfer accumulated sick leave from another school district provided they meet the requirements established by the State of California.
- M. Extended Illness: Where a bargaining unit member has been off work for twenty (20) or more workdays subsequent to exhausting all sick leave, the Superintendent may require that the unit member be examined by a physician designated by the District at the District's expense to determine the nature of the unit member's disability and their fitness for returning to work. The report of the District's physician shall be confidential, but may be used by the District in making decisions regarding the unit member's future employment status with the District.

34.10 Preparation Time Exclusion: Preparation time as outlined in Article 11 – Hours of Employment in the Agreement does not apply to bargaining unit members teaching the Independent Study Programs of the District.

ARTICLE 35
ELEMENTARY SECONDARY EDUCATION ACT (ESEA)

35.1 Definitions

35.1.1 “ESEA” means the Elementary Secondary Education Act as authorized by the No Child Left Behind Act.

35.1.2 “Supplemental Service Provider” is a unit member employed to teach/tutor as a supplemental service to pupils or otherwise to provide supplemental services of an instructional nature to pupils. Participation of unit members in providing supplementary service shall be voluntary.

35.1.3 “Core Academic Subjects” as defined by the ESEA 2001 are: English, reading and language arts, mathematics, science, foreign language, civics and government, economics, arts, history and geography.

35.1.4 “HOUSSE” is the High Objective Uniform State Standard of Evaluation, an option adopted by the California State Board of Education that bargaining unit members might use to demonstrate core academic subject areas competence for becoming highly qualified compliant under the ESEA.

35.2 Unit Member Protection: The District and the Association agree to bargain wages, hours, terms and other conditions of employment or matters established in the Rodda Act or subsequent PERB rulings or other appropriate venues that may arise out of implementing the ESEA Act of 2001.

35.3 ESEA Task Force

36.3.1 Intent: It is the intent of the Association and the District to establish an ESEA Task Force to ensure bargaining unit members are integrally involved on issues that could impact unit members as a result of passage of the ESEA Act of 2001.

35.3.2 Membership, Chair and Quorum

A. The ESEA Task Force shall consist of six (6) members, three (3) permanent certificated classroom teachers who are selected by the Association and three (3) members chosen by the Superintendent. The initial term for two (2) of the teachers’ members and two (2) of the Superintendent’s members on the Task Force shall be two (2) years for one (1) term cycle and the initial term for the remaining members shall be three (3) years for one (1) term cycle. For the purposes of length of term, the initial terms shall start July 1, 2004. Subsequent terms for all members shall be two (2) years.

B. The Task Force shall be chaired by co-chairs, one (1) permanent classroom teacher and one (1) management representative.

C. A quorum shall consist of four (4) Task Force members. The ESEA Task Force without a quorum present at the meeting may take no action.

35.3.3 Responsibilities

A. Any and all issues relating to implementation of the ESEA Act of 2001 shall be matters brought before the ESEA Task Force. Such matters include, but are not

limited to, parent notification letters, professional development, restructuring and reconstitution issues. The ability of the ESEA Task Force to meet shall not limit the District's right to ensure compliance with the ESEA Act of 2001.

- B. All recommendations of the ESEA Task Force that impact compensation and working conditions of bargaining unit members shall be mandatory subjects of bargaining between the Parties, as defined by the Rodda Act, to this Agreement and may not be implemented without agreement by the Parties.
- C. The ESEA Task Force shall keep minutes of all committee action.

35.4 School Change, Improvement, Reform, Renewal and Restructuring

35.4.1 Highly Qualified Compliant under the ESEA

- A. The District shall consider, but not be limited to, the following leadership and service roles when assessing a unit member's qualifications and experience under HOUSSE - Part I: Mentor, academic curriculum coach, supervising teacher, college/university instructor in content area/content methodology, PAR Joint Committee member, PAR consulting teacher, BTSA support provider, department chair, local/state/national recognition as an outstanding educator in a content area, local or state teacher of the year, and leadership and experience to the profession within core academic content as an elected or appointed leader of the Antioch Education Association, California Teachers Association or the National Education Association.
- B. No bargaining unit member shall become involved in the assessment of qualifications and experience of any other unit member under the HOUSSE - Part 2 evaluation as adopted by the California Board of Education.

35.4.2 Contract Waivers

- A. School site improvement, restructuring or reform plans shall not contain any provision contrary to, or in conflict with any Article or Section of this Agreement or past practice, unless specific waivers to such Agreement Articles and Sections are agreed to by the Association and the District.
- B. The following Articles in this Agreement shall not be eligible for contract waivers: Recognition, Association Rights, Professional Dues and Payroll Deduction, Grievances, Discipline and Non-Discrimination.

APPENDIX A

CERTIFICATED SALARY SCHEDULE

1% Increase Effective January 22, 2009

Certificated Salary Schedule reflects a work year of 184 days for Teachers and 186 days for New Teachers.

