

CONTRACT  
BETWEEN THE

ABC UNIFIED SCHOOL DISTRICT



And The

ABC FEDERATION OF TEACHERS, LOCAL #2317,  
CALIFORNIA FEDERATION OF TEACHERS,  
AMERICAN FEDERATION OF TEACHERS/AFL-CIO

EFFECTIVE

JULY 1, 2020 THROUGH JUNE 30, 2025

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## **ARTICLE I: AGREEMENT**

This is a Contract made and entered into this 18 day of January 2023, between the ABC FEDERATION OF TEACHERS, LOCAL #2317, CALIFORNIA FEDERATION OF TEACHERS, AMERICAN FEDERATION OF TEACHERS/AFL-CIO (hereinafter referred to as "Union") and the ABC UNIFIED SCHOOL DISTRICT (hereinafter referred to as "District"). This Contract constitutes a bilateral and binding agreement and shall remain in full force and effect through June 30, 2025.

## **ARTICLE II: RECOGNITION**

The District recognizes the Union as the exclusive representative for the purposes of the Educational Employees Relations Act for employees.

### **A. Inclusions:**

Specifically included in recognition are those certificated employees who are not managers, supervisors, or confidential including, but not limited, to employees in the following classifications:

### **The Appropriate Unit:**

Regular Full-time Teachers  
Regular Part-time Teachers  
Regular Full-time Adult Education Teachers (Status)  
Regular Part-time Adult Education Teachers (Status or Non-status)  
Career Technical Education Teachers (CTE)  
Credentialed School Nurses  
Administrative Interns  
Independent Study Teachers  
Interns  
Temporary Teachers on Contract  
Child Development Permit Teachers  
Regular Part-time Hourly Teachers  
District Music Teachers  
Bilingual Specialists  
Special Education Teachers:  
    Adapted Physical Education Specialists  
    Deaf and Hard of Hearing Specialists  
    Early Intervention (SDC)  
    Mild/Moderate (SDC)  
    Moderate/Severe (SDC)  
    Special Education Resource Specialists  
    Speech and Language Pathologists  
    Visually Handicapped Specialists  
State, Federally Funded, and Special Program Teachers  
Unit members on leave of absence  
Teachers on Special Assignment

TEACH Coordinator  
PASS Coordinator

**B. Exclusions:**

Specifically excluded from recognition are those employees who are management, supervisory, or confidential including, but not limited, to employees in the following classifications:

**Management Employees**

Alternate Dispute Resolution Facilitator  
Assistant Principal  
    Adult School  
    Alternative Education  
    Middle School  
    High School  
Behavior Specialist  
Bond Program Manager  
Campus Safety and Security Officer  
Communications Officer  
Coordinator – Career Technical Education, School and Community Partnerships  
Coordinator – Child Development Programs  
Coordinator – Child Welfare and Attendance  
Coordinator – Expanded Learning Program  
Coordinator – Migrant Education  
Coordinator – Pupil Support Services and Attendance  
Director – Child Development and Special Programs  
Director – Fiscal Services  
Director – Human Resources  
Director – Information and Technology  
Director – Maintenance, Operations and Transportation  
Director – Pupil Support Services  
Director – Purchasing/Risk Management  
Director – Schools  
Director – Schools/Curriculum/Instruction and Professional Learning  
Director – Special Education Local Plan Area (SELPA)  
District Social Worker  
Elementary/Secondary School Principal Apprentice/Assistant Principal  
Equity Officer  
Financial Aid Coordinator – Adult School  
Guidance Administrator  
Head Start Mental Health/Disabilities Coordinator  
Manager – Information Systems  
Manager – Maintenance Services  
Manager – Nutrition Services  
Mental Health Professional  
Modernization Coordinator  
Nutrition Specialist  
Project Coordinator – Safe Schools and Healthy Students



- Principal
  - Adult School
  - Alternative Education
  - Elementary School
  - Middle School
  - High School
- Psychologist
- Secondary School Counselor
- Secondary School Dean
- School Based Therapist
- Social and Behavioral Services Coordinator
- Social Behavioral Therapist
- Supervisor – Accounting
- Supervisor – Child Development Programs
- Supervisor – Child Welfare and Attendance
- Supervisor – Curriculum and Professional Development
- Supervisor – Facilities and Maintenance
- Supervisor – Food Production/Operations
- Supervisor – Graphics
- Supervisor – Grounds and Buildings
- Supervisor – Human Resources
- Supervisor – Instructional Technology
- Supervisor – Payroll and Fringe Benefits
- Supervisor – Purchasing
- Supervisor – Special Education
- Supervisor – Special Programs
- Supervisor – Transportation
- Supervisor – Warehouse
- Chief Financial Officer-Fiscal and Planning Services
- Assistant Superintendent-Academic Services
- Assistant Superintendent-Human Resources
- Deputy Superintendent
- Superintendent

**Confidential Employees**

- Administrative Assistant
- Administrative Secretary
- Credentials Analyst
- Division Assistant
- Executive Administrative Assistant

- C. Any additional positions added to the District will be included in the Recognition Article through Memoranda of Agreement.

**ARTICLE III: DEFINITIONS**

1. "Adjunct duties" are mutually determined professional responsibilities (Article

VIII, A., page 15).

2. "Binding arbitration" is the resolution of disagreement by a third party whose decision will be legally binding on both parties (Article XVII, page 54, D.3.d.4).
3. "Board of Education" or "Board" refers to the duly elected governing body of the ABC Unified School District (throughout).
4. "CSTP" is California Standards for the Teaching Profession.
5. A "day" is a day when the District's central office is open for business (throughout).
6. "District" refers to the ABC Unified School District (throughout).
7. "Duty day" is the instructional day, a minimum 30-minute duty-free lunch, a pre-class duty period, recesses, snack, and adjunct duties (Article VIII, page 16, B.).
8. "EC TK-12" includes: Child Development Permit Teachers (Head Start, Extended Day Care, State Pre-School and Tracy Infant Center Teachers) and all other elementary and secondary school teachers.
9. "TEACH" is Together Educating America's Children, a professional development program of the American Federation of Teachers.
10. "FTE" is full time equivalent.
11. "Full-Time Adult Education Unit Member." Thirty-six (36) hours per week shall be considered a full-time assignment in the Adult Education Program. Hours assigned over 36 will be considered an extra-pay assignment (Article XVIII, page 55, B.1.).
12. A "Grievance" is an allegation that there has been a violation, misinterpretation, or misapplication of the specific provisions of this contract (Article XVII, page 52, A.1.).
13. A "grievant" may be any party covered by the terms of this agreement (Article XVII, page 52, A.2.).
14. An "immediate supervisor" is the management employee having the first line jurisdiction over the unit member (throughout).
15. "Instructional day" is the total number of minutes spent in the performance of instructional duties (Article VIII, page 17, C.).
16. "Involuntary transfers" are initiated by the District (Article XIII, page 40, A.2.).
17. A "Leave of Absence" is an authorization for a unit member to be absent from

duty for an approved purpose and generally for a specific period of time. (Article XXI, page 68).

18. A "minimum day" is a 240-minute instructional day (Article VIII, page 18, C.6.).
19. "Mutual determination agreement" (meaningful involvement) is agreement reached by a unit member and an administrator after each party has given consideration to and reacted to the proposal of the other. Such cooperation must be evidenced by realistic adjustments in the original positions of both parties. Should disagreement remain after all efforts to reach mutual determination have been exhausted, the administrator shall have the final determination (throughout).
20. "Negotiate in good faith" refers to a sincere and honest effort on the part of each party to reach bilateral agreement (throughout).
21. "Non-status Adult Education Unit Member (Temporary)." Any person who is employed to teach Adult Education classes less than twenty-one and six-tenths (21.6) hours per week, shall be classified as a non-status Adult Education unit member (Article XVIII, page 55, B.3.).
22. "OSHA" is Occupational Safety and Health Act (Article XII, page 38, A.).
23. "PASS" is Peer Assistance and Support System Program.
24. "Reopeners" is the provision under which parties will resume negotiations (Article XXVII, page 102).
25. "Seniority" is established by the District in accordance with Sections 44844 and 44845 of the Education Code and is delineated in Board Regulation 4116.1 (throughout).
26. A "shortened day" is a 260-minute instructional day.
27. "Status Adult Education Unit Member" (probationary or permanent) is any person who is employed to teach Adult Education classes for at least twenty-one and six-tenths (21.6) hours per week, shall be classified as a status adult education unit member (Article XVIII, page 55, B.2.).
28. "Union" refers to the ABC Federation of Teachers, Local #2317, California Federation of Teachers, American Federation of Teachers/AFL-CIO, the exclusive representative of the certificated unit members of the District (throughout).
29. A "unit member" is a certificated employee who is a member of the appropriate unit as defined in Article II: Recognition (throughout).
30. "Voluntary transfers" are initiated at the request of a unit member (Article XIII, page 40, A.1.).

31. Master calendar is the negotiated instructional year.
32. Regular part-time hourly teachers are regular contract teachers who teach additional hourly assignments.
33. "Career Technical Education (CTE) Teacher" any person who holds a CTE certification.

#### **ARTICLE IV: UNION RIGHTS**

- A. The Union may use District facilities subject to the following conditions:
  1. The Union may use District facilities upon proper completion and submission of an application and agreement for Use of School Facilities (Civic Center Act Form). The Union agrees to comply with the District rules and regulations governing use of school facilities.
- B. The Union shall have the right to post notices on bulletin boards or portions of bulletin boards, of reasonable size. These bulletin boards will be for the exclusive use of the Union and will be in areas frequented by unit members and will be easily accessible. The Union shall also have the right to put messages on or by sign-in sheets.
- C. The Union may use the District mail and email service to the extent permitted by law, and unit member mail boxes for written communications.
- D. Representatives of the Union may make short announcements at faculty/staff meetings as scheduled by the site administrator.
- E. Site administrators will provide an opportunity for monthly meetings with the Union building representative at a mutually determined time.
- F. Authorized representatives of the Union shall be permitted to transact official business with site unit members on school property as long as said business is carried out during non-duty hours of unit members. Such contact with unit members on school premises must only occur before school, during the lunch period, at recesses, non-duty periods, snack periods, or after school. Union representatives shall not in any way interfere with instructional programs or classroom activities.
- G. Authorized representatives of the Union must check in with the site administrator (or designee of the site administrator e.g.: secretary) before contacting unit members on the premises of the school or District building.
- H. All Union communications shall be submitted to the Superintendent (or designee) and to site administrators at the time of the entrance of such communications into the District mail system.
- I. The District shall provide the Union with two (2) copies of the Board agenda and back-

up materials for each Board meeting, exclusive of executive session materials. These materials will be made available at the same time as they are to the members of the Board of Education.

- J. The District will provide the Union with information within 30 days of an employee's hire date. Updated names, addresses, telephone numbers, and sites of unit members shall be provided to the Union by September 30, January 30, and June 30. Mailing labels shall also be provided to the Union by June of each school year. The parties agree that the release of addresses and telephone numbers shall occur unless unit members provide written requests not to release this information.
- K. A unit member may be represented by the Union in the unit member's employment relationship with the District. Such representation may include but not be limited to such matters that affect his/her continued employment relationship with the District at times when disciplinary action is contemplated or when the unit member is reviewing his/her personnel file.
- L. The District shall provide an intra district telephone extension in the Union office. The Union's telephone numbers shall be included in the District telephone directory.
- M. Upon request, the District shall grant the Union President a one semester or full school year unpaid leave of absence.
- N. The Union shall be entitled to forty-five (45) days of release time each school year covered by this Contract for use by the Union President or other Union representatives designated by the President for Union business or processing grievances. The Union may purchase additional days of release time for Union business at the cost of the involved unit member's substitute. (Unit members shall not be released for a time period of less than one-half day unless mutually agreed to by the Union and the Assistant Superintendent-Human Resources.) The Union shall make a written request to the Superintendent (or designee) at least one (1) day prior to the date of the requested release time.
- O. The District shall provide to the Union office/appropriate representative information, Board policies, minutes, statistics, records, etc., relevant to negotiations or necessary for proper enforcement of the terms of this contract. Excluded from this provision shall be inter-office memos between administrators, memos affecting a single unit member, memos which speak exclusively to the enforcement of existing policies, and other information, disclosure of which is prohibited under the law.
- P. The Union reserves the right to recommend the unit members who will serve on District committees.
- Q. The District and the Union agree to meet when requested by either party for the purpose of consulting on the educational objectives of the District, content of curriculum, selection of textbooks, and any other mutually agreed upon subjects.
- R. Upon mutual agreement between the Union and the District, the Union president will be relieved of all regular duties and assignments for the duration of his/her term in

office in order to focus on issues involving the employment relationship of unit members with the ABC Unified School District. The president will be placed on the certificated salary schedule at his/her earned placement, not less than salary column/step E13, and will be eligible for step and column movement. The Union president will continue to receive stipends that are associated with his/her primary assignment and the District will continue to pay STRS and/or CALPERS contributions, as paid during the previous school year. The Union president will continue to accrue sick leave and seniority. The Union will reimburse the District each month for the cost of the compensation package above the 45 days allowed in the contract (Article IV: N.) for union business. At the conclusion of the term of office the individual will return to his/her former assignment or to a mutually agreed upon comparable assignment in the District.

**S. Volunteer Deductions**

1. The District will deduct from the pay of Union members, and pay to the Union, membership dues in the Union as voluntarily authorized by unit members subject to the following conditions:
  - a. Volunteer deductions shall be made only upon submission by the Union to the District of an authorization card duly completed by the unit member.
  - b. Authorization cards for volunteer deductions received on or before the 10th of the month will be effective for the month in which it has been received. Authorization cards for volunteer deductions received after the 10th of the month will be made effective for the month following the one for which it has been received.
  - c. Authorization for volunteer deductions will continue in effect unless revoked in writing by the unit member and submitted to the Union. The Union will immediately notify the District of such revocation.
  - d. The District will deduct one-eleventh (1/11<sup>th</sup>) of the annual Union voluntary deductions from the salary warrant of members of the Union for each month for all authorizations unless authorization is revoked in writing.
2. The District shall monthly remit the voluntary deductions for Union membership along with an alphabetical list of unit members for whom such deductions have been made to the ABC Federation of Teachers, Local #2317, 19444 Norwalk Blvd., Cerritos, CA 90703.
3. Union members who currently have authorization cards on file for payroll volunteer deductions need not be resolicited.
4. Union volunteer deductions, upon formal written request from the Union to the Superintendent (or designee), shall be increased or decreased without resolicitation and authorization from the members of the Union.

5. If litigation should be brought against the District, Board of Education and/or the Board's agents regarding authorization and/or revoking volunteer deductions, the Union agrees to save and hold harmless the District, Board of Education and/or the Board's agents from any and all costs including reasonable attorneys' fees and other costs related to the suit.
6. Fair Share Organizational Security Arrangement.
  - a. All unit members, as a condition of continuing employment, shall either pay dues or a representation fee to the ABCFT. In no case shall the representation fee be greater than periodic dues and general assessments of the Union. Dues and or fees shall commence no later than thirty (30) calendar days from the date of hire or within thirty (30) calendar days of certification of the fair share election, whichever comes later. The Union will furnish the employer with any information needed to fulfill the provisions of this section.
  - b. The parties may request proof of such payments on an annual basis as a condition of continued exemption from paying the representation fee to the ABCFT.
  - c. The Union agrees to indemnify and hold harmless the District against any and all liabilities, demands, lawsuits, claims, or actions which may be brought against said District or District Board of Education, individually or collectively, its officers, employees, and agents, including, but not limited to, reimbursement for all costs, expenses, fees, settlements, and judgments, and providing an effective defense on behalf of the District against any and all lawsuits or other proceedings arising out of and in connection with this Article.
  - d. Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary dates of the employee's authorization or 2) the date of termination of the applicable contract between the employer and the Union whichever occurs sooner. Either change to (1) or (2) submitted to the District by the 5th of the month will go into effect the following month. The District will honor the employee's check off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.
- T. The District shall provide the Union written notice of any new employee orientations in whatever forms they may take at least fifteen (15) business days prior to the event. Representatives of the Union shall be permitted to make a presentation of up to thirty minutes and present written materials to any employee participating in such orientation. The District shall include a membership authorization form approved by the Union, in all new hire packets. No representative of management shall be present unless agreed upon.

In any employee orientation or on boarding process that is not held in person, the Union should have access through whatever means available, to give a presentation of up to thirty minutes and to present written materials or other documents, in a manner approximating Union access to an in-person orientation. New employee orientations will be held three times annually or as needed.

A reasonable number of representatives of the Union shall have the right to receive reasonable periods of release time without loss of compensation to attend new employee orientation.

#### **ARTICLE V: ACADEMIC FREEDOM RIGHTS OF CITIZENSHIP**

- A. The District and the Union mutually confirm their commitment to and compliance with District policy relating to professional rights and academic freedom. All unit members are entitled to augment or enhance their instructional methodologies in accordance with state approved standards and the District's strategic plan.
- B. The District does not discriminate on the basis of race, religion, age, sex, gender identity, sexual orientation, color, or physical or mental disability in any of its policies, programs, practices or procedures in compliance with Title V of the California Code of Regulations, Title VI and VII of the Civil Rights Act of 1964 as amended (pertaining to sex, race, creed, color, and national origin), Section 504 of the Rehabilitation Act of 1973 (pertaining to handicap), and the Age Discrimination Act of 1967 as amended (pertaining to age). For the purpose of this article the District includes Domestic Partnership.
- C. Professional differences of opinion between unit members and administrators over school or district policies and their interpretations are normal and at times to be expected; such differences shall not result in the mistreatment or disciplining of the unit members.
- D. No electronic or mechanical surveillance shall take place without mutual consent.
- E. No unit member may be reassigned or disciplined based on relevant allegations of misconduct or incompetency prior to discussion with the appropriate site/program administrator. The unit member has the option of appealing the site/program administrator's decision to a mutually acceptable management representative. If no management representative is mutually acceptable, then the unit member may appeal to the Superintendent. The appeal must be filed within five (5) days of the decision rendered by the site/program administrator.
- F. Any electronic surveillance shall not be used for purposes of monitoring, disciplinary action, and teacher evaluations but the District retains the right to utilize post-incident surveillance footage in the investigation of a commission of a crime or violation of Board Policy (BP) or Administrative Regulation (AR).



## **ARTICLE VI: DISTRICT RIGHTS/MANAGEMENT RIGHTS**

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in those duties and powers are the following exclusive rights:

1. Determine its organization;
2. Direct the work of its employees;
3. Determine the times and hours of operation;
4. Determine the kinds and levels of service to be provided, and the methods and means of providing them;
5. Establish its educational policies, goals, and objectives;
6. Insure the rights and educational opportunities of students;
7. Determine staffing patterns;
8. Determine whether, when, and where there is a job opening;
9. Maintain the efficiency of District operations;
10. Determine the curriculum after receiving input from the affected unit members unless impossible;
11. Build, move, or modify facilities;
12. Establish budget procedures and determine budgetary allocations;
13. Determine the methods of raising revenue;
14. Contract out work (with the exclusion of classroom instruction);
15. Administer all employee health and benefit plans, including the selection of all carriers of health and benefit plans, and the manner and method of funding such plans. Such action will be taken with the full consultation of the Union at each step of the process;
16. To utilize personnel not covered by this Contract, including but not limited to substitutes, casuals, provisional personnel, consultants, supervisory or managerial personnel, to do work which is normally done by employees covered hereby, who are temporarily unable to perform such work and the methods of selection and assignment of such personnel;
17. To hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees.

- B. 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 Contract and then only to the extent such specific and express terms are in conformance with law. It is not the intention of the District, in setting forth the foregoing rights of management, to detract or diminish in any way the rights of unit members or the Union as set forth in this Contract. Furthermore, it is the intention of the District to seek input from affected unit members and the Union whenever possible.
- C. The District retains its right to suspend the provisions of this Contract in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District. When an emergency is called, the District will notify the Union of the reasons for the emergency, the expected duration of the emergency, and the specific articles of Contract that are suspended by the emergency. An emergency is a natural catastrophe.

## **ARTICLE VII: SCHOOL CALENDARS**

### **A. Contracted Duty Days**

- 1. The number of duty days for Child Development Permit, CTE, and TK-12 unit members for each year of this contract shall be 184 days unless otherwise negotiated through Reopeners.
- 2. The number of duty days for adult school unit members for each year of this contract shall be 177 days unless otherwise negotiated through Reopeners.
- 3. The scheduling of duty days for unit members for the school year shall be distributed in a timely fashion.
- 4. A separate calendar will be defined for all unit members in Adult Education, by the close of the school year.

### **B. School Orientation/Preparation Days**

- 1. During the orientation/preparation days, unit members may be scheduled for five (5) hours of general faculty meetings by their immediate supervisor.
- 2. The Union shall not schedule Union meetings for unit members from 8:30 a.m. to 3:30 p.m. while unit members are on specific, assigned duties on orientation/preparation days listed on the duty day school calendars. On the opening day for unit members, the site administrator shall grant to the Union thirty (30) minutes for a meeting during the first faculty meeting.
- 3. Preparation days' activities may include the following:

- a. Room preparation for the opening day of school.
  - b. Review of opening day procedures, attendance accounting, and disciplinary procedures, etc.
  - c. Participation in school, department, grade level, team, or curriculum development meetings.
  - d. Other tasks listed in the unit member's job description, as applicable.
4. Unit members will have access to their assigned schools/work locations no later than the first District working day of the school year for room preparation and other matters related to the opening of school. The District will make every effort to complete maintenance work by the first working day of the school year.
5. Middle schools may explore the possibility of an early start day for the incoming seventh graders. It is understood that this will require that teachers participating in this program give up part of their second preparation day at the start of the school year, but it will be recovered on the last instructional day of the school year. In order to use this alternate calendar, unit members and administrators must:
- a. Get permission from the District and the Union to begin planning.
  - b. Develop a comprehensive plan for the use of the early start day and how teachers will be selected to participate. Provide preliminary plan to the District and Union for plan review and feedback to ensure that contractual, district, and state guidelines are met.
  - c. Hold a secret ballot election at the site prior to June 1, which will require a 75% vote of support of all eligible voters. All affected unit members are eligible to vote. The vote may be for up to two years.
  - d. Secure a side letter between ABCFT and the District approving the contract modification if there is a vote for the early start.

The District retains the right to void the early start under special circumstances.

6. All secondary schedules modified beyond the standard six-period day must adhere to the following steps:
- a. Inform the District and Union of plan to explore a schedule beyond a standard sixth period day schedule.
  - b. Develop a comprehensive plan with teacher input.
  - c. Provide preliminary plan to the District and Union for plan review and feedback to ensure that contractual, district, and state guidelines are

met.

- d. Hold a secret ballot election at the site prior to June 1, which will require a 75% vote of support of all eligible voters. All affected unit members are eligible to vote.
- e. Secure a side letter between ABCFT and the District approving the contract modification if there is a vote for the alternate schedule.

The District retains the right to void the modified schedule under special circumstances.

C. **Student - Free Days**

- 1. An elementary student-free day shall be held before Thanksgiving. No meetings shall be held on this day.
- 2. On the secondary level, the last day of the first semester shall be student-free. The District (site administrators) may use two (2) hours for in-services and planning for the second semester. Unit members may use the remainder of the day to work on other professional activities relating to their assignments.
- 3. The last day of each school year shall be student-free for all unit members. It shall be free of required meetings so that unit members may complete year-end activities and responsibilities.

D. **Elementary Reporting Times**

1. **Grades Out**

Dates will be listed on the District master calendar.

2. **Parent Conferences**

- a. There shall be five (5) minimum days provided each year for elementary parent conferences unless mutually agreed to in writing between the site administrator and 75 percent of the affected site members. Any additional minimum days can only be achieved by adding minutes to the duty day and banking the additional minutes. The required minimum number of State teaching minutes must be maintained.
- b. Teachers will use their best efforts to attempt to meet with all parents.
- c. There will be no staff meetings and/or professional learning during the week of conferences as per the District master calendar.

E. **Secondary Reporting Times**

1. At the end of the first three quarters, secondary teachers will have until the end of the third instructional day to turn in their grades.
2. For Progress Reports reporting time refer to calendar.
3. At the end of the school year, grades for middle school students and failing grades for high school seniors must be determined and recorded by the Friday prior to the unit member's last week of the year. All other grades are due at the end of the last working day of the year.

F. Article VII A.1, A.2, B.1, B.2, B.3, B.4, B.5, B.6, C, D, and E do not apply to Adult Education, and Child Development Permit teachers.

**ARTICLE VIII: DUTY DAY**

A. **Adjunct Duties**

1. Unit members shall be responsible for a list of typical adjunct duties to be performed at the site. Unit members will also be expected to comply with any reasonable administrative request to meet emergency situations.
2. No unit member shall be required to perform translating duties or to substitute for another unit member unless mutually agreed upon with the affected staff member and site administrator. Unit members who agree to substitute during duty free time shall receive additional hourly compensation as per the contract.
3. Site administrators and union representatives at each site will work together to ensure procedural measures are in place so the assignment of adjunct duties are carried out in a fair and equitable manner based on the time involved in each duty. The rotation of the adjunct duties from year to year shall be considered among all unit members.
4. Site administrators shall give unit members advance notice in making adjunct duty assignments and shall consider volunteers, if available, when making such assignments.
5. Consistent with its statutory obligation under Government Code Section 825, the District agrees to defend and indemnify unit members from liability based on acts or omissions occurring within the scope of employment, including acts or omissions occurring while the unit members are supervising school parking lots.

**B. Duty Day**

1. The duty day for regular teachers will begin 30 minutes for secondary teachers and 10 minutes for elementary teachers before the start of their instructional day as defined by their immediate supervisor. Supervision duty may be assigned during this time as an adjunct duty.
2. The duty day for non-classroom unit members shall be the same as regular teachers.
3. The duty day for nurses shall be seven (7) hours per day exclusive of a 30-minute, duty-free lunch period. In emergency situations the nurses' lunch period will be rescheduled.
4. Unit members shall be entitled to a 30-minute, duty-free lunch period exclusive of time passing to and from their classrooms. Extension of the lunch period can only be achieved by adding minutes to the duty day. Mutual agreement in writing between site administrator and 75% of the affected site members would be necessary.
5. In developing a schedule of classes, the site administrator shall provide each unit member with at least one (1) physical relief break within each three (3) - hour block of time.
6. The site administrator and school site unit members are encouraged to have a staff meeting to explore schedule changes that would provide the flexibility of using minimum days to meet staff needs throughout the school year (i.e. first day, last day, Open House, staff meeting days, etc.). Minimum days can only be achieved by adding minutes to the duty day and banking the additional minutes. Mutual agreement in writing between the site administrator and 75 percent of affected site members would be necessary. The required minimum number of State teaching minutes must be maintained. Banked minutes is time worked over and above the regular duty day and shall be used for specific educational needs of the school. When professional responsibilities for the specified educational needs are completed the teacher's contractual duty day ends.
7. The site administrator may adjust an individual unit member's starting and/or ending time provided the number of hours for the particular unit member remains consistent with those of other unit members.
8. On days when unit members are scheduled to be on duty, but pupils are not scheduled to be present for the day, the school-based assignment shall be the same as the regular instructional day. Zero and duty free periods are not applicable on these days.
9. Unit members shall be permitted to leave their work sites during non-duty time.

