AGREEMENT

Between the

ANTIOCH UNIFIED SCHOOL DISTRICT

And

ANTIOCH EDUCATION ASSOCIATION/CTA/NEA

July 1, 2025 – June 30, 2028

Antioch Unified School District
Antonio Hernandez, President
Mary Elen Rocha, Vice President
Dee Brown, Board Member
Dr. Jag Lathan, Board Member
Olga Cobos-Smith, Board Member
Dr. Darnise Williams, Superintendent

Antioch Education Association
Bob Carson, President
Ken Kent, Vice-President
Shelly Underwood, Secretary
Natalie Petersen, Treasurer
Lorraine Hatfield, Elementary Liaison
Monica Cannaday, Elementary Liaison
Tim Hooke, Middle School Liaison
Jessica Tate, High School Liaison
Sara Neve, CTA State Council

Negotiating Team
Dr. Camille Johnson, Chairperson
Jessica Guzman, Member
John Jimno, Member
Mia Cancio, Member
Heather Ogden, Member
Lindsay Wisely, Member
Jason Larson, Member

Negotiating Team
Kendra Borja, Chairperson
Deanna Anderson, Member
Carmen Parra, Member
Erik Kingston, Member
Shelley Lewis, Member
Bob Carson, President
Rosemary Louissaint, CTA Consultant

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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, 2025, to June 30, 2028.

1.3.1 For the 2026-2027 school year, the following shall be reopeners: salary, school calendar, impact legislation and up to two (2) articles per party, and other issues by mutual agreement of the parties. Benefits shall be closed.

1.3.2 For the 2027-2028 school year, the following shall be reopeners: salary, school calendar, impact legislation and up to two (2) articles per party, and other issues by mutual agreement of the parties. Benefits shall be closed.

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-DISCRIMINATION

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, school email addresses, telephone numbers, date of hire, seniority date, full time equivalent status, employment status, and site assignment of unit members shall be provided without cost to the Association within the first ten (10) work days.

7.5 The Association shall have the right to represent any bargaining unit member requesting representation in any actual or potential discipline or dismissal proceeding with the District. Any unit member being requested to attend a meeting for actual or potential discipline or dismissal shall be informed of the purpose prior to the meeting.

7.6 New Hire Orientations

7.6.1 The Association shall be entitled to one (1) hour of time during the first day of the District's New Teacher's Orientation to meet with new unit members with regards to their rights and responsibilities as teachers and contract explanations.

7.6.2 For any certificated employees hired after the District's New Teacher Orientation, the Association shall be entitled to meet the new unit member(s) for one (1) hour during the new employee's workday/orientation within 10 days of the start of the unit member's work year. The District shall provide release time of one hour for an association representative to meet with the new employee to conduct the union orientation.

7.6.3 The meetings listed above in 7.6.1 and 7.6.2 are union meetings and management shall not be in attendance.

7.6.4. The negotiated District calendar shall state the day of the District's New Teacher Orientation. The Association President shall receive written notice by email of the District's New Teacher's Orientation time at least Ten (10) days in advance of the New Teacher Orientation date.

7.6.5. The District shall provide the names, job titles, departments, personal and school email addresses, work, home, and personal cell phone numbers, home addresses, and site assignment location(s) of all new hires by the 5th of each month to the Association via email.

7.6.6. The Association shall have access to the District's audio and visual equipment for presentations at the New Teacher Orientation.

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 or AEA 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.

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 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.

8.1.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

8.1.7 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 this article or its implementation, and agrees to pay any judgment or settlement liability arising out of such challenges.

8.1.8 The Association shall have the exclusive right to decide and determine whether any such action or proceeding, referred to in Section 8.1.7 above, shall or shall not be compromised, resisted, defended, tried or appealed.

8.2 This article aligns with SB866.

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 seven (187) days, four (4) 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. These three (3) additional new teacher work days shall be paid at their per diem rate of pay. 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 counselors, and teachers on special assignment 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 to three (3) additional days as adopted in the calendar.

9.1.5 The last day before winter recess and the last day of the school year shall be minimum days. On such days, the work day of unit members shall be equal to the student instructional day. Those members with previously assigned student supervision duty shall complete duties before leaving campus, not to exceed fifteen (15) minutes.

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 18.7.2 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.

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 three (3) 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 as per Article 7.

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 purpose of this day is employee preparation for the first day of student attendance. No required meetings shall be held on this first teacher preparation 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. When an alternative schedule is necessary, it shall be provided to members in writing before the first working day of the school year.

11.2 Meetings

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

11.2.2 Unit members shall not be required to attend more than two (2) meetings per month (as outlined in 11.2.1) outside of the contracted workday. These meetings shall not exceed sixty (60) minutes beyond contract hours.

11.2.3 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. Meetings should be well planned and organized.

C. There should be a real need for the meeting.

D. An agenda for regularly-scheduled meetings shall be developed and distributed, emailed, or posted in a known location at least one (1) day before the meeting is to take place. Unit members may request to place items on the agenda of such a meeting.

E. Before calling a meeting the most effective method of communication, e.g. memo, E-mail, small group representative meetings, etc., should be considered.

F. The importance of everyone's time should be considered.

11.3 Collaboration Time

The first early release Wednesday per month, except for August and June, will be designated as collaboration time with team members. This collaboration time will be teacher driven. Each collaboration group shall turn in the minutes recorded and a sign-in of those present.

11.4 Unit members shall attend student planning meetings, which include IEP, 504, and SST meetings, as required. When possible, such meetings will be scheduled to occur within the regular workday. Unit members who are required to attend such meetings outside their regular work hours shall be compensated at the hourly rate of pay (see Article 12 and Appendix G: Extra Duty Schedule) for any such time beyond one (1) hour per month.

11.5 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.

11.6 Elementary Report Cards:
For each report card period, all elementary unit members shall be provided at least one early release Wednesdays for report card preparation. This day shall be given during the two weeks prior to the due date required to submit grades to site administration. The Report Card access window will be a minimum of two weeks prior to the first day of conferences.

11.7 Mandated Online Trainings: The District shall provide time during the workday, excluding teacher preparation time, for unit members to complete online training courses which are required of all employees.

11.8 Assignments Beyond the Regular Workday: The established hourly rate of pay (Article 12 and Appendix G: Extra Duty Schedule) 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.

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

11.10 Non-Instructional Assignments Beyond the Regular Workday

11.10.1 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 non-regular scheduled workdays shall be compensated at the established hourly rate of pay (Article 12 and Appendix G: Extra Duty

Schedule). A bargaining unit member may decline a specific task on non-regular scheduled workdays with no adverse action.

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.

11.10.2 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.

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.

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

11.12 Part-Time Contract Assignments

11.12.1 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.

11.12.2 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 11.9.1 above, for amounts of time proportionate to the part-time percentage of the member's individual contract.

11.12.3 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.

11.13 AEA President

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

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

11.13.3 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.

11.13.4 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.

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

11.13.6 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 if such position exists.

11.13.7 The District shall at all times maintain a temporary employee of the same full-time equivalent (FTE) as the Association President.

11.14 Preparation Time: If a bargaining unit member is required to perform any duties at any time during their prep (attend meetings, work with a student. etc.), they will be compensated for their entire prep period at the current period substitution rate.

11.14.1

All bargaining unit members in grades 1 through 5, including 6th grade that are housed at elementary sites, shall be provided two hundred (200) minutes of preparation time during the instructional week.

A. Prep teachers shall be assigned a "home" site and will be required to attend staff meetings only at that site.

B. Prep teachers shall have the same amount of preparation time as all other elementary teachers and prep periods shall not be less than thirty (30) minutes at a time.

C. Preparation Time in Transitional Kindergarten and Kindergarten: TK and Kindergarten teachers shall schedule two hundred (200) minutes of preparation times per week into their weekly schedules. Preparation time will occur outside the TK and Kindergarten instructional day but within the regular school instructional hours and be subject to the approval of the site principal.

11.14.2 Elementary Preparation Classes

A. Preparation teachers shall be assigned to instruct only one (1) general education class at a time. There shall be no doubles in preparation classes. Special Education and elementary preparation teachers shall consult prior to placing special education students in prep classes, subject to the approval of the site administrator when necessary.

B. In the event class size reduction is restored following the ratification of this Agreement, the parties shall meet to renegotiate the provisions of this section.

11.14.3 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.

11.14.4 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.

11.14.5 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.

11.14.6 All unit members who teach in special education programs shall receive at least the same amount of preparation time per day/week as unit members assigned to the same level who teach in general education programs.

A. Each Secondary Education Specialist shall have a Testing/Compliance/Case Management period built into the daily schedule. This Case Management period shall be in addition to the unit member's regular preparation time and/or conference, as applicable for their particular school site. The Case Management period shall be for assessment, conducting initial and triennial evaluations, documenting progress on goals, updating and uploading IEP paperwork, consulting with general education teachers and related service providers, ensuring that IEPs are scheduled, preparing IEPs, managing IEP documentation, maintaining teacher service/communication logs, and all other related compliance and case management duties.

B. Each Elementary SDC teacher shall receive one protected Wednesday per month, in addition to their collaboration Wednesday, to plan and complete IEP paperwork assessment reports. These Wednesdays will be mutually agreed upon between the SDC teacher and site administrator prior to the start of each month.

C. To ensure compliance with IEP timelines, the District shall provide up to three (3) release days in a school year to any special education unit members unable to complete their IEP paperwork assessment reports during the time listed in 11.14.6 A and B. These 3 days may be taken in full day or half day increments.

11.14.7 The District shall provide an online gradebook for use by unit members. Additionally, the District shall provide initial training, as well as ongoing support and training as needed. After training, unit members who are the teacher of record excluding elementary SDC, shall use the District provided online gradebook to provide assignment titles and grades at least every three weeks. The District may make this gradebook information accessible to parents as a means to engage parents regarding student achievement.

11.15 Instructional Minutes

11.15.1 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.

C. Contract instructional minutes for 6th grade classes shall be 54,000 minimum and 54,680 maximum. 6th grade will follow the elementary site intermediate start and end times. (current MOU language)

11.15.2 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.

11.15.3 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.

11.15.4 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.

11.15.5 Changes in instructional minutes for unit members 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, Social Worker, Program Specialist Salary Schedule, and Teacher on Special Assignment (TOSA) (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)

12.1.8 Preschool Salary Schedule (Appendix H)

12.1.9 Counselor Salary Schedule (Appendix T)

*In the 2021-2022 school year, new salary schedules (Appendixes A, B, C, H, and T) shall be implemented. The intent of the new salary schedule is to remove the "years in AUSD" column, compact the longevity steps, and include National Board Certifications to "Advanced Degrees and Certifications".

12.2 Compensation

12.2.1. Effective July 1, 2025, all salary schedules and advanced degree stipends in the Collective Bargaining Agreement shall be increased by 2.3%.

12.2.2 The extra duty schedule, stipends, and hourly rate of pay shall be increased by ~~7%~~ 2.3% effective July 1, 2025.

12.2.3 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 July 1, 2025, the certificated hourly rate of pay shall be $48.27. This certificated hourly rate of pay shall be added to the Extra Duty Schedule in Appendix G.

12.3.2 Before or After School Academic Support Programs Per Diem Rate of Pay: Effective on the first day of the 2017-2018 school year, the academic support rate of pay shall be the unit member's hourly per diem rate of pay. The per diem rate of pay shall be based on the 7 hour, 5 minute work day set forth in the collective bargaining agreement. (see Article 11.1.1) This rate of pay shall apply to all certificated teaching positions, including, but not limited to Credit Recovery, Academic Subjects, Math and Reading Interventions, preapproved Tutoring and Homework Clubs in academic subjects, Technology Classes, Summer School, Special Education Extended School Year, etc. Site Administration shall email all site unit members all opportunities to apply to teach a Before or After School Academic Support Program as listed in this article. The District and the Association agree to meet to resolve any dispute regarding the application of the rate of pay for any Before or After School course.

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 18.17 - 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. 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 $61.80, 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 $77.03, prorated on the quarter hour, rounded up.

c) Bargaining unit members on Steps 11 through Longevity Step 31+ on the Certificated Salary Schedule shall be paid an hourly rate of $90.28, 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) Unit members electing to use bank days shall enter the absence into the district substitute system at least 5 days in advance of the absence date.

e) 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 five (5) bank days may be carried over to the following work year effective end of the 2018-2019 school 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, up to 5 days, shall be rolled over into the next school year. Any additional time shall be paid to the unit member according to their tiered rate of pay in Section 12.3.2.F.1.

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

A. A bargaining unit member who has been assigned and has agreed to teach a section in addition to his/her full-time (i.e., 5 periods) assignment shall be paid an

additional twenty percent (20%) of his/her daily rate of pay for each instructional day for the duration of the assignment. Such assignment may extend for less than a full school year at the discretion of the District.

B. 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.

12.4 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 ninety (90) semester units (or quarter conversion thereof) provided that the bargaining unit member holds a clear credential, and corresponding years of service as indicated on the salary schedule.

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 wavier) 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 12.4.3.B or 12.4.3.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 12.4.3.B or 12.4.3.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. For 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 all previous years of verifiable service with no maximum.
Any existing unit member who did not receive full credit for their complete years of service when originally hired shall be allowed to provide evidence of their years of service to the Assistant Superintendent of Human Resources for review and validation. Individuals with verifiable years of service will be placed at the appropriate step for the 2022-2023 school year. Bargaining unit members who are placed on a new step shall receive retroactive pay for the 2022-2023 year with regards to their adjust placement for this school year.

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 12.5.2.B.1 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 on preference by seniority. However, a unit member who refuses additional hours may see their hours reduced under Section 12.5.1.C. 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 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. 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: The Standard Insurance Company

E. Long Term Disability Insurance: The Standard Insurance Company

F. Employee Assistance Plan: LifeWorks

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.

13.1.3 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.

13.1.4 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 not entitled to receive retiree health benefits under section 13.7 of this Article shall receive up to two (2) additional months of health benefits as follows:

A. Unit members who serve more than one-half (1/2) the work year shall receive two (2) additional months of benefits. The first month of benefits shall be covered by the District. In order to receive the second month of benefits, unit members must enroll in COBRA. For the second month of benefits, unit members shall receive reimbursement from the District based on the district-paid contribution as outlined in Section 13.2.1 of the Agreement of the Parties.

B. Unit Members who serve up to one-half (1/2) of the work year shall receive one (1) additional month of benefits.

13.2 Eligibility

13.2.1 Upon ratification, retroactive to January 1, 2026, the District's contribution to medical benefits for full-time unit members shall be limited to the cost of the Kaiser HMO full coverage, including the District's minimum annualized monthly contribution required by CalPERS. The district shall cover the full Kaiser rate as listed below beginning each January for the following years: 2026, 2027. and 2028. Retroactive payment for the benefits shall be paid by the January 2026 pay warrant, but no later than the February 2026 pay warrant.

13.2.2

Bargaining unit members are fully covered for those who elect the Kaiser plan as follows:

A. Employee Only – The District shall pay the full Kaiser HMO "Employee Only" Rate

B. Employee Plus One – The District shall pay the full Kaiser HMO "Employee + 1" Rate

C. Family – The District shall pay the full Kaiser HMO "Employee + 2 or More" Rate

For unit members who elect other benefit plans, there will be a payroll deduction of the difference between the actual premium and the Kaiser premium rate based on Employee Only, Employee Plus One or Employee + 2 or More above.

The Kaiser rates as of January 1, 2028 will become the new District's monthly maximum contribution (see 13.2.1 A, B, and C) to medical benefits per enrolled full time unit member through December 31, 2028, unless the parties negotiate a different rate earlier.

Effective January 1, 2026, the District will continue its current employer contribution for full health benefits at the 2026 Kaiser Medical rates, and for full dental coverage at the 2026 rates, which shall become the new maximum contribution for 12 months, through December 31. 2026. (See A.B.C. above)

Effective January 1, 2027. the District will continue its current employer contribution for full health benefits at the 2027 Kaiser Medical rates, and for full dental coverage at the 2027 rates, which shall become the new maximum contribution for 12 months, through December 31, 2027. (See A.B.C above)

Effective January 1, 2028, the District will continue its current employer contribution for full health benefits at the 2028 Kaiser Medical rates, and for full dental coverage at the 2028 rates, which shall become the new maximum contribution for 12 months, through December 31, 2028, unless the parties negotiate a different rate earlier. (See A.B.C above)

By December 31, 2028, if the parties have not reached an agreement for 2029 medical and dental benefits rates, the District shall continue to pay the 2028 Kaiser Medical rates until an agreement is ratified.

The Parties agree to establish a District Health Plan Committee comprised of from both representatives from both represented bargaining units. Each bargaining unit shall appoint their members to the Committee and shall have equal representation in numbers on the Committee. Once formed, the Committee members shall establish their own rules and chairperson(s). The Committee's goal shall be to pursue alternatives to reduce health benefit costs. The District Health Plan Committee shall convene by October 2026 and formulate recommendations by January 2027 to the bargaining parties.

13.2.2 In addition, the District will cover the full cost of basic life insurance, and long term disability insurance for all full-time unit members.

A. Effective April 1, 2023, the cost of vision coverage for unit members (single, Employee plus 1, and Family) shall be paid for by the District in its entirety.

B. Effective January 1, 2026, the cost of dental coverage for unit members (single, Employee plus 1, and Family) shall be paid for by the District in its entirety through December 31, 2028 unless the parties negotiate a different carrier or rates earlier.

13.2.3 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 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.

13.2.4 Part-Time Employees/Shared Assignments

A. Qualified bargaining unit members, as per Section 13.2.3, 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 only required of full time unit members. The District shall pay a prorated amount for each unit member participating in these programs.

B. Upon separation from the District, bargaining unit members not entitled to receive retiree health benefits under Section 13.7 of this Article shall receive up to two (2) additional months of health benefits as follows:

1. Unit members who serve more than one-half (1/2) the work year shall receive two (2) additional months of benefits. The first month of benefits shall be covered by the district. In order to receive the second month of benefits, unit members must enroll in COBRA. For the second month of benefits, unit members shall receive reimbursement from the District based on the district-paid contribution as outlined in Section 13.2.2of the Agreement of the Parties.

2. Unit members who serve up to one-half (1/2) of 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.

13.3 IRC Cash Allowance Option

13.3.1 For unit members who waive medical coverage, the District shall provide a minimum of three thousand seven hundred twenty ($3,720) 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. Unit members must show proof of enrollment in a group plan each year in order to qualify. 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.

13.3.2 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 seven hundred twenty ($3,720) dollars benefit.

13.3.3 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.

13.4 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.

13.5 Medical Examinations and Tests: All medical examinations and tests related to a bargaining unit member's employment shall be paid for by the District.