STEP	I = BA	II=BA+15	III=B+30	IV=BA+45	V=BA+60	VI=BA+75	VII=BA+90	STEP
1	35,938	37,839	41,586	41,863				1
2	37,772	39,750	42,681	43,924	46,108			2
3	39,602	41,654	43,774	45,967	48,229			3
4	40,410	43,558	45,743	48,017	50,336			4
5	43,265	45,467	47,714	50,080	52,471			5
6	45,102	47,362	49,692	52,123	54,588	56,873		6
7	46,940	49,268	51,677	54,177	56,700	59,016		7
8	48,771	51,169	53,647	56,240	58,816	61,162		8
9		53,080	55,627	58,285	60,948	63,302	66,152	9
10			57,602	60,333	63,069	65,445	68,291	10
11			59,572	62,388	65,180	67,590	70,493	11
12			61,549	64,445	67,497	69,732	72,699	12
13				66,492	69,427	71,880	74,733	13

Longevity Step *	Years of Service	Years in AUSD					Longevity Step *
16-18	16	10	67,158	70,121	72,598	75,480	16-18
19-21	19	13	67,830	70,822	73,324	76,235	19-21
22-24	22	16	68,507	71,591	74,057	76,997	22-24
25-27	25	19	69,192	72,245	74,799	77,768	25-27
28-30	28	22	69,884	72,968	75,546	78,545	28-30
31-33	31	25	70,583	73,699	76,301	79,330	31-33
34+	34	28	71,289	74,435	77,064	80,124	34+

***Longevity steps** are based on years of completed experience **and** years of completed service in AUSD. Both conditions shall be met to be placed on longevity steps.

Advanced Degrees: Masters \$924 Doctorate \$868

Initial Salary Placement

Maximum incoming salary placement is VI/13. Eight (8) of the twelve (12) years of experience must have taken place within the last ten (10) years. Experience is based on 75% of a school year in a position requiring a credential. Private school experience will only be granted if a credential was held.

APPENDIX B

SCHOOL PSYCHOLOGIST AND SOCIAL WORKER SALARY SCHEDULE

1% Increase Effective January 22,2009

School Psychologists and Social Workers salary schedule reflects a work year of 194 days.

STEP	III=B+30	IV=BA+45	V=BA+60	VI=BA+75	VII=BA+90	STI
1	46,991	47,305				1
2	48,230	49,634	52,101			2
3	49,465	51,942	54,499			3
4	51,690	54,260	56,880			4
5	53,918	56,590	59,292			5
6	56,152	58,899	61,685	64,266		6
7	58,394	61,221	64,071	66,689		7
8	60,621	63,551	66,463	69,112		8
9	62,858	65,862	68,872	71,531	74,751	9
10	65,090	68,177	71,268	73,953	77,169	10
11	67,315	70,498	73,653	76,376	79,657	11
12	69,551	72,823	76,272	78,798	82,150	12
13		75,136	78,453	81,224	84,448	13

Longevity Step *	Years of Service	Years in AUSD		Long Step
16-18	16	10	75,888	16-
19-21	19	13	76,647	19-
22-24	22	16	77,413	22-
25-27	25	19	78,187	25-
28-30	28	22	78,969	28-
31-33	31	25	79,759	31-
34+	34	28	80,557	34

***Longevity steps** are based on years of completed experience **and** years of completed service in AUSD. Both conditions shall be met to be placed on longevity steps.

Advanced Degrees: Masters \$924 Doctorate \$868

Initial Salary Placement

Maximum incoming salary placement is VI/13. Eight (8) of the twelve (12) years of experience must have taken place within the last ten (10) years. Experience is based on 75% of the school year in a position requiring a credential. Private school experience will only be granted if a credential was held.

APPENDIX C

SPEECH AND LANGUAGE PATHOLOGIST SALARY SCHEDULE

1% Increase Effective January 22, 2009

Speech and Language Pathologists salary schedule reflects a work year of 190 days and an 8-hour workday

STEP	III=B+30	IV=BA+45	V=BA+60	VI=BA+75	VII=BA+90	STEP
1	49,903	50,236				1
2	51,217	52,709	55,329			2
3	52,529	55,160	57,874			3
4	54,891	57,622	60,403			4
5	57,258	60,096	62,964			5
6	59,630	62,548	65,507	68,248		6
7	62,012	65,014	68,041	70,820		7
8	64,376	67,487	70,580	73,394		8
9	66,752	69,943	73,138	75,963	79,382	9
10	69,122	72,400	75,683	78,534	81,949	10
11	71,486	74,865	78,215	81,108	84,591	11
12	73,859	77,335	80,997	83,679	87,239	12
13		79,791	83,312	86,255	89,680	13

Longevity Step *	Years of Service	Years in AUSD				Longevity Step *	
16-18	16	10	80,589	84,145	87,118	90,577	16-18
19-21	19	13	81,395	84,986	87,988	91,482	19-21
22-24	22	16	82,209	85,836	88,869	92,397	22-24
25-27	25	19	83,030	86,694	89,758	93,322	25-27
28-30	28	22	83,860	87,562	90,656	94,254	28-30
31-33	31	25	84,700	88,439	91,562	95,197	31-33
34+	34	28	85,546	89,322	92,478	96,150	34+

***Longevity steps** are based on years of completed experience **and** years of completed service in AUSD. Both conditions shall be to be placed on longevity steps

Advanced Degrees: Masters \$924 Doctorate \$868

Initial Salary Placement

Maximum incoming salary placement is VI/13. Eight (8) of the twelve (12) years of experience must have taken place within the last ten (10) years. Experience is based on 75% of a school year in a position requiring a credential.

Experience credit will be given for experience provided under a credential as well as under a California License providing service in hospitals or other treatment settings

APPENDIX D

ALTERNATIVE PROGRAMS AND/OR SCHOOLS SALARY SCHEDULE

1% Increase Effective January 22, 2009

	Column 1 Less Than BA	Column 2 - BA + 15	Column 3 - BA + 30	Column 4 - BA + 45
1 - 3 Years	28.65	29.57	30.54	31.53
4 -6 Years	29.57	30.54	31.53	32.00
7 -9 Years	30.54	31.53	32.00	33.62
10+ Years	31.53	32.00	33.62	34.70