10. Unit members shall be required to check in and check out whenever they arrive at or leave the school site.
11. Unit members will be given the appropriate amount of time during their duty day to complete annual state mandatory training.

#### **Elementary Staff Meetings**

- a. Principals will be allowed four (4) hours per month for staff meetings. These meetings shall be concluded sixty (60) minutes from their starting time.

If a principal feels that a meeting may extend beyond the length of the allotted time, s/he should notify the teachers on his/her staff by Monday of the week when the meeting will be extended.

- b. Double meetings shall last no longer than one hour and forty-five minutes from their starting time. A double meeting shall count as two regular one-hour meetings.
- c. Staff meetings shall begin no later than 15 minutes after the ending bell.

#### **C. Instructional Day**

1. The instructional day for elementary teachers shall be 302 minutes. However, the instructional day may be changed with another schedule that is mutually agreed to in writing between the site administrator and 75 percent of the affected site unit members.
  - a. Each elementary and site-assigned special education class teacher shall be provided at least 40 minutes of individual planning time per week, exclusive of time passing to or from a grade level, collaboration, or parent meeting.
  - b. Any additional preparation time provided by the site administration shall be used for class preparation, staff collaboration, grade level planning, parent conferences, and other instructionally related activities or to meet site goals as deemed appropriate by the school administrator in consultation with each unit member.
2. Unless another schedule is mutually agreed to in writing between the site administrator and 75 percent of the affected site unit members, the instructional day for middle school teachers shall be five (5) 50-minute classes and a 50-minute duty-free period scheduled over a six (6) period day, plus a ten (10) minute homeroom and five (5) five-minute passing periods.
3. Unless mutually agreed to in writing between the site administrator and 75 percent of the affected site unit members, the instructional day for senior high school teachers shall be five (5) 55-minute classes and a 55-minute duty-free

period scheduled over a six (6) period day, plus a five (5) minute homeroom and five (5) five-minute passing periods.

4. The instructional time for Tracy High School teachers shall be 266 minutes.
5. The instructional day for itinerant special education teachers shall be 290 minutes a day (averaged over a week) inclusive of travel time.
6. Minimum days at all levels shall be 240 minutes.
7. The assignment of duty-free periods shall be carried out in a fair and equitable manner.
8. TK/Kindergarten minutes: For beginning of the year assessments, TK and Kindergarten will have no fewer than twenty (20) minimum days.

**D. After School Programs**

1. For the Expanded Learning Opportunities Programs (ELOP) unit members who will share a classroom space with ELOP shall be given the option to remain in the classroom during the ELOP time or be provided adequate work space.

**E. Student Support Programs**

- a. When a classroom is selected for use in the Expanded Learning Program, Migrant Education Program, Saturday School Program, etc. at a school site, care will be taken to consider student and staff safety for pick up in the evenings, age appropriate furniture for students, classroom summer cleaning schedule, and classroom use the prior school year. When possible, rotation will be considered for room use each year and unit members will be notified as soon as possible if the classroom they use during the school day will be used for a program.

**ARTICLE IX: CLASS SIZE/CASE LOAD**

**A. Staffing**

1. The District shall maintain the following staffing ratios and formulas for the allocation of teacher positions to schools:

	Allocation of <u>Teacher Positions</u>	<u>per</u>	Student <u>ADA</u>
<u>Elementary</u>	1	:	29.4
<u>Bilingual K-6</u>	1	:	29.4
<u>Middle school</u>	1	:	31
<u>High School</u>	1	:	31
<u>Continuation High School</u>	1	:	21



- a. If the application of the above ratios results in a fraction of 1/2 or more, then an additional teacher position shall be allocated.
- b. Librarians, media specialists, nurses, and special education teachers shall not be utilized in the computation or application of the above staffing ratios or formulas.

## **FORMULAS**

### **Elementary:**

$$\text{Projection} \div \underset{\substack{\uparrow \\ \text{Staffing Ratio}}}{29.4} = ? = \text{rounded to nearest whole FTE}$$

$$\text{Example: } 623 \div 29.4 = 21.19 = 21 \text{ FTE}$$

### **Middle School:**

$$\text{Projection} \times \underset{\substack{\uparrow \\ \text{ADA\%}}}{.98} \times \underset{\substack{\uparrow \\ \text{\# periods} \\ \text{for each} \\ \text{student}}}{6} \div \underset{\substack{\uparrow \\ \text{staffing} \\ \text{ratio}}}{31} \div \underset{\substack{\uparrow \\ \text{sections} \\ \text{per FTE}}}{5} = ? = \text{rounded to nearest whole FTE}$$

$$\text{Example: } 540 \times .98 \times 6 = 3175.25 \div 31 = 102.4 \div 5 = 20.48 = 20 \text{ FTE}$$

### **High School:**

#### (A) Basic:

$$\text{Projection} \times \underset{\substack{\uparrow \\ \text{ADA\%}}}{.98} \div \underset{\substack{\uparrow \\ \text{staffing ratio}}}{31} = ? = \text{rounded to nearest whole FTE}$$

#### (B) 6th Period:

$$\text{Projection} \times \underset{\substack{\blacksquare \\ \text{\% students} \\ \text{6th period} \\ \text{Oct 1 prior} \\ \text{year}}}{?} \downarrow \div \underset{\substack{\blacksquare \\ \text{staffing} \\ \text{ratio}}}{31} = \downarrow \div \underset{\substack{\blacksquare \\ \text{sections/FTE}}}{5} = ? = \text{rounded to nearest 0.2 FTE}$$

2. When requested, site administrators shall discuss and attempt to resolve the concerns of unit members relating to class size.
3. When a combination class becomes necessary, the affected unit members will be directly involved in the selection and/or placement of the students in such classes.

4. The parties agree that the varying nature of the instructional program, design of facilities, and desirability of large group instruction in some subjects necessarily requires a flexible approach in assigning teachers to serve a given number of students. Every effort will be made to maintain balanced classes.

**B. Class Maximums**

1. Class size for transitional kindergarten shall be a maximum of 28. Class size for kindergarten through grade 3 shall be a maximum of 30. Class size for grades 4-6 shall be a maximum of 32. This is by class and by school site.
  - a. If any transitional kindergarten class reaches enrollment of 25 students, a temporary paraeducator will be placed in the classroom for 3 hours a day, until enrollment is reduced to 24 or less.
2. Teacher-student enrollment at the secondary level which exceed the established ratio for grades 7-12 shall not exceed the following maximum enrollment sizes:

	TOTAL MAXIMUM	INDIVIDUAL CLASS MAXIMUM
Remedial Reading	- 125	
English	- 165.....	33
Social Science, International Language, Math and Science	- 175.....	35
Regular Physical Education (5 periods)	- 250.....	50

- a. The above maximum for regular physical education classes shall exclude all students in athletic physical education classes taken for credit.
  - b. Total enrollment maximums for each subject for those unit members teaching fewer than five (5) sections shall be proportional amounts of the total maximum enrollments listed above.
3. The ratio to determine grades 7-8 bilingual class size will be 1:29 but not exceed 30 maximum enrollment for grades K-8.
  - a. When a bilingual class exceeds 30 students, the teacher and/or principal has the option of immediately obtaining a substitute to assist the bilingual teacher.
  - b. When a bilingual combination class becomes necessary, every attempt will be made to ensure the lowest enrollment in those affected grade levels. The affected unit member(s) will be directly involved in the selection and/or placement of the students in such classes.
  - c. All identified LEP/SDC students will count as 2.0 students in determining

class size in all bilingual TK-8 classes.

4. The number of students assigned to any one class shall not exceed the number of student workstations that can be safely utilized for quality instruction as mutually determined by the unit member and site administrator.
5. Special Education maximum caseload shall be as follows:

	<u>MAXIMUM</u>
	(TK-1) = 12
	(K-3) = 12
Teachers' Mild/Moderate Special Day Class (M/M SDC).....	(4-6) = 16
	(7-12) = 18
Moderate/Severe Special Day Class (M/S SDC).....	(AGES 3-21) = 12
Moderate Special Day Class (Adult Transition).....	(AGES 18-21) = 16
Moderate/Severe Special Day Class (Adult Transition).....	(AGES 18-21) = 12
Resource Specialist Program (RSP).....	(K-12) = 28
(maximum 2 sites)	
Adapted Physical Education (APE) .....	65
Speech and Language.....	55
Visually Handicapped and Deaf and Hard of Hearing.....	18
Early Intervention Program (EIP).....	11
6. School Administration will have 30 school days from the first day of instruction to reduce each class roll to its appropriate maximum.
7. Nurses' Maximum Case Load: There may be two (2) school assignments for nurses with a comprehensive senior high school. There may be three (3) school assignments for all other nurses.
  - a. There will be no reduction in nurse positions unless there are extenuating circumstances such as a reduction in enrollment, reduction in funding, or some other substantial reason. Before a reduction occurs, the nursing staff will be meaningfully involved in determining what is necessary to meet the health and safety needs of students.
  - b. The nursing staff will meet with the Director of Pupil Support Services and the Head of Health Services' nurse to determine staffing for the upcoming school year, per contract case load. There will be no reduction in nurse positions except for declining enrollment or loss in funding. Before such a reduction occurs, the nursing staff will be meaningfully involved in determining what is necessary to meet the health and safety needs of students.
8. Adapted Physical Education Case Load: Full-time Adapted Physical Education Specialists will be assigned to a maximum of four (4) scheduled sites per person per day with a proportional number of sites per week for part time Adapted Physical Education Specialists.

C. **Special Considerations**

1. Substitutes may be used for IEP reevaluations.
2. Each special day class teacher shall be provided with at least six (6) hours of aide time. Each special education resource specialist shall be provided with at least three (3) hours of aide time.
3. The District shall provide appropriate and adequate space for the exclusive use of traveling unit members during the time they are scheduled to work at each site. Unit members and site administrators shall mutually determine these room arrangements. Should the site administrator decide to vary this arrangement, s/he shall advise the unit member at least 48 hours in advance and provide equally adequate and appropriate space that is free of interruptions.
4. Resource Specialists and Secondary Special Day Teachers shall provide 80 percent direct and 20 percent indirect services.

**ARTICLE X: SALARIES**

The salary schedules and salary classification requirements of unit members are set forth in this Article:

Unit members using personal vehicles on authorized school business shall be reimbursed at the current Government rate.

**Salary Classification Requirements**

- A. **Classification:** Unit members (including teachers, nurses, speech, language and hearing specialists, and librarians/media specialists) shall be assigned to a class on the Unit Members' Salary Schedule in accordance with the classification requirements defined herein below:

- |           |  |
|-----------|--|
| Class A - | Bachelor's degree and regular credential or Bachelor's degree and Designated Subjects Teaching credential in Vocational Subjects.  |
| Class B - | Bachelor's degree and a regular credential or Bachelor's degree and Designated Subjects Teaching Credential in Vocational Subjects plus thirty semester hours of upper division or graduate work, earned after receipt of the Bachelor's degree.                           |
| Class C - | Bachelor's degree and a regular credential or Bachelor's degree and Designated Subjects Teaching Credential in Vocational Subjects plus forty-five semester hours of upper division or graduate work, earned after receipt of the Bachelor's degree, or a Master's degree. |

Class D - Bachelor's degree and a regular credential plus sixty semester hours of upper division or graduate work, earned after receipt of the Bachelor's degree, and a Master's degree.

Class E - Bachelor's degree and a regular credential plus seventy-five semester hours of upper division or graduate work earned after receipt of the Bachelor's degree, and a Master's degree.

B. Step Placement shall be based on in-district teaching service rendered and credit for out-of-district teaching experience granted at the time of initial employment, or applicable work experience directly related to the teaching assignment granted at the time of initial employment.

C. **Experience Credit (Initial Placement)**

1. New unit members hired during the school year shall be initially credited with up to a maximum of twelve (12) years experience for previous public/private teaching service if such service has been rendered under contract in an accredited school or to the extent provided below, a combination of such teaching experience, vocational work experience, and applicable military service.
2. Unit members must have taught on a full-time basis for 75 percent or more of the number of days in a given school year for a year of experience to be credited. Those unit members who do not serve 75 percent or more of the number of days in a school year must remain on the same step for the ensuing school year.
3. Trade or vocational experience directly related to the unit member's teaching assignment in the District may be credited on a year-for-year basis to a maximum of five (5) years.
4. Credit for active, full-time military service will be granted on the basis of one step for 12 to 23 months duty time or two steps for 24 or more months' duty time.
5. Teachers who hold a short-term staff permit or a provisional internship permit or are currently enrolled in a university internship program will be placed on Step 1, Column A and will remain "frozen" at this salary until credentialing is complete.

D. **Career Increments**

1. Unit members assigned to classes C, D, or E of the Unit Members' Salary Schedule will be entitled to Career Increments, as reflected in the salary schedule.
2. Anniversary increment placement shall be based on out-of-district teaching credit granted at the time of initial employment in the ABC Unified School

District or former component district and acceptable in-district teaching service after the date of employment.

**E. Unit Verification (Initial Employment)**

1. Newly employed unit members shall present student copies of transcripts with the registrar's signature or electronic copies of official transcripts with the registrar's signature or grade reports/credit certificates with an official seal and registrar's signature to verify initial placement on the Unit Members' Salary Schedule.
2. Newly employed unit members shall be responsible for securing and presenting to the Human Resources Office all documentation required for unit verification and/or in support of salary schedule placement. All documentation must be received within thirty (30) days following the effective date of the unit member's initial contract. Failure to present required documentation within the thirty (30) day period will result in the District's withholding salary warrants until such documents are placed on file.

**F. Step Advancement (Vertical Movement)**

1. Unit members will be entitled to advance one vertical step on the Unit Members' Salary Schedule for each year of service, except those whose placement is at the maximum step for their class.
2. Unit members must have rendered paid service for 75 percent or more of the number of days in the regular school year, counting days of used sick leave, to advance one vertical step on the schedule.
3. Unit members on short term staff or professional internship permits, or intern credentials, are excluded from step advancement.

**G. Class Advancement (Horizontal Movement)**

1. Unit members requesting consideration for salary class advancement must prepare and submit a "Change of Salary Class Request Form" with full and complete verification to the District Human Resources Office.
2. Verification must be by means of official transcripts.
  - a. Student copies of transcripts with the registrar's signature or electronic copies of official transcripts with the registrar's signature or grade reports/credit certificates with an official seal and registrar's signature will be accepted as verification of completed coursework.
3. New salary rates for salary class changes received and verified between the first duty day of the school year and the last day of September and between the first and last day of February will become effective the first duty day of the school year and the first of February.

4. Unit members must have served 75 percent of the school year on any given step before advancement to another vertical step on the Unit Member's Salary Schedule. Those unit members who do not serve 75 percent of the school year must repeat the same step for the ensuing school year.

5. **Class Advancement - Non-Restrictive**

Unit members shall not be restricted in class advancement if they otherwise meet the conditions of this article.

- H. **Partial Year Service**

Unit members who serve less than the required annual number of duty days (as defined in Article VII: Calendar) for regular full-time unit members shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days required. Notwithstanding the above, unit members who serve for one full semester shall receive not less than one-half the annual salary applicable to their class and step.

- I. **Return to Service**

If a unit member is re-employed by the District within 39 months of his/her last day of previous paid service, the unit member will be entitled to resume his/her previous placement on the salary schedule.

- J. **Definition of Credit on the Unit Members' Salary Schedule**

1. **Units of Credit:** Units of credit for the purpose of assigning unit members to a salary classification or advancement from one classification to another shall be on the basis of semester hours of college/university credit from an accredited institution.

The formula for converting quarter units to semester units:

$$\frac{2 \times \text{quarter units}}{3} = \text{semester units}$$

2. **Units of Credit Acceptable for the Purpose of Salary Assignment or Advancement**

- a. Units of credit acceptable for salary schedule assignment or salary class advancement shall be defined as upper division and/or graduate work earned from an institution which is accredited by the American Association of Colleges and Universities or by the University of California after receipt of the Bachelor's Degree (see Section K).
- b. All units of credit must clearly fall within one of the following areas:

- 1) Credit applicable toward an advanced degree that is in or closely related to the field of education.
  - 2) Credit applicable for the purpose of certification in the field of education.
  - 3) Credit included by title and course number within the field of professional education that is deemed appropriate to the professional growth of the unit member.
  - 4) Credit closely related to the field of education that will directly enhance the unit member's teaching expertise in his/her present or prospective assignment within the District.
- c. Other credit which may be allowed for the purpose of salary schedule placement or advancement includes lower division courses, correspondence courses, ABC Adult Education classes, in-district workshops, and out-of-district workshops and/or in-service education programs if such courses/classes/workshops or programs otherwise meet the other conditions of this article.

K. **Coursework/Classes/Workshops Requiring "Prior Approval" to be Acceptable for the Purpose of Salary Class Assignment or Salary Class Advancement.**

1. The following coursework/classes/workshops must be presented to the Assistant Superintendent-Human Resources or designee for prior approval:
  - a. A Request for Prior Approval form should be prepared in duplicate and submitted to the Human Resources Office at least fourteen (14) days prior to the date of registration for the course/class/workshop.
  - b. If situations arise where prior approval is not possible, the unit member may petition the District for approval of coursework.
    - (1) Lower division coursework unless such work has been required for issuance or clearance of a teaching credential.
    - (2) Correspondence courses.
    - (3) Out-of-district workshops.
2. **ABC Adult Education classes** must be presented by the Principal-Adult Education to the Assistant Superintendent-Human Resources or designee for prior approval.
  - a. Adult Education classes will be considered for approval on a class basis for all class participants.
  - b. Adult Education classes will grant credit on the salary schedule at the rate of fifteen (15) prepared hours equal one (1) semester unit credit or



thirty (30) unprepared hours equal one (1) semester unit credit.

L. **Determination of Credit for In-District Workshops**

1. The Assistant Superintendent-Human Resources or designee shall determine which in-district workshops and/or in-service education programs shall be offered for credit on the salary schedule.
  - a. In-District workshops, out-of-District workshops, and/or in-service education programs will grant credit on the salary schedule at the rate of fifteen (15) prepared hours equal one (1) semester unit credit or thirty (30) unprepared hours equal one (1) semester unit credit.
  - b. Salary placement credit shall not be allowed for an in-district workshop, out-of-district workshops, and/or in-service education program if unit members have been paid by the District for their participation in the workshop or in-service education.

- M. **Accumulation of Hourly Credit** Hourly credit for approved adult education classes, approved in-district workshops and/or in-service education, and approved out-of-district workshops will be credited for salary advancement on a cumulative basis. As example, the thirty (30) hours referred to may be cumulative (i.e., 2 hours of in-service plus 3 hours of in-service = 5 hours of in-service).

Credit will only be granted if verified by the District's "Workshop Credit Report" on an individual participant basis.

N. **Professional Standards Committee**

1. Purposes of the Committee

The District Professional Standards Committee shall serve as appeals body to decide appeals by unit members regarding denials of coursework/ classes/workshops by the Assistant Superintendent-Human Resources or designee.

2. The Committee

The Superintendent shall appoint two (2) management employees to the committee; the Union shall appoint two (2) unit members to the committee. The Assistant Superintendent-Human Resources or designee shall serve as Chairperson. The Chairperson shall only vote in case of a tie vote of other members of the Committee.

3. **Responsibilities in the Area of Professional Standards**

- a. When considering appeals by unit members, the Committee should keep in mind the following:

- (1) Credits presented for salary class assignments/ advancement will

be meaningful, significant, and related to the unit member's current assignment or represent a reasonable objective for future employment.

- b. In reviewing the appeal, the Committee shall generally be concerned with matters relating to the maintaining and raising of standards in regard to the value, level, nature, and academic rigorousness of all professional training submitted for salary class assignment/advancement.
- c. The Committee shall serve as a decision-making body regarding any questions that may arise as to the acceptability or allowability of units of credit presented by unit members for the purpose of salary class assignment or advancement.

**O. Consultant Positions**

The District shall take applications in the Human Resources Office twice a year for those unit members interested in various types of consultant positions. When consultant positions of those types are needed, those unit members who have applied shall be contacted by the appropriate supervisor. The final selection of the consultant is left to the discretion of the selecting supervisor. Compensation will be granted in accordance with Board adopted policies on consultant compensation.

**P. Additional Teaching Period Option**

At the secondary level, any unit member who elects to teach an additional section in lieu of a duty free period, shall be compensated at the rate of 60.00 per period.

**1. Sick Leaves**

Unit members who teach an additional period option shall be credited with one (1) hour of sick leave for every 18 hours of contracted service on an unlimited accumulated basis. A separate hourly sick leave bank will be established separate and apart from any other bank of days of sick leave to which the unit member may be entitled.

**Q. Extra Pay for Extra Service Schedule**

- a. Beginning July 1, 2023, stipends will increase annually by ½ of the percentage of any on-schedule salary increase to the Certificated Member's Salary Schedule for TK-12/Nurses.

**R. Degree and Longevity Stipends**

- a. Unit members receiving degree and/or longevity stipends will have their base salary calculated on the basis of their current salary schedule placement plus any earned degree and/or longevity stipends.

ABC UNIFIED SCHOOL DISTRICT  
TK/NURSES CERTIFICATED MEMBER'S SALARY SCHEDULE  
2022-2023  
(Effective July 1, 2022)

STEP	A BA	B BA+30	C BA+45 or MA	D BA+60 inc. MA	E BA+75 inc. MA
1	\$62,923	\$64,496	\$66,109	\$67,764	\$69,459
2	\$63,553	\$65,142	\$66,771	\$68,439	\$70,151
3	\$65,778	\$67,424	\$69,107	\$70,835	\$72,606
4	\$68,077	\$69,782	\$71,526	\$73,315	\$75,148
5	\$70,464	\$72,222	\$74,029	\$75,881	\$77,778
6	\$72,929	\$74,751	\$76,622	\$78,539	\$80,499
7	\$75,480	\$77,367	\$79,303	\$81,286	\$83,319
8	\$78,124	\$80,077	\$82,080	\$84,131	\$86,233
9	\$78,124	\$82,881	\$84,951	\$87,073	\$89,251
10	\$78,124	\$85,781	\$87,924	\$90,123	\$92,374
11	\$78,124	\$88,781	\$91,004	\$93,275	\$95,608
12	\$78,124	\$91,889	\$94,189	\$96,541	\$98,955
13	\$78,124	\$91,889	\$94,189	\$99,921	\$102,419
14	\$78,124	\$91,889	\$94,189	\$99,921	\$102,419
15	\$78,124	\$91,889	\$97,013	\$102,919	\$105,489
16	\$78,124	\$91,889	\$97,013	\$102,919	\$105,489
17	\$78,124	\$91,889	\$97,013	\$102,919	\$105,489
18	\$78,124	\$91,889	\$99,922	\$106,007	\$108,656
19	\$78,124	\$91,889	\$99,922	\$106,007	\$108,656
20	\$78,124	\$91,889	\$99,922	\$106,007	\$108,656
21	\$78,124	\$91,889	\$102,921	\$109,184	\$111,916
22	\$78,124	\$91,889	\$102,921	\$109,184	\$111,916
23	\$78,124	\$91,889	\$102,921	\$109,184	\$111,916
24	\$78,124	\$91,889	\$106,009	\$112,461	\$115,270
25	\$78,124	\$91,889	\$106,009	\$112,461	\$115,270
26	\$78,124	\$91,889	\$106,009	\$112,461	\$115,270
27	\$78,124	\$91,889	\$109,186	\$115,837	\$118,733
28	\$78,124	\$91,889	\$109,186	\$115,837	\$118,733
29	\$78,124	\$91,889	\$109,186	\$115,837	\$118,733
30	\$78,124	\$91,889	\$112,463	\$119,309	\$122,378
Ph.D or Ed.D. - \$1,000.00 differential for earned doctorate Excluding Adult Education and Child Development Permit Teachers 7% Increase Board Approved 2.21.23					

ABC UNIFIED SCHOOL DISTRICT  
SPECIAL EDUCATION CERTIFICATED MEMBER'S SALARY SCHEDULE

2022-2023  
(Effective July 1, 2022)

STEP	A BA	B BA+30	C BA+45 or MA	D BA+60 inc. MA	E BA+75 inc. MA
1	\$67,158	\$68,760	\$70,403	\$72,089	\$73,816
2	\$67,799	\$69,418	\$71,078	\$72,777	\$74,521
3	\$70,066	\$71,743	\$73,457	\$75,218	\$77,022
4	\$72,408	\$74,145	\$75,922	\$77,744	\$79,611
5	\$74,839	\$76,630	\$78,471	\$80,358	\$82,291
6	\$77,351	\$79,207	\$81,112	\$83,066	\$85,063
7	\$79,949	\$81,872	\$83,844	\$85,864	\$87,935
8	\$82,643	\$84,632	\$86,672	\$88,762	\$90,904
9	\$82,643	\$87,489	\$89,597	\$91,759	\$93,978
10	\$82,643	\$90,443	\$92,626	\$94,866	\$97,159
11	\$82,643	\$93,499	\$95,763	\$98,077	\$100,453
12	\$82,643	\$96,666	\$99,008	\$101,404	\$103,863
13	\$82,643	\$96,666	\$99,008	\$104,847	\$107,392
14	\$82,643	\$96,666	\$99,008	\$104,847	\$107,392
15	\$82,643	\$96,666	\$101,884	\$107,901	\$110,519
16	\$82,643	\$96,666	\$101,884	\$107,901	\$110,519
17	\$82,643	\$96,666	\$101,884	\$107,901	\$110,519
18	\$82,643	\$96,666	\$104,848	\$111,047	\$113,746
19	\$82,643	\$96,666	\$104,848	\$111,047	\$113,746
20	\$82,643	\$96,666	\$104,848	\$111,047	\$113,746
21	\$82,643	\$96,666	\$107,903	\$114,283	\$117,066
22	\$82,643	\$96,666	\$107,903	\$114,283	\$117,066
23	\$82,643	\$96,666	\$107,903	\$114,283	\$117,066
24	\$82,643	\$96,666	\$111,049	\$117,622	\$120,483
25	\$82,643	\$96,666	\$111,049	\$117,622	\$120,483
26	\$82,643	\$96,666	\$111,049	\$117,622	\$120,483
27	\$82,643	\$96,666	\$114,285	\$121,061	\$124,010
28	\$82,643	\$96,666	\$114,285	\$121,061	\$124,010
29	\$82,643	\$96,666	\$114,285	\$121,061	\$124,010
30	\$82,643	\$96,666	\$117,624	\$124,598	\$127,724
Ph.D or Ed.D. - \$1,000.00 differential for earned doctorate Excluding Adult Education and Child Development Permit Teachers 9% Increase plus Stipend for \$2,806.00 Board Approved 2.21.23					

ABC UNIFIED SCHOOL DISTRICT  
SLP CERTIFICATED MEMBER'S SALARY SCHEDULE

2022-2023  
(Effective July 1, 2022)

STEP	A BA	B BA+30	C BA+45 or MA	D BA+60 inc. MA	E BA+75 inc. MA
1	\$72,102	\$73,763	\$75,466	\$77,214	\$79,004
2	\$72,766	\$74,444	\$76,165	\$77,927	\$79,735
3	\$75,117	\$76,855	\$78,632	\$80,457	\$82,327
4	\$77,544	\$79,345	\$81,187	\$83,076	\$85,012
5	\$80,065	\$81,922	\$83,830	\$85,786	\$87,790
6	\$82,669	\$84,593	\$86,568	\$88,593	\$90,663
7	\$85,362	\$87,356	\$89,400	\$91,494	\$93,641
8	\$88,155	\$90,217	\$92,332	\$94,499	\$96,719
9	\$88,155	\$93,179	\$95,364	\$97,606	\$99,906
10	\$88,155	\$96,241	\$98,504	\$100,827	\$103,204
11	\$88,155	\$99,409	\$101,757	\$104,155	\$106,619
12	\$88,155	\$102,692	\$105,121	\$107,604	\$110,154
13	\$88,155	\$102,692	\$105,121	\$111,174	\$113,812
14	\$88,155	\$102,692	\$105,121	\$111,174	\$113,812
15	\$88,155	\$102,692	\$108,103	\$114,340	\$117,054
16	\$88,155	\$102,692	\$108,103	\$114,340	\$117,054
17	\$88,155	\$102,692	\$108,103	\$114,340	\$117,054
18	\$88,155	\$102,692	\$111,175	\$117,601	\$120,399
19	\$88,155	\$102,692	\$111,175	\$117,601	\$120,399
20	\$88,155	\$102,692	\$111,175	\$117,601	\$120,399
21	\$88,155	\$102,692	\$114,342	\$120,956	\$123,841
22	\$88,155	\$102,692	\$114,342	\$120,956	\$123,841
23	\$88,155	\$102,692	\$114,342	\$120,956	\$123,841
24	\$88,155	\$102,692	\$117,604	\$124,418	\$127,384
25	\$88,155	\$102,692	\$117,604	\$124,418	\$127,384
26	\$88,155	\$102,692	\$117,604	\$124,418	\$127,384
27	\$88,155	\$102,692	\$120,959	\$127,983	\$131,040
28	\$88,155	\$102,692	\$120,959	\$127,983	\$131,040
29	\$88,155	\$102,692	\$120,959	\$127,983	\$131,040
30	\$88,155	\$102,692	\$124,420	\$131,650	\$134,890
Ph.D or Ed.D. - \$1,000.00 differential for earned doctorate Excluding Adult Education and Child Development Permit Teachers 13% Increase plus Stipend for \$5,000.00 Board Approved 2.21.23					

## **ABC UNIFIED SCHOOL DISTRICT**

### **HOURLY RATE PAY SCHEDULES**

**2022-2023**

(Effective July 1, 2022)

#### **TK-12/Nurses Hourly Rate Pay Schedule**

TK-12 Work without Students (i.e. Committee Work, Workshops, Professional Learning):	\$40.00
Effective Summer School 2022, TK-12 Instruction with Students (i.e. Summer School, Home Teaching; Other Hourly Teaching):	\$50.00
Effective Summer School 2022, Nurse Hourly:	\$60.00
Effective January 31, 2022, Secondary Additional Period Option Assignment:	\$60.00

#### **Special Education Hourly Rate Pay Schedule**

Special Education Professional Work without Students (i.e. Committee Work, Workshops, Professional Learning):	\$40.00
Effective Summer School 2022, Special Education Instruction with Students (i.e. Summer School, Home Teaching; Other Hourly Teaching):	\$50.00
Effective January 31, 2022, Secondary Additional Period Option Assignment:	\$60.00

#### **Speech and Language Pathologist Hourly Rate Pay Schedule**

Effective Summer School 2022, Speech and Language Pathologist Hourly:	\$60.00
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# **Extra Pay for Extra Service Schedule 2022-2023 Certificated**

## **COACHING STIPEND GUIDELINES**

1. Schools may only use stipends if the sport is CIF-recognized and the school fields a team and competes at that level in league or as a free-lance fully scheduled independent team.
2. Only ABCFT unit members coaching two or more high school sports (100% in each sport) per school year shall be paid a stipend of \$1,704 at the conclusion of the second assignment.
3. A coach may only receive one stipend per season.
4. Varsity coaches participating in CIF playoffs will be paid 10% per week starting with the first practice week after league or qualifying play is completed.
5. Coaching opportunities shall be offered to all ABCFT bargaining unit members.