13.6 Benefit Coverage on Leaves of Absence

13.6.1 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.

13.6.2 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 dental and vision coverage to the District Business Office and the premium payment for medical coverage to CalPERS, the carrier, by the first day of each month.

13.6.3 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 (15^{th}) of the month for that month's coverage.

13.7 Retiree Health Benefits

13.7.1 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. Premium payments for dental and vision shall be made by the District directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.

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. Premium payments for dental and vision shall be made by the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.

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. Premium payments for dental and vision shall be made by the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.

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. Premium payments for dental and vision shall be made by the district directly to the carrier. Premiums for medical and prescription coverage shall be paid by payroll deduction from the retired members CalSTRS retirement check. The District shall provide reimbursement directly to the retiree for the difference between the amount paid by the district for dental and vision and the maximum district contribution amount for the appropriate single or two-party coverage.

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. For unit members retiring after July 1, 2018, the age requirement as outlined in A-C above will be reduced to age fifty (50) if the unit member's retirement is due to a disability accepted by CalSTRS/CalPERS. (A-C are available on page 33-34 in the contract)

13.7.2 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.

13.7.3 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 General Education Programs

15.2.1 Beginning in the 2024-2025 school year, subject to the provisions included in sections 15.2.1 through 15.2.5 below, class ratios shall be as follows:

Beginning June 30, 2025, TK shall have a class maximum of 20. A 10:1 student to adult ratio shall be maintained.

All K-3rd grade classes shall have a maximum of 24 students. Teachers who volunteer to accept a 25th student as part of their class size will be compensated at $30 per day for this occurrence.

All 4th -6th grade classes (at elementary sites) shall have a maximum of 29 students. Teachers who volunteer to accept a 30th student as part of their class size will be compensated at $30 per day for this occurrence.

All 6th -8th grade classes, with the exception of PE and performing arts classes, shall have a maximum of 34 students.

All 9th -12th grade classes, with the exception of PE and performing arts classes, shall have a maximum of 35 students.

15.2.2 Due to the need to support students at the elementary level with an IEP that requires a "push in" service model to the general education classroom, the following shall occur: If a student is identified for "push in" services after the school year begins and the class size maximums as listed above in 15.2.1 are full, teachers who volunteer to accept a "push in" student as part of their class size will be compensated at $30 per day per one additional "push in" student above the class size maximums is 15.2.1.

15.2.3 To comply with class size provisions under the Local Control Funding Formula (LCFF), the ratios for Grades K-3, above refer to class size averages by school site for Kindergarten through Grade 3 elementary general education classes.

15.2.4 A staffing ratio of 26.6 students to 1 teacher in grades 6-12 shall be maintained. The ratios for Grades 6-12 refer to the number of pupils in each site compared with the number of full-time general education teaching staff assigned to the site. For purposes of this section, only the time during the day that a teacher is providing instruction to students will be counted. (For example, a teacher who is teaching three classes per day and is released for two periods per day to perform duties as an athletic

director, will only be counted as a 0.6 FTE for purposes of this ratio). In addition, each comprehensive high school and each middle school will receive 0.2 FTE to accommodate inclusion of all students in the academic programs.

A. Physical Education shall be enrolled with no more than forty-six (46) students per class.

15.2.5 The district will endeavor to create class rosters that do not create the need for class overages at the start of the school year, however the class averages specified herein, excluding SDC and TK, shall be suspended during the first twenty (20) instructional days of the school year to allow the District sufficient time to balance classes and to reassign and/or hire and place staff as necessary. If the number of students who have been physically present at any point during the 20 days exceeds the class size maximum, unit members will receive $30 per day (or $6 per period) for each student over the maximum. If a counselor's caseload is over their max at any point from their first work day until the first twenty (20) instructional days of the school year, they shall be compensated at $30 per day for each block of ten (10) students over (for example, if a counselor has one extra student over their caseload cap they would receive $30/day, and if they have seven students over, they would also still receive $30/day because they are still within the "block of ten").

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.

15.4 Elementary General Education Combination Classes

15.4.1 The site administrator shall first consider requests for voluntary assignment to a combination class prior to assigning a unit member to the class.

15.4.2 Teachers may make recommendations on the placement of students into combination classes.

15.4.3 Members teaching a combination class after the twenty-first day of the school year shall receive an annual stipend, placed on the stipend schedule, of two thousand five hundred dollars ($2,500). If a combination class is initiated and collapsed within the first 20 days, the members will receive a partial stipend of $250. The smallest class size maximum shall be adhered to.

15.5 Dual Immersion Program

15.5.1 Members teaching a dual immersion class shall receive an annual stipend, as placed on the stipend schedule (Appendix G).

15.6 Special Education Programs

15.6.1 No Resource Specialists or Secondary Education Specialist shall be assigned a caseload which exceeds twenty-eight (28) students.

a. When a Resource Specialist or Secondary Education Specialist caseload goes above 28 students, he/she shall have the choice of serving those students and shall

be compensated at the rate of $25 per day for each student over the caseload of 28 students.

b. The agreement for caseload overages shall be implemented only with the agreement of the Resource Specialist or Secondary Education Specialist and authorization from AEA.

c. AEA and AUSD shall jointly create an authorization/agreement form for the agreement by the Resource Specialist or Secondary Specialist and authorization from AEA.

d. No Resource Specialist or Secondary Specialist receiving additional compensation shall have more than thirty two (32) students

15.6.2 Beginning in the 2024-2025 school year, caseloads for Speech and Language Pathologists caseloads shall not exceed the following.

	SLP	SLP/SLPA Team
Preschool	40	65
TK-12	55	80

Additional information for Speech and Language Pathologists and Speech and Language Pathologist Assistants shall be found in Appendix K and Appendix L of this agreement and shall reflect new caseload numbers.

15.6.3 Caseloads for Adapted Physical Education Specialists shall be no greater than forty-six (46) students.

15.6.4 At the start of the counselor work year and throughout the school year, the caseload for counselors shall be as follows:

a. All Elementary sites (TK-5 or TK-6) shall have at least one full-time counselor assigned to it.

b. All traditional TK-8 sites shall have a full-time counselor assigned to it. In addition, a part time counselor shall be assigned to the TK-8 sites with respect to the secondary counselor caseload of no greater than 475 students. The assigned counselors to the TK-8 site shall work with the site administrator to determine how services shall be provided.

c. All comprehensive secondary sites (6-8 and 9-12) shall have a caseload of no greater than 475 students per counselor.

15.6.5 SDC size shall not exceed the following:

	Moderate/Severe	Mild/Moderate and CEC Classes
Pre K/TK	8	11
K-2	10	13
3-6	11	14
6-8	14	15
9-12	15	17
Study Skills*	-	20
CBI	18	

*Study Skills classes with one or more SDC students will have a maximum class size of 20 students. This maximum would not apply to Study Skills classes with no SDC students.

a. The Counseling Enriched Classes (CEC) will also be assigned a mental health professional in addition to a Paraeducator III to support student needs.

b. If necessary, due to an increase in Special Education enrollment after the beginning of the school year, a self-contained class size maximum may be increased by up to three (3) students if the member voluntarily signs a waiver. For each additional student, the teacher shall be compensated at the rate of $30 per day for elementary or $6 per period for secondary for each student above the maximum.

15.6.6 Elementary SDC class size is the same as their caseload. No elementary special day class (SDC) shall exceed three (3) grade levels.

15.6.7 Beginning in the 2022-2023 school year, Special Education Teachers, School Psychologists, Speech Language Pathologists, and Program Specialists or providing services in the Special Education department shall receive an annual stipend as placed on the stipend schedule (Appendix G).

ARTICLE 16
SAFETY CONDITIONS OF EMPLOYMENT

16.1 Safety of Personnel

16.1.1 Bargaining unit members shall not be required to work in conditions or perform tasks that endanger their health, safety, or well-being.

16.1.2 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 appropriate law enforcement authorities, shall be informed by the unit member and the administrator under whose direction or supervision the unit member works. Bargaining unit members who are physically assaulted shall be offered the opportunity to be released for the remainder of the school day without any reduction of their sick leave.

i. Definition of Assault: California Penal Code (CPC) 240-An Assault is an unlawful attempt, coupled with a present ability, to commit a violent injury on the person of another.

ii. Definition of Battery: California Penal Code (CPC) 242- A battery is any willful and unlawful use of force or violence upon the person of another.

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.

16.1.4 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. The District will endeavor to ensure that all non-emergency maintenance and repair which involves consistently excessive noise and/or odor shall be done so as not to interfere with the instructional program. All non-emergency maintenance and repair which involves consistently excessive noise and/or odor shall not take place within the state testing window during a site's instructional day.

16.2 District Safety Committee

16.2.1 The District will initiate a District Safety Committee during the 2022-2023 school year. AEA will have three participants on the committee appointed by the Union President. The District Safety Committee will meet at least quarterly during the calendar year. Depending on circumstances within the District the District Safety Committee may meet with more frequency. CSEA will be invited to participate in this committee. The District Safety Committee will review issues related to:

- Environmental Safety Concerns
- Physical Safety Concerns
- Employee Safety Concerns

- Student Safety Concerns

  The District Safety Committee will work to understand safety needs across the District, provide insight to issues and concerns, and input and perspective from union members. The committee may develop potential recommendations to the Superintendent to increase safety across the District.

16.3 Safe Working Conditions

16.3.1 Unit members shall not be required to work in unsafe, unhealthy, or hazardous conditions, or to perform tasks that endanger their health, safety, or well-being, in violation of a final order of Cal-OSHA.

16.3.2 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.

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.

16.3.3 Upon receipt of written notification to the immediate supervisor, or verbal notification in emergency situations, the District shall mitigate, address, or correct any confirmed unsafe or hazardous condition as defined in relevant codes (i.e., health code, building code) as soon as possible but within no more than five (5) workdays. If the associated response does not mitigate the concern the unit member may then refer the raised concern and response to the District Safety Committee for review.

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

16.3.5 Unit members shall not be assigned to supervise cross walks that are not located on District property.

16.3.6 Unit members assigned to direct traffic or perform crosswalk duty on school property will be provided with a 2-way radio or other means of communication with office staff and administrators.

16.3.7 Each school site shall maintain an updated Comprehensive School Safety Plan in accordance with the provisions of California Education Code. Copies of the plan shall be available for review at each school site office.

16.3.8 Each class will be provided a two-way communication system that permits immediate contact with the site office. Such system will be maintained in good working condition at all times.

16.4 Student Discipline

16.4.1 As per Education Code Section 48910, a unit member may suspend a student from his/her class for reasons stated in California Education Code Section 48900 for a maximum of two (2) days (the day of suspension and the day following). The unit member shall immediately report the suspension to the principal and send the student to the principal or designee for appropriate action. The teacher shall contact the parent regarding the suspension.

16.4.2 The student shall not be returned to the bargaining unit member's class during the period of suspension without the concurrence of the unit member and the principal.

16.4.3 The student shall not be placed in another regular class during the period of suspension. If the pupil is assigned to more than one class per day, this section shall apply only to classes scheduled during the same time as the class from which the student was suspended. (Ed Code 48910).

16.5 Reporting To Unit Members Regarding Violent Students.

16.5.1 The District shall inform unit members of each student who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in California Education Code 49079. Such information shall include the student's name, the nature of the violation, and the date(s) of the incident(s). Unit members shall maintain any information received pursuant to this provision in confidence for the limited purpose for which it is provided and shall not further disseminate it.

16.5.2 Upon receipt, the District shall review the records of newly-enrolled students and notify unit members of pertinent information as described in Article 16.4.1 above.

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

16.7 Special Education Safety

16.7.1 If a unit member has concerns regarding the ability to provide a safe learning environment for students, the unit member may request a meeting with the principal and the Special Education Director to discuss concerns. A meeting with the unit member and a representative of the unit member's choice will be scheduled within seven (7) work days to develop a solution to the problem. The implantation of the solution shall occur within five (5) workdays, unless otherwise agreed upon by the team.

16.7.2 The District shall provide CPI (Crisis Prevention Intervention) training for all Special Education unit members.

16.7.3 The District and the Association shall develop a Special Education advisory committee. The District shall appoint three (3) participants, and the Association shall appoint three (3) participants. The CSEA shall be invited to join.

a. The Special Education advisory committee shall be jointly chaired by one (1) member of the Association and one (1) District appointee.

b. The Special Education advisory committee shall develop its own ground rules and meeting agendas.

c. The Special Education advisory committee shall meet at least quarterly throughout the school year.

d. The Special Education advisory committee shall review safety procedures and recommend supports for students and staff.

ARTICLE 17
ASSIGNMENT, REASSIGNMENT AND TRANSFER

17.1 Definitions

17.1.1 Assignment: An assignment is the position held by a unit member at a district work location(s).

17.1.2 Involuntary Transfer: An involuntary transfer is a District-initiated transfer.

17.1.3 Reassignment: A reassignment is a change in grade at the elementary level, or a change in department at the secondary level at a district work location(s).

17.1.4 Transfer: A transfer is the movement of a unit member from one work location to another work location.

17.1.5 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.

17.1.6 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 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.

17.5.5 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.

17.5.6 The following criteria shall be used by the District to choose between multiple applicants for voluntary transfer:

A. Credential/Authorization/ Certificate

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

17.5.7 Seniority shall prevail when other criteria are equal.

17.5.8 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.

17.5.9 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.

17.5.10 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.

17.5.11 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.

17.5.12 Any bargaining unit member who voluntarily changes classrooms or moves to a different site, during the school year after the first contractual day of work, shall be provided one (1) day of release time to prepare for the new room. The district shall assist unit members in relocating their materials and equipment between work site/rooms.

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, sex, and working and family relationships

B. A change in student 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 new and existing vacant positions.

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 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.

17.7.6 The employee with the least seniority shall be involuntarily transferred when other considerations are equal.

17.7.7 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.

17.7.8 Unit members who are involuntarily transferred during the course of a school year shall be provided three (3) days of release time or paid the equivalent amount of hours at the hourly rate (See Article 12 and Appendix G: Extra Duty Schedule), at the unit member's discretion, for the purpose of moving and preparing for the new assignment. The District shall assist unit members in relocating their materials and equipment between work sites.

17.8 Reassignment

17.8.1 When a position becomes vacant within a school site, the site administrator shall first consider requests for voluntary reassignment prior to making a reassignment of a unit member.

17.8.2 Unit members who are reassigned during the course of a school year shall be provided two (2) days of release time or paid the equivalent amount of hours at the hourly rate (See Article 12 and Appendix G: Extra Duty Schedule), at the unit member's discretion to prepare for the new assignment.

17.9 Unit Members Returning From Leave

17.9.1 A unit member returning from a leave of absence of one school year or less shall return to the position he/she held prior to the leave for the pending school year provided that such a position still exists and the unit member notifies the Human Resources office in writing of his/her intent to return by March 1.

17.10 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.

17.10.1 Initiation of Formal Grievance: Five (5) working days.

17.10.2 Step 1: Association: Four (4) working days. District response: Three (3) working days.

17.10.3 Step 2: Association: Four (4) working days. District response: Three (3) working days.

17.10.4 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 Any sick leave absences in excess of five (5) consecutive workdays within a school year may require a doctor's statement.

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 sick leave balances on each employee's monthly pay warrant.

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 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.

18.3.14 Military Service Disability Sick Leave: The District agrees to provide military service disability sick leave in accordance with Education Code 44978.2 which states, in part: Any unit member who was hired on or after January 1, 2017 and is a military veteran with military service-connected disability rated at 30% or more by the United States Department of Veteran Affairs, shall be entitled to an additional 10 days of sick leave during the first year of employment. The additional 10 paid sick leave days shall be for the purpose of undergoing medical treatment for his/her military service-connected disability. An employee who is employed for less than five days per week shall be entitled to a percentage of 10 days. This leave must be used during the first year of employment with the District. Any leave unused shall be forfeited after 12 months from hire date.

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 administrator shall make the decision to approve or deny the request.

C. Decision of the Committee, or the AEA President and Human Resources administrator, 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.

A bargaining unit member who has previously drawn from the Catastrophic Leave Bank may apply and may be granted up to an additional 30 days of leave by the Catastrophic Leave Bank Committee. These additional 30 days of Catastrophic Leave may be granted only for a separate and different catastrophic need. Bargaining unit members will not be awarded catastrophic leave days more than twice from the Catastrophic Leave Bank. Bargaining unit members may use granted days intermittently during the catastrophic period.

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.

18.5 Parental Leave

18.5.1 Parental Leave: Unit members can utilize up to 12 weeks of sick leave and extended sick leave (difference leave pay) for child bonding occasioned by the birth of the unit member's child or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child. For the purposes of this section, all the following apply:

a. Unit members who have been employed for at least 12 months are eligible to take this leave.

b. For birthing mothers, the 12 week parental leave will not commence until the conclusion of any pregnancy disability leave. For non-birthing parents, the 12 week parental leave shall commence on the first day of such leave.

c. The leave must commence within one calendar year of the birth, adoption or placement. The leave may also be taken in intermittently within the year. Under the California Family Rights Act regulations, the minimum duration of leave shall be two (2) weeks except that employees may request a leave of less than two weeks on any two (2) occasions.

d. Pursuant to Education Code section 44977.5, if the unit member exhausts his/her accumulated sick leave prior to the expiration of the 12 week child bonding leave, she/he shall be entitled to differential pay as defined in Education Code section 44977.5 for the balance of the 12 week period.

e. A unit member's health benefits will continue while on leave under this provision.

f. Parental leave pursuant to this section shall run concurrently with Parental Leave taken pursuant the Family Medical Leave Act and California Family Rights Act laws, where applicable.

18.6 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.

18.7 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:

18.7.1 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.

18.7.2 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.

18.7.3 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.

18.7.4 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.

18.7.5 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.

18.7.6 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.

18.7.7 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.

18.7.8 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.

18.7.9 Final allowance for permanent industrial disability settlement shall not be subject to remittance to the District under this policy.

18.8 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.

18.8.1 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.

B. Accident involving his/her person or property or the person or property of his/her immediate family.

C. "Immediate family" is defined as "mother, father, husband, wife, domestic partner, son, daughter, foster child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, aunt and uncle of employee or spouse/domestic partner, or any relative living in the immediate household of the employee."

D. For the purpose of bereavement, funeral, or memorial services not covered by Article 18.7.1.C.

18.8.2 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

18.8.3 Three (3) of the existing ten (10) days allowed under Article 18, Section 7, 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.

18.8.4 Unit members may use up to five (5) of the existing ten (10) days under Article 18, Section 7 for personal reasons. No reason must be given and no prior approval shall be required for the use of such days. None of these five (5) days may be used on Staff Development Days or on days before or after holidays or vacation periods.