### **Payment Schedule of Extra Pay for Extra Service**

1. Payment for serving as a certificated coach will be issued after the completion of the season.
2. Payment for serving in the following extra service assignments will be issued after the completion of the extra service assignment: camp supervisor, play, spring musical, winter production.
3. Payment for serving as an activities director and/or athletic director will be paid monthly.
4. Payment for serving in any special education extra service assignment will be paid monthly.
5. Payment for all other extra service assignments, not noted in numbers 1-4 above, will be paid in December and May.

Board approved 6/6/12

**Senior High School Athletic Coaching Assignments:****Co-Ed Football:**

Varsity Head Football	\$ 4,612
Varsity Assistant Football (6)	\$ 2,794
Freshman Head Football	\$ 2,515
Freshman Assistant Football	\$ 2,235

**Co-Ed Swimming**

Varsity Head Swim (2)	\$ 3,037
Aquatics Assistant (2 per year)	\$ 2,515

**Boys**

Varsity Head Cross Country	\$ 2,794
Varsity Assistant Cross Country	\$ 2,515

Varsity Head Wrestling	\$3,255
Varsity Assistant Wrestling	\$ 2,515

Varsity Head Water Polo	\$ 2,819
JV Head Water Polo	\$ 2,515

Varsity Head Tennis	\$ 2,794
JV Head Tennis	\$ 2,235

Varsity Head Baseball	\$ 3,494
JV Head Baseball	\$ 2,794
Freshman Head Baseball	\$ 2,235

Varsity Head Golf	\$ 2,794
JV Head Golf	\$ 1,956

Varsity Head Basketball	\$ 3,773
JV Head Basketball	\$ 2,794
Freshman Head Basketball	\$ 2,235
Basketball Assistant Any Level	\$ 2,235

Varsity Head Soccer	\$ 3,214
JV Head Soccer	\$ 2,235

Varsity Head Volleyball	\$ 3,255
JV Head Volleyball	\$ 2,515
Freshman Head Volleyball	\$ 2,235

**Co-Ed Track**

Varsity Head Track (2)	\$3,255
Varsity Assistant Track (3)	\$2,515

**Co-Ed Badminton**

Varsity Head Badminton	\$2,794
JV Head Badminton	\$2,318

**Competitive Cheer**

Varsity Head Cheer	\$3,037
JV Head Cheer	\$2,515

**Girls**

Varsity Head Cross Country	\$2,794
Varsity Assistant Cross	\$2,515

Varsity Head Wrestling	\$3,255
Varsity Assistant Wrestling	\$2,515

Varsity Head Water Polo	\$ 2,819
JV Head Water Polo	\$ 2,515

Varsity Head Tennis	\$ 2,794
JV Head Tennis	\$ 2,235

Varsity Head Softball	\$ 3,494
JV Head Softball	\$ 2,794
Freshman Head Softball	\$ 2,235

Varsity Head Golf	\$ 2,794
JV Head Golf	\$ 1,956

Varsity Head Basketball	\$ 3,773
JV Head Basketball	\$ 2,794
Freshman Head Basketball	\$ 2,235
Basketball Assistant Any Level	\$ 2,235

Varsity Head Soccer	\$ 3,214
JV Head Soccer	\$ 2,235

Varsity Head Volleyball	\$ 3,255
JV Head Volleyball	\$ 2,515
Freshman Head Volleyball	\$ 2,235
Varsity Head Beach Volleyball	\$3,255

JV Head Beach Volleyball	\$2,235
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**Middle School Athletic Coaching Assignments:** Per Sport Assignment \$1,517



**ELEMENTARY SCHOOLS**

Assistant to Principal	\$ 3,723	Combination Class Teacher	\$ 1,896
Band Director	\$ 3,163	Team Leader	\$ 1,897
Building Leader	\$ 3,163	Technology Coordinator	\$ 3,161
Camp Supervisor (2)	\$ 335		

**MIDDLE SCHOOLS AND TRACY HIGH SCHOOL**

Activities/Student Council	\$ 1,588	Pep Squad	\$ 1,476
Annual	\$ 1,588	Technology Coordinator	\$ 3,161
Band Director (Middle School Only)	\$ 1,588	Teen Parent Program Coordinator	\$ 2,335
Drama	\$ 1,476		

**SENIOR HIGH SCHOOLS**

Academic Decathlon	\$ 2,290	Drill Team	\$ 2,954
Activities Director	\$ 4,323	Model United Nations	\$ 3,585
Annual	\$ 2,509	Model United Nations Assistant	\$ 2,130
Athletic Director	\$ 4,323	News Release	\$ 1,519
Athletic Director Assistant	\$ 2,749	Newspaper	\$ 2,509
Band Director	\$ 3,399	Pep Squad	\$ 2,954
Class Advisor:		Play	\$ 2,509
Freshman	\$ 829	Stage Director	\$ 2,335
Sophomore	\$ 997	Spring Musical	\$ 2,335
Junior	\$ 1,243	Technology Coordinator (2)	\$ 3,161
Senior	\$ 1,650	Winter Production	\$ 1,068
Department Chairperson:			
2-4 Teachers	\$ 1,897		
5-7 Teachers	\$ 2,335		
8-9 Teachers	\$ 3,889		
10-14 Teachers	\$ 4,305		
15-+ Teachers	\$ 4,726		

**SPECIAL EDUCATION**

Resource Specialist with Two-Site Assignment	\$ 668	Special Education/Bilingual	\$ 668
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**OTHER ASSIGNMENTS**

Bilingual Class Teacher +	\$ 2,335	Nurse	\$ 494
Head of District Program *	\$ 4,435	Resource/Specialist Teacher *	\$ 2,335
Middle School Sports Coordinator *	\$ 3,793		

\* Requires Special District Approval.

+ Teachers receiving Bilingual Class stipends shall not receive an additional stipend for assignments listed in the "Special Education" or "Other Assignment" categories.

Children's Center Split Shift Differential - \$111.38 per month

Distasteful Duty Differential (Infant and Children's Center) - \$158.09 per month

## **ARTICLE XI: HEALTH AND WELFARE BENEFITS**

- A. The District shall provide a maximum contribution for health benefits to each unit member equal to the cost of the Kaiser Medical-Family, District Dental, District Medical Eye Services and Unum Insurance plans. Cash in Lieu: Unit members who do not use the full District contribution will be paid the excess Health and Welfare monies up to the allotted amount.

Beginning July 1, 2022, all new employees will be provided with the Blue Shield Trio plan at no cost to the employee and the employee will be able to choose their provider beginning with their 3rd year of service to ABC Unified School District.

- B. Unit members shall be entitled to purchase dependent coverage for health insurance via payroll deduction. (Dependents may include spouse, child, or domestic partner.)
- C. **Level of Benefits:**

<u>Unit Members Under Contract</u>	<u>Adult School</u>		<u>CTE Secondary</u>	
	<u>Work Schedule</u>	<u>Level of Benefits</u>	<u>Work Schedule</u>	<u>Level of Benefits</u>
Prorated to correspond with percentage of contract (at least 50%)	18-22 hrs.	50%	4 sections	50%
	23-26 hrs.	62-1/2%	plus prep period	
	27-31 hrs.	75%		
	32-35 hrs.	87-1/2%	5 sections	100%
	Over 35 hrs.	100%	plus prep period	

\*All unit members working more than 50 percent must participate in the then applicable current medical and dental plans.

- D. Any unit member who has worked a 10-month school year shall have coverage for 12 months for which premiums have been paid. Unit members who are employed subsequent to the first day of the school year and who serve one-half (1/2) or more of the duty days in the first month of employment (September to June) shall have insurance benefits commence on the first day of the month following the effective date of their employment.

Unit members who are employed subsequent to the first day of the school year and who serve less than one-half (1/2) of the duty days in the first month of employment (September to June) shall have insurance benefits commence on the first day of the second month following the effective date of their employment.

- E. Unit members who terminate their employment prior to the close of the school year shall be under the District's insurance programs through the last day of the month for which insurance premiums have been paid. Unit members who terminate during the first half of a month shall have coverage through the end of that month. Unit members who terminate during the last half of a month shall have coverage through the end of the following month.
- F. Employees may opt for early retirement with the District continuing to make a full or pro-rata contribution to medical insurance for employees under the following

conditions:

1. Employees must have reached age 55 but must be less than age 65.
  2. Employees must have rendered ten (10) or more years of service to the District.
  3. The District's contribution toward medical insurance coverage shall be the same as provided currently-employed employees, but the level of benefit shall be no greater than that which was held in the year immediately preceding early retirement.
  4. Employee's medical insurance premiums will only be paid by the District for a maximum of seven (7) years or until such time as the employee reaches age 65.
  5. When both a husband and wife who are eligible for early retirement benefits retire from the District, the District will only pay the premiums of one "head of household" and the spouse will be carried as a dependent, but in the event of the death of the "head of household" the District will continue coverage by promptly paying the medical insurance premiums of the surviving spouse. The District shall continue to pay such premiums until the time the surviving spouse reaches age 65 or until the expiration of seven (7) years from the date the surviving spouse retired.
- G. Except for the express provisions contained in this Contract, the District's Health and Welfare Policy and Administrative Regulation shall control the administration of all health and welfare benefits. The District may modify or revise its rules and regulations governing the administration of the Health and Welfare Benefit Program so long as such modifications or revisions are not contrary to or inconsistent with the terms of this Contract.
- H. Coverage shall be continued for dependents of a covered unit member (if dependents do not have other coverage) for the remainder of the calendar year following the death of said member.
- I. The following are the Health and Welfare Benefits available to unit members during the 2022-23 school year:

**Hospital and Major Medical Health Insurance**

**Identification**

Blue Shield PPO	Employee, Two-Party and Family
Blue Shield Access + HMO	Employee, Two-Party and Family
Blue Shield Local Access + HMO	Employee, Two-Party and Family
Blue Shield Trio ACO HMO	Employee, Two-Party and Family
Kaiser Permanente HMO	Employee, Two-Party and Family

\* Employees have the option to waive medical coverage with proof of other medical insurance.

**Life Insurance**

Unum	\$50,000 Group Term Life w/Accidental Death and Dismemberment (Employee only)
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**Dental Insurance**

Delta Dental	Employee and Family
MetLife Dental HMO	Employee and Family

**Vision**

EyeMed Vision	Employee and Family
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**ARTICLE XII: SAFETY CONDITIONS**

- A. The District shall be responsible for providing safe working conditions for unit members according to OSHA standards. These provisions shall not be subject to Article XVI: Grievance Procedures, unless the issue is not within the jurisdiction of OSHA.
- B. Unit members shall be responsible for complying with all District safety standards and for practicing basic safety measures.
- C. The District shall maintain a management system for the monitoring of working conditions and for the correction of unsafe, unhealthy and/or unsanitary conditions.
- D. Unit members shall report existing or potentially unsafe, unhealthy and/or unsanitary conditions to their immediate supervisors. Oral reports should be followed by a written report.
- E. If steps to correct the hazardous conditions have not been taken within 24 hours and the threat of potential danger remains to the unit member, the district shall provide a new workstation for the unit member.
- F. Unit members shall not be required to perform duties under conditions that pose an immediate threat to the safety of the unit member. In exercising the foregoing right, unit members shall not neglect the responsibility to provide for the safety of students.
- G. Unit members, acting within the scope of their duties and responsibilities, may exercise the amount of physical control reasonably necessary to protect themselves, maintain order, protect property, or protect the health and safety of pupils.
- H. All unit members' workstations shall be equipped with an operational two-way communications system.
- I. Unit members shall promptly report cases of verbal (online or in-person) attack or physical assault suffered by them in the performance of their duties to their immediate supervisor who shall promptly report the same to the appropriate law enforcement authorities.
- J. The District shall supply the following assistance to any unit member who has suffered threats of verbal or online intimidation, bodily harm (as mutually determined by

administrator and unit member) or actual assault:

1. The offending student will be removed from the classroom to an administrator's care until the student's return to class has been recommended and agreed upon by the administrator and the assaulted unit member.
  2. The District shall provide to any unit member who suffers bodily harm by an individual or group while carrying out his/her assigned duties, reasonable cooperation in the identification of any alleged assailant/s and/or witness/es and in securing any physical evidence required by the unit member for preparation of a law suit against the assailant/s.
- K. The District will work with teachers exercising their right of classroom suspension as defined in Education Code 48910.
- L. Compensation for damage to a unit member's automobile due to vandalism and/or theft shall be paid provided that the site administrator is notified of such damage and has reasonable cause to believe that the damage occurred while the unit member was on duty on District premises or on duty at a school-sponsored activity. The District shall reimburse the unit member's insurance deductible up to a maximum of five hundred (\$500). Claims of less than fifty dollars (\$50) will not be accepted. Appropriate claim forms must be submitted to the District within five (5) working days of the incident. A unit member is limited to one (1) claim per school year.
1. Compensation for a unit member's equipment used in direct classroom instruction which is damaged on or stolen from District premises shall be paid in accordance with procedures set forth in Section L above subject to the following additional requirements:
    - a. Use of instructional equipment must have been previously approved in writing by the site administrator. Unit members who do not receive prior administrative approval shall assume the risk of any damage to or loss of their instructional equipment.
    - b. The damage to or loss of the instructional equipment must not have been caused by the negligence or carelessness of a unit member.
    - c. The unit member must comply with any procedures established by the site administrator for securing and protecting the instructional equipment.
- M. In compliance with California Education Code 49079, teachers shall be fully informed by the school district of each pupil in their class load who has engaged in or reasonably suspected to have engaged in any unlawful act as described in Education Code 48900 except possession or use of tobacco. The District shall provide the information to all teachers having regular contact with the student based upon any records that the district maintains or receives from a law enforcement agency regarding the student. Any information received by a teacher shall be held in confidence for the limited purpose of which it was provided and shall not be further disseminated by the teacher.

## **ARTICLE XIII: TRANSFER**

### **A. Definition**

A transfer is the relocation of a unit member from one school site to another school site. Transfers fall into two categories:

1. Voluntary transfers that are initiated at the request of a unit member, and
2. Involuntary transfers that are initiated by the District.

### **B. Posting of Vacancies**

1. Unit members holding proper credentialing qualifications who file requests for transfer on proper District forms shall be notified of vacancies and shall be offered the opportunity to be interviewed by the site administrator when appropriate vacancies occur. During the summer months unit members shall be contacted via email.
2. The District shall post all vacancy notices immediately at each work site. These notices shall contain a posting date and a closing date for filing requests for transfers that shall be at least five (5) working days after the posting date.
3. The Union President shall receive copies of all vacancy notices.

### **C. Voluntary Transfers**

1. **Current school year:** Unit members may file a request for a current school year transfer at any time during the school year. Such requests shall remain active until June 15 of the current school year.
2. **Ensuing school year:** Requests for transfer for the ensuing school year may be filed at any time with Human Resources but should be on file beginning March 1 and will expire September 30.
3. Voluntary transfers will normally be effective at the beginning of a school year.
4. All requests for transfer shall be submitted on the proper District form to Human Resources. The immediate supervisor shall be informed by Human Resources upon the unit member's being granted an interview for a vacant position. The immediate supervisor may not deny a unit member's request for transfer.
5. The filing of a request for transfer is without prejudice to the unit member. Such requests shall not jeopardize the unit member's present position.
6. All other factors being equal, unit members will be placed in vacant positions before non-unit members.
7. Unit members interviewed for a known vacancy will be notified when a site

administrator has made a final selection. Unit members interviewed for a known vacancy will be notified of the date of the final selection and that they can find out the results by contacting Human Resources on or after that day.

- a. Unit members who are interviewed and not selected for a vacancy may request and will be granted a conference with the selecting administrator to discuss the reason(s) for the denial of the request for transfer.
  - b. If a non-tenured teacher is being considered over any tenured teacher, the tenured member may request a conference of the interviewing administrator and current administrator, the Superintendent and/or designee and a Union representative. The conference will be held within five (5) working days of the decision given to the Human Resources Assistant Superintendent and the position will remain unfilled until the conference is held.
8. Individual unit members may initiate an exchange of site assignments for the following school year, providing there is agreement with the involved site administrators. At the conclusion of the school year, if all parties agree, the exchange of assignment shall become the current assignment of the exchanged teachers.

**D. Involuntary Transfers**

1. Involuntary transfers may be made for any of the following reasons:
  - a. To resolve any credentialing problem relating to a unit member's authorization for service.
  - b. To decrease the number of unit members in a school because the school is overstaffed in accordance with Article I: Class Size.
  - c. To decrease the number of unit members in a school because of reduced enrollment.
  - d. To balance a school staff in accordance with the District's Affirmative Action Program. Upon request, affected unit members will be issued by the District a full written account of the site's/program's staffing balance in terms of ethnicity and gender.
  - e. To meet changes in curriculum needs such as addition, deletion, or modification of programs and/or specific curriculum requirements.
  - f. To carry out a site/program supervisor's recommendation that the transfer of a unit member will likely result in a more satisfactory level of service by the unit member.

Procedure to be followed in effecting such a transfer.

- (1) The unit member's immediate supervisor shall state in writing his/her concern over the unit member's service.

- (2) The unit member will be given ninety (90) calendar days to improve his/her service in accordance with mutually established standards as agreed upon by the unit member and site administrator. If it is impossible for the unit member and the site administrator to arrive at mutually established standards, the site administrator shall set those standards and the unit member shall have a right to sign a statement that he/she disagrees with those standards and shall also have the right to attach his/her statement to the administrative standards form.
  - (3) If at the end of the ninety (90) calendar day period, the unit member has not met the criteria as established in item (2) the immediate supervisor may proceed with the request for an involuntary transfer.
- g. To deal with an extraordinary situation in which the Superintendent concludes that failure to act will have a deleterious effect on the schools or students thereof and the transfer of the unit member will be in the best interest of the District.
2. Voluntary transfers will be given consideration prior to involuntary transfers for reasons D.1.b, c, d, and e.
3. Criteria to be considered in carrying out involuntary transfers D.1.b, c, d, and e.
  - a. The certification qualifications of the unit member.
  - b. The seniority status of the unit member with the District. The unit member with the least seniority will be transferred unless there is good reason for bypassing such unit member. Such reasons include the maintenance of a well-balanced staff in terms of race, ethnicity, gender, subject qualifications, and in extraordinary circumstances, age.
4. Unit members may only be involuntarily transferred for reasons D.1.b, c, d, e, and f once every three (3) school years.
5. Site administrators shall notify unit members when they are being considered for an involuntary transfer. The site administrator shall meet with the unit member to discuss the reasons for considering that unit member for an involuntary transfer.
6. At least three days prior to the initiation of any involuntary transfer other than those initiated for disciplinary reasons, site administrators shall notify their entire staff of the need for such a transfer in order to ascertain the availability of any other unit member willing to volunteer to transfer in place of the affected unit member.
7. Unit members who are affected by District initiated transfers will be given the opportunity to apply for any vacant positions in the District.
8. All unit members transferring because of reasons D.1.b, c, d, e, and f (voluntary



or involuntary) will be considered an involuntary transfer.

**E. Resource Specialists/Special Day Class Teachers**

1. Resource specialists and special day class teachers may be assigned by the District as needs arise. The District shall determine their sites and assignments with due consideration for individual preferences.
2. In the event that a special day or resource specialist class closes with no available vacancies, the unassigned unit member may exercise seniority in the particular program to displace the least senior resource specialist or special day class teacher (or other resource specialist or special day class teacher who voluntarily chooses to return to the general classroom) in accordance with the following procedures:
  - a. Prior to any displacement, the District shall actively seek volunteers willing to return to the general classroom.
  - b. If the Superintendent or designee determines that displacement of the least senior resource specialist or special day class teacher in the program would result in an unbalanced staff in terms of race, ethnicity, gender, subject qualifications and, in extraordinary circumstances, age, then the next least senior resource specialist or special day class teacher shall be displaced.
  - c. If the Superintendent or designee determines that displacement of the least senior resource specialist or special day class teacher would adversely affect special program needs (e.g., bilingual, co-curricular), then the next least senior resource specialist or special day class teacher shall be displaced.
  - d. Upon request, a displaced unit member shall receive a full verbal account of the reasons for his/her displacement.
3. Seniority for these purposes is based on the number of years of service in a particular program, and does not affect a resource specialist's or special day class teacher's District seniority for purposes of layoff.

**F. Assignments**

1. A unit member will be given notice of class/site assignment for the ensuing school year prior to the close of school in June. The District shall immediately notify the affected unit member during the summer (via District email, phone, or U.S. mail) of any change in assignment.
2. The District shall make every effort to seek a volunteer and/or rotate equitably the assignment of teachers to combination classes
  - a. The combination class teacher will receive the equivalent of one additional planning day per trimester paid for by the District.

3. The District shall make every effort to schedule no more than two (2) room changes during the day for each secondary unit member.
4. When a change of assignment is needed, principals will meaningfully involve the affected members of their staff. Voluntary grade level transfers will be solicited prior to involuntary grade transfers.

**G. Preparation for New Assignments**

1. **New assignment:** Unit members who are transferred during the school year will be given as much notice as possible. Unit members who are transferred during the school year will be allowed no more than five (5) days or no more than twenty (20) paid hours of preparation time prior to the effective date of the transfer. Unit members involuntarily transferred at the end of the school year will be allowed no more than twenty (20) hours of paid time to move materials. The District will provide assistance in moving the unit member's materials to the new work location.
2. **Reassignment:** If a unit member is required to teach a new or different subject matter involving a new preparation at the current site during the school year, s/he shall be given two (2) pupil-free days for preparation. If a change in assignment is solely an addition of subjects currently being taught, no pupil-free days will be given.

**ARTICLE XIV: REDUCED-SERVICES EMPLOYMENT REDUCTION IN WORK SCHEDULE**

**A. Reduced-Services Employment**

1. The District agrees that a unit member may apply for reduced-services as described in Education Code Sections 44922, 22724, and 89516 with full-time contribution to the State Teachers' Retirement System when the unit member complies with the following:
  - a. The unit member must have reached age 55 but must be less than age 65 before the beginning of the reduced-time employment work year.
  - b. The unit member must have accrued not less than ten (10) years of STRS membership before accepting the reduced-time employment.
2. Unit members may not participate in the reduced-service employment plan for a period greater than five (5) years and may not participate in the plan after age 65.
3. Unit members who have participated in the reduced-services employment plan shall not participate in the early retirement incentive program.
4. Reduced-services employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during the final year of service in a full-time position.

5. The unit member shall be paid a salary which is the pro rata share of the salary that would have been earned had the unit member not elected to exercise the option of reduced-services employment.
6. The District and unit member shall contribute amounts to the State Teachers' Retirement System as determined by state statute.
7. The District will continue to pay the full premiums for a unit member on reduced-services employment to participate in the District's Health and Welfare Benefit Program.
8. **Request Procedure**
  - a. The unit member shall file an application for reduced-services employment with his/her immediate supervisor.
  - b. The immediate supervisor shall review and recommend appropriate action and forward the application to the appropriate director/division head.
  - c. The director/division head shall review and recommend appropriate action and forward the application to Human Resources.
  - d. The Assistant Superintendent-Human Resources or designee shall review the request and take appropriate action. If approved, the item will be carried to the Board of Education for action.
  - e. The unit member shall be notified by Human Resources as to the official disposition of the unit member's application within two (2) working days of the Board meeting.
9. A unit member may only return to full-time employment at the sole discretion of the District.