18.8.5 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, spouse or immediate family member as defined in 18.8.1 C. 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.

18.8.6 No such accumulated leave in excess of ten (10) days may be used in any school year for the purpose of personal necessity.

18.9 Bereavement Leave: In the event of a death in the immediate family (see 18.8.1.C) or a reproductive loss as defined in 18.21, the employee shall be granted a special leave of three (3) days or five (5) days if travel of more than 250 miles from the unit member's residence is required.

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

18.10 Military Leave

18.10.1 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.

18.10.2 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.

18.10.3 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.

18.11 Sabbatical Leave

18.11.1 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.

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

18.11.3 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.

18.11.4 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.

18.11.5 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.

18.11.6 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.

18.11.7 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.

18.11.8 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.

18.11.9 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.

18.11.10 Limitation on Leaves: Not more than two (2%) percent of all certificated personnel may be on Sabbatical Leave at any time.

18.11.11 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.

18.11.12 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.

18.11.13 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.

18.12 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.

18.13 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.

18.14 Professional or Community Service

18.14.1 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.

18.14.2 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.

18.15 Subpoena Leave of Absence

18.15.1 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.

18.15.2 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.

18.16 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. If an employee is required to call in for jury duty on the day of required duty, and his/her work site is more than 30 miles from the courthouse to which he/she must report, the employee shall be excused from work that day. The employee shall be on jury duty leave that day.

18.17 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.

18.17.1 The employee on such leave shall notify the Board of his/her intended return at least six (6) weeks in advance.

18.17.2 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.

18.17.3 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.

18.18 Miscellaneous Leave

18.18.1 An employee shall be allowed to leave his/her work location for less than one-half (1/2) of the workday without a deduction of sick leave pursuant to 18.18.2 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

18.18.2 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.

18.19 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 18.19.3, 18.19.4 and 18.19.5 except that the three (3) working day requirement of Section 18.19.4 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.

18.21 Reproductive Loss Leave

An eligible unit member may take up to five (5) days of reproductive loss leave as stated in 18.21.6 below, following a reproductive loss event that would have made the unit member a parent if successful. A unit member must have been employed for at least thirty (30) days prior to the commencement of the leave to be eligible. The thirty (30) days need not be consecutive. The

bargaining unit member can be the person who experienced the loss, their spouse, domestic partner, or another individual if the bargaining unit member would have been the parent.

18.21.1 A “reproductive loss event” is defined as the day or, for multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (i.e. an unsuccessful artificial insemination or an embryo transfer and includes gamete and embryo donation).

18.21.2 A “failed adoption” includes the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.

18.21.3 A “failed surrogacy” 'includes both the dissolution or breach of a surrogacy agreement or a failed embryo transfer to the surrogate.

18.21.4 A “miscarriage” includes a miscarriage suffered by the employee or the employee’s spouse or registered domestic partner, or a miscarriage suffered by another individual if the unit member would have been a parent of a child born as a result of the pregnancy (e.g. a miscarriage suffered by a unit member’s surrogate).

18.21.5 Documentation confirming a unit member’s reproductive loss event will be kept confidential.

18.21.6 Days for reproductive loss leave may be taken nonconsecutively.

18.21.7 Such leave must be completed within three months of the reproductive loss, event, or the final day of reproductive loss event for a multiple-day event.

18.21.8 If a unit member experiences more than one reproductive loss event within a 12-month period, the unit member may take up to 20 days within a 12-month period.

18.21.9 A unit member may use bereavement leave, accrued and available sick leave, personal leave, vacation, banked days per Article 12.3.3.F2, or compensatory time off for reproductive loss leave. If no such paid leaves are available, reproductive loss leave shall be unpaid.

18.21.10 The parties intend for this section to be interpreted consistent with Government Code section 12945.6 unless stated otherwise in this language.

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.

19.5 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.

20.2 The District may discipline a unit member only for just cause. Discipline shall include warnings, reprimands, or suspension without pay for no more than fifteen (15) working days.

20.2.1 The District shall apply the following just cause guidelines when taking disciplinary action against a unit member:

A. The employee should be informed of the reasons for disciplinary action and the consequences of his/her conduct.

B. Contract provisions, District policies and regulations, Education code, and state and federal laws shall be the basis for disciplinary action.

C. An investigation has been conducted which justifies the need for disciplinary action.

D. Disciplinary action should be reasonably related to the nature of the offense.

20.3 All information and/or proceedings regarding any actions or proposed actions under this Article shall be kept confidential by the parties except to the extent allowed by law.

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

20.5 Progressive Discipline

A. The following stages of the progressive disciplinary process shall be applied in disciplining unit members except where the serious nature of the offense justifies bypassing any of the step(s) outlined below. For the purposes of this section, a serious offense shall include but not be limited to offenses such as assault, theft, offenses of moral turpitude, non-permissive use of District property, felony conviction, and falsifying information to the District.

B. Verbal Counseling/Warning

The District shall first issue a verbal counseling/warning before imposing further discipline. Verbal counseling/warnings may result in a post-conference summary memorandum. The post-conference summary memorandum shall not be placed in the unit member's personnel file but may be attached to a Written Warning and/or Written Reprimand and placed in the personnel file in the event that additional steps of the progressive disciplinary process are utilized.

C. Written Warning

Subject to 20.5.A. above, a Written Warning will not be used unless the unit member has been verbally counseled /warned for a separate and similar action or infraction. A Written Warning shall not be placed in a unit member's file but may be attached to a Written Reprimand and placed in the personnel file if additional steps of the progressive disciplinary process are utilized.

D. Written Reprimand

Subject to 20.5.A. above, a Written Reprimand will not be used unless the unit member has received a Written Warning for a separate and similar action or infraction. A Written Reprimand shall be placed in the unit member's personnel file.

E. Suspension Without Pay

Subject to 20.5.A. above, a unit member will not be suspended without pay unless he/she has been given a written reprimand for a separate and similar action or infraction. A copy of the suspension order shall be given to the unit member and placed in his/her personnel file. No unit member will be suspended without pay for more than fifteen (15) working days for an offense. By mutual consent, a unit member may have his/her salary withheld in lieu of suspension.

F. The sequence from Verbal Counseling/Warning through Suspension Without Pay must be within a four (4) year period.

20.6 Notice

Notice of suspension will be in writing and served in person or by certified mail upon the unit member by the Superintendent or designee. A copy will be concurrently provided to the Association president. The Notice of Suspension will contain:

A. A statement of the specific actions or omissions upon which the action is based;

B. A statement of the cause(s) for which action is recommended;

C. Where applicable, the Education Code section, policy, rule regulation, or directive violated;

D. Penalty proposed and effective date;

E. A statement of the unit member's right to challenge the proposed action by submitting a request for a hearing to the Human Resources Office within ten (10) business days of the notice. The hearing shall be conducted pursuant to the arbitration procedures of Article 14 (Grievance procedure) of this Agreement.

20.7 Suspensions without pay shall not reduce or deprive the unit member of seniority or other rights or any fringe benefits.

20.8 A unit member is entitled to be represented by the Association at any stage of disciplinary action.

20.9 An employee may attach his/her own statement to any documentation in the progressive disciplinary process.

20.10 Among the steps included above in the progressive disciplinary process, only Suspension without Pay may be grieved under this Article. There shall be no loss of pay to a unit member until after the completion of the grievance process if the action is challenged.

ARTICLE 21
TEACHER TRAVEL

21.1 Unit Members 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 Unit Members 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 Unit Members 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.

21.5 Unit members who are required to travel between sites shall be provided adequate travel time.

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 administrator 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 administrator 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 administrator 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 and Peer Mentoring Program: It is the intent of the Association and the District to establish a Peer Assistance and Peer Mentoring 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 Pre-Induction and 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 Peer Mentor Program 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 "Pre Induction Program means the credential support program developed and implemented by the District to assist teachers in earning their preliminary credential.

26.2.6 "Induction Program Teacher Candidate" means a preliminary credentialed teacher who is enrolled in the Induction Program.

26.2.7 "Mentor" means a certificated bargaining unit member who is selected by the Joint Panel to provide assistance to Induction Program Candidates.

26.2.8 "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.

26.2.9 Peer Mentor Program Teacher" means any bargaining unit member (intern, temporary, probationary or permanent) who voluntarily participates in the Peer Mentoring Program.

26.2.10 "Pre-Induction Candidate" means any bargaining unit member currently working as a teacher under the auspices of a college or university and holding an Intern Credential from the California Commission on Teaching Credentialing or any bargaining unit member currently working as a teacher with an emergency document (Short-Term Staff permit or Provisional Intern Permit).

26.2.11 "Pre-Induction Mentor" means a certificated bargaining unit member who is selected by the Joint Committee to provide assistance to a Pre-Induction Candidate.

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. Teachers who are members of the Joint Committee shall receive a stipend as stipulated in the Extra Duty Schedule 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, Pre-Induction and Induction Mentors.

D. Selecting the panel of Consulting Teachers, Peer Mentoring Program Mentors, and Pre-Induction and Induction Mentors.

E. Providing training for Consulting Teachers, Peer Mentoring Program Mentors, Pre-Induction and Induction Mentors 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 or designee of any teachers requiring participation in the Peer Assistance Program, a list of Pre-Induction Candidates and a list of Induction Program Candidates. Making available a list of Consulting Teachers for selection by Referred and Peer-Mentor Program Teachers, a list of Pre-Induction Mentors. Communicating to the appropriate site principal the names of Referred Participating Teachers and their Consulting Teacher, the names of Interns Pre-Induction Candidates and their Pre-Induction Mentor and the names of Induction Program Candidates and their Mentor.

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.

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 administrator 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

26.5.1 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 Peer Mentor Program Teacher

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

26.6.2 The Peer Mentor Program Teacher may put in a request to the Joint Committee to participate in the Peer Assistance Program. The Consulting Teacher and the Peer Mentor Program 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 Peer Mentor Program Teacher.

26.6.4 A Peer Mentor Program 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 Peer Mentor Program Teacher shall be confidential, and without the written consent of the Peer Mentor Program 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 appointed to a site administrative position shall not be assigned as the primary evaluator of his/her Participating Teacher until two (2) full years after his/ her appointment.

26.7.4 Consulting Teachers shall have the responsibility of no more than one (1) Referred Participating Teacher, or not more than three (3) Peer Mentor Program Teachers.

26.7.5 Consulting Teachers shall receive a stipend as stipulated in the Extra Duty Schedule.

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 the Peer Mentor Program 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 Pre-Induction and Induction Program Teacher Candidate

26.9.1 The Induction Program Leader will assign Candidates their Mentors based on credentialing, assignment, and site. The Joint Committee will approve all Candidate/Mentor matches.

26.9.2 A Mentor shall not evaluate any Pre-Induction or Induction Program Candidate. However, at the request of the Pre-Induction or Induction Program Candidates, the Mentor may attend any evaluation conference.

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

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

26.10 Mentor: The qualifications for Mentor shall be 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.

26.10.1 Mentor 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 Mentor's personnel file. The Joint Committee procedures for selecting Support Providers shall include provisions for classroom observation of the Mentor Applicants.

A. If after posting and recruitment within the bargaining unit there is still a need for additional Mentors, 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 Mentor 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 Mentor shall be provided release time as determined by the Joint Committee. The terms of the Mentor 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 Mentor shall retain all rights of bargaining unit members.

26.10.4 Mentors shall receive a stipend as stipulated in the Extra Duty Schedule.

26.10.5 Mentors shall assist Pre-Induction and/or Induction Program Teachers by demonstrating, observing, coaching, conferencing and referring, or by other activities that in their professional judgment shall assist the participating candidates.

26.10.6 The Mentors shall meet with their individual Pre-Induction and/or Induction Program Candidates to discuss Pre-Induction and/or 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, Mentors 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 Pre-Induction and 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 Pre-Induction and 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 After ratification of the Agreement by both Parties herein, the District shall update the agreement to include all negotiated changes and submit it to the AEA President for approval within thirty (30) days. Upon approval of changes from AEA, the updated agreement shall be uploaded to the District website and sent to the AEA president. The District shall have two hundred fifty (250) copies prepared and delivered to the Association for distribution. 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.

34.4 Assignment of Teaching Hours

34.4.1 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).

34.4.2 Assignment of Additional Teaching Hours

A. 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 on preference by seniority. However, a unit member who refuses additional hours may see their hours reduced under Section 12.5.1.C. 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.

B. 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.

C. 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.

34.4.3 The workday for Prospects High School and the Adult Education Program 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. This regular workday shall include at least a thirty (30) minute duty free lunch.

34.5 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.

34.6 Hourly Employees

34.6.1 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)

34.6.2 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

34.6.3 Work Year

A. Employee Activities Prior to Student Attendance

1. 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.

2. Prospects High School and Adult Independent Study: 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.

B. Staff Development Buy Back Days

1. 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.

2. 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.

3. 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.

34.6.4 Hours of Employment

A. 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).

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

34.6.5 Health and Welfare Benefits: For a description of eligibility for health benefits, see Article 13 of this Agreement.

34.6.6 Compensation

A. Alternative Programs and/or Schools Salary Schedule

1. 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.

2. Unit members shall receive the same compensation for possessing advanced degrees as unit members in the regular unit, prorated for part time employment.

B. Supplemental Pay

1. 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.

2. 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.

3. 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.

C. 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.

34.6.7 Leaves

A. 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.

B. Sick Leave: The following Sections apply to hourly unit members teaching in the Alternative Programs and/or Schools:

1. Bargaining unit members may accumulate unused sick leave without limitation.

2. 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.

3. 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.

4. 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.

5. 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.

6. Following absences due to illness, a doctor's statement may be required before returning to work.

7. 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.

8. 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.

9. Upon retirement from the District, a unit member shall receive retirement credit for unused sick leave.

10 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.

11 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.

12. A unit member may transfer accumulated sick leave from another school district provided they meet the requirements established by the State of California.

13. 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.

34.7 Prospects Independent Study School: This section applies to bargaining unit members teaching in the Prospects Independent Study School

34.7.1 Bargaining unit members teaching in the independent studies programs and/or schools shall not be assigned to teach more than one student at a time.

34.7.2 Independent study student appointments shall be 50 minutes long, and there shall be a 5 minute transition time between student appointments.

34.7.3 Preparation time: each unit member shall receive one (1) 50-minute daily preparation period.

34.7.4. Period Substitution: if a substitute teacher is unavailable, unit members will cover for absent colleagues by "farming out" students during their prep period. Members that teach a farmed out student shall be paid at the contractual period substitution rate.

34.7.5 Professional Development time shall be built into the weekly schedule at the Independent Studies schools, as it is at the comprehensive school sites. (Ex: no students will be scheduled during PD time, comparable to other school sites' Early Release Wednesdays.)

34.7.6 Virtual and in-person student appointments assigned to unit members shall be separated to different days of the week or time of the day if separated by a lunch break.

34.7.7 Assignment of extra students outside of regular contract hours shall be optional and members agreeing to take on these extra students shall be compensated at their hourly per diem rate of pay. No extra students may be assigned on Mondays, which are Association Meeting Days per 11.9 of this agreement.

34.8 Adult Education: This section applies to bargaining unit members teaching in the Adult Education Program.

34.8.1 Classes within the Adult Education Program are expected to have a minimum of ten (10) students with a maximum of thirty (30) students.

34.8.2 The site administrator will determine for each subsequent school year staffing needs in the spring and advise all current adult education unit members of those needs.

34.8.3 Preparation Time: Unit members shall receive thirty (30) minutes of preparation time for each three hours of daily instruction, not to exceed a total of three (3) hours per week of preparation time.

34.8.4 The length of classes is dependent on the type of course being offered and will be determined by the site administrator.

34.8.5 Class Substitution: Adult education instructors who provide class substitution will be compensated at the hourly class substitution rate.

34.8.6 Work Year: The work year for Adult Education instructors is determined by the Antioch Adult Education calendar. Efforts will be made to align with the Antioch Unified School District calendar when possible. The work calendar will be created to include the contractual professional development days. No employee that is full-time or part-time salary as of the date of this agreement shall have a reduction in their work year due to this agreement.

34.8.7 Extra classroom instructional hours will be compensated at the unit member's hourly per diem rate. Additional hours worked outside of classroom instructional duties not including preparation time as guaranteed by this agreement, will be compensated at the hourly rate of pay.

34.8.8 Contracted Adult Education unit members will be evaluated yearly.

34.9 Encore

34.9.1 Initial caseload size shall not exceed twenty-eight (28) students per teacher. Should the need arise, teachers will be compensated for each student over 28, to a maximum of thirty (30) students. The standard overage rate, found in Article 15 of this agreement, shall apply for the days the caseload is over 28.

34.9.2 The site administrator shall collaborate with the Encore Teachers to determine student appointment times, scheduling of small group instruction, and preparation time schedules.

34.9.3 Unit member in this program shall not be assigned to any daily/weekly duties related to being on a shared campus with other programs, including, but not limited to meetings, period substitution, or supervision of student duties for the shared campus. However, should a serious emergency arise on campus all unit members may be enlisted to assist students as needed.

34.8 Continuation Schools

34.8.1 All unit members working at the Continuation High Schools shall be entitled to all of the same rights as members teaching at the comprehensive high schools in the district.

34.8.2 Class Size: Continuation High School classes shall have a maximum of twenty (20) students per class.

34.9 Virtual Academy

34.9.1 All bargaining unit members working at Thomas Gaines Virtual Academy (TGVA) shall continue to be entitled to all the provisions outlined in this agreement.

34.9.2 Unit members in this program shall not be assigned to any daily/weekly duties related to being on a shared campus with other programs, including, but not limited to meetings, period substitution, or supervision duties for the shared campus. However, should a serious emergency arise on campus all unit members may be enlisted to assist students as needed.

34.9.3 Unit members shall not be required to provide concurrent virtual and in-person instruction.

34.9.4 A separate workspace will be provided for each unit member. If there are not soundproof barriers between work spaces, noise cancelling headsets will be provided.

34.9.4 All necessary technology required to teach virtually shall be provided by the district, including a laptop with camera and microphone, external monitor, and document camera.

34.10 Dual Language Immersion (DI) Programs

34.10.1 To the extent possible, all DI unit members shall be provided with District curriculum to teach all subject matter in both English and Spanish languages. When Spanish language curriculum cannot be provided, teachers will be paid the hourly per diem rate to translate curriculum outside of the contract day with administrator approval.

34.10.2 Each DI team (English and Spanish pair) shall be provided two common release days for shared planning time each year, or unit members may elect to plan outside the workday and be paid their per-diem rate for up to 14 hours.

34.10.3 Unit members shall receive a stipend and have their class size excluded from the school's staffing allocation as agreed to in Article 15 of this agreement.

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.

ARTICLE 36
TECHNOLOGY

36.1 General Policies

36.1.1 The District shall provide each unit member with access to a computer and/or laptop with all necessary cables and connections and Internet service that can be used in their workspace/classroom.

36.1.2 The District shall provide each unit member *with* legally purchased and licensed software for each computer workstation and/or network necessary for the support of educational programs provided by the District. Each unit member will utilize software in compliance with the district acceptable use agreement. This District is not responsible for providing tech support for software and equipment procured by a unit member.

36.1.3 The District shall provide services necessary to maintain the safe, secure, and effective functioning of networks, communication equipment and lines, computers, projection device, peripherals, cables, cords and other devices under the supervision of unit members.

36.1.4 The District shall replace or repair any malfunctioning district provided computer and projection device regularly used in the course of a unit member's duties within 10 working days of submission of a work order and/or service request. In the case that the equipment cannot be repaired within 10 days, unit members will be updated in writing of the expected timeline for repairs. Unit members must use the district official work order system for any service request related to technology. For work orders regarding other district provided equipment, members will be notified of a reasonable expected completion timeline.

36.1.5 Unit members shall have reasonable use of workstations, district approved software, print, scan and copier equipment during their normal work hours.

36.1.6 In recognition of the fact that technological devices and software are changing rapidly and that no contract provision can foresee the nature of these changes, the District and the Association agree to meet to address such issues.

36.2 Voice Line, and Voicemail Access

36.2.1 All unit members shall have a voice line available in their classroom. Voice lines shall have ability to call outside emergency 911 service.

36.3 Email

36.3.1 Unit members shall have access to email and other district approved communication tools. Use of any communication tool or software by unit members shall be in accordance with the AUSD acceptable use policy.

36.3.2 Antioch Education Association shall have the use of District e-mail to communicate with their unit members except as prohibited by law.

36.4 Videotaping of instruction to be televised later shall be made only with the unit member's prior written approval.

36.5 Technology Advisory Committee

36.5.1 The District and the Association agree to form a Technology Advisory Committee to make recommendations to the Superintendent his/her designee regarding technology needs of the District.

36.5.2 The Committee shall be composed of two (2) District appointees, two (2) Association appointees, and two (2) CSEA appointees as needed.

36.5.3 The Committee shall create and agenda and determine how often they will meet.

36.6 The District shall provide unit members with resources (e.g. professional development opportunities, videos and manuals, etc.) necessary to fulfill professional duties and responsibilities that require the use of technology.

36.7 At any point that the District and/or Governing Board develops policy or mandates regarding the use of Artificial Intelligence (Al) in classroom instruction, the District and the Association shall meet within two weeks to begin bargaining the effects.

Appendix A

ANTIOCH UNIFIED SCHOOL DISTRICT

CERTIFICATED SALARY SCHEDULE 2025-26 (REG1-REG7)

2.3% Increase Effective July 1, 2025

BOE Approved January 28, 2026

Certificated Salary Schedule reflects a work year of 184 for Teachers and 187 days for New Teachers

STEP	I=BA	II=BA+15	III=BA+30	IV=BA+45	V=BA+60	VI=BA+75	VII=BA+90
1	64,901	66,634	71,479	71,945	71,945	71,945	71,945
2	66,522	69,851	73,320	75,415	77,624	77,624	77,624
3	69,603	71,592	75,162	78,853	81,195	81,195	81,195
4	70,963	73,332	77,008	80,839	84,743	84,743	84,743
5	72,837	76,545	80,328	84,312	88,337	88,337	88,337
6	75,929	79,736	83,660	87,752	91,900	95,746	95,746
7	79,026	82,943	87,000	91,209	95,455	99,354	99,354
8	82,109	86,145	90,315	94,682	99,018	102,967	102,967
9	82,109	89,360	93,651	98,126	102,609	106,569	111,369
10	82,109	89,360	96,973	101,574	106,177	110,177	114,970
11	82,109	89,360	100,291	105,032	109,732	113,788	118,676
12	82,109	89,360	103,618	108,495	113,632	117,395	122,392
13-15	82,109	89,360	103,618	111,941	116,881	121,011	125,813
16-18	82,109	89,360	103,618	113,062	118,051	122,220	127,071
19-21	82,109	89,360	103,618	114,192	119,231	123,443	128,342
22-24	82,109	89,360	103,618	115,331	120,525	124,678	129,626
25-26	82,109	89,360	103,618	116,485	121,624	125,927	130,924
27-28	82,109	89,360	103,618	117,651	122,842	127,182	132,231
29-30	82,109	89,360	103,618	118,827	124,074	128,456	133,555
31 +	82,109	89,360	103,618	120,017	125,312	129,739	134,891

Advanced Degree and National Board Certification Stipends:

National Board Certification:	2,046	Masters:	2,046	Doctorate:	3,069

Initial Salary Placement

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

ANTIOCH UNIFIED SCHOOL DISTRICT

SCHOOL PSYCHOLOGIST, SOCIAL WORKER, PROGRAM SPECIALIST, and TEACHER ON SPECIAL ASSIGNMENT (TOSA) SALARY SCHEDULE 2025-26 (PSY3-PSY7)

2.3% Increase Effective July 1, 2025
BOE Approved January 28, 2026

School Psychologist, Social Worker, Program Specialist and Teacher on Special Assignment (TOSA) 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
1	79,112	79,638	79,638	79,638	79,638
2	81,197	83,560	87,714	87,714	87,714
3	83,275	87,447	91,751	91,751	91,751
4	87,021	91,347	95,759	95,759	95,759
5	90,772	95,270	99,820	99,820	99,820
6	94,534	99,157	103,848	108,193	108,193
7	98,310	103,066	107,866	112,270	112,270
8	102,058	106,990	111,891	116,353	116,353
9	105,826	110,880	115,946	120,424	125,849
10	109,582	114,776	119,980	124,501	129,915
11	113,326	118,683	123,998	128,581	134,105
12	117,088	122,598	128,405	132,656	138,298
13-15	117,088	126,493	132,077	136,742	142,168
16-18	117,088	127,761	133,398	138,109	143,590
19-21	117,088	129,038	134,732	139,489	145,028
22-24	117,088	130,327	136,194	140,883	146,477
25-26	117,088	131,630	137,437	142,295	147,943
27-28	117,088	132,946	138,816	143,718	149,424
29-30	117,088	134,276	140,203	145,153	150,916
31 +	117,088	135,619	141,603	146,603	152,424

Advanced Degree and National Board Certification Stipends:

National Board Certification:	2,046	Masters:	2,046	Doctorate:	3,069

Initial Salary Placement

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 C

ANTIOCH UNIFIED SCHOOL DISTRICT

SPEECH AND LANGUAGE PATHOLOGIST SALARY SCHEDULE 2025-26 (SLP3-SLP7)

2.3% Increase Effective July 1, 2025

BOE Approved January 28, 2026

Speech and Language Pathologist 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
1	84,014	84,575	84,575	84,575	84,575
2	86,225	88,738	93,150	93,150	93,150
3	88,435	92,862	97,434	97,434	97,434
4	92,411	97,005	101,689	101,689	101,689
5	96,394	101,173	106,003	106,003	106,003
6	100,386	105,298	110,278	114,895	114,895
7	104,397	109,448	114,547	119,227	119,227
8	108,377	113,617	118,820	123,559	123,559
9	112,380	117,750	123,130	127,885	133,639
10	116,369	121,886	127,413	132,213	137,962
11	120,349	126,038	131,676	136,546	142,411
12	124,344	130,194	136,359	140,873	146,868
13-15	124,344	134,331	140,256	145,213	150,978
16-18	124,344	135,673	141,658	146,668	152,487
19-21	124,344	137,031	143,075	148,131	154,009
22-24	124,344	138,396	144,629	149,610	155,549
25-26	124,344	139,782	145,952	151,111	157,110
27-28	124,344	141,182	147,412	152,619	158,680
29-30	124,344	142,594	148,887	154,144	160,264
31 +	124,344	144,020	150,377	155,684	161,867

Advanced Degree and National Board Certification Stipends:

National Board Certification:	2,046	Masters:	2,046	Doctorate:	3,069

Initial Salary Placement

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 D



Antioch Unified School District
Alternative Programs and/or Schools Salary Schedule 2025-26

2.3% Increase Effective July 1, 2025
BOE Approved January 28, 2026

	Column 1 Less Than BA	Column 2 - BA + 15	Column 3 - BA + 30	Column 4 - BA + 45
1 - 3 Years	48.27	49.81	51.42	53.10
4 -6 Years	49.81	51.42	53.10	53.86
7 -9 Years	51.42	53.10	53.86	56.63
10+ Years	53.10	53.86	56.63	58.41

Advanced Degree and National Board Certification Stipends:

National Board Certification:	2,046
Masters:	2,046
Doctorate:	3,069

Appendix E

ANTIOCH UNIFIED SCHOOL DISTRICT

Designated Subject Credential Salary Schedule 2025-26 (DSC1-DSC5)
2.3% Increase Effective July 1, 2025
BOE Approved January 28, 2026

Designated Salary Schedule reflects a work year of 184 for Teachers and 187 days for New Teachers

Years of Experience in Field	STEP	0-12 Units	13-24 Units	25-36 Units	37-48 Units	49-60 Units
5-7	1	65,053	67,002	69,013	71,083	73,218
8-10	2	67,002	69,013	71,083	73,218	75,413
11-13	3	69,013	71,083	73,218	75,413	77,673
14-16	4	71,083	73,218	75,413	77,673	80,006
17-19	5	73,218	75,413	77,673	80,006	82,405
20 Plus	6	75,413	77,673	80,006	82,405	84,877

Advanced Degree and National Board Certification Stipends:

National Board Certification:	2,046	Masters:	2,046	Doctorate:	3,069

Appendix F

Antioch Unified School District
Push-In Reading Teacher Hourly Salary Schedule 2025-26
2.3% Increase Effective July 1, 2025
BOE Approved January 28, 2026

	Column 1 Less Than BA	Column 2 - BA + 15	Column 3 - BA + 30	Column 4 - BA + 45
1 - 3 Years	48.27	49.81	51.42	53.10
4 -6 Years	49.81	51.42	53.10	53.86
7 -9 Years	51.42	53.10	53.86	56.63
10+ Years	53.10	53.86	56.63	58.41

PLEASE NOTE: all Push-In Reading Teachers are temporary hourly positions and do not earn seniority or permanency within the District. Push-In Reading Teachers do not receive the rights and benefits of the Antioch Education Association/CTA/NEA members under this Agreement.

APPENDIX G

APPENDIX G - EXTRA DUTY SCHEDULE 2025-26
Effective July 1, 2025
For BOE Approval February 18, 2026

Athletic/Coaching Positions	Annual
Football, Head Varsity	5,601
Group I - Head Varsity	
Basketball (M, F)	5,295
Baseball	5,295
Cross Country	5,295
Softball	5,295
Track	5,295
Wrestling (M, F)	5,295
Soccer (M, F)	5,295
Swimming	5,295
Volleyball (M, F)	5,295
Water Polo (M, F)	5,295
Flag Football	5,295
Group II	
Head Varsity Stunt Cheer	4,988
Head Varsity Golf (M, F)	4,988
Head Varsity Tennis (M, F)	4,988
E Sports (per season)	4,988
Group III	
Asst. Cross Country (2)	4,757
Asst. Football (8)	4,757
Asst. Flag Football	4,757
Asst. Baseball (2)	4,757
Asst. Softball (2)	4,757
Asst. Wrestling	4,757
Asst. Basketball (M, F) (2)	4,757
Asst. Soccer (M, F) (2)	4,757
Asst. Swimming (2)	4,757
Asst. Track (3)	4,757
Group IV	
Asst. Tennis (M, F)	4,092
Asst. Waterpolo (M, F)	4,092
Asst. Volleyball (M, F) (2)	4,092
Asst. Stunt Cheer	4,092
Group V	
Athletic Trainer	17,187
Paid 3 times per year @ 5,729.00	
Athletic Director	6,138
Head Pep Crew	8,184
Paid fall and winter @ 4,092.00	
Assistant Pep Crew	6,752
Paid fall and winter @ 3,376.00	
Unified Sports Coach	6,138
Paid fall/winter/spring @ 2,046.00	
Must be different sport coached each season for multiple stipends paid during the same school year	

Athletics/Activities	Annual
Elementary Music	1,944
Middle School Athletic Program	1,944
Middle School Intramural Director	2,558
Middle School Yearbook	2,046
Middle School Drama Director	2,046
Middle School Vocal Music Director	2,046
Middle School Instrumental Music Director	2,046
6th Grade Outdoor Ed (2 nights)	512
6th Grade Outdoor Ed (3 nights)	768
HS Student Activities Director	6,138
HS Marching Band Director (Fall)	3,683
Assistant HS Marching Band Director (Fall) (2)	1,535
HS Band Auxiliary Director	3,069
HS Band Winter Guard Director	3,069
Assistant HS Band Winter Guard Director (2)	1,535
HS Symphonic/Concert/Jazz Band Director	2,046
HS Choir/Music Master Director	3,172
HS Dance Advisor	3,069
HS Drama Director (6 productions max yearly)	7,264
HS Yearbook Advisor	3,121
HS Newspaper Advisor	3,121
HS Public Speaking (Speech and Debate)	3,121
Leadership/Site Support	
Department Chairs (Secondary)	
1 - 4 Teachers	2,046
5 - 9 Teachers	2,558
10 or more Teachers	3,632
Prospects HS Deptartment Chair	2,046
Elementary Leadership Team	2,558
Lead Psychologist	2,251
Speech Language Pathologist w/Assistant	3,438
Paid 2 times per year @ 1,719.00	
Medi-Cal Billing	2,149
PBIS Site Team Leader	2,046
School Educational Technology Lead	3,632
Paid 2 times per year @ 1,816.00	
Unit Member Support	
PAR Joint Committee	1,944
Pre-Induction Mentor	2,558
ATIP Mentor	2,558
Peer Mentor Program Teacher (mentor stipend)	1,944
Referred Participating Teacher (mentor stipend)	5,780
Additional Stipends	
Dual Immersion Class	2,558
Special Education Teacher	3,069
Psychologist	3,069
Speech Language Pathologist	3,069
Program Specialist	3,069
Elementary General Education Combo Class	2,558
Certificated Hourly Rate of Pay	48.27

The decision to fill or not fill any authorized extra duty position shall be at the sole discretion of the District.

APPENDIX H

ANTIOCH UNIFIED SCHOOL DISTRICT

CERTIFICATED PRESCHOOL TEACHER SALARY SCHEDULE 2025-26 (PST1-PST7)

2.3% Increase Effective July 1, 2025

BOE Approved January 28, 2026

Certificated Preschool Teacher Salary Schedule reflects a work year of 205 days

STEP	I=BA	II=B+15	III=B+30	IV=BA+45	V=BA+60	VI=BA+75	VII=BA+90
1	72,219	76,040	83,570	84,125	84,125	84,125	84,125
2	75,905	79,878	85,771	88,268	92,655	92,655	92,655
3	79,582	83,706	87,966	92,372	96,919	96,919	96,919
4	81,208	87,532	91,923	96,492	101,154	101,154	101,154
5	86,942	91,369	95,884	100,636	105,443	105,443	105,443
6	90,634	95,177	99,857	104,745	109,699	114,289	114,289
7	94,327	99,005	103,851	108,871	113,941	118,593	118,593
8	98,007	102,826	107,805	113,016	118,192	122,907	122,907
9	98,007	106,665	111,786	117,126	122,480	127,209	132,936
10	98,007	106,665	115,754	121,243	126,739	131,515	137,235
11	98,007	106,665	119,714	125,372	130,983	135,823	141,658
12	98,007	106,665	123,686	129,504	135,638	140,128	146,091
13-15	98,007	106,665	123,686	133,619	139,516	144,444	150,180
16-18	98,007	106,665	123,686	134,958	140,910	145,890	151,678
19-21	98,007	106,665	123,686	136,307	142,318	147,348	153,199
22-24	98,007	106,665	123,686	137,667	143,866	148,821	154,727
25-26	98,007	106,665	123,686	139,045	145,178	150,312	156,279
27-28	98,007	106,665	123,686	140,435	146,632	151,813	157,839
29-30	98,007	106,665	123,686	141,839	148,101	153,328	159,419
31 +	98,007	106,665	123,686	143,259	149,580	154,863	161,013

Advanced Degree and National Board Certification Stipends:

National Board Certification:	2,046	Masters:	2,046	Doctorate:	3,069

Initial Salary Placement

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 I

EVALUATION FORMS – PROSPECTS INDEPENDENT STUDY

Teacher Evaluation Criteria

1. Engaging and Supporting All Students in Learning (CSTP 1)

1.1 Using knowledge of students to engage them in learning.
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.
1.3 Connecting subject matter to meaningful, real-life contexts.
1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.
1.5 Promoting critical thinking through inquiry, problem solving and reflection.
1.6 Monitoring student learning and adjusting instruction while teaching.

2. Creating and Maintaining Effective Environments for Student Learning (CSTP 2)

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe.
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students.
2.5 Developing, communicating, and maintaining high standards for individual and group behavior.
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.
2.7 Using instructional time to optimize learning.

3. Understanding and Organizing Subject Matter for Student Learning (CSTP 3)

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.
3.3 Organizing curriculum to facilitate student understanding of the subject matter.
3.4 Utilizing instructional strategies that are appropriate to the subject matter.
3.5 Using and adapting resources, technologies, and standards- aligned instructional materials, including adopted materials, to make subject matter accessible to all students.
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content.

4. Planning Instruction and Designing Learning Experiences for All Students (CSTP 4)

4.1 Using background knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.
4.2 Establishing and articulating goals for student learning.
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning.
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.

5. Assessing Students Learning (CSTP 5)

5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments.
5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction.
5.3 Reviewing data, both individually and with colleagues, to monitor student learning.
5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.
5.5 Involving all students in self-assessment, goal setting, and monitoring progress
5.6 Using available technologies to assist in assessment, analysis, and communication of student learning.
5.7 Using assessment information to share timely and comprehensible feedback with students and their families.

6. Developing as a Professional Educator

6.1 Reflecting on teaching practice in support of student learning.
6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development.
6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning.
6.4 Working with families to support student learning.
6.5 Engaging local communities in support of the instructional program.
6.6 Managing professional responsibilities to maintain motivation and commitment to all students.
6.7 Demonstrating professional responsibility, integrity, and ethical conduct.