**B. Reduction in Work Schedule**

1. A unit member, at the sole discretion of the District, shall have the option of reducing his/her work schedule.
  - a. Reduced work schedule employment shall be a proportional equivalent of the number of days or time of service required by the unit members' calendar of the current year.
  - b. The unit member shall be paid a salary which is the pro rata share of the salary that would have been earned had the unit member not elected to exercise the option of reduction in work schedule.

c. **Request Procedure**

- 1) The unit member shall file an application for reduction in work schedule with his/her immediate supervisor.
- 2) The immediate supervisor shall review and recommend appropriate action and forward the application to the appropriate director/division head.
- 3) The director/division head shall review and recommend appropriate action and forward the application to Human Resources.
- 4) The Assistant Superintendent-Human Resources or designee shall review the request and take appropriate action. If approved, the item will be carried to the Board of Education for action.
- 5) The unit member shall be notified by Human Resources as to the official disposition of the unit member's application within two (2) working days of the Board meeting.

2. Two unit members, at the sole discretion of the District, shall have the option to share one full job responsibility provided that:

- a. Both unit members are willing to work together as a team.
- b. The professional duties can be divided.
- c. Both unit members adhere to similar teaching philosophies and discipline codes.
- d. Both unit members agree to provide and establish stability in the learning environment for students.
- e. The job sharing work schedule shall be a proportional equivalent of the number of days or time of service required by the unit members' calendar of the current year.
- f. The unit member shall be paid a salary which is the pro rata share of the salary that would have been earned had the unit member not elected to exercise the option of job sharing.

g. **Request Procedure**

- 1) The unit member shall file an application for reduction in work schedule with his/her immediate supervisor.
- 2) The immediate supervisor shall review and recommend appropriate action and forward the application to the appropriate director/division head.

- 3) The director/division head shall review and recommend appropriate action and forward the application to Human Resources.
  - 4) The Assistant Superintendent-Human Resources or designee shall review the request and take appropriate action. If approved, the item will be carried to the Board of Education for action.
  - 5) The unit member shall be notified by Human Resources as to the official disposition of the unit member's application within two working days of the Board meeting.
3. Such unit members shall receive District Health and Welfare Benefit Program contributions on a prorated basis and shall have the option to pay the remainder of the premiums equal to full benefits.
  4. A unit member may only return to full-time employment at the sole discretion of the District.

#### **ARTICLE XV: EVALUATION PROCEDURES**

- Nurses: The District and ABCFT agree to pilot the Nurses Evaluation forms during the 2022-2023 school year.
- TOSA: The District and ABCFT agree to develop TOSA Evaluation forms in the 2022-2023 school year and pilot them in the 2023-2024 school year.
- Teachers: The District and ABCFT agree to update the teacher evaluation forms with the California Standards for the Teaching Profession (CSTP) language after the State pilot of new CSTP standards and pilot the teacher evaluation forms aligned to the 2009 state-approved version of the CSTP in the 2022-2023 school year.

##### **A. Frequency of Evaluation:**

Probationary unit members shall be evaluated at least once each year. Permanent unit members shall be evaluated at least once every two years. Those unit members who have been employed by the District at least ten years, are Highly Qualified as defined in 20 U.S.C. Section 7801, and whose previous evaluation was satisfactory shall be evaluated at least once every three years. Both the unit member and the evaluator must consent to this schedule.

The unit member or evaluator may withdraw consent for this evaluation cycle at any time. The determination to extend or withdraw consent by the District shall be at the sole discretion of the evaluator. The decision to withdraw consent by the evaluator shall be based on specifically identified reasons or concerns with performance of the California Standards for the Teaching Profession (CSTP) that are communicated to the unit member by the evaluator. All unit members shall set goals and objectives each year.

### **CTE Evaluation Cycle**

CTE Teachers who receive three consecutive satisfactory evaluations will be eligible to be evaluated on a two-year cycle moving forward.

- B. **Evaluator:** The evaluator shall be the unit member's immediate supervisor and/or any other management employee with knowledge of the unit member and the program, and consistent with the stated purpose of this article. A unit member shall be notified of who is to be his/her evaluator prior to October 15.
- C. Evaluators shall, prior to October 15, hold one or more staff meetings to explain the evaluation procedure, techniques for assessment, and to review the evaluation calendar for the year. All statements on the evaluation shall be related to meeting the California Standards for the Teaching Profession (CSTP) and expectations of the District.
- D. **Setting Objectives of Performance**
  - 1. By October 15<sup>th</sup> of each year, each unit member and unit member's evaluator shall meet in a Professional Evaluation Conference to select a mutually determined element from each of the CSTPs and how achievement of the element will be measured. The date of the conference will begin the period for observation and follow-up conferences that may be necessary to the evaluation process.
  - 2. One or two elements from each of the CSTPs listed on the Certificated Employee Evaluation Report Form below shall be checked during the initial conference and be the focus of the evaluation for the school year:
    - a. Engaging and supporting all students in learning.
    - b. Creating and maintaining effective environment for student learning.
    - c. Understanding and organizing subject matter for student learning.
    - d. Planning instruction and designing learning experiences for all students.
    - e. Assessing student learning.
    - f. Developing as a professional educator.
  - 3. The evaluation shall be based upon the unit member's eclectic approach to instructional methodology and shall be subject to review at any time during the school year by either the unit member or the evaluator. Nothing herein shall preclude the evaluator or evaluatee from proposing or requiring additional elements of the standards to be added subsequent to the initial evaluation conference if it is noted on the observation form and discussed in the post observation conference.
  - 4. A good-faith effort will be made to reach mutual agreement on the above-

mentioned elements of the CSTPs to be evaluated and the assessment methods. If the unit member and the evaluator cannot reach mutual agreement, the evaluator shall determine the elements and assessment methods. The unit member may note for the record and attach to the evaluation report form his or her disagreement with the decisions of the evaluator. If this is not satisfactory, the unit member, with the Union President or designee, may then confer with the Assistant Superintendent-Human Resources before a final determination is made.

5. The techniques to be used for assessing the meeting of the elements of the CSTPs shall be listed in the Certificated Employee Evaluation Handbook and each unit member being evaluated shall be given a copy of the handbook prior to October 15.

**E. Monitoring and Evaluation Procedures**

1. The evaluator shall monitor such activities of the unit member as he/she deems necessary to evaluate the unit member's progress toward meeting the CSTPs determined in the Certificated Employee Evaluation Report. This monitoring phase shall include such observations as the evaluator feels necessary and such conferences as either the evaluator or the unit member feels necessary. The initial observation shall take place by February 15 of each school year.
2. If the evaluator observes that improvement is needed or required in meeting the CSTPs, these areas in need of improvement must be noted on the observation form. The post observation conference should focus on addressing the concerns and, if needed, on designing an Improvement Plan on the District form covering:
  - a. Standard(s) where improvement is needed;
  - b. Mutually agreed upon assistance plan/specific suggestions for improvement;
  - c. Administrative resources to assist with improvement;
  - d. Evidence of improvement (specific assessment techniques and methods to be used to measure improvement);
  - e. Follow-up observation schedule.
3. The site administrator and the unit member shall make a good faith effort to take such action as is necessary to correct any deficiencies in the unit member's performance as cited on the Formal Observation Form.
4. If a tenured unit member is to receive a "Does Not Meet Standard" or an administrative recommendation other than "Recommended For Re-employment," that unit member will have been informed during a post observation conference and such concern(s) will have been addressed in the Formal Observation Report and on an Improvement Plan, that has been developed and distributed no later than April 15.

5. No later than May 15 of the school year, in which the evaluation takes place, a written copy of the evaluation shall be presented to the unit member.
  6. By the end of the school year, a conference will be held between the unit member and the unit member's evaluator to discuss the written evaluation.
  7. At the final conference each of the six standards will be checked as "Standard Met" or "Standard Not Met" based on the element chosen as the focus area. If "Standard Not Met" is marked, the evaluator will explain in the Summative Review Comments section of the evaluation form.
  8. A unit member shall have a period of ten (10) days following the final conference to prepare and submit a written reaction in response to the evaluation. Such response will become a permanent attachment to the evaluation and be placed in the unit member's personnel file.
  9. If "Recommended for reemployment with participation in the PASS Program" is marked on the final evaluation as the Administrative Recommendation, the coordinator of the PASS Program must be notified by June 1 about the referral in order to review the recommendation for eligibility prior to the close of the current school year.
  10. The PASS program will allow for volunteer support to begin at any time during the school year and to provide the same number of support hours for participants if they volunteer or are recommended to participate in the program. A PASS Coach will have up to 12 hours per month to provide support for a PASS Participant and hours will be prorated for a PASS Coach who begins providing support to a PASS Participant mid-year. PASS Coordinator will receive up to 30 hours per quarter for their work with PASS Coaches and the PASS Council. PASS Council Members will receive up to 10 hours per quarter for their work on the Council. If there are no participants in the PASS program, no hours will be paid to the PASS Coordinator or PASS Council and if a participant begins mid year the hours for the PASS Coordinator and PASS Council will be prorated.
- F. Evaluation of a unit member's performance shall not be predicated upon lawful, non-school-related personal activities which have no impact on the unit member's effectiveness as an employee.
- G. This Article (Article XV) shall not apply to non-status Adult School teachers except for provisions stated in Article XVIII: Adult School.
- H. Nothing in this article shall be construed to allow for any interpretation, application, or alleged violation with regard to the substance, objectives, assessment techniques, or criteria determined by the Certificated Employee Evaluation Report Form; nor shall it be construed to contest the judgment of the evaluator about the degree of success in an accomplishment of a CSTP; any grievance shall be limited to a claim that the evaluation procedures in Article XV have been violated or that there has been an unreasonable application of the procedures.



- I. ABCUSD and ABCFT will sign a Side Letter agreeing to a joint committee to revise the evaluation article and develop a pilot to test the revised procedures prior to negotiating changes to the collective bargaining agreement.

#### **ARTICLE XVI: PERSONNEL FILE MATERIALS**

- A. Materials in personnel files (District and site) of unit members which may serve as a basis for affecting the status of their employment shall be made available for inspection by the person involved.
- B. The personnel files shall contain the evaluations of the unit member's performance and any attachments as provided for in this article.
- C. Information of a derogatory nature shall not be placed in a unit member's permanent personnel file until such information is substantiated by the District and the unit member is supplied with a copy and has had an opportunity to respond in writing to the material and such response is attached to such statements.
  1. A unit member may inspect materials in his/her personnel file at a time mutually convenient to the unit member and the Director(s) charged with maintaining the file. Such inspection shall not occur at a time the unit member is required to render instructional service to the District.
  2. A unit member may be accompanied by his/her representative at such time as he/she is given an opportunity to review the material in his/her personnel file.
- D. Derogatory information or allegations shall be included in the unit members personnel file only if the completion of the following steps verifies the allegation(s):
  1. The supervisor has notified the unit member in writing of the allegation within twenty (20) days of the alleged event or when the supervisor could reasonably be expected to know of the event which gave rise to the allegation(s).
  2. The unit member has been notified in writing of the allegation, and such allegation(s) shall be signed by the complainant.
  3. The unit member has been afforded an opportunity to meet with and question the person or persons making the allegation. The allegation(s) shall not be included in the unit member's personnel file if the complainant refuses to attend the meeting.
  4. The alleging party has been apprised of legal constraints under which derogatory material may be placed in a unit member's file and the allegation has not been withdrawn.
  5. The unit member has had the opportunity to have his/her written response to the allegation(s) included in the file.

## **ARTICLE XVII: GRIEVANCE PROCEDURES**

### **A. Definition of Terms**

1. A grievance is an allegation that there has been a violation, misinterpretation, or misapplication of the specific provisions of this Contract.
2. A grievant may be any party covered by the terms of this Contract.
3. A day is a day in which the District office is open for business except that when a grievance is filed subsequent to May 1 and prior to the end of the school year, the time limits shall be regarded as calendar days. Any time limit affected by the Winter holidays or Spring vacation shall be extended by five (5) days.
4. The immediate supervisor is the supervising administrator having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

### **B. Regulations**

1. All documents, communications, and records dealing with the processing of the grievance shall be filed separately from the personnel files of the participants.
2. No reprisals of any kind shall be taken by any member or representative of the District against a grievant or other participants who assisted the grievant nor shall any reprisals of any kind be taken by the Union against the District, any District employee, or any participant in the grievance procedure by reason of such participation or decisions.
3. Nothing contained in this Article shall be construed as authorizing the Union to participate in a grievance brought by a unit member unless at the grievant's request, except that no grievance shall be considered settled without the Union having been given a copy of the proposed resolution and having had an opportunity to respond.
4. Union grievances shall be filed with the Assistant Superintendent-Human Resources or designee.
5. The grievant may be represented by Union representatives at all meetings and hearings above the informal level after the unit member has notified the unit member's immediate supervisor of the grievance.
6. The time limits specified herein may be extended by mutual agreement of the parties.
7. A copy of all grievance forms shall be filed with the Assistant Superintendent-Human Resources or designee and the Union President.
8. Individual personnel documents introduced as evidence shall be restricted to those contained in the District Human Resources Office.

9. The District will provide release time for the grievant, Union representatives, and District-employed witnesses whenever the District agrees to a conference or meeting concerning any part of the grievance process, including the arbitration hearing.

C. **Informal Level**

Before filing a formal written grievance, the grievant shall notify the immediate supervisor of the grievance. The grievant may participate in an informal conference with the site administrator with the object of resolving the matter informally.

D. **Formal Level**

1. **Level I:**

If the informal conference has not resulted in a settlement, the grievant may file a formal grievance.

- a. A formal grievance must be filed on the appropriate District form with the immediate supervisor within twenty (20) days after the occurrence or act of omission giving rise to the grievance or when the grievant could reasonably be expected to know of the event which gives rise to the grievance.
- b. The immediate supervisor shall communicate his/her response to the unit member in writing within ten (10) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
- c. Within the above time limits, either party may request a personal conference with the other party and Union representatives may be present at such a conference.

2. **Level II:**

- a. If the grievance is not resolved at Level I, the grievant may appeal the response on the appropriate District form to the Superintendent (or designee) within ten (10) days of receipt of the Level I response.
- b. A conference shall be held at the request of either the grievant or the Superintendent (or designee) within six (6) days of receipt of the appeal.
- c. The Superintendent (or designee) shall communicate his/her response to the grievant and the immediate supervisor of the grievant in writing within ten (10) days after receiving the appeal.
- d. If the Superintendent (or designee) does not respond within the above time limits, the grievant may appeal to the next level.

3. **Level III:**

- a. If the grievance is not resolved at formal Level II, the grievant may request that the Union submit the grievance to arbitration. The grievant shall make such request within ten (10) days after receiving the Level II decision. The Union shall notify the Superintendent in writing within ten (10) days after receipt of the request from the grievant that the grievance has been submitted for arbitration.
- b. The Union and the District shall attempt to agree upon an arbitrator. If no agreement can be reached within five (5) days, they shall request that the American Arbitration Association's selection procedures be initiated.
- c. The fees and expenses of the arbitrator shall be borne equally by the District and the Union. All other expenses shall be borne by the party incurring them.
- d. It shall be the function of the arbitrator to make an award that will resolve the grievance. The arbitrator shall be subject to the following limitations:
  - 1) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Contract.
  - 2) The arbitrator shall have no power to establish the structure of the salary schedule.
  - 3) If necessary, the arbitrator, by referring to the written grievance and answers thereto at each previous step, shall determine whether a grievance exists.
  - 4) After a hearing, the arbitrator shall submit, in writing, to all parties his/her findings in an award that will be final and binding on the parties.
- e. The arbitrator may hear and determine only one grievance at a time unless the District and the Union agree otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.
- f. The parties may mutually agree to utilize expedited arbitration procedures.
- g. Either party may request a reporter to record the entire arbitration hearing. The cost of service and the expense of such report shall be paid by the party requesting the report or shared by the parties if both mutually agree.

## **ARTICLE XVIII: ADULT EDUCATION**

- A. Unit members employed in the Adult Education Program shall be covered by the Articles of this Contract unless exempted in this Article.

B. **Definitions**

1. **Full-Time Adult Education Unit Member**

Thirty-six (36) hours per week shall be considered a full-time assignment in the Adult Education Program. Hours assigned over 36 will be considered an extra-pay assignment.

2. **Status Adult Education Unit Member (Probationary or Permanent)**

Any person who is employed to teach Adult Education classes for at least twenty-one and six-tenths (21.6) hours per week shall be classified as a status adult education unit member.

3. **Non-status Adult Education Unit Member (Temporary)**

Any person who is employed to teach Adult Education classes less than twenty-one and six-tenths (21.6) hours per week shall be classified as a non-status Adult Education unit member.

C. **Permanent Status**

A status Adult Education unit member will attain c with the District by teaching a minimum of 75 percent or three out of four quarters of the regular adult school year per year for two (2) consecutive years.

1. The permanency hours of an Adult Education unit member shall be based on service which is equivalent to the average number of hours per week that the unit member served during his/her probationary years.

2. Permanency shall not be attained for more than thirty-six (36) hours per week.

Adult Education unit members who have attained permanency at a level below thirty-six (36) hours and are subsequently increased in hours may have their permanency increased pursuant to an average of the three (3) years of most recent experience.

3. Unit members with permanency in the regular day school who become eligible for permanency in the Adult Education program shall at the time of being eligible elect whether their permanency will be with the regular day school or Adult Education.

**D. Posting of Adult Education Vacancies**

1. The District will post status Adult Education vacancies and Non-status Adult Education vacancies that have a minimum of twenty-one and six-tenths (21.6) hours in the same manner in which regular school vacancies are posted.
2. Status Adult Education vacancies and non-Status Adult Education vacancies which have a minimum of twenty-one and six-tenths (21.6) hours shall contain a posting date and a closing date at least six (6) days after the posting date.
3. Status Adult Education vacancies and non-Status Adult Education vacancies which have a minimum of twenty-one and six-tenths (21.6) hours which occur and will be filled during the school year will be posted and distributed through normal distribution channels.
4. Non-status Adult Education unit members and status Adult Education unit members working less than thirty-six (36) hours who wish to increase their number of teaching hours shall file a letter of interest on a District request form submitted to the District Human Resources Office.
  - a. All factors being equal, first consideration (not offer of employment) will be given to increasing the hours of currently employed non-status Adult Education unit members in filling vacancies.
  - b. Upon request, currently employed non-status and status Adult Education unit members not selected may request a conference with the Superintendent and/or designee, Adult School administrator, and a Union representative. The conference will be held within five (5) working days of the decision given to the Assistant Superintendent, Human Resources and/or designee.
  - c. Both a. and b. above also apply to Adult School Summer School hiring.
  - d. ABCFT and District representatives will work jointly to develop terminology that is mutually acceptable to delineate the factors which would be considered prior to offers of employment, including seniority as a tie-break, all other factors being considered first.

**E. Notification of Assignment**

All Adult Education unit members shall be given notice by their immediate supervisors of tentative class assignments for the next ensuing fall semester prior to the close of the preceding spring semester. Notification of changes in class assignments for the spring semester will be given two (2) weeks prior to end of the fall semester. All unit members will be given notification of reduction and/or elimination of hours no less than one (1) week before such a change takes place, whenever administratively practicable.

**F. Sick Leaves**

Adult Education unit members shall be credited with one (1) hour of sick leave for

every 18 hours of contracted service on an unlimited accumulated basis. A separate hourly sick leave bank will be established separate and apart from any other bank of days of sick leave to which the unit member may be entitled.

G. **Calendar**

The Adult Education calendar is 177 days exclusive of scheduled holidays.

H. **Reduction in Service**

1. ABC Adult School classes will not be canceled after midterm (quarter, semester, intersession), except for good reason. Procedures for cancellation of classes during the first two (2) class meetings will follow the procedures as outlined in Article XVIII: M. Class Meeting Procedures, with the option to extend classes at district discretion.
2. Should the average daily attendance decline or a particular service or class be reduced or discontinued, the District may reduce the service of Adult Education unit members (permanent as well as probationary). No permanent Adult Education unit member shall be terminated or reduced while any probationary Adult Education unit member or any status Adult Education unit member with less seniority is retained to render a service which said Adult Education unit member is certificated and competent to render.
3. The District shall make assignments and reassignments in such a manner that Adult Education unit members who have a minimum of a twenty-one and six-tenths (21.6) hour assignment shall be retained to render any service which their seniority and qualifications entitle them to render.

I. **Experience Credit**

Status Adult Education unit members who serve seventy-five (75) percent or three out of four quarters of the total hours of their assignment in Adult Education in a given school year shall be given a year of experience credit on the unit members' salary schedule.

J. **Evaluation**

1. The performance evaluation of status Adult Education unit members shall follow the procedures in Article XV: Evaluation Procedures.
2. All non-status Adult Education instructors may be evaluated.

K. **Health and Welfare Benefits**

See Article XI: Health and Welfare Benefits.

**L. Adult Education Calendar**

1. An Adult School calendar, excluding Summer School, will be defined for all unit members in Adult Education. These calendars will be issued at the close of each school year, will be tentative and such modifications, as needed, will be made no later than September 1.
2. During the week preceding the beginning of the Adult Education fall semester, status Adult Education unit members assigned to the Computer Training Center and English as a Second Language programs will be scheduled for a minimum of fourteen (14) hours preparation/orientation of which a maximum of seven (7) hours may be scheduled for general staff meetings by the Adult School administration. Adult School administrators may at their discretion schedule the 14 hours of orientation/preparation other than during the week preceding the fall semester when it is of benefit to the Adult Education program and mutually agreed upon by the majority of affected unit members and the Adult School administration. Status and non-status unit members not covered by the preceding paragraphs may be scheduled on a voluntary basis and will be paid for preparation/ orientation. Time, date, and duration will be at the discretion of the Adult School administration. All unit members not in attendance will be given a written record of essential information.
3. On the last day of scheduled instruction of each term all Adult Education Instructors shall have a non-instructional period consisting of 20% of their regular weekly hours. Twenty-five percent of the time may be scheduled by the administrator in charge and 75% of that time is to be used for evaluation, grading and other activities related to the close of the quarter or trimester.

**M. Class Meeting Procedures**

PROCEDURES FOR FIRST TWO (2) CLASS MEETINGS DEPENDING ON THE NUMBER OF STUDENTS  
TURN INTO THE OFFICE:

	Number of Students Attending	Length of Class Meeting	Collected Money, Completed "Cash Collection Form"	Completed "Registration" & Enrollment" Forms	Completed "Attendance/ Grade Record"	Report of Student Attendance At First Class Meeting
First Class Meeting	20 and over	As Scheduled	Yes (if applicable)	Yes	Yes	Yes
	16-19	1-hour & have students return for next scheduled class	No (do not do either)	Yes (for the 1 hour)	Yes (for the 1 hour)	Yes
	0-15	1 hour and drop class	No (do not do either)	Yes* (for the 1 hour)	Yes* (for the 1 hour)	Yes*
(0-15 classes)		If class is less		Yes – for	Yes – add	



would have been dropped at first class meeting and not have met a second time)	16-19	than 20, go 1 hour and drop class	No	students not attending first meeting (for the 1 hour)	names to the list who did attend first meeting (for the 1 hour)	N/A
Second Class Meeting	If 20 or more for the first	As scheduled	Yes (if applicable)	Yes (for those students not at first meeting)	Yes (add on students attending the class for the first time)	N/A

\* Complete all paperwork even if only one student attends. Classes may be extended at the discretion of the administration.

#### N. **Adult Education Substitutes**

Adult Education unit members, status/non-status, will be called first to be utilized as substitutes within the Adult Education program based on credentials and experience in the courses they are assigned. Substitute hours shall not count toward achieving status, nor increase hours of status unit members. Unit Members desiring substitute hours must submit a request form. Compensation shall be based on the current Adult Education hourly rate of the unit member substituting.

#### O. **Duty Day**

1. The duty day for Adult Education unit members shall be the number of paid hours assigned, during which time the unit member will perform instructional and non-instructional duties related to their Adult Education assignment. The following provisions of Article VIII, Duty Day, are not applicable to Adult Education Unit members: VIII A 1, A.2, A.3, A.4, A.5, B.3, B.6, B.8, B.9, B.10, and B.12, C.
2. Insofar as possible, the Adult Education unit members' duty day shall consist of a continuous assignment. Due to the unique nature of the Adult Education program, it may be necessary to establish split schedules to meet program requirements. Prior to the establishment of a split schedule, the responsible Adult Education administrator shall discuss alternatives and options with the unit member. Where a split schedule is necessary, the following will apply unless the unit member voluntarily agrees to the split schedule, with the understanding that a statement signed by a unit member does not waive these items:
  - a. A split schedule will not include more than one unpaid period of time exclusive of lunch, dinner, or breaks.
  - b. The unpaid period for split schedule will be a minimum of 3-1/2 hours.
3. Provisions 2.a and 2.b do not apply to status Adult Education teachers who began service in ABC Adult Education prior to September 1, 1983.

P. **Salary**

1. Adult Education unit members shall be compensated according to the following schedule:

ABC UNIFIED SCHOOL DISTRICT  
ADULT SCHOOL SALARY SCHEDULE  
2022-2023  
(Effective July 1, 2022)

Step		Hourly Rate
1		\$53.98
2		\$54.99
3	(3-4 years)	\$55.49
4	(5-6 years)	\$56.19
5	(7-8 years)	\$56.83
6	(9-10 years)	\$57.63
7	(11-12 years)	\$58.17
8	(13-19 years)	\$58.70
9	(20+ years)	\$59.43
<b>Stipends:</b> Teachers with a MA/MS will receive a \$500 annual stipend.  7% Increase Board Approved 2.21.23		

Beginning in the 2022-2023 school year, the longevity stipends for adult school unit members will be as follows:

Longevity Stipend (9-14 years)	\$1,000.00 annually
Longevity Stipend (15-19 years)	\$1,500.00 annually
Longevity Stipend (20+ years)	\$2,000.00 annually

2. Adult Education unit members employed during the winter break, spring break, or summer intersession will be entitled to compensation at the same Adult Education hourly rate to which the unit member would be entitled during the regular Adult Education school year.
3. Adult Education unit members shall be entitled to one step advancement per year for each year of continuous service. The year of service must be equivalent to 75 percent of the weeks of the adopted Adult School calendar for the regular school year.
4. Unit members receiving degree and/or longevity stipends will have their base salary calculated on the basis of their current salary schedule placement plus any earned degree and/or longevity stipends.

Q. **Professional Development**

All adult education instructors assigned to a new course or an existing course with

new requirements shall be eligible to attend up to fifteen (15) hours of professional development training upon the pre-approval of the Adult School principal or designee. The Adult School will fund the professional development training.

R. **Retirement**

1. Status Adult Education teachers will have the same retirement benefits as the elementary and secondary teachers in the District.
2. The District agrees that Status Adult Education unit members will be eligible to receive the benefits as outlined in Board Policy 4117.1(B), Early Retirement Incentive Program.

**ARTICLE XIX: CAREER TECHNICAL EDUCATION (CTE) SECONDARY**

- A. Unit members employed in the Career Technical Education (CTE) Program for Secondary shall be covered by the Articles of this Contract unless exempted in this Article.

B. **Definitions**

CTE unit member shall be defined as a member who holds a CTE certification and is contracted to teach CTE courses only.

C. **Posting of Career Technical Education Vacancies**

The District will post Career Technical Education (CTE) vacancies in the same manner in which regular school vacancies are posted.

D. **Notification of Assignment**

All Career Education unit members shall be given notice by their immediate supervisors of tentative class assignments for the next ensuing fall semester prior to the close of the preceding spring semester. Notification of changes in class assignments for the spring semester will be given two (2) weeks prior to end of the fall semester. All CTE unit members will be given notification of reduction and/or elimination of hours no less than one (1) week before such a change takes place, whenever administratively practicable.

E. **Permanency**

A CTE Unit member will attain permanency with the District by teaching two (2) consecutive years in the District and completing at least 75 percent of the contracted workdays in each school year. CTE unit members in their first two years, who work less than 75 percent of the contracted workdays will not move forward to permanency until the two consecutive years are met.

- a. Current CTE unit members who have already completed the above-mentioned criteria will be considered permanent.

F. **Reduction in Service**

- a. CTE classes will not be canceled unless the student requests for the course declines or a particular pathway or class needs to be reduced or discontinued due to changes in the job market, industry needs, funding for materials, etc.
- b. The District may reduce the service of CTE unit members (permanent as well as probationary). No permanent CTE unit member shall be terminated or reduced while any probationary CTE unit member or any temporary CTE unit member with less seniority is retained to render a service which said CTE unit member is certificated and competent to render.
- c. The District shall make assignments and reassignments in such a manner that Permanent CTE unit members shall be retained to render any service which their seniority and qualifications entitle them to render.

G. **Sick Leaves**

See Article XXI: Leaves of Absence

H. **Calendar**

See Article VII: School Calendars

I. **Experience Credit**

Career Technical Education unit members who serve seventy-five (75) percent or three out of four quarters of the total sections of their assignment in CTE in a given school year shall be given a year of experience credit on the unit members' salary schedule.

J. **Evaluation**

See Article XV: Evaluation Procedures

K. **Health and Welfare Benefits**

See Article XI: Health and Welfare Benefits

L. **Duty Day**

See Article VIII: Duty Day

**M. Salary**

1. Career Technical Education Secondary unit members shall be compensated according to the following schedule:

ABC UNIFIED SCHOOL DISTRICT  
CAREER TECHNICAL EDUCATION SALARY SCHEDULE  
2022-2023  
(Effective July 1, 2022)

Step	A = No BA	B = BA	C = BA+45 or MA
1	\$62,284	\$64,496	\$66,110
2	\$63,446	\$65,142	\$66,770
3	\$64,032	\$67,424	\$69,107
4	\$64,835	\$69,781	\$71,526
5	\$65,581	\$70,222	\$74,028
6	\$66,503	\$74,751	\$76,622
7	\$67,118	\$77,367	\$79,304
8	\$67,732	\$80,077	\$82,080
9	\$68,573	\$82,881	\$84,949
10	\$68,573	\$85,781	\$87,924
11	\$68,573	\$88,781	\$91,004
12	\$68,573	\$91,889	\$94,189
13-14	\$68,573	\$91,889	\$94,189
15-17	\$68,573	\$91,889	\$97,013
18-20	\$68,573	\$91,889	\$99,922
21-23	\$68,573	\$91,889	\$102,921
24-26	\$68,573	\$91,889	\$106,009
27-29	\$68,573	\$91,889	\$109,186
30+	\$68,573	\$91,889	\$112,463
7% Increase Board Approved 2.21.23			

The Hourly Rate for CTE unit members is as follows:

- i. Career Technical Education (CTE) Work without Students (i.e. Committee Work, Workshops, Professional Learning): \$40.00
- ii. Effective Summer School 2022, CTE Instruction with Students (i.e. Summer School, Home Teaching, Other Hourly Teaching): \$50.00
- iii. Effective January 31, 2022, Secondary Additional Period Option Assignment: \$60.00

Ph.D. or Ed.D. - \$1,000.00 differential for earned doctorate.

Beginning in the 2022-2023 school year, a longevity amount for CTE unit members with "No BA" only will be as follows:

- i. Longevity Stipend (10-14 years) \$1,000.00 annually

- ii. Longevity Stipend (15-20 years) \$1,500.00 annually
  - iii. Longevity Stipend (21+ years) \$2,000.00 annually
- 2. CTE unit members employed during the winter break, spring break, or summer intersession will be entitled to compensation at the same District hourly rate.
- 3. CTE unit members shall be entitled to one step advancement per year for each year of continuous service. The year of service must be equivalent to 75 percent of the weeks of the adopted TK-12 calendar for the regular school year.
- 4. Unit members receiving degree and/or longevity stipends will have their base salary calculated on the basis of their current salary schedule placement plus any earned degree and/or longevity.

**N. Paid Preparation Period**

CTE unit members who are assigned 4 or more sections shall receive a paid prep period.

**O. Retirement**

- 1. CTE unit members will have the same retirement benefits as the elementary and secondary teachers in the District.
- 2. The District agrees that CTE unit members will be eligible to receive the benefits as outlined in Board Policy 4117.1(B), Early Retirement Incentive Program.

**ARTICLE XX: CHILD DEVELOPMENT PERMIT TEACHERS**

- A. Unit members employed as Child Development Permit (CDP) teachers shall be covered by the Articles of this Contract unless exempted in this Article.

**B. Definitions**

- a. A CDP unit member shall be defined as a member who holds a Child Development permit and is contracted to teach Head Start, State Preschool, Infant Center, and/or Expanded Learning Program (ABC EXCELS) only.

**C. Posting of Child Development Permit Vacancies**

- a. The District will post Child Development Permit (CDP) vacancies in the same manner in which regular school vacancies are posted.

**D. Notification of Assignment**

- a. All Child Development Permit unit members will be given notice of class/site assignment for the ensuing school year prior to the close of the current school

year. The District shall immediately notify the affected unit member during the summer (via District email, phone, or U.S. Mail) of any change in assignment.

E. **Permanency**

- a. Child Development Permit (CDP) unit members will attain permanency with the District by teaching two (2) consecutive years in the district and completing at least 75 percent of the contracted workdays in each school year. CDP unit members in their first two years, who work less than 75 percent of the contracted workdays will not move forward to permanency until the two consecutive years are met.
- b. Current CDP unit members who have met the requirement for permanency at the end of the 2021-2022 school year, will be considered permanent.

F. **Reduction in Service**

- a. The District may reduce the service of CDP unit members (permanent as well as probationary). No permanent CDP unit members shall be terminated or reduced while any probationary CDP unit member or any temporary CDP unit member with less seniority is retained to render a service which said CDP unit member is certified and competent to render.
- b. The District shall make assignments and reassignments in such a manner that Permanent CDP unit members shall be retained to render any service which their seniority and qualifications entitle them to render

G. **Sick Leave**

- a. See Article XXI: Leaves of Absence

H. **Calendar**

- a. See Article VII: School Calendars

I. **Experience Credit**

- a. Child Development Permit unit members who serve seventy-five (75) percent of their assignment in CDP in a given school year shall be given a year of experience credit on the unit member's salary schedule.

J. **Evaluation**

- a. See Article XV: Evaluation Procedures

K. **Health and Welfare Benefits**

- a. See Article XI: Health and Welfare Benefits

L. **Duty Day**

- a. The duty day for CDP unit members shall be eight (8) hours per day, unless the unit member is contracted for less hours based on program need, and is inclusive of a working lunch period to be scheduled by the unit member's immediate supervisor.
- b. The provisions of Article VIII: Duty Day are not applicable to CDP unit members.

M. **Salary**

- a. Child Development Permit Teachers shall be compensated according to the salary schedule below and salary will be based on contract hours:

CHILD DEVELOPMENT PERMIT TEACHERS SALARY SCHEDULE  
2022-2023  
(Effective July 1, 2022)  
10 Months  
8 Hour Day

Step	CLASS I C.D. PERMIT	CLASS II C.D.P. +70 UNITS or AA	CLASS III BA or BS Including Clear Permit	CLASS IV BA or BS. +30 UNITS
1	\$ 42,648	\$ 44,355	\$ 46,293	\$ 47,514
2	\$ 43,928	\$ 45,686	\$ 47,514	\$ 48,938
3	\$ 45,246	\$ 47,055	\$ 48,938	\$ 50,407
4	\$ 46,603	\$ 48,468	\$ 50,407	\$ 51,919
5	\$ 46,603	\$ 50,515	\$ 51,919	\$ 53,475
6	\$ 46,603	\$ 50,515	\$ 53,475	\$ 55,081
7	\$ 46,603	\$ 51,847	\$ 55,081	\$ 56,732
8	\$ 46,603	\$ 52,962	\$ 56,732	\$ 58,435
9	\$ 46,603	\$ 54,551	\$ 58,435	\$ 60,189

9% Increase Board Approved 2.21.23



### Classification Requirements:

Class I:	Child Development Permit (C.D.P.)
Class II:	Child Development Permit plus 70 semester units of credit or AA
Class III:	BA or BS Including Clear Permit
Class IV:	BA or BS + 30 Semester Units

Teachers with a MA/MS will receive a \$500 annual stipend.

- a. Effective July 1, 2022, Child Development Permit (CDP) Teachers hourly rate will be the per diem rate for the CDP Teachers (this includes any work done during fall, winter, spring, or summer breaks.
- b. Beginning in the 2022-2023 school year, a longevity stipend for child development permit unit members will be implemented as follows:
  - i. Longevity Stipend (9-14 years) \$1,000.00 annually
  - ii. Longevity Stipend (15-19 years) \$1,500.00 annually
  - iii. Longevity Stipend (20+ years) \$2,000.00 annually
- c. Unit members receiving degree and/or longevity stipends will have their base salary calculated on the basis of their current salary schedule placement plus any earned degree and/or longevity stipends.

Sections A and D, Article X: Salaries shall not be applicable to Child Development Teachers. All other sections of Article X: Salary shall be applicable.

#### N. **Child Development Staff Meetings**

- a. Expanded Learning Program (ABC EXCELS): Staff meetings for the Expanded Learning Program (ABC EXCELS) contracted teachers will held before or after the duty day. Staff meetings will not exceed 4 hours per month.
- b. Infant Center and State Preschool: Staff meetings will be conducted as part of the duty day. Proper student to staff ratios will be maintained at all times (per Title 22).
- c. Head Start: Staff meetings for the Head Start Teachers will be held after student dismissal. Staff meetings will meet the Federal Head Start Program Performance Standards and grantee guidelines.

#### O. **Retirement**

- a. CDP unit members will have the same retirement benefits as the elementary and secondary teachers in the District.

- b. The District agrees that CDP unit members will be eligible to receive the benefits as outlined in Board Policy 4117.1 (B), Early Retirement Incentive Program.

## **ARTICLE XXI: LEAVES OF ABSENCE**

A leave of absence is an authorization for a unit member to be absent from duty for an approved purpose and generally for a specific period of time.

With the exception of any unpaid leave (see Article XXI, Section F), a leave protects the unit member by holding a place for such unit member in the District until the leave expires, with the right to return to the assignment he/she vacated at the conclusion of the leave, providing such an assignment is a part of the site's curricular program. If not, the unit member shall be reassigned by the District to an assignment similar to the one held at the time leave was granted.

Unit members may request leaves of absence in accordance with the leave provisions.

### **Leaves of Absence - General**

#### **A. Leaves of Absence (With Pay)**

1. Bereavement (page 73)
2. Serious/Critical Family Illness (page 74)
3. Illness or Accident (Sick Leave) (page 75)
4. Personal Necessity (page 77)
5. Industrial Accident and Illness (Coordinated Pay) (page 77)
6. Judicial (Coordinated Pay) (page 79)
7. Maternity (page 80)
8. Parental Leave (page 81)
9. Sabbatical (Half Pay) (page 82)
10. Vacation for Child Development Program (page 87)

#### **B. Leaves of Absence (Without Pay)**

1. Child Care (page 88)
2. Graduate Study (page 88)
3. Health (after exhaustion of all sick leave benefits) (page 89)
4. Peace Corps (page 89)
5. Personal (page 89)
6. Rest and Recuperation (page 90)
7. Teaching Overseas or in a Foreign Country (page 91)
8. Travel (page 92)
9. Unauthorized (page 92)

**C. Benefits While On Paid Leaves Of Absence**

1. Unit members on approved paid leaves of absence will have the leave time count toward sick leave, step advancement, and eligibility for other leaves except that while on sabbatical leave unit members shall not earn sick leave benefits.
2. Unit members on approved paid leaves of absence shall not be considered to have a break in service for purposes of participating in the Health and Welfare Benefits provided in Article XI with District paid premiums.

**D. Benefits While On Unpaid Leaves Of Absence**

1. Unit members on approved unpaid leaves of absence shall not have the leave time count toward sick leave, step advancement, or eligibility for other leaves. Unit members on Peace Corps and Teaching Overseas leaves who otherwise meet eligibility requirements will have the leave time count toward step advancement.
2. Unit members on approved unpaid leaves of absence will be eligible to participate in the health and welfare benefits of Article XI provided the unit member pays the full cost of premiums for self and for family members, if applicable. To remain eligible for participation, the employee shall remit the full monthly premium to the District one (1) month in advance of the month of the benefit coverage. Unit members who fail to remit the premiums as provided above may be deemed to be ineligible for further participation in the benefit program. Continuation of such participation shall be subject to the underwriting rules of the various insurance carriers.
  - a. If a unit member serves one-half (1/2) or more of the duty days in a month in which an approved unpaid leave begins, the District will make its regular contribution to the unit member's health and welfare benefit coverage at the first of the month following the start of the leave. Thereafter, the unit member may participate under the conditions enumerated in D.2. above.
  - b. If a unit member serves less than one-half (1/2) the duty days in a month in which an approved unpaid leave begins, the unit member will be responsible for the full amount of any monthly premiums to be paid at the first of the month following the start of the leave.
3. Unit members on unpaid leaves of absence who render service for 75 percent or more of the required time of service in a given school year will have the year count toward step (increment) advancement on the Salary Schedule.
4. Unit members returning from unpaid leave shall be entitled to return to an assignment similar to the one held at the time leave was granted. If an assignment still exists, then the unit member returning from leave will be reassigned to the same school and assignment from which the leave was granted. If not, the unit member shall be reassigned by the District.

5. Requests to return to service prior to the expiration date of an approved leave will be considered on the basis of District needs. The District shall not be under any obligation to permit an early return from leave.
6. If a unit member fails to report for duty at the expiration of an approved leave without just cause, this shall be considered sufficient cause for dismissal. At the time the leave is granted the District will give written notification to unit members of this leave condition.
7. While on an unpaid leave of absence or unauthorized leave, unit members shall not be eligible to benefit from any paid leave of absence provided by this article except at the discretion of the District.
8. Unpaid leaves shall not be extended except at the discretion of the District. Unit members shall return to work at the expiration of an approved leave or shall resign from the District.

**E. Request Procedure for Paid Leaves of Absence**

1. Unit members who need to take a leave of absence for Bereavement, Critical Family Illness, Industrial Accident or Illness, Illness or Accident, or Personal Necessity shall notify and report their absence on the District absence management system. The District absence management system shall send notification to the immediate supervisor when the absence is put into the system.
2. Unit members, excluding Adult School, who do not know that they will need to be absent until after 4:30 P.M. of the day preceding their absence shall notify the District Human Resources Office by using the District's absence management system at least one and one half (1 1/2) hours prior to the scheduled reporting time for the day of the emergency absence.
3. The unit member shall call the District's absence management system to report an absence or use the online absence management system and give the following information:
  - a. The start date and the end date of the absence. The start time and the end time for the absence, if the times differ from the normal work times (i.e., a half-day absence), provide the specific times.
  - b. The reason for the absence.
  - c. Inform the District's absence management system of one of the following:
    1. Find any substitute available;
    2. Do not provide substitute;
    3. Confirm substitute has been scheduled.

- d. Assignments or directions for classes and helpful suggestions for the substitute; location of grade book; seating chart; and lesson plans.
- 2. Unit members who need to take leave of absence for Judicial or Maternity shall submit a request for such leave on the proper District form to the Human Resources Office through their immediate supervisor.
  - a. Requests for Maternity leaves shall be made at least two (2) months prior to the commencement of such leaves.
  - b. Requests for Judicial leaves shall be made as soon as possible after a unit member receives a Court Order to appear.
- 3. Unit members who wish to request a Sabbatical leave of absence shall comply with Section D. of the Sabbatical leave.
- 4. Unit members requesting paid leaves of absence shall provide the following information in support of their request for such leave.
  - a. **Industrial Accident or Illness:** A copy of any physician's statement relating to the accident or illness; and an Employer's Report of Occupational Injury or Illness.
  - b. **Judicial:** Official notification to appear for jury duty or answer a subpoena as a witness in a major criminal or civil proceeding.
  - c. **Maternity:** District Maternity Leave form completed by unit member's physician.

F. **Return to Service from Paid Leave of Absence**

- 1. Upon return to service a unit member shall complete and submit a Certification of Absence form to his/her immediate supervisor stipulating the reason for the absence.
- 2. Unit members returning to duty from illness involving surgery, serious illness, or extended absence shall be required to present a doctor's statement verifying medical release to return to duty, including any restrictions.
- 3. If the absence is due to illness or injury and is five (5) or more days in length, the District may require a statement from a physician verifying the reason for the absence. The District may require such verification for an absence of less than five (5) days if the District has reason to believe that the absence may not have been used for proper leave purposes.

G. **Request for Unpaid Leaves of Absence**

1. Unit members who wish to request a Child Care, Graduate Studies, Health, Peace Corps, Personal, Rest and Recuperation, Teaching Overseas, or Travel leave shall submit a request for such leave on the proper District form to the Human Resources Office through their immediate supervisor.

Unit members shall provide the following information in support of their request for leave.

- a. **Graduate Studies**: A listing of the program of graduate studies.
- b. **Health**: Physician's statement indicating a prognosis as to the duration of illness or expected time period for recovery from injury.
- c. **Peace Corps**: Verification of acceptance into the Peace Corps.
- d. **Personal**: A personal statement of the reason for requesting leave.
- e. **Rest and Recuperation**: Physician's statement verifying the need for rest and recuperation.
- f. **Teaching Overseas**: Verification of acceptance to teach overseas.
- g. **Travel**: Proposed travel plan.

H. **Return to Service from Unpaid Leave of Absence**

1. Unit members on leave during the first semester shall file a letter of intent to return by December 15.
2. Unit members on a year's leave of absence or longer or a second semester leave shall file a letter of intent to return by April 1.
3. Failure to notify the District by the above-mentioned dates regarding whether or not the unit member desires to return may result in termination of employment upon expiration of the leave.

I. **Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)**

Under the Family and Medical Leave Act of 1993 (FMLA) and the California Family Rights Act of 1993 (CFRA), if an employee has more than 12 months of service with the District and has worked at least 1,250 hours in the 12-month period before the date they want to begin their leave, the employee may have a right to an unpaid family care medical leave (FMLA/CFRA leave) of up to 12 work weeks in a 12-month period. FMLA/CFRA leave must be granted for the employee's own serious health condition, the serious health condition of specified family members, or the birth or placement for adoption or foster care of a new child. The 12 weeks of FMLA leave shall run concurrently with CFRA leave, except when the leave is for pregnancy or pregnancy-related disability.

The employee's absence will be counted against their annual FMLA leave entitlement and their annual CFRA entitlement. The employee's FMLA and CFRA leave shall run concurrently with all accrued leaves, including vacations, sick leave and any other paid or unpaid time negotiated with the district. During the employee's FMLA/CFRA leave, their health benefits will be maintained under the same conditions as if they continued to work and they will be eligible to request an unpaid personal leave of absence at the end of their FMLA leave.

If the employee does not return to work following FMLA and/or CFRA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition that would entitle the employee to FMLA and/or CFRA leave; or (2) other circumstances beyond the employee's control, they may be required to reimburse the district for the District's share of health insurance premiums paid on the employee's behalf during their FMLA and/or CFRA leave.

While on leave, the employee will be required to furnish the District with periodic reports every 30 days of their status and intent to return to work. Should the employee's serious health condition continue beyond the end date of the note from their healthcare provider, the employee will be required to furnish recertification relating to a serious health condition.

#### **Bereavement - Leave of Absence (With Pay)**

##### **A. Definition**

1. A Bereavement Leave is a leave granted to a unit member due to the loss by death of a person closely related by blood or marriage and as such considered a member of a unit member's "immediate family."

2. "Immediate family" shall be defined to include:

Brother (Brother-in-law)

Daughter (Stepdaughter, Foster Daughter, Daughter-in-law)

Domestic Partner

Father (Stepfather, Foster Father)

Father-in-law

Granddaughter

Grandfather

Grandmother

Grandson

Husband

Mother (Stepmother, Foster Mother)

Mother-in-law

Sister (Sister-in-law)

Son (Stepson, Foster Son, Son-in-law)

Wife

Or any person living in the immediate household of the unit member. Extenuating circumstances (e.g., fiancé/fiancée, very close friend, aunt, uncle, niece, and nephew) may be approved by the Assistant Superintendent-Human Resources or designee.

3. The definition herein and above shall also be interpreted to include:
  - a. Official Notice in time of war that a member of the "immediate family" is "missing in action."
  - b. Official notice that a deceased member of the immediate family is being returned by the armed forces for internment in this country.

**B. Compensation**

1. Unit members shall be entitled to regular salary for a maximum of three (3) days' absence for each instance of absence due to bereavement or for a total of five (5) days if two (2) additional days are granted for travel.
2. Salary payment must be authorized by the unit member's immediate supervisor and reported on the monthly time report.

**Serious or Critical Family Illness - Leave of Absence (With Pay)**

**A. Definition**

1. A Serious or Critical Family Illness Leave is a leave granted to a unit member whose presence is needed because a member of his/her "immediate family" is seriously or critically ill.

"Serious or Critical Illness" shall be defined as one in which the illness may lead to irreparable harm. Surgery will be considered as falling within the definition of "Serious or Critical Illness."

2. "Immediate family" is defined to include:

Brother (Brother-in-law)  
Daughter (Stepdaughter, Foster Daughter, Daughter-in-law)  
Domestic Partner  
Father (Stepfather, Foster Father)  
Father-in-law  
Granddaughter  
Grandfather  
Grandmother  
Grandson  
Husband  
Mother (Stepmother, Foster Mother)  
Mother-in-law  
Sister (Sister-in-law)  
Son (Stepson, Foster Son, Son-in-law)  
Wife

Or any person living in the immediate household of the unit member. Extenuating circumstances (e.g., fiancé/fiancée, very close friend, aunt, uncle, niece, nephew) may be approved by the Assistant Superintendent-Human Resources or designee.

3. The unit member shall provide verification by a physician's certification that the



family illness is serious or critical in nature if the unit member's immediate supervisor has reason to believe that the leave benefit may not have been used for proper leave purposes.

**B. Length of Leave**

A unit member shall be entitled to three (3) days of paid leave for Serious or Critical Family Illness during any one (1) year. Such leave is not accumulated.

**C. Compensation**

1. All Status unit members shall be entitled to three (3) days of paid leave for Serious or Critical Family illness during any one (1) year. Such leave is not accumulated.

Non-Status Adult School and Independent Study/Alternative Education Hourly teachers whose work schedules consist of varying hours per day or days per week regardless of the number of hours or days per week shall be entitled to pay for Critical Family Illness Leave at a rate equal to the amount earned for an average work day within the current pay period. Such leave is not accumulated.

2. Salary payment shall be authorized by the unit member's immediate supervisor and reported on the monthly time report.

**Illness or Accident (Sick Leave) - Leave of Absence (With Pay)**

**A. Definition**

1. Sick Leave is a leave of absence granted to a unit member because of personal illness or injury.
2. Employees may use up to ten (10) days from accumulated sick leave to attend to an illness of his/her child, parent, spouse, or domestic partner. This leave does not accumulate. These family illness absences are not in addition to the ten (10) days of sick leave allotted annually.

**B. Length of Leave**

1. Unit members under a ten (10) month contract shall be allowed ten (10) days of sick leave annually. Such leave, if unused, may be accumulated on an unlimited basis.
2. Unit members under an eleven (11) month contract shall be allowed eleven (11) days of sick leave annually. Such leaves, if unused, may be accumulated on an unlimited basis.
3. Unit members under a twelve (12) month contract shall be allowed twelve (12) days of sick leave annually. Such leaves, if unused, may be accumulated on an

unlimited basis.

4. Unit members working at an hourly rate of pay during the Summer, Winter, and Spring intersession shall be allowed one (1) hour of sick leave for every 18 hours of contracted service on an unlimited accumulated basis. Except for Adult School unit members, such hourly sick leave shall be credited in a separate bank.
5. Hourly accumulated sick leave may not be used during the regular contract year but may be used when the unit member is serving at an hourly rate of pay during the Summer or Winter and Spring intersessions.
6. Unit members who teach an extra hourly class and Extended Day Care teachers shall be entitled to earn and use sick leave as if the extra assignment were included in the regular duty day.

C. **Special Conditions**

1. Sick leave for the current school year, intersession, or summer school need not be accrued prior to taking such leave by the unit member. Such leave may be taken at any time during the current contracted time of service provided such leave does not exceed sick leave benefit entitlement.
2. A unit member serving part-time shall only earn sick leave and be paid sick leave benefits in direct proportion to which the unit member's assignment relates to full-time service.
3. If a unit member resigns, retires, or is terminated and has used more sick leave than was earned, the amount of pay for days used but not earned shall be deducted from the final warrant of the unit member.
4. Unit members must serve 75 percent or more of the number of days in the regular school year to earn a year of credit for the purpose of tenure. Time on sick leave shall not count as service toward acquiring permanency with the District.

D. **Compensation**

1. When a unit member is absent from his/her duties because of illness or injury, whether or not the absence arises out of or in the course of his/her employment, said unit member is paid:
  - a. Full salary for that period of his/her absence covered by his/her current and accumulated sick leave.
  - b. Fifty percent (50%) of regular salary for 100 days per illness or accident after current and accumulated sick leave have been expended.
2. When a unit member has used all of his/her current sick leave, cumulative sick leave and 50 percent pay for 100 days and the employee is still unable to return to service, the employee will be placed on a Health Leave of Absence without

pay. A Health Leave Without Pay initiated after 75 percent of a given school year has been completed may be granted for the balance of the current year and one additional year. Extension of such leave shall be at the discretion of the District.

#### **Personal Necessity - Leave of Absence (With Pay)**

##### **A. Definition**

A Personal Necessity Leave is a leave granted to a unit member for a maximum of seven (7) days, when the unit member believes that his/her absence from duty is necessary. This leave may not be used to participate in any concerted activities.

##### **B. Length of Leave**

1. No more than seven (7) days of Personal Necessity Leave may be allowed in any fiscal year. This leave does not accumulate.
2. The number of days of Personal Necessity Leave allowed shall be deducted from and may not exceed the number of full days of sick leave to which the unit member is entitled.
3. Personal Necessity Leave must be taken in increments of not less than one-half (1/2) day. Adult education unit members on hourly salary may take Personal Necessity Leave in increments of not less than 1/4 hours.

##### **C. Compensation**

A unit member who is absent from his/her duties because of Personal Necessity Leave shall receive full salary for such absence if that period does not exceed sick leave benefits to which the employee may be entitled.