7. Folder Check

a. Master Agreements written and followed according to District & State Mandates
b. Assignment Sheets/Progress Reports properly completed
c. Record of Contacts page completed according to independent study guidelines
d. Credit Earned Page kept up to date/scores grades recorded
e. Learning Guides/Course Contracts followed per State and District Standards
f. Homework evaluated and “blue dotted”

Antioch Unified School District

ANNUAL GOALS AND OBJECTIVES

Teacher: _____ Initial Conference Date: _____

School: _____ Date(s) of Approved Change(s) _____

Signature of Evaluatee: _____ Signature of Evaluator: _____

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.

CSTP 1	ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING	
❑ 1.1 Using knowledge of students to engage them in learning ❑ 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests ❑ 1.3 Connecting subject matter to meaningful, real-life contexts ❑ 1.4 Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs ❑ 1.5 Promoting critical thinking through inquiry, problem solving, and reflection ❑ 1.6 Monitoring student learning and adjusting instruction while teaching	Objective/Plans for Growth	Evidence/Method to Measure Objective

CSTP 2	CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	
❑ 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully ❑ 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students ❑ 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe ❑ 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students ❑ 2.5 Developing, communicating, and maintaining high standards for individual and group behavior ❑ 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn ❑ 2.7 Using instructional time to optimize learning	Objective/Plans for Growth	Evidence/Method to Measure Objective

CSTP 3	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	
❑ 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks ❑ 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter ❑ 3.3 Organizing curriculum to facilitate student understanding of the subject matter ❑ 3.4 Utilizing instructional strategies that are appropriate to the subject matter ❑ 3.5 Using and adapting resources, technologies, and standards aligned instructional materials, including adopted materials, to make subject matter accessible to all students ❑ 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content	Objective/Plans for Growth	Evidence/Method to Measure Objective

CSTP 4	PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	
❑ 4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction ❑ 4.2 Establishing and articulating goals for student learning ❑ 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning ❑ 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students ❑ 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students	Objective/Plans for Growth	Evidence/Method to Measure Objective

CSTP 5	ASSESSING STUDENTS LEARNING	
❑ 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments ❑ 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction ❑ 5.3 Reviewing data, both individually and with colleagues, to monitor student learning ❑ 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction ❑ 5.5 Involving all students in self-assessment, goal setting, and monitoring progress ❑ 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning ❑ 5.7 Using assessment information to share timely and comprehensible feedback with students and their families	Objective/Plans for Growth	Evidence/Method to Measure Objective

CSTP 6	DEVELOPING AS A PROFESSIONAL EDUCATOR The employee's performance of non-instructional duties and responsibilities including those which are supervisory/advisory and prescribed by the Board of Education in accordance with the Agreement between the District and the AEA	
❑ 6.1 Reflecting on teaching practice in support of student learning ❑ 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development ❑ 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning ❑ 6.4 Working with families to support student learning ❑ 6.5 Engaging local communities in support of the instructional program ❑ 6.6 Managing professional responsibilities to maintain motivation and commitment to all students ❑ 6.7 Demonstrating professional responsibility, integrity, and ethical conduct ❑ Performs work related assignments/duties in a professional manner ❑ Works with colleagues to improve professional practice via formal and informal committees and work groups ❑ Is prompt and accurate with reports and records ❑ Is fair, firm and consistent when addressing student behavioral issues ❑ Uses confidential information for professional purposes only ❑ Adheres to Board Policy and Administrative Rules regarding job description.	Specific Responsibilities	Evidence/Method to Measure Objective

7 FOLDER CHECK REQUIRED	The employee's performance on items required by the District and State of California to assure compliance (Required area for every year)	
Fulfills responsibilities in a consistent manner ❑ Master Agreements written and followed according to District & State Mandates ❑ Assignment Sheets/Progress Reports properly completed ❑ Record of Contacts page completed according to independent study guidelines ❑ Credit Earned Page kept up to date/scores grades recorded ❑ Learning Guides/Course Contracts followed per State and District Standards ❑ Homework evaluated and "blue dotted"	Specific Responsibilities	Evidence/Method to Measure Objective

Antioch Unified School District
Prospects Independent Study
Observation and Conference Form

Teacher: _____ Observer: _____

Date: _____ Observation: 1 2 3 4

	Meets Standard	Needs Improvement On Standard	Unsatisfactory Progress on Standard	Not Observed
Engaging and Supporting All Students in Learning (CSTP 1)				
a. Using knowledge of students to engage them in learning.	❑	❑	❑	❑
b. Connecting learning to students' prior knowledge, backgrounds, life experiences, and interests.	❑	❑	❑	❑
c. Connecting subject matter to meaningful, real-life contexts.	❑	❑	❑	❑
d. Using a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs.	❑	❑	❑	❑
e. Promoting critical thinking through inquiry, problem solving and reflection.	❑	❑	❑	❑
f. Monitoring student learning and adjusting instruction while teaching.	❑	❑	❑	❑

	Meets Standard	Needs Improvement On Standard	Unsatisfactory Progress on Standard	Not Observed
Creating and Maintaining Effective Environments for Student Learning (CSTP 2)				
a. Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully.	❑	❑	❑	❑
b. Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students.	❑	❑	❑	❑
c. Establishing; and maintaining learning environments that are physically, intellectually, and emotionally safe.	❑	❑	❑	❑
d. Creating a rigorous learning environment with high expectations and appropriate support for all students.	❑	❑	❑	❑
e. Developing, communicating, and maintaining high standards for individual and group behavior.	❑	❑	❑	❑
f. Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn.	❑	❑	❑	❑
g. Using instructional time to optimize learning.	❑	❑	❑	❑

	Meets Standard	Needs Improvement On Standard	Unsatisfactory Progress on Standard	Not Observed
Understanding and Organizing Subject Matter for Student Learning (CSTP 3)				
a. Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks.	❑	❑	❑	❑
b. Applying knowledge of student development and proficiencies to ensure student understanding of subject matter.	❑	❑	❑	❑
c. Organizing curriculum to facilitate student understanding of the subject matter.	❑	❑	❑	❑
d. Utilizing instructional strategies that are appropriate to the subject matter.	❑	❑	❑	❑
e. Using and adapting resources, technologies, and standards- aligned instructional materials, including adopted materials, to make subject matter accessible to all students.	❑	❑	❑	❑
f. Addressing the needs of English learners and students with special needs to provide equitable access to the content.	❑	❑	❑	❑

	Meets Standard	Needs Improvement On Standard	Unsatisfactory Progress on Standard	Not Observed
Planning Instruction and Designing Learning Experiences for All Students (CSTP 4)				
a. Using background knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction.	❑	❑	❑	❑
b. Establishing and articulating goals for student learning.	❑	❑	❑	❑
c. Developing and sequencing long-term and short-term instructional plans to support student learning.	❑	❑	❑	❑
d. Planning instruction that incorporates appropriate strategies to meet the learning needs of all students.	❑	❑	❑	❑
e. Adapting instructional plans and curricular materials to meet the assessed learning needs of all students.	❑	❑	❑	❑

	Meets Standard	Needs Improvement On Standard	Unsatisfactory Progress on Standard	Not Observed
Assessing Students Learning (CSTP 5)				
a. Applying knowledge of the purposes, characteristics, and uses of different types of assessments.	❑	❑	❑	❑
b. Collecting and analyzing assessment data from a variety of sources to inform instruction.	❑	❑	❑	❑
c. Reviewing data, both individually and with colleagues, to monitor student learning.	❑	❑	❑	❑
d. Using assessment data to establish learning goals and to plan, differentiate, and modify instruction.	❑	❑	❑	❑
e. Involving all students in self-assessment, goal setting, and monitoring progress.	❑	❑	❑	❑
f. Using available technologies to assist in assessment, analysis, and communication of student learning.	❑	❑	❑	❑
g. Using assessment information to share timely and comprehensible feedback with students and their families.	❑	❑	❑	❑

	Meets Standard	Needs Improvement On Standard	Unsatisfactory Progress on Standard	Not Observed
Developing as a Professional Educator (CSTP 6)				
a. Reflecting on teaching practice in support of student learning.	❑	❑	❑	❑
b. Establishing professional goals and engaging in continuous and purposeful professional growth and development.	❑	❑	❑	❑
c. Collaborating with colleagues and the broader professional community to support teacher and student learning.	❑	❑	❑	❑
d. Working with families to support student learning.	❑	❑	❑	❑
e. Engaging local communities in support of the instructional program.	❑	❑	❑	❑
f. Managing professional responsibilities to maintain motivation and commitment to all students.	❑	❑	❑	❑
g. Demonstrating professional responsibility, integrity, and ethical conduct.	❑	❑	❑	❑

	Meets Standard	Needs Improvement On Standard	Unsatisfactory Progress on Standard	Not Observed
7. Folder Check (required for every observation)				
a. Master Agreements written and followed according to District & State Mandates	❑	❑	❑	❑
b. Assignment Sheets/Progress Reports properly completed	❑	❑	❑	❑
c. Record of Contacts page completed according to independent study guidelines	❑	❑	❑	❑
d. Credit Earned Page kept up to date/scores grades recorded	❑	❑	❑	❑
e. Learning Guides/Course Contracts followed per State and District Standards	❑	❑	❑	❑
f. Homework evaluated and "blue dotted"	❑	❑	❑	❑

Observers Summary:

A copy of this observation report will be placed in your personnel file. You are entitled to review and comment on this document and to have your own written comments attached. Any such written comments should be submitted to the personnel office within fifteen (15) working days of the post observation conference date.

_____ _____

Evaluator's Signature Date

I have received a copy of the observation report and discussed it with my evaluator. I understand that my signature on this form does not necessarily mean that I agree with the ratings.

_____ _____

Evaluatee's Signature Date

ANTIOCH UNIFIED SCHOOL DISTRICT
PROSPECTS INDEPENDENT STUDY
SUMMARY EVALUATION FORM

DATE: _____
❑ MID YEAR ❑FINAL

Evaluatee: _____ School: _____ Grade Level/Subject: _____

Status: ☐ Permanent ☐ Probationary 2 ☐ Probationary 1 ☐ Probationary 0 ☐ Intern ☐ Temporary

	Meets Standard	Needs Improvement On Standard	Unsatisfactory Progress on Standard	Not Applicable
1. Engaging & Supporting All Students in Learning (CSTP 1)	❑	❑	❑	❑
2. Creating & Maintaining Effective Environments (CSTP 2)	❑	❑	❑	❑
3. Understanding & Organzing Subject Matter… (CSTP 3)	❑	❑	❑	❑
4. Plannng Instruction & Designing Learning … (CSTP 4)	❑	❑	❑	❑
5. Assesing Student Learning (CSTP 5)	❑	❑	❑	❑
6. Developing as a Professional Educator (CSTP 6)				
7. Other Related Responsibilities	❑	❑	❑	❑

Notes to Evaluator: A rating of "Needs Improvement" or "Unsatisfactory" in the first five categories must be clarified with comments identifying the particular area of concern and accompanied by a Teacher Assistance Plan.

FOR FINAL EVALUATIONS ONLY: EVALUATOR'S RECOMMENDATION:

☐ Re-Employment Recommended ☐ Re-Employment Not Recommended

A copy of this document will be placed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the Personnel office within fifteen (15) working days after the date indicated below.

_____ _____
Evaluator's Signature Date

I have received a copy of this evaluation report. Signing this form does not necessarily indicate that I agree with the findings.

_____ _____
Evaluatee's Signature Date

APPENDIX J

EVALUATION FORMS – K – 12 TEACHERS

Antioch Unified School District
Teacher Evaluation Criteria

The teaching performance of certificated employees in the Antioch Unified School District will be evaluated using the criteria listed below. All criteria are based on state law and the 2009 California Standards for the Teaching Profession.

The purpose of these criteria is to provide guidance to all involved in the assessment and evaluation process as it reasonably relates to:

1. ADHERENCE TO CURRICULUM: The employee's knowledge, understanding and organization of subject matter to maximize student learning and attain curricular objectives (CSTP Standard 3)

    a. Demonstrates knowledge of subject matter, academic content standards, and curriculum frameworks
    b. Applies knowledge of student development and proficiencies to ensure student understanding of subject matter
    c. Organizes curriculum to facilitate student understanding of the subject matter
    d. Utilizes instructional strategies that are appropriate to the subject matter
    e. Uses and adapts resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
    f. Addresses the needs of English learners and students with special needs to provide equitable access to the content

2. INSTRUCTIONAL TECHNIQUES AND STRATEGIES: The instructional techniques and strategies used by the employee to engage and support all students in learning (CSTP Standards 1 and 4)

    a. Uses knowledge of students to engage them in learning
    b. Connects learning to students' prior knowledge, backgrounds, life experiences, and interests
    c. Connects subject matter to meaningful, real-life contexts
    d. Uses a variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
    e. Promotes critical thinking through inquiry, problem solving, and reflection
    f. Monitors student learning and adjusts instruction while teaching
    g. Uses knowledge of student' academic readiness, language proficiency, cultural background, and individual development to plan instruction
    h. Establishes and articulates goals for student learning
    i. Develops and sequences long-term and short-term instructional plans to support student learning
    j. Plans instruction that incorporates appropriate strategies to meet the learning needs of all students
    k. Adapts instructional plans and curricular materials to meet the assessed learning needs of all students

3. LEARNING ENVIRONMENT: The creation and maintenance of an environment suitable for effective learning within the scope of the employee's responsibilities (CSTP Standard 2)

    a. Promotes social development and responsibility within a caring community where each student is treated fairly and respectfully
    b. Creates physical or virtual learning environments that promote student learning, reflect diversity, and engage constructive and productive interactions among students
    c. Establishes and maintains learning environments that are physically, intellectually, and emotionally safe
    d. Creates a rigorous learning environment with high expectations and appropriate support for all students
    e. Develops, communicates, and maintains high standards for individual and group behavior
    f. Employs classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn

g. Uses instructional time to optimize learning

Antioch Unified School District
Teacher Evaluation Criteria

4. PUPIL PROGRESS: Progress toward the established standards of expected pupil achievement at each grade level in each Area of study and if applicable, towards the state adopted academic content standards as measured by state adopted criteria referenced assessments (CSTP Standard 5)

   a. Applies knowledge of the purposes, characteristics, and uses of different types of assessments
   b. Collects and analyzes assessment data from a variety of sources to inform instruction
   c. Reviews data, both individually and with colleagues, to monitor student learning
   d. Uses assessment data to establish learning goals and to plan, differentiate, and modify instruction
   e. Involves all students in self-assessment, goal setting, and monitoring progress
   f. Uses available technologies to assist in assessment, analysis, and communication of student learning
   g. Uses assessment information to share timely and comprehensible feedback with students and their families

5. PROFESSIONAL GROWTH: The employee's development as a professional educator (CSTP Standard 6)

   a. Reflects on teaching practice in support of student learning
   b. Establishes professional goals and engages in continuous and purposeful professional growth and development
   c. Collaborates with colleagues and the broader professional community to support teacher and student learning
   d. Works with families to support student learning
   e. Engages local communities in support of the instructional program
   f. Manages professional responsibilities to maintain motivation and commitment to all students
   g. Demonstrates professional responsibility, integrity, and ethical conduct

6. OTHER RELATED RESPONSIBILITIES: The employee's performance of non-instructional duties and responsibilities including those which are supervisory/advisory and prescribed by the Board of Education in accordance with the Agreement between the District and AEA

   a. Performs scheduled duties and fulfills responsibilities in professional manner
   b. Is prompt and accurate with reports and records
   c. Is punctual and responsible in performance of assigned duties
   d. Uses confidential information for professional purposes only
   e. Performs duties without absences so frequent that interfere with student learning
   f. Presents a professional, neat and clear appearance
   g. Shows firm, fair and consistent behavior in working with and in disciplining students and using appropriate techniques
   h. Adheres to Board policy and Administrative Rules regarding job descriptions

These criteria are based on state law (Education Code Sections 44660-44665) and the California Standards for the Teaching Profession (CSTP).

The Standards address the following areas: 1: Engaging and Supporting All Students in Learning; 2: Creating and Maintaining Effective Environments for Student Learning; 3: Understanding and Organizing Subject Matter for Student Learning; 4: Planning Instruction and Designing Learning Experiences for All Students; 5: Assessing Students for Learning; 6, Developing as a Professional Educator.

Antioch Unified School District
ANNUAL GOALS AND OBJECTIVES

Teacher: _____ **Initial Conference Date:** _____

School: _____ **Date(s) of Approved Change(s)** _____

Signature of Evaluatee: _____ **Signature of Evaluator:** _____

The California Standards for the Teaching Profession CSTP's and 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.