##### **D. Return to Service**

If the District has substantial reason to believe that this leave may have been used to participate in a concerted activity, it may require documentation of the specific reason for the absence.

#### **Industrial Accident and Illness Leave (With Pay)**

##### **A. Definition**

An Industrial Accident Leave is a leave granted to a unit member for each absence because of occupational illness or injury which arose out of and in the course of school district employment, and which qualifies under Worker's Compensation.

##### **B. Requirements**

1. The injury or illness was directly related to the performance of the unit member's duties in the District.

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

**C. Length of Leave**

1. Such leave shall commence from the first day of absence resulting from industrial accident or illness but shall not exceed 60 working days (when the unit member would have been performing his/her duties) for one accident, and shall not extend beyond the last day for which temporary disability indemnity is received. The allowance is reduced by one day for each day of absence resulting from the industrial accident or illness, regardless of any award made under Worker's Compensation laws.
2. The 60 days is not cumulative from year to year. In case the absence extends into the following year, only the unused amount of leave for the same industrial accident is available.

**D. Payment**

1. Before salary payments can be made, a Worker's Compensation accident report must be on file in the Business Office.
  - a. Temporary disability indemnity checks shall be made out to the employee. The District, in turn, will issue appropriate salary warrants, excluding the amount of the temporary disability. The warrants issued by the District are subject to retirement and other authorized deductions.
  - b. During the maximum 60-day absence, the unit member shall receive full pay. The amount of the temporary disability check from the Compensation Fund plus the warrant issued by the District shall not exceed the unit member's full salary. Such payment will not be charged against the employee's accumulated illness balance. If the 60-day maximum is exceeded, the unit member must start drawing the regular sick benefits to which s/he may be entitled.

**E. Effect on Sick Leave**

1. Time on Industrial Accident or Illness Leave will not constitute a break in service; the first 60 days is not charged against sick leave.

**F. Absence after Sixtieth Working Day**

1. If the Industrial Accident or Illness Leave should extend beyond sixty working days, the employee must use sick leave to which he/she is entitled.
2. A unit member shall be entitled to use only so much of his/her accumulated or available sick leave which, when added to the worker's compensation award,

provide for a full day's wage or salary.

3. Unit members who exhaust all current and accumulated sick leave and who are entitled to 50 percent sick leave pay will receive the workers' compensation payment directly from the Worker's Compensation Fund plus the remainder of the 50 percent entitlement on a warrant issued by the District.

Unit members shall be entitled to only that portion of the 50 percent sick leave pay which, when added to the workers' compensation award, provides a total amount of pay which does not exceed full salary.

4. After expiration of all paid leave, a unit member who is unable to return to work as determined by a licensed physician may be granted a personal leave without pay for a period not to exceed one year. The Board may renew the personal leave for an additional period of one year or lesser leave periods that it may provide.

G. **Activities While on Leave**

1. An Industrial Accident Leave period begins on the first day for which injury or illness is claimed and extends through the last day for which injury or illness is claimed. If, between these two dates, a unit member initiates any new gainful employment, s/he shall be required to forfeit any injury pay received from the District under this leave.
2. A unit member on Industrial Accident Leave shall remain within the state unless the District authorizes travel outside the state.

**Judicial - Leave of Absence (Coordinated Pay)**

A. **Definition**

A judicial duty leave is a leave granted to a unit member to serve as juror or answer subpoena as a witness in a major criminal or civil proceeding when an official notification requiring such duty has been received.

B. **Eligibility**

This leave shall not be applicable to non status Adult School teachers.

C. **Length of Leave**

Leave shall be granted for the period of time directed by the court.

D. **Compensation**

A unit member shall receive his/her regular salary while on judicial leave. Any jury duty or witness fees received by the unit member shall be endorsed and remitted to the District other than mileage reimbursement. A court attendance report shall also be submitted at the end of each calendar month.

- E. A leave of absence without pay may be granted to a certificated unit member who is officially called for jury duty. If the jury duty is served, s/he may keep all juror fees and mileage. However, a unit member may choose to serve during his/her off-duty or vacation days.
- F. A unit member who receives court permission to defer jury duty to non-contract days shall be compensated a stipend equal to the daily substitute rate of pay for those days or portion of days served. Unit members shall complete the District "Request for Leave of Absence" Form, attaching a copy of the original summons as well as the court time sheet documenting actual time service. The "Jury Duty – Non Work" Form should be submitted to the Payroll Office within sixty (60) days of the employee's return to work. Unit members whose original summons was for jury duty during non-work time shall not be eligible for this provision. Unit members employed during summer school are not eligible for this program during summer school duty days.

### **Maternity - Leave of Absence (With Pay)**

#### **A. Definition**

A Maternity Leave is a leave granted to a unit member during the time she must absent herself from her duties because of disability resulting from pregnancy, miscarriage, childbirth, or recovery from those conditions. Sick leave (with pay) will be allowed for the period of physical disability provided the dates of disability are certified by the employee's physician and otherwise meet the provisions specified below.

#### **B. Eligibility**

A unit member shall only be eligible to use sick leave benefits under this leave policy when the unit member is on a working paid status immediately prior to starting the maternity leave.

#### **C. Steps to be Followed in Requesting Maternity Leave of Absence**

1. Pregnant unit members shall promptly notify the District (immediate supervisor and personnel office) at least two months prior to the anticipated beginning of her absence (except in an emergency) to enable the District to make advance preparation for substitute employees.
2. Immediately prior to absenting herself from work due to disability, a pregnant unit member shall:
  - a. Secure from her immediate supervisor a District Request for Leave of Absence Form and a District form for the attending physician's report.
  - b. Complete and submit to her immediate supervisor the request for leave form along with the district form completed by a licensed physician stating the beginning date of physical disability, the date of the expected birth, and the date following delivery when she will be physically able to resume her duties.

D. **Compensation**

A unit member on maternity leave shall have the option of using sick leave to which she may be entitled during the period her physician certifies that she is physically unable to perform her regular duties.

Use of sick leave for Maternity Leave of Absence shall be in accordance with Illness or Accident Leave of Absence.

E. **Verification to Return to Service**

If the District has reason to believe that a unit member requesting to return to duty is not in good health, she will not be allowed to return to service until she presents to the Human Resources Office a certificate of good health from her attending physician.

**Parental Leave – Leave of Absence (With Pay)**

A. **Definition**

Parental Leave shall be defined as leave for reason of the birth of the unit member's child, or the placement of a child with the unit member for adoption or foster care, within the first year after birth or placement.

B. **Length of Leave**

Unit members shall not be entitled to more than one (1) twelve (12) week period for parental leave in any twelve (12) month period, and if it overlaps with a new fiscal year, only the remainder may be used.

C. **Compensation**

Unit members shall be entitled to use all current and accumulated sick leave for parental leave, for a period of up to twelve (12) workweeks.

When a unit member has exhausted all current and accumulated sick leave and continues to be absent on account of parental leave under the California Family Rights Act (CFRA; Government Code section 12945.2), he or she shall be entitled to 50% pay for any of the remaining twelve (12) workweek period. Such 50% pay shall be paid as set forth in Article XXI of this Agreement but shall not count against the leave entitlement set forth in that Article.

D. **Eligibility**

In order to use 50% pay, the unit member must be eligible for leave under the California Family Rights Acts as set forth in Article XXI of this Agreement, except that he or she is not required to have worked 1,250 hours in the twelve (12) months immediately preceding the leave.

E. **Steps to be Followed in Requesting Parental Leave**

1. Unit members shall give at least thirty (30) calendar days' notice of the need for parental leave.
2. Parental Leave shall be taken in increments of no less than two (2) weeks duration, except on two (2) occasions it may be taken for shorter periods, but it will count as one full week.

### **Sabbatical - Leave of Absence (With Half Pay)**

#### **A. Definition**

1. Sabbatical Leave is a leave of absence which may be granted to a unit member by the Board of Education for the purpose of permitting formal study, independent study or research, travel, or a combination leave which will benefit the schools and pupils of the District.
  - a. **Sabbatical Leave for Formal Study** is a leave of absence granted for full-time graduate study. Courses which are undertaken for the purpose of meeting Sabbatical Leave requirements must:
    - (1) be taken in residence at an accredited institution of higher learning;
    - (2) be a program of graduate studies or new area of certification;
    - (3) relate to the present or prospective service of the employee;
    - (4) be initiated subsequent to the filing and approval of the leave request;
    - (5) be completed with a passing grade for which unit credit is allowed;
    - (6) meet the minimum load requirements for each semester of leave as follows:
 

One Semester Leave:	An official full program of graduate studies for the respective institution being attended.
Two Semester Leave:	An official full program of graduate studies for the respective institution being attended.
  - b. **Sabbatical Leave for Independent Study or Research**. Such leave is based upon a program of independent study or research relating to the present or prospective service of the applicant which promises professional values equivalent to that derived from formal study at recognized educational institutions.



- c. **Sabbatical Leave for Educational Travel** is one during which a unit member engages in planned educational travel for at least 60 percent of the leave period. Travel is considered educational if it results in a significant contribution to professional growth. It is expected that this growth will be certified by means of the required report and will be reflected in subsequent assignments.
- d. **Sabbatical Leave Combination Type** is one in which the unit member will undertake a combination of travel and formal or independent study. One calendar month of travel will be considered equivalent to two semester units of university work. In this case, the unit member must meet the minimum load requirement in formal study for each semester of leave as specified above.

**B. Eligibility Requirements**

- 1. A Sabbatical Leave may be granted to a full-time unit member if the unit member has rendered satisfactory service to the District under a regular credential for at least seven consecutive years preceding the Sabbatical Leave.
- 2. The unit member must be able to render a minimum of two full years of service after his/her return from a Sabbatical Leave. The unit member must be able to begin his/her second year of service following his/her leave before reaching age 65.
- 3. The District reserves the right to demand a physician's statement attesting to the state of the physical and mental health of the employee, if deemed necessary.

**C. Criteria for Granting Leaves**

- 1. In case more applications are received than can be granted under these regulations, precedence shall be determined as follows:
  - a. Relative value to the District of the proposed program of those applying for leave.
  - b. Seniority.
  - c. Reasonable distribution of leaves by school.
  - d. Securing a satisfactory replacement.
  - e. Whether or not the applicant has previously been granted a Sabbatical Leave.

**D. Application for Sabbatical Leave**

1. Applications for Sabbatical Leaves must be submitted on forms provided by the Human Resources Office and must be filed in the Human Resources Office by February 15 for leaves to be taken during the following fiscal year, or by October 1 for leaves to be taken during the second half of the fiscal year.
2. Applications must include a complete outline of the proposed sabbatical program and a statement of the way in which the program will benefit the schools and pupils of the District.
3. Request for Sabbatical Leave for Formal Study shall include the following:
  - a. Name of the institution which will be attended;
  - b. Number of units which will be carried;
  - c. Whether a degree will be received;
  - d. A listing of the courses which will be taken.
4. Request for Sabbatical Leave for Independent Study or Research shall include:
  - a. A description of the study or research project which will be undertaken.
  - b. The way in which the research will be completed.
  - c. The contacts which will be made and the way in which these contacts will be made.
  - d. The specific itinerary.
  - e. The specific values to be derived for the District and the unit member and any other pertinent information.
5. Request for Sabbatical Leave for Travel shall include:
  - a. A detailed statement of the proposed itinerary.
  - b. The way in which the travel will relate to the school work of the unit member.
  - c. A statement of the educational growth that is believed will be derived from the travel.
  - d. A calendar plan showing at least 60 percent of the leave in residence in a foreign country or in travel.
6. Request for Sabbatical Leave Combination shall include specific points required under respective leaves herein before.

7. The unit member, at the time of application, must submit as part of his/her application a letter of intent stating his/her commitment to return and fulfill two full years of teaching within the District if granted a sabbatical leave.

**E. Sabbatical Leave Committee**

1. All requests for Sabbatical Leave shall be reviewed by a Sabbatical Leave Committee.
2. The Sabbatical Leave Committee shall review the applicant's service record and details in the application for leave, as well as carefully weigh the ways in which the leave will benefit the schools and pupils of the District.
3. Members of the Committee shall include three (3) management employees appointed by the Superintendent of the District and shall include three (3) unit members appointed by the Union. The Assistant Superintendent-Human Resources or designee will serve as chairperson.

**F. Length of Leave**

1. Sabbatical Leave shall be granted for not less than one (1) full semester nor more than two (2) semesters. Leave for a fractional part of a semester shall not be permitted.
2. A unit member employee requesting a leave for the second semester of any school year must have served a minimum of 80 percent of the days of the first semester of that school year.

**G. Extent and Distribution of Leaves**

1. The total number of Sabbatical Leaves granted during a school year shall not exceed 1 percent (1.0%) of the total number of unit members.
2. Not more than two (2) unit members from any one-school/work location may be on sabbatical leave at any one time.
3. The Board of Education reserves the right to modify the number of sabbatical leaves or suspend the granting of such leaves in a given year depending on budget requirements and available tax resources. The Board shall annually review such suspension or modification of Sabbatical Leaves.

**H. Compensation**

Compensation for unit members on Sabbatical Leave shall be one-half (50%) of the base salary that the unit member would have received had s/he remained in active service. The base salary does not include any prorated or lump sum supplemental pay for extra duty or special assignment.

I. **Sabbatical Payment Plan**

1. The unit member may elect to receive compensation under either Plan A or Plan B:

- a. Plan A: Salary for Sabbatical Leave shall be paid in two equal installments during the first two years following the return from the leave. The first installment shall be paid at the end of the year (June 30) following the return of the unit member to duty. The second installment shall be paid at the end of the second year after the return of the unit member from such leave.
- b. Plan B: Salary for a Sabbatical Leave shall be paid in the same manner as if the unit member were on regular duty.

It is the unit member's responsibility to furnish a suitable bond\* indemnifying the Governing Board against loss in the event the unit member fails to return and render at least two years' service or fails to satisfactorily carry out the programs outlined in the leave agreement.

\*Such bond shall be exonerated in the event the failure of the unit member to return and render such two years' service is caused by the death or physical or mental disability of the unit member.

2. In the event the recipient of the Sabbatical Leave fails to satisfactorily carry out the program outlined in the leave agreement, said unit member forfeits any salary pay during the sabbatical leave.

J. **Effect on Retirement**

Service for retirement will be credited in the proportion the compensation paid during leave bears to the compensation the unit member would have received had s/he been employed on a full-time basis. The District's STRS contribution will be prorated and based on the compensation paid.

A unit member may receive full-time service credit for the period of a sabbatical leave providing s/he pays to STRS additional contributions based on the compensation that is the difference between compensation earned and the compensation earnable during the period of Sabbatical Leave. In this case, the unit member shall make a full contribution based on the unit member's earnable pay and also pay the difference between the District's prorated contribution and the full contribution the District would have made had the unit member continued in full-time service.

K. **Required Report**

1. Each unit member who has been on Sabbatical Leave shall file with the Sabbatical Leave Committee a written report not later than 30 days after return to active duty.
2. Such report shall contain detailed data as to the activities of the unit member, together with the unit member's appraisal of the professional value of the

experience gained while on leave, the manner in which such experience or knowledge gained may be used for the benefit of the students or the school in which the unit member is located and any other data deemed necessary by the Committee for a satisfactory report.

- a. For a Study Leave an official transcript showing all courses completed and degrees granted must be submitted.
  - b. Reports on independent study or research, travel, or combination leave must be typewritten in thesis form.
3. The unit member shall not be considered as having completed the requirements of a Sabbatical Leave until his/her report has been approved by the Sabbatical Leave Committee and the Superintendent.

**L. Return to Service**

A unit member returning from a Sabbatical Leave shall return to an assignment that is the same or similar to the one held when the leave was granted.

**M. Accident or Illness**

1. Interruption of the program of study or travel caused by serious injury or illness during a Sabbatical Leave shall not be considered failure to fulfill the conditions of study or travel upon which such leave was granted nor shall such interruption affect the compensation to be paid such unit member under the terms of the leave agreement, provided:
  - a. Notification as soon as practicable of injury or illness during Sabbatical Leave is given to the Superintendent by means of registered or certified letter; and
  - b. Written evidence verifying the interruption of the program of travel or study due to serious injury or illness is filed with the Human Resources Office.
  - c. A Sabbatical Leave cannot be changed to an Illness Leave before the expiration date of the Sabbatical Leave. The leave shall change to a personal leave without pay.
2. In the event of interruption of the program, the unit member may reapply for an extension to be completed during the following year.

**N. Change of Leave**

If a unit member requests to change from a Sabbatical Leave, it shall be changed to a Personal Leave without pay.

**Vacation for Child Development Program**

Eleven-month Infant Center teachers shall be provided 22 paid vacation days. Twelve

month Child Development Program Teachers shall be provided with 24 paid vacation days.

#### **Child Care Leave of Absence (Without Pay)**

A. **Definition**

A childcare leave is a non-paid leave of absence which may be granted to a unit member for the purpose of caring for a child.

B. **Eligibility**

This leave shall not be applicable to Non-status Adult School and/or Independent Study/Alternative Education Hourly teachers, except those who have been in continuous employment in the Adult Education Program and/or the Independent Study/Alternative Education Hourly Program for at least three (3) years.

C. **Length of Leave**

Child Care Leave of Absence may be granted for a maximum of the remainder of the current school year and an additional school year. The unit member's return to service shall be scheduled to coincide with the beginning of a student-reporting period.

D. **Compensation**

No salary will be paid by the District to a unit member on a Child Care Leave of Absence.

#### **Graduate Study Leave of Absence (Without Pay)**

A. **Definition**

A Graduate Study Leave is a non-paid leave of absence that may be granted to a unit member to pursue a program of graduate study of six or more units per semester or the equivalent in residence in an accredited institution of higher learning. Correspondence courses are not acceptable for leave purposes.

B. **Eligibility**

1. Unit members must hold permanent status in the District to be eligible for a Graduate Study Leave of Absence.
2. This leave shall not be applicable to Non-status Adult School and/or Independent Study/Alternative Education Hourly teachers except those who have been in continuous employment in the Adult Education Program and/or the Independent Study/Alternative Education Hourly Program for at least three (3) years.

C. **Length of Leave**

Leave may be granted for a minimum of one (1) semester or a maximum of two (2)

semesters.

D. **Compensation**

No salary will be paid by the District to a unit member on a Graduate Study Leave of Absence.

**Health Leave - Leave of Absence (Without Pay)**

A. **Definition**

A Health Leave (Without Pay) is a leave that may be granted to a unit member who has exhausted all Sick Leave benefits and is unable to return to service due to personal illness or injury.

B. **Eligibility**

This leave shall not be applicable to Non-status Adult School and/or Independent Study/Alternative Education Hourly teachers except those who have been in continuous employment in the Adult Education Program and/or the Independent Study/Alternative Hourly Program for at least three (3) years.

C. **Length of Leave**

A Health Leave (Without Pay) initiated after the unit member has completed 75 percent of a given school year may be granted leave for the balance of the year and one (1) additional year. Further extension of such leave shall be at the discretion of the District.

D. **Compensation**

No salary will be paid by the District to a unit member while on a Health Leave of Absence.

**Peace Corps - Leave of Absence (Without Pay)**

A. **Definition**

A Peace Corps Leave of Absence is an unpaid leave of absence that may be granted to a unit member to accept an appointment to serve in the Peace Corps.

B. **Eligibility**

1. A unit member must hold permanent status in the District to be eligible for a Peace Corps Leave of Absence.
2. This leave shall not be applicable to Non-status Adult School and/or Independent Study/Alternative Education Hourly teachers except those who have been in continuous employment in the Adult Education Program and/or the Independent Study/Alternative Education Hourly Program for at least three (3) years.

C. **Length of Leave**

Leave may be granted for a minimum of one (1) semester or maximum of four (4) semesters.

D. **Compensation**

No salary will be paid by the District to the unit member on a Peace Corps Leave of Absence.

**Personal Leave - Leave of Absence (Without Pay)**

A. **Definition**

A Personal Leave of Absence is a leave of absence that may be granted to a unit member for personal reasons if such leave does not adversely affect the schools and students of the District. The granting of such leave shall be at the discretion of the District.

B. **Eligibility**

1. Unit member shall hold permanent status in the District to be eligible for a Personal Leave (Without Pay).
2. This leave shall not be applicable to Non-status Adult School and/or Independent Study/Alternative Education Hourly teachers except those who have been in continuous employment in the Adult Education Program and/or the Independent Student/Alternative Education Hourly Program for at least three (3) years.

C. **Length of Leave**

A Personal Leave may be granted for a minimum of one (1) semester and maximum of one (1) school year unless the unit member applies and is granted an extension at the sole discretion of the District.

D. **Compensation**

No salary will be paid by the District to the unit member while on a Personal Leave of Absence.

**Special note on a short-term personal leave (without pay)** Unit members who wish to take a personal leave (without pay) for ten (10) days or less shall make an oral request to their immediate supervisor. The granting of such leave shall be at the sole discretion of the immediate supervisor. Decisions may be appealed to the District administration.

**Rest and Recuperation - Leave of Absence (Without Pay)**

A. **Definition**



A Rest and Recuperation Leave of Absence is a leave of absence that may be granted to a unit member who, in the opinion of a physician, is not ill enough to qualify for Health Leave but needs to rest and recuperate.

**B. Eligibility**

1. A unit member shall hold permanent status in the District to be eligible for a Rest and Recuperation Leave.
2. A physician's statement verifying the need for the leave must be attached to the leave request.
3. This leave shall not be applicable to Non-status Adult School and/or Independent Study/Alternative Education Hourly teachers, except those who have been in continuous employment in the Adult Education Program and/or the Independent Study/Alternative Education Hourly Program for at least three (3) years.

**C. Length of Leave**

1. If a unit member has given service for 75 percent of the then current school year, leave for rest and recuperation may be granted for the remaining portion of a current school year and for one subsequent school year.
2. If service for 75 percent of the then current school year has not been rendered, then leave may only be for the balance of the current year.

**D. Compensation**

No salary will be paid by the District to the unit member while on a Rest and Recuperation Leave of Absence.

**Teaching Overseas or in a Foreign Country - Leave of Absence (Without Pay)**

**A. Definition**

A Teaching Overseas or in a Foreign Country Leave of Absence is a non-paid leave of absence which may be granted to permit a unit member to teach overseas or in a foreign country.

**B. Eligibility**

1. Unit members shall hold permanent status in the District to be eligible for an Overseas Teaching or Teaching in a Foreign Country Leave of Absence.
2. This leave shall not be applicable to Non-status Adult School and/or Independent Study/Alternative Education Hourly teachers, except those who have been in continuous employment in the Adult Education Program and/or the Independent Student/Alternative Education Hourly Program for at least three (3) years.

C. **Length of Leave**

Leaves for service in Overseas Teaching or Teaching in a Foreign Country may be granted for a maximum period of two (2) years.

D. **Compensation**

No salary will be paid by the District for the period of service covered by the Overseas or Foreign Country Teaching Leave of Absence.

**Travel - Leave of Absence (Without Pay)**

A. **Definition**

A Travel Leave of Absence is a non-paid leave that may be granted to enable a unit member to travel.

B. **Eligibility**

1. A unit member must hold permanent status in the District to be eligible for a Travel Leave.
2. This leave shall not be applicable to Non-status Adult School and/or Independent Study/Alternative Education Hourly teachers, except those who have been in continuous employment in the Adult Education Program and/or the Independent Student/Alternative Education Hourly Program for at least three (3) years.

C. **Length of Leave**

Leave may be granted for a minimum of one (1) semester and maximum of one (1) school year unless the unit member applies and is granted an extension at the sole discretion of the District.

D. **Compensation**

No salary will be paid by the District to the unit member while on a Travel Leave.

**Unauthorized Leave**

- A. Unauthorized leave is defined as unauthorized use of any of the foregoing leave policies.

B. **Disciplinary Action**

Unauthorized leave shall constitute a breach of contract and, therefore, may result in the initiation of dismissal procedures, loss of salary, or such action as may be deemed appropriate by the District in accordance with the Education Code.

A unit member shall receive as salary only an amount that bears the same ratio to the established annual salary as the time s/he serves bears to the required days of service.

No salary shall be issued to a unit member for the time s/he is on an unauthorized leave.

#### **ARTICLE XXII: SUPPORT OF THE CONTRACT**

The Board and the Union agree that it is to their mutual benefit to encourage the resolution of problems or concerns through the negotiation process. Therefore, it is agreed that the Board and the Union will support this Contract for its term as a demonstration of their cooperation and consistency to this end.

#### **ARTICLE XXIII: SAVINGS**

- A. If any provisions of this Contract and/or applications thereof are held to be contrary to law by the Public Employment Relations Board or a court of competent jurisdiction, or are suspended during an emergency, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- B. The Union and the District shall meet to renegotiate said provisions within 30 calendar days of the invalidation of any provision.

#### **ARTICLE XXIV: CONCERTED ACTIVITIES**

- A. It is agreed and understood that there will be no strike, work stoppage, or slowdown by the Union during the term of this Contract nor will there be compliance with the request of other labor organizations to engage in such activities.
- B. To this end, the Union recognizes its duty and obligation to comply with the provisions of this Contract and to make reasonable effort toward ensuring that unit members comply. In the event of a strike, work stoppage, or slowdown by unit members, the Union agrees in good faith to take all reasonable steps necessary to cause those unit members to cease such action.
- C. It is understood that in the event paragraphs A or B of this Article are violated by the Union, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Contract.
- D. Unit members engaging in unauthorized leave with regard to strike, work stoppage, or slowdown may be subject to discipline up to and including termination by the District under the provisions of the Education Code.
- E. In the absence of any concerted activities on the part of the Union, the District will not engage in any lockout of unit members for the duration of this Contract.

#### **ARTICLE XXV: MISCELLANEOUS**

- A. Any individual contract between the Board and an individual unit member heretofore executed shall be subject to and consistent with the terms of this Contract. If an individual contract contains any language inconsistent with this Contract, this

Contract, during its duration, shall be controlling.

- B. This Contract shall supersede any rules, regulations, or practices of the Board that shall be contrary to or inconsistent with its terms.
- C. Within thirty (30) days of ratification of the Contract by both parties, herein, the District shall have 2,000 8-1/2" x 11" copies, prepared and delivered to the Union for distribution to each unit member.
- D. Any resignation tendered by a unit member may be revoked until accepted by the Superintendent or designee unless superseded by the Board of Education.
- E. Unit members shall be given an opportunity to provide input regarding site budget allocations at a voluntary staff meeting scheduled by the site or program administrator in May of each school year. Unit members shall have the opportunity to participate in the LCAP process throughout the year.

A monthly printed budget master and a chart of accounts including LCAP priority updates shall be made available to unit members upon request.

F. **Procedures for Summer School Hiring Including Child Development Programs**

- 1. Applications will be available to teachers during the month of February.
- 2. Teachers will hand or electronically deliver completed applications by the 15th day of March to Human Resources. The District will date stamp the application for verification.

The District will give the Union a list of all teachers who submitted applications by the end of April.