CSTP 1	ENGAGING AND SUPPORTING ALL STUDENTS IN LEARNING	
☐ **1A Focus on Students:** Teachers plan and implement a student-centered learning perspective that frames diversity as an educational asset and supports each student in relevant and challenging experiences that explore students' identities and extend their learning. ☐ **1B Knowledge of Students:** Teachers elicit and solicit knowledge of each student's assets and needs, including cognitive, cultural and linguistic, social–emotional, and physical and developmental capacities, in the service of increasing active engagement in learning. ☐ **1C Student Backgrounds and Family Engagement:** Teachers meaningfully engage and form partnerships with families, guardians, and caregivers in addressing each student's learning needs, health, and well-being and are responsive to the range of economic, social, cultural, linguistic, and community factors that affect student development and learning. ☐ **1D Diversity and Equity** – Teachers are responsive to students' diverse experiences, cultures, languages, identities, interests, strengths, and needs and apply evidence-based principles that intentionally cultivate equitable access, opportunities, and positive outcomes for each student	**Objective/Plans for Growth**	**Evidence/Method to Measure Objective**

CSTP 2	CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	
☐ **2A Learning Environment:** Teachers guide learning through mutually respectful, supportive, and challenging experiences that result in each student's academic and social–emotional growth. ☐ **2B Student Behavior:** Teachers communicate, model, practice, and sustain high standards of individual and group behavior that reflect, affirm, and respect diversity, and facilitate productive interactions to maximize opportunities for each student to learn and thrive. ☐ **2C Organizational and Resource Management:** Teachers organize and manage learning structures, processes, resources, and supports in order to provide a safe and productive learning environment in which each student can grow and thrive. ☐ **2D Inclusive Environment:** Teachers build on students' assets—students' abilities and talents, prior learning and peer and social group interactions, languages and cultures, and family and community experiences— to ensure that students' identities are included in classroom interactions and future learning experiences.	**Objective/Plans for Growth**	**Evidence/Method to Measure Objective**

CSTP 3	UNDERSTANDING AND ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	
☐ **3A Knowledge of Subject Matter and Pedagogy:** Teachers identify, organize, and teach key concepts, underlying themes, and relationships that address pre-K–12 state content standards and local subject- and grade-level expectations, and also promote students' social–emotional and language development. ☐ **3B Connecting Subject Matter to Real-World Contexts:** Teachers engage students in real-world applications and leverage students' unique backgrounds, perspectives, and cultural identities to make learning authentic, relevant, and meaningful. ☐ **3C Curriculum and Resources for Specific Students and Student Groups:** Teachers design and implement content and resources that enable equitable access for every learner, including those with more complex needs, to essential academic and social–emotional concepts, to promote each learner's growth. ☐ **3D Content and Skills Across Subjects:** Teachers elevate learning experiences enabling students to apply knowledge and skills across content areas to identify issues, explore proposed solutions, and examine relevant, complex subject matter. ☐ **3E Curriculum Materials and Resources:** Teachers select, use, and adapt standards-aligned instructional materials, evidence-based resources, and varied technologies to increase content and social–emotional learning options that are accessible, equitable, and culturally responsive and sustaining for each student.	**Objective/Plans for Growth**	**Evidence/Method to Measure Objective**

CSTP 4	PLANNING INSTRUCTION AND DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	
☐ **4A Planning Instruction for Student Learning:** Teachers shape instructional plans that are informed by student goals, curriculum, evidence-based teaching strategies, materials, and resources attuned to the broad range of students' identities, prior knowledge, areas for growth, and interests. ☐ **4B Designing and Developing Instruction for Student Learning:** Teachers use varied instructional practices to craft effective learning experiences focused on the students they serve and the curriculum they teach. ☐ **4C Facilitating Instruction for Student Learning:** Teachers advance student learning by employing varied instructional strategies and supports that help build students' knowledge and skills and that facilitate student engagement, well-being, and efficacy. ☐ **4D Adapting Instruction for Student Learning:** Teachers vary their instructional practices to differentiate the kinds of student learning activities and levels of support needed to address the breadth of students' identified assets and needs.	**Objective/Plans for Growth**	**Evidence/Method to Measure Objective**

CSTP 5	ASSESSING STUDENT LEARNING	
☐ **5A Understanding and Using Assessments:** Teachers understand different assessment types and purposes and use multiple methods of assessing students to intentionally collect, analyze, and interpret information directed toward supporting each student's achievement and well-being. ☐ **5B Interpreting and Using Assessment Data to Inform Student Learning:** Teachers apply varied data sources to access meaningful information for planning and differentiating student learning experiences, determining developmentally appropriate instructional practices, and improving processes that equitably guide the growth of each student's academic and social–emotional learning. ☐ **5C Communication of Assessment and Data:** Teachers engage with students, families, and guardians, along with other teachers and specialists, to share student strengths and areas of improvement gathered from assessments and reach common understanding about how to apply the information to support improvement goals and student progress. ☐ **5D Assessment for Continuous Improvement:** Teachers, individually and collaboratively, evaluate and improve assessment methods to ensure equitable access, opportunities, resources, and outcomes for student learning and growth.	**Objective/Plans for Growth**	**Evidence/Method to Measure Objective**

CSTP 6	DEVELOPING AS A PROFESSIONAL EDUCATOR	
☐ **6A Reflection on Practice:** Teachers continuously examine and evaluate their own practice to intentionally use new understandings and perspectives as opportunities for professional growth and effectiveness. ☐ **6B Focused Professional Learning:** Teachers amplify their expertise with ongoing professional learning experiences that address subject-matter content, instruction and assessment, social–emotional support, and equitable practices, that enable each student—including historically and persistently underserved students—to reach identified goals. ☐ **6C Collaboration with Colleagues:** Teachers collaborate with colleagues in developing a common understanding of effective practices for students' academic and social–emotional development. This common understanding informs teaching and supports practices that meet students' diverse learning interests, strengths, and needs. ☐ **6D Collaboration with Families, Guardians, and the Community:** Teachers collaborate with families, guardians, and community partners to develop and use a common language, strategies, and communication around in-school and out-of-school learning experiences and to align services and initiatives that affect each student's growth and well-being. ☐ **6E Ethical Conduct and Professional Responsibilities:** Teachers demonstrate honesty, trustworthiness, and integrity in their professional behavior and decision-making as they conduct their responsibilities with a focus on each student's learning and well-being. ☐ **6F Activating Access and Equity:** Teachers strive to eradicate barriers to student access, engagement, opportunities and positive outcomes by acting with integrity and fairness so that every student has the quality experiences necessary to learn and thrive. ☐ **6G Personal Growth and Well-Being** Teachers cultivate and sustain personal motivation, commitment, energy, and health by balancing continuous professional growth with their own physical and emotional wellness.	**Objective/Plans for Growth**	**Evidence/Method to Measure Objective**

CSTP 6A	PERFORMANCE OF NON-INSTRUCTIONAL DUTIES AND PROFESSIONAL RESPONSIBILITIES *(ALIGNED WITH CSTP 6E/6F – ETHICAL CONDUCT, PROFESSIONAL RESPONSIBILITIES, AND EQUITY)*	
Fulfills responsibilities as a member of a professional community. ☐ Performs scheduled duties and responsibilities in a professional manner ☐ Submits reports and records accurately and on time ☐ Is punctual and dependable in the performance of assigned duties ☐ Maintains appropriate confidentiality regarding students, staff, and families ☐ Maintains an attendance pattern that does not interfere with student learning ☐ Presents a professional and appropriate appearance ☐ Demonstrates fair, consistent, and respectful behavior with students and uses appropriate strategies to address behavior ☐ Adheres to Board policy, Administrative Regulations, and applicable contract provisions	**Specific Responsibilities**	**Evidence/Method to Measure Objective**

ANTIOCH UNIFIED SCHOOL DISTRICT

OBSERVATION AND CONFERENCE FORM

Teacher:_____ **School:** _____ **Date:** _____

Status: ☐ **Permanent** ☐ **Probationary 2** ☐ **Probationary 1** ☐ **Probationary 0** ☐ **Intern** ☐ **Temporary**

Type of Observation: ☐ **Unannounced** ☐ **Scheduled** **Pre-Conference Date:** _____

Teaching Assignment: _____ **Lesson Topic/Objective** _____

CSTP/Element Focus: _____ **Time: From:**_____ **To:** _____

OBSERVATION NARRATIVE:

ANTIOCH UNIFIED SCHOOL DISTRICT
SUMMARY EVALUATION FORM

DATE: _____ ❑ **MID YEAR** ❑ **FINAL**

Evaluatee: _____ **School:** _____ **Grade Level/Subject:** _____

Status: ☐ **Permanent** ☐ **Probationary 2** ☐ **Probationary 1** ☐ **Probationary 0** ☐ **Intern** ☐ **Temporary**

	Meets Standards	Needs Improvement on Standard	Unsatisfactory Progress on Standard	Not Applicable
1. Engaging & Supporting All Students in Learning CSTP 1	❑	❑	❑	❑
2. Creating & Maintaining Effective Environments …CSTP2	❑	❑	❑	❑
3. Understanding & Organizing Subject Matter… CTSP3	❑	❑	❑	❑
4. Planning Instruction & Designing Learning Experiences… CTSP4	❑	❑	❑	❑
5. Assessing Student Learning CSTP5	❑	❑	❑	❑
6. Developing as a Professional Educator… CSTP 6	❑	❑	❑	❑
7. Other Related Responsibilities 6A	❑	❑	❑	❑

A rating of "Needs Improvement" or "Unsatisfactory" in any category must be clarified with comments identifying the particular area of concern and accompanied by a Teacher Assistance Plan.

EVALUATOR'S COMMENTS:

FOR FINAL EVALUATIONS ONLY -- EVALUATOR'S RECOMMENDATION

☐ **Re-employment Recommended** ☐ **Re-employment Not Recommended**

A copy of this document will be placed in your personnel file. You are entitled to review and comment upon this document and to have your own written comments attached. Any such written comments should be submitted to the Personnel office within fifteen (15) working days after the date indicated below.

_____ _____
Evaluator's Signature **Date**

I have received a copy of this evaluation report and have discussed it with my evaluator. I understand that my signature on this form does not necessarily mean that I agree with the ratings.

_____ _____
Evaluatee's Signature **Date**

APPENDIX K

MOU: SPEECH – LANGUAGE PATHOLOGIST ASSISTANT - AMENDED

MEMORANDUM OF UNDERSTANDING
Between the
ANTIOCH UNIFIED SCHOOL DISTRICT
And the
ANTIOCH EDUCATION ASSOCIATION/CTA/NEA

Amended May 31, 2024

It is agreed by the Parties that students in need of speech and language services are best served by a licensed and/or credentialed Speech-Language Pathologist (SLP). To ameliorate the current situation, the Parties have agreed to utilize Speech-Language Pathologist Assistants (SLP Assistants) as a means to decrease the caseloads and to improve the services to qualified students.

It is agreed by the Parties that if and when the District augments the Speech and Language Program with SLP Assistants that the following conditions shall be met:

1. Supervision

   A. A Speech-Language Pathologist Assistant shall work under the direct, immediate or indirect supervision of a credentialed or licensed Speech-Language Pathologist (SLP) who is a member of the Antioch Education Association/CTA/NEA.

   B. Being a supervisor of a Speech-Language Pathologist Assistant shall be voluntary.

   C. SLP Assistants shall be assigned to Speech-Language Pathologists by the Director of Special Education or her/his designee.

   D. The contractual length of the workday for SLP Assistants shall be at least the length of the supervising Speech-Language Pathologist's contractual workday as defined in Article 11 of the Agreement between the Parties.

   E. Under no circumstance shall a Speech-Language Pathologist evaluate any SLP Assistant who they are supervising.

2. Mandated Supervisory Training

   A. Any and all supervisory training shall be offered on a volunteer basis to all bargaining unit members serving as Speech-Language Pathologists.

   B. The District shall investigate incorporating the mandated six (6) hour supervisory training into the District's ongoing Staff Development Program. The District shall provide this training in a timely manner so as to allow all Speech-Language Pathologists to become eligible and remain current with supervisory requirements.

C. If the supervisory training cannot be offered as part of the District's ongoing Staff Development Program, the Parties to the Agreement shall meet and determine how to offer the training and determine additional compensation, if any, for unit members participating in the training.

3. Caseload Range

A. A Speech-Language Pathologist and SLP Assistant Team shall have a caseload of no more than eighty (80) students. Under no circumstance shall a Speech-Language Pathologist and SLP Assistant Team carry a caseload of over eighty (80) students.

B. A Speech-Language Pathologist and SLP Assistant Team working with preschool students shall have a caseload of no more than sixty-five (65) students. Under no circumstance shall a Speech-Language Pathologist and SLP Assistant Team working with preschool students carry a caseload over sixty-five (65) students.

C. The aforementioned caseloads are designed as a range in recognition that some students may require more assistance from the Speech-Language Pathologist and SLP Assistant Team.

4. Compensation: A Speech-Language Pathologist shall be paid an annual stipend of seven hundred and ninety-eight ($798) dollars for serving as a supervisor of an SLP Assistant. An annual stipend may be prorated among unit members if a SLP Assistant is shared between Speech-Language Pathologists. In December and May of each work year, the District shall provide to each Speech-Language Pathologist supervising a SLP Assistant an accounting of one-half of their stipend. If the accounting is not correct, the Speech-Language Pathologist shall notify their immediate supervisor. Stipends shall be paid in January and June of each work year. It is agreed that this stipend shall be added to the Added Duty Schedule in Appendix C of the Agreement between the Parties. The stipend shall appear as a separate stipend in the listing in Appendix C.

5. Medi-Cal Billing: If SLP Assistants are legally allowed to submit Medi-Cal billing for assessment and direct services on behalf of the District, then it shall be understood that Medi-Cal billing shall be a condition of their employment.

6. It is further agreed by the Parties that in addition to the two Board-approved and budgeted Speech-Language Pathologist positions authorized in the 2004-2005 fiscal year, that the District shall request the Board of Education to authorize additional Speech-Language Pathologists FTE's to be funded in the District's 2005-2006 adopted budget to achieve an appropriate K-12 SLP case load average.

7. AUSD and AEA shall continue to negotiate SLP Caseloads, SLP Caseload Caps and SLP Working Conditions, including Salary for SLPs, in large unit bargaining for the 2005-2006 school year.

Both Appendix K has been amended on May 31, 2024, to align with the most recent negotiated agreements between the parties for the 2024-2025 school year.

Bob Carson 6/4/24

Bob Carson
AEA President

Robert A. Martinez 5/31/2024

Robert A. Martinez
AUSD Chief Human Resources Officer

APPENDIX L

MOU: SPEECH – LANGUAGE PATHOLOGISTS: 2007–2008 INCREASED WORKDAY AND WORK YEAR – MANDATORY

MEMORANDUM OF UNDERSTANDING

Between

ANTIOCH UNIFIED SCHOOL DISTRICT

And the

ANTIOCH EDUCATION ASSOCIATION/CTA/NEA

Amended May 31, 2024

The Parties to the Agreement seek new initiatives for Speech-Language Pathologists that will: allow all students who qualify for speech and language services to be served; that speech and language therapy be conducted by credentialed and/or licensed bargaining unit members; and that the District decrease its use of non-public agencies (NPA) for speech and language services which are more costly and create dissention due to the unequal compensation between unit members and NPA consultants who are providing essentially the same professional program. Toward that end, the Parties have agreed that Speech-Language Pathologists (SLPs) shall work a longer workday and a longer work year. The design of this new initiative for the 2007-2008 work year is outlined below. It is the intent of the Parties this MOU is placed in the Appendix of the Agreement between the Parties.

2007-2008 Work Year:

1. Mandatory Longer Workday and Work Year: Effective July 1, 2007, all Speech-Language Pathologists (SLPs) shall be required to work an eight (8) hour workday and to work six (6) additional workdays to be served either before of after the work year. This longer workday and work year is a twenty (20%) percent increase over the normal workday and work year defined in Section 11.1.B of the Agreement between the Parties. Nothing in this section preclude a unit member who has been working part-time as a Speech-Language Pathologist during the 2006-2007 work year from working part-time in subsequent years. Part-time employment serves to prorate responsibilities under MOU.

2. Compensation:

   A. The District shall create a new salary schedule for Speech-Language Pathologists, which shall be twenty (20%) percent above the Certificated Salary Schedule. This Schedule shall be titled the "Speech and Language Pathologist Salary Schedule."

   B. On the face of the Schedule it shall state that all Speech-Language Pathologists are required by the District to work an eight (8) hour workday and work six (6) additional workdays.

3. Caseloads and Caseload Ranges

   A. To provide speech services to all students in the district who qualify, and to decrease the number of non-public agency pathologists utilized by the District, the AUSD shall launch an aggressive recruitment effort to hire qualified Speech-Language Pathologists and SLP Assistants, and to continue the District's efforts to encourage University Interns to complete their internship with the AUSD.

B. Preschool Assignment Only

1. A Speech-Language Pathologist working with preschool students shall have a caseload maximum of forty (40) students.

2. A Speech-Language Pathologist and SLP Assistant Team working with preschool students shall have a caseload of no more than sixty-five (65) students. Under no circumstance shall a Speech-Language Pathologist and SLP Assistant Team working with preschool students carry a caseload over sixty-five (65) . [SPECIAL NOTE: This language comes from the MOU on Speech-Language Pathologist Assistant – Amended.]

C. School-Age Assignment Only

1. A Speech-Language Pathologist working with school-age students shall have a caseload of fifty-five (55) students.

2. A Speech-Language Pathologist and SLP Assistant Team working with school-age students shall have a caseload of no more than eighty (80) students. Under no circumstance shall a Speech-Language Pathologist and SLP Assistant Team working with school-age students carry a caseload of over eighty (80) students. [SPECIAL NOTE: This language comes from the MOU on Speech-Language Pathologist Assistant – Amended.]

D. Combination Preschool and School-Age Assignments

1. A Speech-Language Pathologist assigned to work with both preschool and school-age students shall have a caseload that is proportionally assigned. For example, if a full time SLP is assigned to work with preschool students for forty (40%) percent of her assignment and school-age students for the remainder of her assignment, the SLPs caseload of preschool students shall not exceed sixteen (16), and their caseload range for school-age students shall be thirty-three (33) students. [Calculation: 40 x .40 = 16 ; and 55 x .6 = 33].

2. Under no circumstance shall a Speech-Language Pathologist and SLP Assistant Team working with preschool students carry a caseload over sixty-five (65) students. [SPECIAL NOTE: This language comes from the MOU on Speech-Language Pathologist Assistant – Amended.]

E. Determination of Caseloads

1. Speech-Language Pathologists and the District shall meet to determine caseloads within the first two (2) weeks of the work year and within the caseloads and caseload ranges outlined in the Section.

2. Both the District and the Association realize the caseloads and caseload ranges outlined in Sections 3B, 3C and 3D above may be relaxed due to travel time and intense therapy needs of some severely impacted students.

4. Flexibility in Scheduling

   A. It is the intent of the Parties that the longer workday be established to accommodate the increase in caseloads outlined above.

   B. Speech-Language Pathologists shall schedule their workday as they see fit to accommodate their increased caseload. For example, this might include students who have available transportation staying after the student instructional day for therapy. It might also include Speech-Language Pathologists working one (1) hour prior to the normal workday to accommodate early schedules for students and parents.

   C. Split schedules shall not be approved.

   D. SLPs shall also schedule time within their workday for other tasks associated with their position. These tasks include, but not limited to, preparation for therapy, testing, preparation for and the writing of IEPs, and communicating with parents and other professional employees in the District. The amount of time and the scheduling thereof, shall be the responsibility of the SLP.

5. Evaluation: The parties to the Agreement shall meet in January, April and June of the 2007-2008 work and each year thereafter to:

   A. Assure that the intended outcome of the MOU is being accomplished.

   B. Recommend changes or modifications to meet the intended outcome.

   C. Agree on the final language to be added to the Agreement between the Parties for the next ratification.

Appendix L has been amended on May 31, 2024, to align with the most recent negotiated agreements between the parties for the 2024-2025 school year.

6/4/24

Bob Carson
AEA President

5/01/2024

Robert A. Martinez
AUSD Chief Human Resources Officer

APPENDIX M

MEMORANDUM OF UNDERSTANDING
BETWEEN
ANTIOCH EDUCATION ASSOCIATION
AND
ANTIOCH UNIFIED SCHOOL DISTRICT

REDUCED WORKLOAD PROGRAM ("WILLIE BROWN")

April 3, 2014

In accordance with Education Code Sections 44922 and 22713, bargaining unit members who meet the qualifying criteria may elect to participate in the Reduced Workload Retirement Option Program ("Willie Brown").

The following qualifying criteria shall apply to the program:

(a) The unit member must have reached the age of fifty-five (55) prior to a reduction in workload.

(b) The unit member must have been employed full time in a position requiring certification for at least ten (10) years of which the immediate preceding five (5) years were full time employment.