Late applications will be considered on an "as needed basis only" after all other applications have been considered in the following circumstances:

- a. The teacher is committed to working the entire term of summer school.
  - b. If a teacher is absent on the due date due to illness or personal necessity; not as a result of school or district business.
- 3. District will review all applications for previous summer school experience. Teachers with the most recent experience will be hired last. The same process applies to summer programs requiring special credentials i.e.: Special Education, Bilingual.
  - 4. Teachers will be selected by the Assistant Superintendent-Human Resources or designee and summer school principals.
  - 5. Teachers will be notified by the last working day of May if they were selected to teach summer school. Teachers who were not selected can contact the District Human Resources office for an explanation.

G. **Independent Study/Alternative Education Hourly**

1. Unit members employed in the Independent Study/Alternative Education Hourly shall be covered by the Articles of this Contract unless otherwise covered in this Article.

2. **Definitions**

- a. **Full-Time Independent Study/Alternative Education Hourly Unit Member**

Thirty-six (36) hours per week shall be considered a full-time assignment in the Independent Study/Alternative Education Hourly Program. Hours assigned over 36 will be considered an extra-pay assignment.

- b. **Status Independent Study/Alternative Education Hourly Unit Member (probationary or permanent)**

Any person who is employed to teach Independent Study/Alternative Education Hourly classes for at least twenty-one and six-tenths (21.6) hours per week shall be classified as a status Independent Study/Alternative Education Hourly unit member.

- c. **Non-status Independent Study/Alternative Education Hourly Member (Temporary)**

Any person who is employed to teach Independent Study/Alternative Education Hourly classes less than twenty-one and six-tenths (21.6) hours per week shall be classified as a Non-status Independent Study/Alternative Education Hourly unit member.

3. **Posting of Independent Study/Alternative Education Hourly Vacancies**

- a. The District will post Status Independent Study/Alternative Education Hourly vacancies and Non-status Independent Study/Alternative Education Hourly vacancies that have a minimum of twenty-one and six-tenths (21.6) hours in the same manner in which regular school vacancies are posted.
  - b. Status Independent Study/Alternative Education Hourly vacancies and Non-status Independent Study/Alternative Education Hourly vacancies which have a minimum of twenty-one and six-tenths (21.6) hours shall contain a posting date and a closing date at least six (6) days after the posting date which shall be posted and distributed through normal distribution channels.
  - c. Non-status Independent Study/Alternative Education Hourly unit members and Status Independent Study/Alternative Education Hourly unit members working less than thirty-six (36) hours who wish to increase their number of teaching hours shall file a letter of interest on a

District request form submitted to the District Human Resources Office.

- (1) All factors being equal, first consideration (not offer of employment) will be given to increasing the hours of currently employed Non-status Independent Study/Alternative Education Hourly unit members in filling vacancies.
- (2) Upon request, currently employed Non-status and Status Independent Study/Alternative Education Hourly unit members not selected may request a conference with the Superintendent and/or designee, Independent Study/Alternative Education Hourly administrator, and a Union representative. The conference will be held within five (5) working days of the decision given to the Assistant Superintendent, Human Resources and/or designee.
- (3) Both a. and b. above also apply to Independent Study/Alternative Education Hourly Summer School hiring.
- (4) ABCFT and District representatives will work jointly to develop terminology that is mutually acceptable to delineate the factors which would be considered prior to offers of employment, including seniority as a tie-break, all other factors being considered first.

4. **Notification of Assignment**

All Independent Study/Alternative Education Hourly unit members shall be given notice by their immediate supervisors of tentative teaching assignments for the next ensuing fall semester prior to the close of the preceding spring semester. All unit members will be given notification of reduction and/or elimination of hours no less than one (1) week before such a change takes place, whenever administratively practicable.

5. **Additional Teaching Period Option**

At the secondary level, any unit member who elects to teach an additional section in lieu of a duty free period, shall be compensated at the rate of \$60.00 per period.

6. **Sick Leaves**

Independent Study/Alternative Education Hourly unit members shall be credited with one (1) hour of sick leave for every 18 hours of contracted service on an

unlimited accumulated basis. A separate hourly sick leave bank will be established separate and apart from any other bank of days of sick leave to which the unit member may be entitled.

7. **Calendar**

The Status Independent Study/Alternative Education calendar is 182 days exclusive of scheduled holidays.

8. **Experience Credit**

Status Independent Study/Alternative Education Hourly unit members who serve 75 percent or more of the total hours of their assignment in Independent Study/Alternative Education Hourly in a given school year shall be given a year of experience credit on the unit members' salary schedule.

9. **Evaluation**

- a. The performance evaluation of Status Independent Study/Alternative Education Hourly unit members shall follow the procedures in Article XV: Evaluation Procedures.
- b. All Non-status Independent Study/Alternative Education Hourly instructors may be evaluated.

10. **Health and Welfare Benefits**

See Article XI: Health and Welfare Benefits.

11. **Independent Study/Alternative Education Hourly Substitutes**

Independent Study/Alternative Education Hourly unit members, status/non-status, will be called first to be utilized as substitutes within the Independent Study/Alternative Education Hourly program based on credentials and experience to which they are assigned. Substitute hours shall not count toward achieving status, nor increase hours of status unit members. Unit Members desiring substitute hours must submit a request form. Compensation shall be based on the current Independent Study/Alternative Education Hourly rate of the unit member substituting.

12. **Duty Day**

- a. The duty day for Independent Study/Alternative Education Hourly unit members shall be the number of paid hours assigned, during which time the unit member will perform instructional and non-instructional duties related to their Independent Study/Alternative Education Hourly assignment. The following provisions of Article VIII, Duty Day, are not applicable to Independent Study/Alternative Education Hourly Unit members: VIII A 1, A.3, A.4, A.5, B.3, B.6, B.8, B.9, B.10, and B.12, C. The number of duty days for Independent Study/Alternative Education Hourly unit members shall be 182 days. Additional in-service hours will be scheduled on an as needed basis.
- b. Insofar as possible, the Independent Study/Alternative Education Hourly unit members' duty day shall consist of a continuous assignment. Due

to the unique nature of the Independent Study/Alternative Education Hourly program, it may be necessary to establish split schedules to meet program requirements. Prior to the establishment of a split schedule, the responsible Independent Study/Alternative Education Hourly administrator shall discuss alternatives and options with the unit member. Where a split schedule is necessary, the following will apply unless the unit member voluntarily agrees to the split schedule, with the understanding that a statement signed by a unit member does not waive these items:

- (1) A split schedule will not include more than one unpaid period of time exclusive of lunch, dinner, or breaks.
- (2) The unpaid period for split schedule will be a minimum of 3-1/2 hours.

13. **Salary**

- a. Independent Study/Alternative Education Hourly unit members shall be compensated according to the following schedule:

Step 1	\$45.73
Step 2	\$46.58
Step 3 (3-4 years)	\$47.01
Step 4 (5-6 years)	\$47.60
Step 5 (7-8 years)	\$48.15
Step 6 (9-10 years)	\$48.82
Step 7 (11-12 years)	\$49.27
Step 8 (13-19 years)	\$49.73
Step 9 (20+years)	\$50.34

- b. Independent Study/Alternative Education Hourly unit members shall be entitled to one step advancement per year for each year of continuous service. The year of service must be equivalent to 75 percent of the weeks of the adopted certificated calendar for the regular school year.

14. **Retirement**

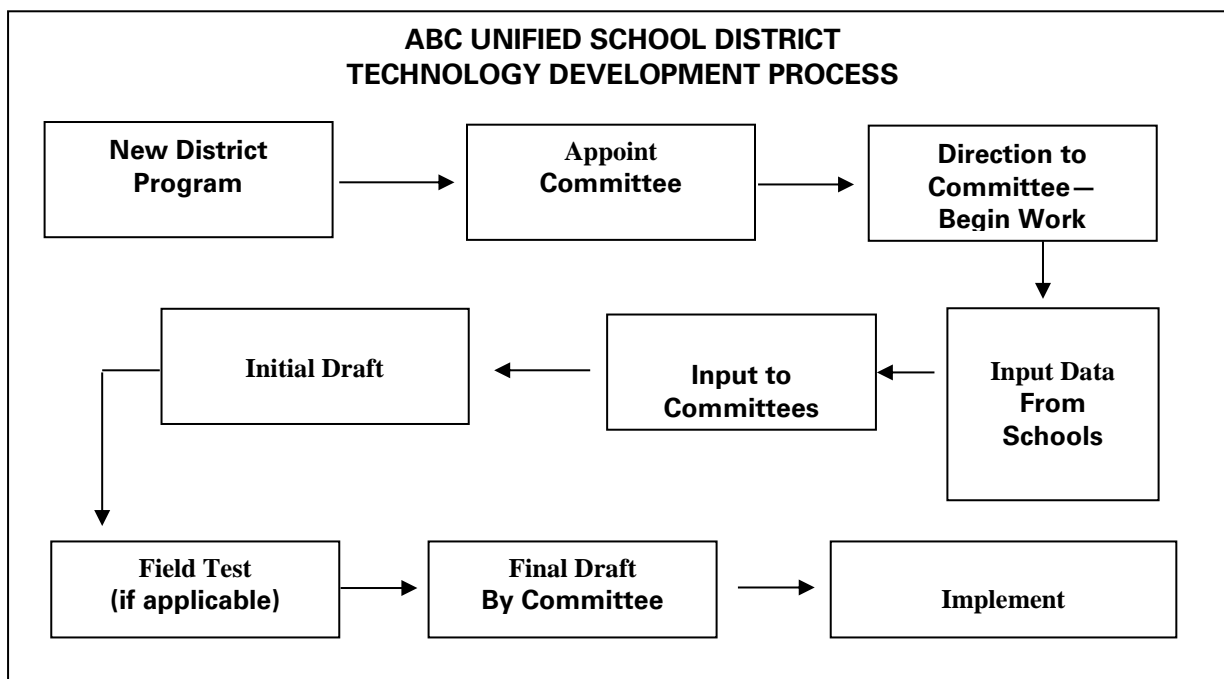
- a. Status Independent Study/Alternative Education Hourly teachers will have the same retirement benefits as the elementary and secondary teachers in the District.
- b. The District agrees that Status Independent Study/Alternative Education Hourly unit members will be eligible to receive the benefits as outlined in Board Policy 4117.1(B), Early Retirement Incentive Program.

H. **Technology Development Process**

Unit members shall have meaningful input in the implementation of technology at a site level that is not district-wide or involves a change of working conditions. The District agrees that when a District-wide technology implementation directly impacts



unit members working conditions, the technology development process will be used.



**I. District Employee Identification Badges**

Unit members will be provided District employee identification badges with an embedded Radio Frequency ID Chip (RFID). Potentially the ID badges can be used to access digital functions such as: digitally controlled doors, log-in to equipment (i.e. copy machines), checking into professional development events and other practical applications.

1. The use of ID badges are optional.
2. No personal information of the unit member is stored on the RFID chip. Unit members shall have access to an ID badge without an RFID chip.
3. Any RFID electronic surveillance data shall not be used for purposes of monitoring employee movement on District properties or teacher evaluations.
4. The District ID badge database is maintained by the District. The stored data only includes name, work location, title, and door locations for access. Only authorized District staff have access to this database.
5. The District does not sell, nor share ID Badge door access data to outside parties.

**J. Full Inclusion Guidelines**

1. At the IEP meeting where change of placement is determined, a general education teacher, principal and/or program supervisor, special education teacher, critical related service provider(s), parent and any other appropriate personnel shall be present.

2. If the IEP team makes the placement decision for full inclusion, then the following shall occur:
  - a. When and if any of the following are deemed necessary by the team, a plan will be developed regarding:
    1. Evacuation and communication in an emergency.
    2. Special medical procedures required such as tube feeding, etc.
    3. Extremely disruptive or injurious behaviors to self or others.
  - b. All relevant staff, including related service providers, general education teacher(s) and the site administrator shall receive training on "inclusion", as well as specific information on the needs of the student involved (relative to his/her particular disability). This information will be provided prior to placement except in circumstances where immediate placement is required. Information will include the roles, and responsibilities of each team member, and how the IEP will be/is being implemented.
  - c. There shall be a case carrier assigned to each student.
  - d. The student's planning team, i.e. the parent(s), general education teachers(s), special education teacher and any other relevant staff, e.g., related service provider(s) and/or any instructional assistant, shall have the opportunity to conference prior to placement, as needed.
  - e. After 3 weeks (or another mutually agreed upon time) following placement, the student's progress shall be discussed in a planning meeting(s).
  - f. The general education students in the receiving class shall receive information about inclusion and ability awareness, in the manner determined by the individual student's planning team as appropriate.
  - g. Responsibility for adaptations is shared between team members.
  - h. A transition plan shall be developed for a student placed in full inclusion as they move up through grades with their chronological-age peers.

### **3. Procedures**

- a. Receiving teachers will have the opportunity to attend training related to providing services to the student placed in full inclusion.
- b. The District will solicit volunteers from school sites to form a pool of teachers trained to work with a student placed in full inclusion.
- c. When placing a student in full inclusion, volunteers will be solicited from the pool of staff whenever possible. If a placement with a teacher in the inclusion pool is not possible, volunteers from the school site staff will be solicited prior to assigning the student to a teacher. The

principal shall make every effort to rotate equitably the placement of inclusion students.

- d. The IEP team, including receiving teacher, the District, and the principal shall mutually determine if extra assistance is required by the receiving teacher for the school year.
- e. The receiving teacher will not be required to perform any duties that are not normally performed by a general education teacher.
- f. The receiving teacher will make every effort to attend meetings regarding the student placed in full inclusion. An attempt will be made to schedule meetings at a time that is mutually convenient for the members of the team.
- g. A student placed in full inclusion will not be placed in combo classes unless agreed to by the receiving teacher.
- h. Students placed in full inclusion who are disruptive follow the same rules and process as other students or as specifically modified in the IEP.

**Definitions:**

IEP Team: The team that designs the individualized education plan, comprised of the student (when appropriate), his or her parents or legal guardians, the assigned certificated special education teacher, the general education teacher(s) involved, the principal or site administrator and/or a special education administrator, such as a program manager; and any related service providers involved (such as a nurse, speech/language pathologist, or a physical therapist).

Individual Student Planning Team: This is essentially the same as the student's IEP team. For practical reasons, monthly or bimonthly meetings usually include at a minimum the collaborating general and special education teachers involved. Other members of the IEP team may attend as they have time and interest.

A Student Placed in Full Inclusion: A student with special education needs who is educated in the general education classroom rather than an RSP or SDC classroom. Modifications to the core curriculum are required based on alternate performance indicators as determined in the individual student's IEP.

**ARTICLE XXVI: NEGOTIATIONS PROCEDURES**

- A. The Union shall submit its initial proposal for a successor contract to the District no later than March, 2025.
- B. The Union and the District shall initiate meetings and negotiation sessions on a successor contract no later than May, 2025.
- C. Regularly scheduled meetings shall be established on at least a once-a-week basis

during the negotiations. Additional meetings may be scheduled at the mutual consent of the parties.

- D. Attendance at negotiation sessions shall be limited to the members of the Union and the Management Teams.
- E. Consultants, resource persons, and expert witnesses and negotiation interns may attend upon timely, advance notice and mutual consent of the Chief Negotiator for the Union and the Chief Negotiator for the Board of Education.
- F. Advance notice shall be given to the Chief Negotiator for either party in the event there will be a change of participants for either team.
- G. Following the close of each negotiation session, the Chief Negotiators for the Board of Education and for the Union will develop a tentative agenda for the next meeting.
- H. Each team will designate its Chief Negotiator who shall be responsible for decisions, statements, or positions on all items. The Chief Negotiator may designate a member of the team to execute tentative agreements.
- I. Minutes may be kept by either side in any manner.
- J. A maximum of six (6) Union negotiators will be allowed release time for meeting and negotiations held during normal working hours.
- K. If agreement is reached on any elements of the package, those elements may be reduced to writing and initialed by the Chief Negotiator or designee as "tentative agreement".
- L. Tentative agreement means subject to reaching agreement on all other items and subject to editorial and syntactical adjustment in the language. Such agreement shall be changed or modified only by mutual agreement. Initialing in no way implies a total contractual agreement.

#### **ARTICLE XXVII: REOPENERS**

The parties agree that all negotiable items have been discussed during negotiations leading to this contract and further agree to reopen negotiations on any item during the life of the contract only by mutual agreement between the two parties. The articles on Salary and Health Benefits shall be reopened no later than the spring of 2023 the spring of 2024 and 2025.


#### **ARTICLE XXVIII: TERM**


- A. This Contract shall remain in full force and effect from July 1, 2020 through June 30, 2025.


## ARTICLE XXVII: RATIFICATION


This Contract is approved and ratified by the Board of Education, ABC Unified School District and the officers and members of the ABC Federation of Teachers, Local #2317, California Federation of Teachers, American Federation of Teachers/AFL-CIO on this 21st day of February, 2023.

  
Mr. Toan Nguyen, Interim Superintendent  
ABC Unified School District

  
Dr. Gina Zietlow, Chief Negotiator  
ABC Unified School District

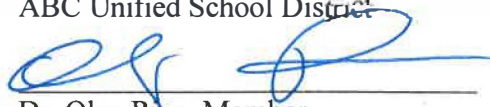
  
Mr. Brad Beach, President  
Board of Education  
ABC Unified School District

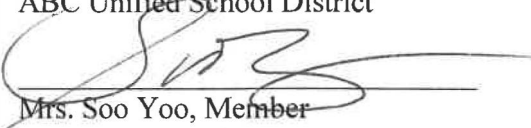
  
Mrs. Sophia Tse, Vice President  
Board of Education  
ABC Unified School District


  
Mr. Ernie Nishii, Clerk  
Board of Education  
ABC Unified School District


  
Dr. Chris Apodaca, Member  
Board of Education  
ABC Unified School District

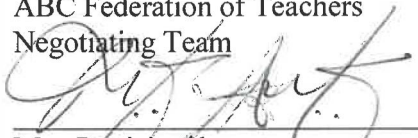
  
Dr. Michael Eugenio, Member  
Board of Education  
ABC Unified School District


  
Dr. Olga Rios, Member  
Board of Education  
ABC Unified School District


  
Mrs. Soo Yoo, Member  
Board of Education  
ABC Unified School District

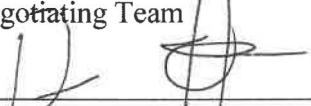
  
Mr. Ruben Mancillas, Chief Negotiator  
ABC Federation of Teachers  
Negotiating Team

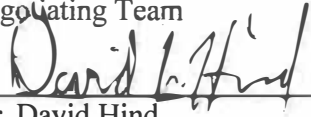
  
Mr. Ray Gaer, President  
ABC Federation of Teachers  
Negotiating Team

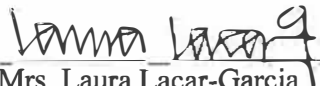
  
Mrs. Patricia Alcantar  
ABC Federation of Teachers  
Negotiating Team

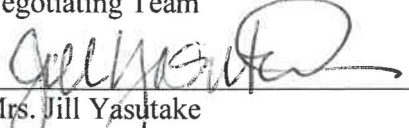
  
Ms. Edith Corrales  
ABC Federation of Teachers  
Negotiating Team

  
Ms. Tanya Golden  
ABC Federation of Teachers  
Negotiating Team

  
Mr. Daren Ham  
ABC Federation of Teachers  
Negotiating Team

  
Mr. David Hind  
ABC Federation of Teachers  
Negotiating Team

  
Mrs. Laura Lacar-Garcia  
ABC Federation of Teachers  
Negotiating Team

  
Mrs. Jill Yasutake  
ABC Federation of Teachers  
Negotiating Team

## **ADDENDUM A**

**BP 4018.1C (a)**

### **ABC UNIFIED SCHOOL DISTRICT Board Policy**

#### **ALL PERSONNEL**

#### **SEXUAL HARASSMENT**

The following policy shall apply to all district employees, interns, volunteers, contractors, job applicants, and other persons with an employment relationship with the District.

The Governing Board is committed to providing a safe work environment that is free from harassment and intimidation. The Board prohibits sexual harassment against district employees and retaliatory behavior or action against any person who complains, testifies or otherwise participates in the complaint process established for the purpose of this policy.

*(cf. 0410 - Nondiscrimination in District Programs and Activities)*

*(cf. 4030 - Nondiscrimination in Employment)*

Sexual harassment includes, but is not limited to, harassment that is based on the sex, gender, gender identity, gender expression, or sexual orientation of the victim and harassment based on pregnancy, childbirth, or related medical conditions.

The Superintendent or designee shall take all actions necessary to ensure the prevention, investigation, and correction of sexual harassment, including but not limited to:

1. Providing training to employees in accordance with law and administrative regulation
2. Publicizing and disseminating the District's sexual harassment policy to employees and others to whom the policy may apply through the annual notification process where employees sign to indicate receipt of the notifications
3. Ensuring prompt, thorough, fair and equitable investigation of complaints
4. Taking timely and appropriate corrective/remedial action(s), which may require interim separation of the complainant and the alleged harasser and subsequent monitoring of developments

The Superintendent or designee shall annually evaluate the effectiveness of the District's strategies to prevent and address harassment. Such evaluation may involve conducting regular anonymous employee surveys to assess whether harassment is occurring or is perceived to be tolerated, partnering with researchers or other agencies with the needed expertise to evaluate the District's prevention strategies, and using any other effective tool for receiving feedback on systems and/or processes. As necessary, changes shall be made to the harassment policy, complaint procedures, or training.

#### **Sexual Harassment Reports and Complaints**

District employees who feel that they have been sexually harassed in the performance of their

## ADDENDUM A

BP 4018.1C(b)

### SEXUAL HARASSMENT (continued)

district responsibilities or who have knowledge of any incident of sexual harassment by or against another employee shall immediately report the incident to their direct supervisor, a district administrator, or the District's Employee Title IX Coordinator. Employees may bypass their supervisor in filing a complaint if the supervisor is the subject of the complaint. A supervisor or administrator who receives a harassment complaint shall promptly notify the Employee Title IX Coordinator.

Once notified, the Employee Title IX Coordinator shall ensure the complaint is addressed through AR 4018.1B Employee Title IX Sexual Harassment Complaint Procedures for complaints meeting the Title IX definition of sexual harassment or AR 4030 - Nondiscrimination in Employment for complaints meeting the state definition, as applicable, and shall offer supportive measures to the complainant.

*(cf. 4018.1B - Title IX Sexual Harassment Complaints)*

Upon investigation of a sexual harassment complaint, any district employee found to have engaged or participated in sexual harassment or to have aided, abetted, incited, compelled, or coerced another to commit sexual harassment in violation of this policy shall be subject to disciplinary action, up to and including dismissal, in accordance with law and the applicable collective bargaining agreement.

*(cf. 4117.7/4317.7 - Employment Status Reports)*  
*(cf. 4118 - Dismissal/Suspension/Disciplinary Action)*  
*(cf. 4218 - Dismissal/Suspension/Disciplinary Action)*

#### *Legal Reference:*

##### EDUCATION CODE

*200-262.4 Prohibition of discrimination on the basis of sex, especially:*

##### GOVERNMENT CODE

*12900-12996 Fair Employment and Housing Act*

*12940 Prohibited discrimination*

*12950 Sexual harassment; distribution of information*

*12950.1 Sexual harassment training*

##### LABOR CODE

*1101 Political activities of employees*

*1102.1 Discrimination: sexual orientation*

##### CODE OF REGULATIONS, TITLE 2

*11009 Employment discrimination*

*11021 Retaliation*

*11023 Harassment and discrimination prevention and correction*

*11024 Sexual harassment training and education*

*11034 Terms, conditions, and privileges of employment*

##### CODE OF REGULATIONS, TITLE 5

*4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance*

##### UNITED STATES CODE, TITLE 20

## ADDENDUM A

BP 4018.1C(c)

### SEXUAL HARASSMENT (continued)

*1681-1688 Title IX prohibition against discrimination*

UNITED STATES CODE, TITLE 42

*2000e - 2000e-17 Title VII, Civil Rights Act of 1964 as amended*

CODE OF FEDERAL REGULATIONS, TITLE 34

*106.1-106.9 Nondiscrimination on the basis of sex in education programs or activities*

*106.51-106.82 Nondiscrimination on the basis of sex in employment in education program or activities*

COURT DECISIONS

*Department of Health Services v. Superior Court of California, (2003) 31 Cal.4th 1026*

*Faragher v. City of Boca Raton, (1998) 118 S.Ct. 2275*

*Burlington Industries v. Ellreth, (1998) 118 S.Ct. 2257*

*Gebser v. Lago Vista Independent School District, (1998) 118 S.Ct. 1989*

*Oncale v. Sundowner Offshore Serv. Inc., (1998) 118 S.Ct. 998*

*Meritor Savings Bank, FSB v. Vinson et al., (1986) 447 U.S. 57*

#### *Management Resources:*

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION PUBLICATIONS

*Promising Practices for Preventing Harassment, November 2017*

WEB SITES

*California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>*

*Equal Employment Opportunity Commission: <http://www.eeoc.gov>*

*U.S. Department of Education, Office for Civil Rights:*

*<http://www.ed.gov/about/offices/list/ocr/index.html>*

#### Board policy

Adopted: 12.05.00

Revised: 04.15.03

Revised: 02.19.19

Revised: 01.19.21



## ADDENDUM A

AR 4018.1C(a)

### ABC UNIFIED SCHOOL DISTRICT Administrative Regulation

#### ALL PERSONNEL

#### SEXUAL HARASSMENT

The following administrative regulation shall apply to all allegations of sexual harassment involving employees, interns, volunteers, and job applicants, but shall not be used to resolve any complaint by or against a student.

#### Employee Title IX Coordinator

The District designates the following individual(s) as the responsible employee(s) to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as well as to investigate and resolve sexual harassment complaints under AR 4030 - Nondiscrimination in Employment. The Employee Title IX Coordinator(s) may be contacted at:

Supervisor, Human Resources  
16700 Norwalk Blvd., Cerritos, CA 90703  
562-926-5566 ext. 21173  
employeetitleIX@abcusd.us

*(cf. 4030 - Nondiscrimination in Employment)*  
*(cf. 5145.7 - Sexual Harassment)*  
*(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)*

The District shall notify employees, bargaining units, and applicants for employment of the name or title, office address, email address, and telephone number of the District's Employee Title IX Coordinator. (34 CFR 106.8)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

#### Prohibited Conduct

Prohibited sexual harassment includes, but is not limited to, unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual or physical conduct of a sexual nature, regardless of whether or not the conduct is motivated by sexual desire. Conduct is considered to be sexual harassment when made against another person of the same or opposite sex in the work or educational setting under any of the following conditions: *(Education Code 212.5; Government Code 12940; 2 CCR 11034)*

1. Submission to the conduct is made explicitly or implicitly a term or condition of the individual's employment.
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual.

## ADDENDUM A

AR 4018.1C(b)

### SEXUAL HARASSMENT (continued)

3. The conduct has the purpose or effect of having a negative impact upon the individual's work performance or of creating an intimidating, hostile, or offensive work environment.
4. Submission to, or rejection of, the conduct is used as the basis for any decision affecting the individual regarding benefits, services, honors, programs, or activities available at or through the District.