(c) During the period immediately preceding a request for a reduction in workload, the unit member shall have been employed full time in a position requiring certification for a total of at least five (5) years without a break in service. For purposes of this subdivision, sabbaticals and other approved leaves of absence shall not constitute a break in service.

(d) The option of part-time employment must be exercised at the request of the unit member and can be revoked only with the mutual consent of the member and the employer.

(e) The unit member shall be paid at a salary which is the pro rata share of the salary s/he would be earning had s/he not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which s/he makes the payments that would be required if s/he remained in full-time employment. The unit member shall receive health benefits in the same manner as a full time unit member. The District and the unit member shall pay the State Teachers Retirement System (STRS) as if the unit member was a full time teacher.

(f) The minimum part-time employment shall be the equivalent of one-half (1/2) of the number of days of service required by the unit member's contract of employment during his/her final year of service in a full time position. It is permissible for a unit member working fifty (50%) percent of the school year to work either full time for one-half (1/2) of the school year, or half time for a full school year.

(g) The period of this part-time employment shall not exceed three (3) years.

(h) A unit member shall not return to full time status in the District except by mutual agreement between the District and the unit member.

(i) While on the Reduced Workload Program, the unit member shall receive the same service credit that he/she would have received had he/she been employed on a full time basis.

It is hereby agreed by the Parties that:

1) Unit members who meet the qualifications as outlined in (a) through (i) shall have the right to participate in the Reduced Workload Retirement Option.

2) Unit members must submit a notice to participate in the Reduced Workload Retirement Option by no later than April 1 in order to be eligible for participation in the pending school year.

This Memorandum of Understanding shall become effective immediately and shall replace current Appendix L in the collective bargaining agreement upon completion of negotiating the next successor agreement between the Parties.

The signatures below acknowledge full understanding of and agreement with the provisions contained herein.

Robert Strickler

Association (Robert Strickler)

4-3-14

Date

Keith Rogenski

District (Keith Rogenski)

4-3-14

Date

APPENDIX N

MOU: MEMORIALIZING MULTI TRACK YEAR ROUND EDUCATION (MTYRE)
MEMORANDUM OF UNDERSTANDING
Between
ANTIOCH UNIFIED SCHOOL DISTRICT
And the
ANTIOCH EDUCATION ASSOCIATION/CTA/NEA
SPECIAL DOCUMENT

March 30, 2007

Beginning with the 2007-2008 school year, the last MTYRE schools in AUSD will transition back to a single track schedule. Therefore, the requirement for MTYRE contract language no longer exists. However, this document is to memorialize the contract language that was in effect at the time when the last schools were changed. If the BOE decides to establish a MTYRE school within the next 10 year (prior to the year 2018) this language shall be reinstated. At the time of reinstatement, further negotiations shall occur if modifications are required to reflect current contract language, changes in working conditions, changes in Ed Code, etc. or by mutual agreement.

ARTICLE 9
EMPLOYEE WORK YEAR

9.2 The work year for multi-track shall be as follows:

9.2.A Bargaining Unit Members: The work year for bargaining unit members shall be 178 days, three (3) which shall be non-teaching, track on days and three (3) which shall be mandatory Staff Development Buy Back Days as described in Section 9.5 below.

9.2.B New Unit Members: The work year for bargaining unit members new to the District shall be 180 days, five (5) which shall be non-teaching days, and three (3) which shall be mandatory Staff Development Buy Back Days as described in Section 9.5 below. When computing per diem rates of pay for unit members new to the District, a divisor of 178 shall be utilized.

9.2.C 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.

9.2.D Returning bargaining unit members shall report to work as provided in the calendar. Unit members 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.

9.2.E. The last day before winter recess and the last day of the school year shall be minimum days.

ARTICLE 11
HOURS OF EMPLOYMENT

11.1.2 In order to equally address the difference in work year between single and multi track unit members, an adjustment in the length of the work day will be made as follows:

A. For the 2002-2003 school year and thereafter, single track teachers will work a total of seven (7) hours and five (5) minutes per day Monday through Thursday and seven (7) hours on Friday or the last working day of the week. For the 2002-2003 school year, and thereafter, multi track teachers will work a total of seven (7) hours and twenty (20) minutes Monday through Thursday and seven (7) hours and fifteen (15) minutes on Friday of the last working day of the week.

ARTICLE 12
SALARY SCHEDULE AND PAYMENT FOR PAID EXTRA DUTIES

12.3.1 Substituting: Unit members who are off-track or on school break may be permitted to substitute for on-track teachers at one hundred and twenty-five (125%) percent of the long-term substitute rate. Primary consideration shall be made to contact off-track teachers who indicate an interest in substituting.

12.3.3 Sixth Period: The Association and the District agree to permit secondary bargaining unit member to each six (6) periods.

A. Compensation

1. For Single and Multi Track School with a Single Teacher 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) the unit member shall receive an additional twenty (20%) percent of his/her salary for the length of the assignment.

2. For Multi Track and Cross Tracking Schools with Multi Teacher Assignments: 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), the teacher shall receive an additional twenty (20%) percent of his/her daily rate of pay for the days actually taught. For multi track schools, this will allow teachers to teach additional classes on tracks other than the track they are regularly assigned.

ARTICLE 19
EVALUATION

19.5 Dates for Evaluations: Multi Track Year Round Site

19.5.1 Prior to August 1 every school year: Blue and Green Track employees to be evaluated in a given year will be so informed in writing by the evaluators. Information shall include that listed in 19.4.1.B above.

19.5.2 Prior to September 1 every school year: Red and Yellow Track employees to be evaluated in a given year will be so informed in writing by the evaluators. Information shall include that listed in 19.4.1.B above.

19.5.3 Prior to August 15 every school year: An initial conference between evaluator and Blue and Green Track evaluatees will be held as provided for in the Certificated Personnel Evaluation System Guidelines.

19.5.4 Prior to September 15 every school year: An initial conference between evaluator and Red and Yellow Track evaluatees will be held as provided for in the Certificated Personnel Evaluation System Guidelines.

19.5.5. Prior to December 15 every school year:

A. For non-tenured Blue and Green Track teachers the mid year evaluation conference and mid year evaluation form are to be completed by December 15.

B. If, at the option of either the permanent Blue or Green Track teacher or the evaluator, a mid year evaluation is to be made, a mid year conference and a mid year evaluation form is to be completed no later than December 15.

19.5.6 Prior to February 1 every school year:

A. For non-tenured Red and Yellow Track 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 Red or Yellow Track teachers or the evaluator, a mid year evaluation is to be made, a mid year conference and a mid year evaluation form is to be completed no later than February 1.

ARTICLE 31
MULTI-TRACK YEAR ROUND EDUCATION

31.1 Track Assignment

31.1.1 The assignment of teachers to tracks will be done through a cooperative effort between staff and site administrator according to the following procedures:

A. Teachers of each grade level or subject area shall have an opportunity to meet as a group to determine unanimity or designate conflict areas. The results of this meeting will be reported to the site administrator.

B. The meeting would be held before March 15.

C. If the teachers at a particular grade level cannot reach unanimous agreement, District seniority will prevail.

D. At the elementary level, track vacancies that occur after March 15 (for the following school year) shall be filled by the following procedures:

1. The remaining teachers on that grade level have the opportunity to choose the vacant tracks before the position is filled.

2. The new person will fill the vacant track.

E. At the middle school level, track vacancies that occur after March (for the following school year) shall be filled by the following procedure:

1. The remaining teachers on that grade level within a subject area have the opportunity to choose the vacant tracks before the position is filled. Subject area shall be determined by the majority of classes within the subject areas assigned to a particular teacher. Grade level shall be determined by the grade level of the majority of students within the subject area.

2. The teachers teaching within that grade level/subject area shall have the opportunity to request the remaining vacant tracks. Grade level/subject area changes are subject to the principal's final approval.

3. After these steps have been taken the positions shall be opened. The new person(s) will fill the vacant track(s).

F. Principals will announce any in-school grade level changes before track selections are made and before rotation decisions by grade level are made, except those necessitated by enrollment or number of staff position changes. Involuntary assignment of a teacher to a grade level that has been previously agreed to be a roving system will require another vote on this issue.

G. Children whose parents are teachers at year round school within the District shall be given priority in track placement.

31.2 Storage: A storage cabinet with lock shall be provided to each classroom teacher in the year round education program. Unit members shall not be required to move the storage cabinets. The storage cabinets shall be in the unit members' assigned room prior to the first day the teacher is scheduled to return. The storage cabinet shall not be removed before 5:00 p.m. of the last day of the track, without teacher approval.

31.3 Support Staff

31.3.1 Multi Track Year Round specialty teaches including librarians, counselors, P.E. teachers, music teachers, computer teachers, home economics teachers, industrial technology teachers, publications teachers, leadership teachers, art teachers, resource specialists, speech therapists, psychologists, social workers, adapted P.E. teachers and other specialists may extend or vary their work year through selection of the following contracts: Year round, extended or specialty designed calendar. Any extension of contract shall be at the unit member's per diem rate for additional contract days. This shall not include intersession of summer school assignments

.

31.3.2 A specially designed calendar for support personnel will be established through consultation with the unit member's immediate supervisor and submitted for approval to the Associate Superintendent of Human Resources no later than sixty (60) school days prior to the beginning of the unit members' work year. If an employee requesting a specially designed calendar cannot reach a mutually agreeable work calendar sixty (60) school days prior to the beginning of the unit member's work year, the employee must then choose between a year round or extended calendar. It is understood that a modified work year shall be approved by the District.

31.1.3 A cooperative effort will be made to provide all tracks with equitable access to support personnel.

31.3.4 Employees working an extended work year shall be entitled to an additional sick day for each fifteen (15) additional days worked.

31.3.5 Unit members on extended contract whose assignment covers more than one (1) track may not be required to attend more than one (1) additional evening meeting beyond the number required of other unit members.

31.3.6 Specialist caseloads should be not be increased because only three- fourths (3/4) are "on track" except where extended contracts are accepted by the specialist.

31.3.7 Effective January 1, 1997 the standard work year for full time Project Specialists at Multi Track Year Round sites, or those serving Multi Track Year Round sites, will be one hundred and ninety-five (195) days. Employees working less than full time as a Project Specialist will have their work year prorated proportionate to the percentage of their time as a Project Specialist. This work year may be modified at the sole discretion of the District based on a change in categorical funding or a change in budget priorities on the part of the corresponding school site committee. It is mutually agreed and understood that any such change on the part of the District is not subject to negotiations or the grievance process. It is the intent of this section that no Project Specialist will be negatively impacted, e.g. having their work year involuntarily falls below that of a full time equivalent. The implementation and application of this section will be dependent upon approval from the State Teachers' Retirement System. Any negative implications that result from a STRS ruling or interpretation of this section must be mutually resolved between AEA before this section may be implemented. Nothing in this section will preclude the District from performing its responsibilities with regard to staffing and/or assignment of staff.

31.4 Substitutes: See Article 12: Salary and Payment for Non-Teaching and Extra Curricular Duties.

31.5 Shared Classrooms

31.5.1 Teachers assigned to share several classrooms shall, as a group, determine whether the Roving or Rotation system will be used. This will be voted upon yearly. A unanimous vote by a grade level or those sharing the room will be needed for the Roving system to be used.

31.5.2 If the group is unable to make a unanimous decision, the Rotation system will be used.

31.5.3 At the elementary level:

A. No first year teacher will be assigned a "roving" position.

B. Any compensation to the "rover" will be provided by the grade level teachers.

C. At elementary multi track schools, Special Day Class teachers will not rotate rooms.

D. In order to accommodate class size reduction at the kindergarten level, it is agreed that kindergarten teachers may rotate classrooms until July 1, 2002. Kindergarten teachers who team teach may be scheduled on the same track.

31.5.4 At the middle school/junior high school level: Any teacher at the middle school/junior high school level may be required to rotate rooms where room utilization at the school site is severely impacted.

31.6 Track Out Day

31.6.1 Whereas the Association and the District agree that the intent of establishing minimum days at year round sites at the end of each track was to provide teachers an opportunity to perform necessary work due to the rotational (or roving) system, the Association and the District further agree:

A. Each bargaining unit member shall attempt to maximize instruction time during minimum days. It is also understood that there are some necessary preparatory activities that students must complete on that day.

B. A common checklist shall be used at all sites establishing the basic professional duties to fulfill following the student minimum day.

C. Each teacher, after completing the aforementioned duties, shall initial the checklist in the school office prior to leaving campus. In the event that a teacher is going off track, but is not rotating, said teacher shall perform equivalent preparatory work for the beginning of the next track.

31.6.2 Rotating Teachers

A. Rotating teachers tracking out when there is no free room day are encouraged to finish their responsibilities by noon so as to lessen the impact on the teachers tracking in.

1. Contract hours will last until noon on track out days, as long as teachers have fulfilled all responsibilities as outlined in Section 31.6.1 above.

2. The last two (2) days for the teacher tracking off will be minimum days.

31.6.3 Non Rotating Teachers

A. Basic contract hours on track out days shall be six (6) hours, however, contract hours for all on-rotating bargaining unit members of these days may be reduced at the discretion of the site administrator.

B. The last day for the teacher tracking off will be a minimum day.

31.7 Track On Day

31.7.1 Track on days for teachers who must rotate and do not have a free room day to prepare their classroom will be a minimum day.

31.7.2 The teacher tracking on may be granted, with principal approval, an exchange day (one-half or one full day). This day could be on a week end or other time outside normal working hours, in order to provide classroom preparation time.

31.8 Communications

31.8.1 All necessary communications shall be provided to off track teachers in a timely manner.

31.8.2 Posting of Vacant Positions: All position vacancies shall be posted on EdJoin school site bulletin boards, the AUSD Website Home Page or any other manner by which unit members may become knowledgeable of vacant positions.

31.8.3 Interviews for Vacant Positions: All off track unit members on the transfer list shall automatically be offered an interview for positions of the type indicated on the transfer list, regardless of whether they apply at the time of the posting or not. Off track members shall first be called for an interview and if they are not reachable, shall be mailed the applicable posting.

31.8.4 If possible, all District or building surveys and Association elections shall be conducted only during track changes so that all unit members have a chance to participate.

31.8.5 All extended contract openings not filled by the site specialist will be posted.

31.9 Committee/Task Force: Multi Track Year Round Education unit members shall have the opportunity to serve as mentors or on District or Building committees and/or Task Forces. Year Round Education unit members who are "off track" shall not be required to attend meeting s of any kind. Unit members may voluntarily attend while "off track" at no cost to the District. Unit members who are requested by the administration to attend will be offered the "off track" substitute rate of pay. In lieu of pay, unit members may request bank days or continuing education units, if applicable (as described in Article 31, Multi Track Year Round Education, Section 8 above). No unit members shall be required to attend committee or task force meetings when they are "off track."

31.10 YRE Review Committee: The District will establish a committee consisting of three (3) administrators (chosen by the District) and three (3) members of the Antioch Education Association (chosen by AEA). The purpose of the committee is to attempt to informally resolve any issues arising from Year Round Education.

APPENDIX O

ANTIOCH CHARTER ACADEMIES I AND II (ACA)
The Learner-Centered School, Inc.

MEMORANDUM OF UNDERSTANDING
Between
ANTIOCH UNIFIED SCHOOL DISTRICT
And the
ANTIOCH EDUCATION ASSOCIATION/CTA/NEA

June 30, 2008

The Antioch Education Association/CTA/NEA (Association) and the Antioch Unified School District (District) hereby agree to the following terms and conditions of employment for unit members and teachers working for the Learner-Centered School, Inc. (Corporation) at either the Antioch Charter Academy I (ACA I) or the Antioch Charter Academy II (ACA II):

1. Term: This MOU shall commence on July 1, 2008 and end on June 30, 2011.

2. Professional Collaboration

   A. Professional Development: The District and the Association agree that professional development activities sponsored by the District or the Corporation (Agencies) shall be open to unit members and teachers from both Agencies, depending upon space availability and scheduling. Examples of professional development opportunities shall include, but not be limited to, Staff Development Buy Back Days, in-service training sponsored by a specific school site, and district-wide training involving teachers from a number of school sites. Both Agencies may charge the other a proportional fee to cover the cost of incidentals (materials, notebooks, copies, etc.) and/or the cost of the trainers. Any fees to be charged shall be known in advance of the professional offering. The aforementioned fees may be waived by either Agency.

   B. Curricular and Professional Opportunities: The District and the Corporation agree to share curricular and professional opportunities where appropriate and feasible. Examples of curricular and professional opportunities shall include, but not be limited to, orientation for incoming 9th graders to the District's high schools, exhibits of student art, performing arts nights, instruction to new and emerging educational technologies, textbook presentations by vendors, and presentations by the California State Teachers Retirement System and similar groups.

   C. Collaboration: To further the professional collaboration between the Agencies, the District and the Corporation shall each designate an informal liaison to coordinate between the two educational communities. The individuals selected to serve as this communication link between the Agencies shall work on an as needed basis to coordinate the above described professional endeavors.

3. Induction Program

   A. To assist Louise Brecht, Kathy Estrada and Sarah McLean to achieve their professional clear

credentials, they shall be continued as Induction Program Teachers in the District's Induction Program.

B. Teachers hired by the Corporation beginning with the 2008-2009 work year shall be admitted to the District's Induction Program on space available basis. If a teacher participates in the District's Induction Program during their first year of service and if they are making normal progress in the Program, they shall also be continued in the Program for their second year.

4. Right to Return

A. The Right to Return for Specific Bargaining Unit Members at ACA I: As set forth below, specific bargaining unit members teaching at ACA I shall have up to a three (3) year right to return to the District in a certificated position for which they are credentialed and qualified.

1) Right to Return after the 2008-2009 Work Year

a) For the 2008-2009 work year, the following unit members shall be granted a one (1) year leave of absence with the right to return to the District as outlined in Section 4.A above:

Shauna Cramer
Jeannie Dubitsky
Marianne Dubitsky
Edna Heller
Debbie Hobin
Amber Hummel
Shellie Irwin
Janice Langley
Michelle Mankewich
Tim Rubin

b) No later than February 15, 2009, the unit members listed above in Section 4.A.1.a shall notify the District in writing of their intent to return to the District as a certificated teacher for the 2009-2010 work year or shall submit a letter of resignation effective the last working day of the 2008-2009 work year.

2) Right to Return for the 2009-2010 and 2010-2011 Work Years

a) For those unit members who resign from the District under Section 4.A.1.b immediately above, the District shall provide priority rehire rights to positions for which they are credentialed and qualified at the beginning of either the 2009-2010 or 2010-2011 work year, whichever is requested by the unit member.

i) Return to District Service for 2009-2010 Work Year: No later than February 15, 2009, the eligible unit members who resigned under Section 4.A.1.b above shall notify the District in writing of their intent to return to the District for the 2009-2010 work year. If notice is not given, the unit members shall continue teaching at either ACA I or ACA II for the 2009-2010 work year, retaining their right to return to the District for the 2010-2011 work year.

ii) Return to District Service for 2010-2011 Work Year: No later than February 15, 2010, eligible unit members who resigned under Section 4.A.1.b above shall notify the District in writing of their intent to return to the District for the 2010-2011 work year. If no notice is given, or if a unit member leaves the employ of the Corporation at any time, their right to return outlined in Section 4 is forfeited.

b) If a unit member exercises their right to return to the District, they shall specifically retain their seniority date of hire and their appropriate tier for retiree health benefits as outlined in Sections 13.7 of the Conceptual Agreement by the Parties in bargaining for a successor agreement to the current July 1, 2004 – June 30, 2007 Agreement. They shall also be fully credited with their cumulative years of teaching experience and educational units as outlined in Article 12: Salary Schedule and Payment for Paid Extra Duties in the Agreement between the Parties.

c) Unit members' appropriate tiers for retiree health benefits as described in Sections 13.7 of the Conceptual Agreement by the Parties in bargaining for a successor agreement to the current July 1, 2004 – June 30, 2007 Agreement and their seniority dates of hire are as follows:

Tier One: 1 Year of Service	Seniority Date of Hire
Jeannie Dubitsky	September 1, 1974
Shellie Irwin	August 30, 1988
Debbie Hobin	August 29, 1991
Edna Heller	June 30, 1995
Janice Langley	August 13, 1999
Tier Two: 15 Years of Service	
Tim Rubin	August 26, 2003
Amber Hummel	November 29, 2004
Marianne Dubitsky	August 22, 2005
Michelle Mankewich	August 30, 2005
Shauna Cramer	August 29, 2006

d) Upon written notification of their intent to return, unit members exercising their right to return under either Sections 4.A.2.a.i) or 4.A.2.a.ii) above shall be fully covered under Article 17: Transfers of the Agreement between the Parties.

B. The Right to Return for One Specific Bargaining Unit Member and Other Teachers: As set forth below, one bargaining unit member at ACA I and three (3) teachers at ACA II may have up to a three (3) year right to return to the District in a certificated position for which they are credentialed and qualified.

1) Right to Return after the 2008-2009 Work Year

a) For the 2008-2009 work year, the following unit member and teachers shall be assigned by the District to teach for the Corporation:

Louise Brecht
Kathy Estrada
Angie Keller
Sarah McLean

b) During the 2008-2009 work year, the teachers listed in Section 4.B.1.a above shall be collaboratively evaluated by the Principal of ACA I and a designated elementary principal from the AUSD. This evaluation shall be conducted under Article 19: Evaluation Procedures in the Agreement between the Parties, including the timelines and

content as set forth in Sections 19.4.1 and 19.4.2. For the purpose of this Section, the mid-year evaluation outlined in Section 19.4.3.A shall be considered sufficient for the District to determine whether the aforementioned teachers qualify for the three (3) year right to return as outlined in Section 4.A above. A mid-year evaluation with a rating of 'Satisfactory' in the categories of standards shall qualify a teacher for the three (3) year right to return. No later than February 1, 2009, the District shall notify each teacher if they do or do not qualify.

2. Right to Return for the 2009-2010 and 2010-2011 Work Years

a) If qualified for the three (3) year right to return described in Section 4.A above, a teacher must, no later than February 15, 2009, notify the District in writing of their intent to return to the District as a certificated teacher for the 2009-2010 work year or submit a letter of resignation from the District effective the last working day of the 2008-2009 work year.

b) If qualified for the three (3) year right to return described in Section 4.A above, then Sections 4.A.2.a – 4.A.2.c above apply. For the purpose of Section 4.A.2.c, the unit member and teachers' appropriate tier for retiree health benefits (as described in Sections 13.7 of the Conceptual Agreement by the Parties in bargaining for a successor agreement to the current July 1, 2004 – June 30, 2007 Agreement) and their original dates of hire are as follows:

Tier Two: 15 Years of Service	Original Date of Hire
Angie Keller	August 29, 2006
Louise Brecht	August 22, 2007
Kathy Estrada	August 22, 2007
Sarah McLean	August 22, 2007

C. In order to successfully implement the right to return outlined in Section 4 of this Memorandum of Agreement, it is incumbent upon both the District and the Corporation to share any and all documents they believe will assist a unit member (ACA I) or teacher (ACA II) make a smooth transition back to the AUSD if they so desire to exercise their right to return.

5. Health Benefit Programs

A. For the 2008-2009 work year, unit members and teachers listed in Sections 4.A.1.a and 4.B.1.a above shall continue to receive the District's health and welfare benefits as described in Sections 13.1.1 of the attached Conceptual Agreement by the Parties in bargaining for a successor agreement to the current July 1, 2004 – June 30, 2007 Agreement.

B. By further agreement, all new teachers hired by the Corporation to teach at ACA I or II during the 2008-2009 work year shall be considered District employees for the purpose of coverage under the District's health and welfare benefit plans outlined in Section 13.1.1 of the attached Conceptual Agreement by the Parties in bargaining for a successor agreement to the current July 1, 2004 – June 30, 2007 Agreement.

C. It is the understanding of the District and the Association that the District and the Corporation shall, in a separate Memorandum of Understanding between those Parties, agree on a reimbursement schedule whereby the Corporation will pay to the District the full and complete cost (including any administrative costs) of the health and welfare benefits

described in Sections 5.A and 5.B above, with said payments to commence on such dates so as to ensure continued health and welfare benefits for those unit members described in 5.B. and to timely provide health and welfare benefits for each new hire.

6. Retiree Health Benefits:

A. Any unit members at ACA I who qualify for retiree benefits as outlined in Section 13.7 in the attached Conceptual Agreement by the Parties in bargaining for a successor agreement to the current July 1, 2004 – June 30, 2007 Agreement and who are at least fifty-five (55) years of age may: formally resign from the District prior to the first contractual day of the 2008-2009 work year; continue working for the Corporation; and receive retiree health benefits from the District as described in Section 13.7. Any unit member who retires from the District as outlined in this Section shall forfeit their right to return as outlined in Section 4 of this Memorandum of Understanding.

B. Any unit members at ACA I who qualify for retiree benefits as outlined in Section 13.7 in the attached Conceptual Agreement by the Parties in bargaining for a successor agreement to the current July 1, 2004 – June 30, 2007 Agreement and who are at least fifty-five (55) years of age and resigned from the District as outlined in Section 4.A.1.b above shall preserve their right to return as outlined in Section 4 of this Memorandum of Agreement; may continue working for the Corporation; and may resign from the District and receive retiree health benefits anytime prior to the first working day of the 2011-2012 work year.

APPENDIX P

SPECIFIC CONTRACT WAIVER FOR DOZIER-LIBBEY MEDICAL HIGH SCHOOL

MEMORANDUM OF UNDERSTANDING
Between
ANTIOCH UNIFIED SCHOOL DISTRICT
And the
ANTIOCH EDUCATION ASSOCIATION/CTA/NEA

APRIL 6, 2009

The Association and the District, while agreeing Dozier-Libbey Medical High School (DLMHS) shall operate under all tenets of the Agreement between the Parties, specifically agree to the applicability of the following Sections:

Adjusted Workday: There shall be an adjusted workday for DLMHS which allows differentiated lengths of workdays. However, as outlined in Section 11.1.2 of the Agreement between the Parties, it is specifically recognized that unit members at Dozier-Libbey MHS shall "work the same number of hours as the other unit members."

Unit Member Schedules: Copies of unit members' individual teaching schedules shall be provided to the Association President. If changes are required in said schedules, the DLMHS Principal and Association President shall discuss those changes. If disagreements arise over changes in schedules, representatives of the two Parties shall meet to determine if the changes adhere to the Agreement or if there needs to be modification of this Memorandum of Agreement.

Preparation Time: The present secondary preparation/conference policy may be modified to allow more joint collaboration time for unit members, as long as non-instructional time (including prep time) is not reduced.

Full Time Unit Members Working Part-Time at DLMHS: Driving time to or from DLMHS shall not diminish preparation/conference time and non-instructional time, including a unit member's right to a thirty (30) minute duty free lunch under the Agreement.

It is the intent of the Parties that this MOU shall remain in full force and effect during the 2009-2010 and 2010-2011 work years, and shall sunset on June 30, 2011. This MOU may be modified by mutual agreement of the Parties during the effective dates of this MOU. This MOU shall be included in the next regularly scheduled ratification by the Parties.

APPENDIX Q

SPECIFIC CONTRACT WAIVER FOR THE EMPLOYMENT CONTRACTS OF UNIT MEMBERS PARTICIPATING IN THE CaMSP GRANT

MEMORANDUM OF UNDERSTANDING
Between
ANTIOCH UNIFIED SCHOOL DISTRICT
And the
ANTIOCH UNIFIED EDUCATION ASSOCIATION

April 6, 2009

The Association and the District, in support of the California Mathematics and Science Partnership (CaMSP) Grant, hereby agree to the following terms and conditions of employment for the unit members participating in the Grant:

Term: This MOU shall commence on April 1, 2009, and end on June 30, 2012. If either Party desires changes in this MOU between the aforementioned dates, the Parties agree to meet and discuss the changes.

Eligibility: In order to participate and remain in the Grant, a bargaining unit member must be a classroom teacher in grades 3-5 or teach at least one math class in either grade 6 or 7.

Hourly Stipend: All hours worked in conjunction with the Grant as specified by Attachment A shall be paid at the Certificated Hourly Rate of Pay in Section 12.3.1 of the Agreement between the Parties.

Yearly Stipend: In addition to the hourly stipend above, all participating unit members who complete all requirements of year 2 (two) of the Grant shall receive a stipend of not more than six hundred dollars ($600.00). All participating unit members who complete all of the requirements of year 3 of the Grant shall receive a stipend of not more than one-thousand one hundred-fifty dollars ($1,150). The amount of these stipends may fluctuate depending on the number of participants; however, unit members shall all be paid the same stipend.

Units: All unit members who take additional credits in conjunction with the Grant shall be eligible to earn salary credits for movement on the Certificated Salary Schedule in addition to receiving the hourly rate of pay as established above.

Mileage: No mileage shall be paid for any travel that is completed in conjunction with the Grant.

Assessment: In order to measure the effects of professional development under the Grant, all participating unit members shall complete the required content knowledge and pedagogical assessments beginning in the spring of 2009 and annually in the summer for years 2 (two) and 3 (three), as well as a final assessment in the spring of 2012.

In addition, a control group of unit members shall be part of a matched cohort for research purposes. For those unit members who agree to participate in the matched cohort, they shall also complete the required assessments as outlined immediately above. The test timeline for the matched cohorts may be slightly adjusted. Unit members participating in the matched cohort shall be compensated at the Certificated Hourly Rate of Pay in Section 12.3.1 of the Agreement between the Parties for taking these aforementioned assessments.

These assessments shall not be part of any evaluation of participating unit members, including those unit members serving as matched cohorts.

Unit Member Agreement: All participating unit members shall sign the attached Unit Member Agreement. Also attached to this MOU for future reference is the "Antioch Unified School District Intensive and Follow-Up Model."

This MOU shall be included in the next regularly scheduled ratification by the Parties.

APPENDIX R

DESIGNATED SUBJECT CREDENTIAL SALARY SCHEDULE

MEMORANDUM OF UNDERSTANDING
Between
ANTIOCH UNIFIED SCHOOL DISTRICT
And the
ANTIOCH EDUCATION ASSOCIATION/CTA/NEA

June 30, 2009

It is the intent of the Parties to the Agreement to place unit members with a Designated Subject Credentials but without a Bachelors Degree on a new salary schedule called the Designated Subject Credential Salary Schedule. This Memorandum of Understanding outlines the Salary Schedule Policies that shall govern initial step and column placement and column movement on the new schedule.

Salary Schedule Policies for Designated Subject Credential Salary Schedule

1. Initial Column Placement

   A. To be placed on the Designated Subject Credential Salary Schedule, a bargaining unit member shall posses a Designated Subject Credential by the California Commission on Teacher Credentialing.

   B. Credited Units Prior to Hire by the District

      1) "Credited Units" shall be for courses, programs and semester units (or quarter unit conversion thereof) in the unit member's designated subject or related subject area that the unit member enrolled in and completed prior to hire by the District. These credited units may include lower division units.

      2) All units must be verified by official transcripts.

      3) 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.

      4) The maximum number of credited units allowed for initial salary placement is sixty (60) semester units (or quarter conversion thereof).

      5) Continuing Education Units (CEU) will not be considered for initial salary placement.

2. Step Placement – Experience Credit

   A. Bargaining unit members initial step placement shall be based on verified work experience in the unit member's designated subject or related subject area. The resulting number of years of verified work experience shall be applied to the "Years of Experience in Field for Initial Placement" column on the Designated Subject Credential Salary Schedule. The resulting initial step placement shall be found in column 2 of titled "Annual Salary Schedule Step." Unit members shall receive full credit for any and all years of work experience for initial step

placement. For the purpose of this Section, one (1) "year" equals a minimum of 1500 clock hours, and the work experience may be full time, part-time and paid or unpaid. Clock hours may be aggregated from different employers.

B. Credit for previous work experience must be verified by the former employer, and will be applied retroactively when received. Verification of work experience means written confirmation of the unit member's past employer(s) on company letterhead that attests to and/or includes the following:

1) Employer's name, address and telephone number.

2) The working relationship of the person signing the verification to the applicant.

3) Beginning and ending dates of employment.

4) Complete description of duties.

5) A statement as to whether or not the employment was full time. If the employment was less than full time, an accounting of the number of hours the unit member was employed is required.

6) If the unit member was self-employed or if the unit member's experience was avocational, verification shall include a statement, signed by the unit member under penalty of perjury, detailing the information described in Sections 1-5 immediately above, and must be further substantiated, in writing, by other person(s) having first-hand knowledge of the unit member's self-employment or avocation, such as the unit member's accountant, major supplier of goods, or major user of good or services.

3. Column Movement

A. Lower division units shall be allowed for salary credit if earned in the unit member's designated subject or related subject area.

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 coursework 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 training facility, union, industry training program or 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 training facility, union, industry training program or accrediting institution's letterhead from the instructor or college shall be accepted.

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 verification of training, 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.

This MOU shall sunset on June 30, 2010, be continued as an MOU for an additional year, or shall be moved to Article 12 in the Agreement by the Parties. This MOU shall be included in the next regularly scheduled ratification by the Parties.

APPENDIX S

SPECIFIC CONTRACT WAIVER FOR DELTA ACADEMY FOR THE PERFORMING ARTS

MEMORANDUM OF UNDERSTANDING
Between
ANTIOCH UNIFIED SCHOOL DISTRICT
And the
ANTIOCH EDUCATION ASSOCIATION/CTA/NEA

August 10, 2009

The Delta Academy for the Performing Arts (herein referred to as DAPA) shall adhere to all tenets of the Agreement between the Parties, except as provided below:

Advisory Period: In addition to regular classes, teachers at Delta Academy for the Performing Arts will teach a daily advisory period. This period may include academic support, college and career counseling, or other activities the bargaining unit members and site administration deem appropriate.

Advisory period will occur on Monday, Tuesday, Thursday and Friday for the first thirteen (13) minutes of the day, with the primary function to "check in" with students. On Wednesdays, the advisory period will be held the last 30 minutes of the student instructional day, with the primary function to preview the coming "week." For this purpose of this Section, a school week is defined as Thursday through Wednesday.

Unit Member Collaboration: Every Wednesday of the work year shall be a shortened day for students. Unit members will meet for collaboration from 9:25 a.m. until 11:25 a.m. and the student instructional day shall begin at 12:00 p.m.. The lunch period will be designated as 11:25 a.m. until 11:55 a.m.

After-School Program: Unit members volunteering to participate in the after-school program, whether academic or artistic, shall be compensated at the negotiated hourly rate of pay in Section 12.3.1 of the Agreement between the Parties. This compensation is in lieu of the negotiated stipends found in Appendix G: Extra Duty Salary Schedule, paid at other district schools. The expectation is that these voluntary assignments shall be conducted each school day with students, for the length of the term (academics) or production (arts).

It is the intent of the Parties that this MOU shall remain in full force and effect during the 2009-2010 work year and shall sunset on June 30, 2010. This MOU may be modified by mutual agreement of the Parties during the effective dates of this MOU. This MOU shall be included in the next regularly scheduled ratification by the Parties.

ANTIOCH UNIFIED SCHOOL DISTRICT

COUNSELOR SALARY SCHEDULE 2025-26 (COU1-COU7)

2.3% Increase Effective July 1, 2025

BOE Approved January 28, 2026

Counselor Salary Schedule reflects a work year of 194 days

STEP	I=BA	II=BA+15	III=BA+30	IV=BA+45	V=BA+60	VI=BA+75	VII=BA+90
1	71,503	73,236	78,081	78,547	78,547	78,547	78,547
2	73,124	76,454	79,922	82,017	84,226	84,226	84,226
3	76,205	78,194	81,764	85,456	87,797	87,797	87,797
4	77,565	79,934	83,610	87,441	91,345	91,345	91,345
5	79,439	83,147	86,930	90,914	94,939	94,939	94,939
6	82,532	86,338	90,263	94,354	98,503	102,348	102,348
7	85,628	89,545	93,602	97,811	102,058	105,956	105,956
8	88,712	92,747	96,917	101,284	105,620	109,569	109,569
9	88,712	95,962	100,254	104,729	109,211	113,171	117,971
10	88,712	95,962	103,576	108,176	112,779	116,779	121,572
11	88,712	95,962	106,894	111,635	116,334	120,391	125,278
12	88,712	95,962	110,220	115,098	120,234	123,997	128,994
13-15	88,712	95,962	110,220	118,543	123,483	127,613	132,416
16-18	88,712	95,962	110,220	119,665	124,653	128,822	133,673
19-21	88,712	95,962	110,220	120,795	125,833	130,045	134,944
22-24	88,712	95,962	110,220	121,933	127,127	131,280	136,228
25-26	88,712	95,962	110,220	123,087	128,227	132,529	137,526
27-28	88,712	95,962	110,220	124,253	129,444	133,784	138,833
29-30	88,712	95,962	110,220	125,429	130,676	135,058	140,157
31 +	88,712	95,962	110,220	126,619	131,914	136,342	141,494

Advanced Degree and National Board Certification Stipends:

National Board Certification:	2,046	Masters:	2,046	Doctorate:	3,069

Initial Salary Placement

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.

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