Examples of actions that might constitute sexual harassment in the work or educational setting, whether committed by a supervisor, a co-worker, or a non-employee, include, but are not limited to:

1. Unwelcome verbal conduct such as sexual flirtations or propositions; graphic comments about an individual's body; overly personal conversations or pressure for sexual activity; sexual jokes or stories; unwelcome sexual slurs, epithets, threats, innuendoes, derogatory comments, sexually degrading descriptions, or the spreading of sexual rumors.
2. Unwelcome visual conduct such as drawings, pictures, graffiti, or gestures; sexually explicit emails; text messages or social media posts; displaying sexually suggestive objects.
3. Unwelcome physical conduct such as massaging, grabbing, fondling, stroking, or brushing the body; touching an individual's body or clothes in a sexual way; cornering, blocking, leaning over, or impeding normal movements.

### Training

Every two years, the Superintendent or designee shall ensure that supervisory employees receive at least two hours, and nonsupervisory employees receive at least one hour, of classroom or other effective interactive training and education regarding sexual harassment. All newly hired employees and employees promoted to a supervisory position shall receive training within six months of their assumption of the new position. (*Government Code 12950.1*)

A supervisory employee is any employee having the authority, in the interest of the District, to hire, transfer, suspend, lay off, promote, discharge, assign, reward, or discipline other employees, or the responsibility to direct them, adjust their grievances, or effectively recommend such action, when the exercise of the authority is not of a merely routine or clerical nature, but requires the use of independent judgment. (*Government Code 12926*)

(*cf. 4300 - Administrative and Supervisory Personnel*)

Such training may be completed by employees individually or as part of a group presentation, may be completed in shorter segments as long as the applicable hourly requirement is met, and may be provided in conjunction with other training provided to the employees. The

## **ADDENDUM A**

**AR 4018.1C(c)**

### **SEXUAL HARASSMENT (continued)**

training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. (Government Code 12950.1)  
The District's sexual harassment training and education program shall include, but is not limited to, the following: (Government Code 12950.1; 2 CCR 11024)

1. Information and practical guidance regarding federal and state laws on the prohibition, prevention, and correction of sexual harassment
2. The types of conduct that constitute sexual harassment
3. Remedies available for victims in civil actions, and potential employer/individual exposure/liability
4. Strategies to prevent harassment in the workplace
5. Supervisor's obligation to report sexual harassment, discrimination, and retaliation of which they become aware
6. Practical examples which illustrate sexual harassment, discrimination, and retaliation using training modalities such as role plays, case studies, and group discussions, based on factual scenarios taken from case law, news and media accounts, and hypotheticals based on workplace situations and other sources
7. The limited confidentiality of the complaint process
8. Resources for victims of unlawful harassment, such as to whom they should report any alleged harassment
9. Steps necessary to take appropriate remedial measures to correct harassing behavior, which includes the District's obligation to conduct an effective workplace investigation of a harassment complaint
10. What to do if the supervisor is personally accused of harassment
11. The essential elements of the district's anti-harassment policy, and how to use the policy if a harassment complaint is filed

Employees shall receive a copy of the District's sexual harassment policy and administrative regulations, which they shall read and acknowledge that they have received.

12. Information, including practical examples, of harassment based on gender identity, gender expression, and sexual orientation
13. Prevention of abusive conduct, including a review of the definition and elements of abusive conduct pursuant to Government Code 12950.1, the negative effects that

## ADDENDUM A

AR 4018.1C(d)

### SEXUAL HARASSMENT (continued)

abusive conduct has on the victim and other in the workplace, the detrimental consequences of this conduct on employee productivity and morale, and that a single act does not constitute abusive conduct unless the act is severe or egregious

The Superintendent or designee shall retain for at least two years the records of any training provided to supervisory employees. Such records shall include the names of trained employees, date of the training, the type of training, and the name of the training provider. (2 CCR 11024)

### Notifications

The Superintendent or designee shall notify employees that the District does not discriminate on the basis of sex as required by Title IX, that the Title IX nondiscrimination requirement extends to employment, and that inquiries about the application of Title IX to the District may be referred to the District's Employee Title IX Coordinator and/or to the Assistant Secretary for Civil Rights, U.S. Department of Education. (34 CFR 106.8)

A copy of the Board policy and this administrative regulation shall: (*Education Code 231.5*)

1. Be displayed in a prominent location in the main administrative building, district office, or other area of the school where notices of district rules, regulations, procedures, and standards of conduct are posted;
2. Be provided to every district employee at the beginning of the first quarter or semester of the school year, or whenever a new employee is hired;
3. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct.

All employees shall receive either a copy of an information sheets prepared by the California Department of Fair Employment and Housing (DFEH) or the District that contains, at a minimum, components on: (*Government Code 12950*)

1. The illegality of sexual harassment;
2. The definition of sexual harassment under applicable state and federal law;
3. A description of sexual harassment, with examples;
4. The District's complaint process available to the employee;
5. The legal remedies and complaint process available through the DFEH and the Equal Employment Opportunity Commission (EEOC);
6. Directions on how to contact DFEH and the EEOC.

## ADDENDUM A

AR 4018.1C(e)

### SEXUAL HARASSMENT (continued)

7. The protection against retaliation provided by 2 CCR 11021 for opposing harassment prohibited by law or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by DFEH and the EEOC.

In addition, the District shall post, in a prominent and accessible location at all work sites, the DFEH poster on discrimination in employment and the illegality of sexual harassment and the DFEH poster regarding transgender rights. (*Government Code 12950*)

#### Regulation

Approved: 11.21.00  
Revised: 12.05.00  
Revised: 03.18.03  
Revised: 02.19.19  
Revised: 01.19.21

## **ADDENDUM B**

**BP 5141.4(a)**

### **ABC UNIFIED SCHOOL DISTRICT Board Policy**

#### **STUDENTS**

##### **CHILD ABUSE PREVENTION AND REPORTING**

The Governing Board recognizes the District's responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly.

The District's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, inform them of available support resources, and teach them how to obtain help and disclose incidents of abuse. The curriculum also shall include training in self-protection techniques.

*(cf. [6143](#) - Courses of Study)*

The Superintendent or designee shall seek to incorporate community resources into the District's child abuse prevention programs. To the extent feasible, the Superintendent or designee shall use these community resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

*(cf. [1020](#) - Youth Services)*

#### **Child Abuse Reporting**

The Board recognizes that child abuse has severe consequences and that the District has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse. The Superintendent or designee shall establish procedures for the identification and reporting of such incidents in accordance with law.

*(cf. [0450](#) - Comprehensive Safety Plan)*

Employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect. Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect.

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.

In the event that training is not provided to mandated reporters, the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code [11165.7](#))

## ADDENDUM B

BP 5141.4(b)

### CHILD ABUSE PREVENTION AND REPORTING (continued)

#### *Legal Reference*

##### *EDUCATION CODE*

*32280-32288 Comprehensive school safety plans*  
*33308.1 Guidelines on procedure for filing child abuse complaints*  
*44690-44691 Staff development in the detection of child abuse and neglect*  
*44807 Duty concerning conduct of students*  
*48906 Notification when student released to peace officer*  
*48987 Dissemination of reporting guidelines to parents*  
*49001 Prohibition of corporal punishment*  
*51220.5 Parenting skills education*

##### *PENAL CODE*

*152.3 Duty to report murder, rape, or lewd or lascivious act*  
*273a Willful cruelty or unjustifiable punishment of child; endangering life or health*  
*288 Definition of lewd or lascivious act requiring reporting*  
*11164-11174.4 Child Abuse and Neglect Reporting Act*

##### *WELFARE AND INSTITUTIONS CODE*

*15630-15637 Dependent adult abuse reporting*  
*CODE OF REGULATIONS, TITLE 5*  
*4650 Filing complaints with CDE, special education students*  
*11165-11165.15 Definitions relating to child abuse*  
*11166-11170 Reporting known or suspected cases of child abuse*  
*11172 Immunity from liability*  
*11174.3 Interviewing victim at school*

##### *WELFARE AND INSTITUTIONS CODE*

*600-601.2 Referral to school attendance review board; minors habitually disobedient or truant*  
*15630-15637 Dependent adult abuse reporting*

##### *STATUTES OTHER THAN CODE*

*Chapter 1102, Statutes of 1991, Section 6*

#### *Management Resources:*

##### *CDE LEGAL ADVISORIES*

*0514.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site*

##### *WEB SITES*

*California Attorney General's Office, Crime and Violence Prevention Center:*

*<http://safestate.org>*

*California Department of Education, Safe Schools: <http://www.cde.ca.gov/lss>*

*California Department of Social Services, Children and Family Services Division:*

*<http://www.childsworld.ca.gov>*

## ADDENDUM B

BP 5141.4(c)

### CHILD ABUSE PREVENTION AND REPORTING (continued)

*U.S. Department of Health and Human Services, National Clearinghouse on Child Abuse and Neglect Information: <http://nccanch.acf.hhs.gov>*

Policy  
adopted: 12.7.99  
Revised: 11.04.09



## **ADDENDUM B**

**AR 5141.4(a)**

### **ABC UNIFIED SCHOOL DISTRICT Administrative Regulation**

#### **STUDENTS**

#### **CHILD ABUSE PREVENTION AND REPORTING**

Certificated employees and classified employees trained in child abuse identification and reporting shall report known or suspected child abuse to a child protective agency by telephone immediately or as soon as practically possible and in writing within 36 hours. The reporting duties are individual and cannot be delegated to another individual except under circumstances set forth in Penal Code 11166.

#### **Definitions**

1. "Child Abuse" includes the following:
  - a. A physical injury inflicted by other than accidental means on a child by another person
  - b. Sexual abuse of a child, including sexual assault or sexual exploitation
  - c. Willful cruelty or unjustifiable punishment of a child, or willfully inflicting unjustifiable physical pain or mental suffering, or failure to safeguard a child from these injuries when the child is under a person's care or custody
  - d. Unlawful corporal punishment or injury resulting in a traumatic condition
  - e. Neglect of a child or abuse in out-of-home care
2. "Mandated Reporters" are those people defined by law as "child care custodians," "health practitioners," "child visitation monitors" and "employees of a child protective agency." Mandated reporters include virtually all school employees. The following school personnel are required to report:

Teachers, administrators, supervisors of child welfare and attendance, certificated student personnel employees, employees of a child care institutions, headstart teachers, school psychologists, licensed nurses, counselors, presenters of child abuse prevention programs and those instructional aides or other classified employees trained in child abuse reporting.
3. "Child Protective Agencies" are those law enforcement and child protective services responsible for investigating child abuse reports, including the local police or sheriff department, county welfare or juvenile probation department and child protective services.

## **ADDENDUM B**

**AR 5141.4(b)**

### **CHILD ABUSE PREVENTION AND REPORTING (continued)**

4. "Reasonable Suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse. (Penal Code 11166)

#### **Reporting Procedures**

1. To report known or suspected child abuse, any employee (as defined above) shall report by telephone to the local child protective agency.

Department of Children's Service

Sexual Abuse Cases Call:

Child Abuse Hotline

(1-800-540-4000-current 2023)

The telephone report must be made immediately, or as soon as practically possible, upon suspicion. This report will include:

- a. The name of the person making the report
- b. The name of the child
- c. The present location of the child
- d. The nature and extent of any injury
- e. Any other information requested by the child protective agency, including the information that led the mandated reporter to suspect child abuse

When the verbal report is made, the mandated reporter shall note the name of the official contacted, the date and time contacted, and any instructions or advice received.

2. Within 36 hours of making the telephone report, the mandated reporter shall complete and mail to the local child protective agency a written report which includes a completed Department of Justice form (DOJ SS 8572).

Mandated reporters may obtain copies of the above form either from the District or the local child protective agency.

Instructions are included on the form, and reporters may ask the site administrator for help in completing and mailing it; however, the mandated reporter is personally responsible for ensuring that the written report is correctly filed.

## **ADDENDUM B**

**AR 5141.4(c)**

### **CHILD ABUSE PREVENTION AND REPORTING (continued)**

3. Employees reporting child abuse to a child protective agency are encouraged, but not required, to notify the site administrator or designee as soon as possible after the initial verbal report by telephone. When so notified, the site administrator shall inform the Superintendent or designee.

Administrators so notified shall provide the mandated reporter with any assistance necessary to ensure that reporting procedures are carried out in accordance with law and district regulations. At the mandated reporter's request, the principal may assist in completing and filing these forms.

If the mandated reporter does not disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the District without his/her signature or name.

#### **Legal Responsibility and Liability**

1. Mandated reporters have absolute immunity. School employees required to report are not civilly or criminally liable for filing a required or authorized report of known or suspected child abuse.
2. If a mandated reporter fails to report an instance of child abuse which he/she knows to exist or reasonably should know to exist, he/she is guilty of a misdemeanor punishable by confinement in jail for up to six months, a fine of up to \$1,000, or both. The mandated reporter may also be held civilly liable for damages resulting from any injury to the child after a failure to report.
3. When two or more persons who are required to report have joint knowledge of a suspected instance of child abuse, and when they so agree, the telephone report may be made by either of them and a single report made and signed by that person. However, if any person knows or should know that the designated person failed to make the report, that person then has a duty to do so.
4. The duty to report child abuse is an individual duty and no supervisor or administrator may impede or inhibit such reporting duties. Furthermore, no person making such a report shall be subject to any sanction.

#### **Victim Interviews**

Upon request, a child protective agency representative may interview a suspected victim of child abuse during school hours, on school premises, concerning a report of suspected child abuse that occurred within the child's home. The child shall be given the choice of being interviewed in private or in the presence of any adult school employee or volunteer aide selected by the child. (Penal Code 11174.3)

## **ADDENDUM B**

**AR 5141.4(d)**

### **CHILD ABUSE PREVENTION AND REPORTING (continued)**

A staff member or volunteer aide selected by a child may decline to be present at the interview. If the selected person accepts, the principal or designee shall inform him/her, before the interview takes place, of the following legal requirements:

1. The purpose of the selected person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
2. The selected person shall not participate in the interview.
3. The selected person shall not discuss the facts or circumstances of the case with the child.
4. The selected person is subject to the confidentiality requirements of the Child Abuse and Reporting Act, a violation of which is punishable as specified in Penal Code 11167.5 when it does not involve an expense to the school. (Penal Code 11174.3)

#### **Release of Child to Peace Officer or Child Protective Services Agent**

When a child is released to a peace officer or child protective services agent and taken into custody as a victim of suspected child abuse, the Superintendent or designee and/or principal shall not notify the parent/ guardian as required in other instances of removal of a child from school, but rather shall provide the peace officer or agent with the address and telephone number of the child's parent/guardian. It is the responsibility of the peace officer or agent to notify the parent/guardian of the situation. (Education Code 48906)

Peace officers and child protective services agents will be asked to sign an appropriate release or acceptance of responsibility form.

*(cf. 5145.11 - Questioning and Apprehension)*

If a staff member agrees to be present, the interview shall be held at a time during school hours.

#### **When School Employees are Accused of Child Abuse**

Regardless of who child abusers may be, the major responsibilities of mandated reporters are to 1) identify incidents of suspected child abuse, and 2) comply with laws requiring the reporting of suspected abuse to the proper authorities. Determining whether or not the suspected abuse actually occurred is not the responsibility of the school employee. Such determination and follow-up investigation will be made by a child protective agency.

## **ADDENDUM B**

**AR 5141.4(e)**

### **CHILD ABUSE PREVENTION AND REPORTING (continued)**

Pending the outcome of an investigation by a child protective agency and before formal charges are filed, the employee may be subject to reassignment or a paid leave of absence.

Upon filing formal charges or upon conviction, the District may take disciplinary action in accordance with law, district policies, regulations and/or collective bargaining agreements. The Superintendent or designee shall seek legal counsel in connection with either the suspension or dismissal of the employee.

*(cf. 4117.4 - Dismissal)*

*(cf. 4118 - Suspension/Disciplinary Action (Certificated))*

*(cf. 4218 - Dismissal/Suspension/Disciplinary Action (Classified))*

#### **Reporting Procedures**

1. The reporting individual shall contact his/her supervisor or designee.
2. The reporting individual will then report the incident to the Los Angeles County Department of Children's Services (1-800-540-4000) as soon as possible. The supervisor will assist the reporting staff member.
3. If the report involves sexual abuse, and you have questions regarding to report, call Child Welfare and Attendance, Ext. 21104, and they will consult with the reporter.
4. The reporting individual or supervisor will then complete the California Department of Justice form, Suspected Child Abuse Report (11166PC), and forward it to Child Welfare and Attendance immediately. Child Welfare and Attendance will send it to the Department of Children's Services within 36 hours. DO NOT KEEP ANY COPIES
5. Child Welfare and Attendance will send stickers to attach the student's cumulative record and health folder.
6. Calls may be made directly to the Child Abuse hotline (1-800-540-4000) or to local law enforcement agencies.

#### **Parent/Guardian Complaints**

Upon request, the Superintendent or designee shall provide parents/guardians with a copy of the District's administrative regulation that describes how to report suspected child abuse occurring at a school site to appropriate agencies. For parents/guardians whose primary language is other than English, such procedures shall be in their primary language and, when communicating orally regarding those procedures, an interpreter shall be provided.

To file a complaint against a district employee or other person suspected of child abuse or neglect at a school site, parents/guardians may file a report by telephone, in person, or in writing with any appropriate agency identified above under "Reporting Procedures." If a

## ADDENDUM B

AR 5141.4(f)

### CHILD ABUSE PREVENTION AND REPORTING (continued)

parent/guardian makes a complaint about an employee to any other employee, the employee receiving the information shall notify the parent/guardian of procedures for filing a complaint with the appropriate agency. The employee also is obligated pursuant to Penal Code 11166 to file a report himself/herself using the procedures described above for mandated reporters.

*(cf. 1312.1 - Complaints Concerning District Employees)*

In addition, if the child is enrolled in special education, a separate complaint may be filed with the California Department of Education pursuant to 5 CCR 4650.

*(cf. 1312.3 - Uniform Complaint Procedures)*

### Notifications

The Superintendent or designee shall provide to all new employees who are mandated reporters a statement that informs them of their status as mandated reporters, of their reporting obligations under Penal Code 11166, and of their confidentiality rights under Penal Code 11167. The District shall also provide these new employees with a copy of Penal Code 11165.7, 11166, and 11167. (Penal Code 11165.7, 11166.5)

Before beginning employment, employees shall sign the statement indicating that they have knowledge of the reporting obligations under Penal Code 11166 and that they will comply with those provisions. The signed statements shall be retained by the Superintendent or designee. (Penal Code 11166.5)

*(cf. 4112.9/4212.9/4312.9 - Employee Notifications)*

Employees who work with dependent adults shall be notified of legal responsibilities and reporting procedures pursuant to Welfare and Institutions Code 15630-15637.

The Superintendent or designee shall also notify all employees that:

1. A mandated reporter who reports a known or suspected instance of child abuse or neglect shall not be held civilly or criminally liable for making a report and this immunity shall apply even if the mandated reporter acquired the knowledge or reasonable suspicion of child abuse or neglect outside of his/her professional capacity or outside the scope of his/her employment. Any other person making a report shall not incur civil or criminal liability unless it can be proven that he/she knowingly made a false report or made a report with reckless disregard of the truth or falsity of the report. (Penal Code 11172)
2. If a mandated reporter fails to report an incident of known or reasonably suspected child abuse or neglect, he/she may be guilty of a crime punishable by a fine and/or imprisonment. (Penal Code 11166)

## **ADDENDUM B**

**AR 5141.4(f)**

### **CHILD ABUSE PREVENTION AND REPORTING (continued)**

3. No employee shall be subject to any sanction by the District for making a report.  
(Penal Code [11166](#))

Regulation

approved: 12.7.99

revised: 11.04.09

## **ADDENDUM B**

**E 5141.4(a)**

### **ABC UNIFIED SCHOOL DISTRICT Exhibit**

#### **STUDENTS**

##### **CHILD ABUSE REPORTING PROCEDURES**

Section 11166 of the Penal Code requires any child care custodian, health practitioner, firefighter, animal control officer, or humane society officer, employee of a child protective agency or child visitation monitor who has knowledge of or observes a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse to report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

"Child care custodian" includes teachers; an instructional aide, a teacher's aide, or a teacher's assistant employed by any public or private school, who has been trained in the duties imposed by this article, if the school district has so warranted to the State Department of Education; a classified employee of any public school who has been trained in the duties imposed by this article, if the school has so warranted to the State Department of Education; administrative officers, supervisors of child welfare and attendance, or certificated pupil personnel employees of any public or private school; administrators of a public or private day camp; administrators and employees of public or private youth centers, youth recreation programs and youth organizations; administrators and employees of public or private organizations whose duties require direct contact and supervision of children and who have been trained in the duties imposed by this article; licensees, administrators and employees of licensed community care or child day care facilities; headstart teachers; licensing workers or licensing evaluators; public assistance workers; employees of a child care institution including, but not limited to, foster parents, group home personnel, and personnel of residential care facilities; social workers, probation officers or parole officers; employees of a school district police or security department; any person who is an administrator or a presenter of, or a counselor in, a child abuse prevention program in any public or private school; a district attorney investigator, inspector, or family support officer unless the investigator, inspector or officer is working with an attorney appointed pursuant to Section 317 of the Welfare and Institutions Code to represent a minor; or a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of this code, who is not otherwise described in this section.

"Health practitioner" includes physicians and surgeons, psychiatrists, psychologists, dentists, residents, interns, podiatrists, chiropractors, licensed nurses, dental hygienists, optometrists, or any other person who is licensed under Division 2 (commencing with Section 500) of the Business and Professions Code; marriage, family and child counselors; emergency medical technicians I or II, paramedics, or other persons certificated pursuant to Division 2.5 (commencing with Section 1797) of the Health and Safety Code; psychological assistants registered pursuant to Section 2913 of the Business and Professions Code; marriage, family



## ADDENDUM B

E 5141.4(b)

### CHILD ABUSE REPORTING PROCEDURES (continued)

and child counselor trainees as defined in subdivision (c) of Section 4980.03 of the Business and Professions Code; unlicensed marriage, family and child counselor interns registered under Section 4980.44 of the Business and Professions Code; state or county public health employees who treat minors for venereal disease or any other condition; coroners; paramedics; and religious practitioners who diagnose, examine, or treat children.

"Child visitation monitor" means any person as defined in Section 11165.15.

I have been informed of the above law and will comply with its provisions.

---

*(Type employee's name below line, requiring signature above)*

This statement is a permanent record of the district. The cost of printing, distribution, and filing of these statements is borne by the district.

This subdivision is not applicable to persons employed by child protective agencies, public or private youth centers, youth recreation programs and youth organizations as members of the support staff or maintenance staff and who do not work with, observe, or have knowledge of children as part of their official duties.

Exhibit  
approved: 12.7.99

## **ADDENDUM C**

**AR 4052(a)**

### **ABC UNIFIED SCHOOL DISTRICT** **Administrative Regulation**

#### **PERSONNEL - ALL PERSONNEL**

#### **FAMILY CARE AND MEDICAL LEAVE**

##### Eligibility

Any employee who has completed one (1) year of service with the District and who has at least 1,250 hours of service with the District during the previous twelve-month period, shall be eligible to take unpaid family care or medical leave under the provisions of this Administrative Regulation. For eligibility purposes, full-time teachers and six hour employees are deemed to meet the 1,250 hours.

Family care and medical leave may be used for the following reasons:

1. Because of the birth of the employee's child and in order to care for the child.
2. Because of the placement of a child with the employee for foster care or in connection with the employee's adoption of the child.
3. To care for the employee's child, parent or spouse with a serious health condition.
4. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

##### Definitions

For purpose of this Administrative Regulation, "child" means a biological, adopted or foster son or daughter, a stepson or stepdaughter, a legal ward or a child of a person standing in loco parentis as long as the child is under 18 years of age or an adult dependent child.

"Parent" means a biological, foster or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to an employee when the employee was a child.

"Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either: Inpatient care in a hospital, hospice, or residential health care facility; or continuing treatment or continuing supervision by a health care provider.

##### Duration of Leave

Family care and medical leave shall not exceed 12 work weeks during any 12 month period. The 12 month period for calculating leave entitlement shall commence on the date the employee's first family care or medical leave begins. The 12 weeks of family care and medical leave to which an employee is entitled under state law shall run concurrently with the 12

## **ADDENDUM C**

**AR 4052(b)**

### **FAMILY CARE AND MEDICAL LEAVE (continued)**

weeks of family care and medical leave to which an employee is entitled under federal law, except for any leave taken under federal law for disability on account of pregnancy, childbirth, or related medical conditions.

Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

#### **Terms of Leave**

During the period of family care or medical leave, the employee shall use his/her accrued vacation leave, other accrued time off, or any other paid or unpaid time off negotiated with the District.

#### **Family Care and Medical Leave**

If an employee takes a leave because of the employee's own serious health condition, the employee shall substitute accrued sick leave and/or differential leave during the period of leave taken pursuant to this Administrative Regulation.

In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

#### **Maintenance of Benefits**

During the period of family care or medical leave, the employee shall continue to be entitled to participate in the District's health plan and the District shall continue to pay health care premiums under such plan on the same terms as if the employee had continued to work during the period of the leave. Any premium payments required to be made by the employee must be paid at the same time as they would have been due by payroll deduction.

The District may recover health insurance premiums paid on behalf of the employee during the period of the family care or medical leave, if both of the following conditions occur: The employee fails to return from leave after the period of leave to which the employee is entitled has expired and the employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee leave under state or federal law or other circumstances beyond the control of the employee.

#### **Advance Notice of Leave**

The employee shall give the District at least 30 days' advance written notice of his/her need for family care or medical leave. If the employee learns of the need for family care or medical leave fewer than 30 days in advance, he/she shall provide such notice as soon as practicable.

## **ADDENDUM C**

**AR 4052(c)**

### **FAMILY CARE AND MEDICAL LEAVE (continued)**

If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations. If leave is taken intermittently or on a reduced leave schedule, the District may temporarily transfer the employee as permitted by law.

#### **Certifications**

An employee request or leave because of a serious health condition of the employee or to care for a child, spouse or parent who has a serious health condition shall be supported by a certification from the health care provider of the person requiring care. This certification shall include:

1. The date, if known, on which the serious health condition began; and
2. The probable duration of the condition.

In addition, if the request for leave is to care for a family member, the certification shall include an estimate of the amount of time the employee needs to care for the person requiring care and a statement that the serious health condition warrants the participation of a family member to provide care during the period of the leave. If the request for leave is based on the employee's own serious health condition, the certification shall include a statement that, due to the serious health condition, the employee is unable to perform the functions of his/her position.

#### **Family Care and Medical Leave**

If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of the treatment and the expected duration of the leave.

In any case in which the District has reason to doubt the validity of any certification provided to support an employee's request to take leave because of the employee's own serious health condition, the District may require the opinion of a second and third health care provider consistent with state and federal law.

#### **Reinstatement/Non-Discrimination**

Upon granting the employee's request for family care or medical leave, the District shall guarantee to reinstate the employee in the same or a comparable position when the leave ends to the extent required by law. The leave shall not constitute a break in service for purposes of longevity or seniority.

## ADDENDUM C

AR 4052(c)

### **FAMILY CARE AND MEDICAL LEAVE (continued)**

#### Notifications

In accordance with law, the District shall notify employees of their right to request family and medical leave.

#### *Legal Reference:*

DEPARTMENT OF LABOR'S WAGE AND HOUR DIVISION

19 CFR Part 825, FMLA Regulations

Regulation  
approved: 01/02/96