

The background features a dark blue gradient with faint, light blue circular patterns and a scale. The scale is a large arc on the left side, with numerical markings from 140 to 260 in increments of 10. Several smaller circles with arrows are scattered across the background, suggesting a technical or scientific theme.

2022-2025 SUCCESSOR AGREEMENT

TENTATIVE AGREEMENT LANGUAGE

ARTICLE 1: AGREEMENT

1.1 EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FROM JULY 1, 2022 THROUGH JUNE 30, 2025.

1.2 THIS AGREEMENT IS CLOSED FOR THE 2022-2023 SCHOOL YEAR, BUT SUBJECT TO REOPENERS FOR THE 2023-2024 AND 2024-2025 SCHOOL YEARS. DURING EACH REOPENER YEAR, THE ASSOCIATION AND THE DISTRICT MAY EACH SUBMIT THREE (3) ARTICLES OF THE AGREEMENT FOR NEGOTIATION, **ONE OF WHICH SHALL BE ARTICLE 17.**

1.2.1 BOTH PARTIES AGREE THAT WE WILL CONTINUE TO BARGAIN CONTRACT LANGUAGE FOR PSYCHOLOGISTS, BEHAVIORAL HEALTH COUNSELORS, AND BEHAVIORAL INTERVENTION COUNSELORS THROUGHOUT THE 2022-23 SCHOOL YEAR. IF NOT CONCLUDED BY JUNE 30, 2023, THE PARTIES WILL CONTINUE TO BARGAIN AND IT WILL NOT COUNT AS EITHER PARTY'S ALLOTTED REOPENER ARTICLES.

ARTICLE 7: CLASS SIZE

- NO GRADE SPAN ADJUSTMENT LANGUAGE
 - The DO is very close to a 24:1 Tk—3 AVERAGE Ratio

ARTICLE 8: EVALUATIONS

8.2 The District shall evaluate all permanent unit members no less than once every two (2) years. **PERMANENT UNIT MEMBERS WHO** been employed by the District for at least ten (10) years, are authorized to teach English learners, and were rated **OVERALL** as exceeding **STANDARDS IN THEIR MOST RECENT COMPLETED EVALUATION, SHALL BE EVALUATED AT LEAST ONCE EVERY FIVE YEARS. A PERMANENT BARGAINING UNIT MEMBER WHO OTHERWISE MEETS THE CRITERIA OUTLINED HEREIN, AND ARE RATED OVERALL AS** meeting standards in their previous evaluation, may be evaluated at least once every five years, if the evaluator and unit member being evaluated agree. The unit member or the evaluator may withdraw consent at any time. All probationary and temporary unit members shall be evaluated no less than once each year.

ARTICLE 14: HOURS

14.1 The regular workday for a unit member shall consist of seven (7) on-site duty hours or thirty-five (35) hours per week, inclusive of lunch. Unit members who receive an additional responsibility factor shall work thirty-five (35) hours per week, exclusive of lunch.
(SEE APPENDIX B)

14.1.2.1 THE ADDITIONAL RESPONSIBILITY FACTOR COMPENSATION FOR COUNSELORS SHALL BE A FACTOR OF 6% OF THE INDIVIDUAL COUNSELOR'S REGULAR ANNUAL SALARY.

APPENDIX B

MISCELLANEOUS

2. AS NOTED IN ARTICLE 14.1.2.1, THE Additional RESPONSIBILITY FACTOR compensation for counselors shall be a factor of 6% of the individual counselor's regular annual salary.

ARTICLE 14: HOURS (CONT...)

14.3.1 At the secondary level **ONE MONTHLY** faculty/staff development and **ONE MONTHLY** department meeting shall be held immediately following the instructional day, except as otherwise agreed to by a majority vote of unit members concerned. Such meetings shall normally be no longer than one (1) hour in length, and, with the exception of emergencies, unit members are to receive advance notice of at least one (1) week of the required meeting.

At the elementary level **ONE MONTHLY** faculty/staff development meeting and a **ONE MONTHLY** grade level meeting shall be held immediately following the instructional day, except as otherwise agreed to by a majority vote of unit members concerned. Such meetings shall normally be no longer than one (1) hour in length, and, with the exception of emergencies, unit members are to receive advance notice of at least one (1) week of the required meeting.

ARTICLE 14: HOURS (CONT...)

14.11.4 Elementary school sites that have SDC mild/moderate and moderate/severe classes shall receive a budget of ~~\$1,000~~ **\$2,000** per school year per class. The teacher and site administrator are to mutually agree upon the allocation of the funds. The funds may be used to provide release time, hire substitutes, provide extra hours per timesheet, and/or purchase materials. If the teacher and administrator are not able to mutually agree to a use for the money, the Director of Special Education shall specify a use after discussing the matter with the teacher and administrator.

ARTICLE 15 : PLACEMENT ASSIGNMENT, REASSIGNMENT, TRANSFER AND VACANCIES

15.3.7 REDUCTION IN STAFF

- Whenever the number of unit members placed at a school site must be reduced, and the reduction causes an involuntary transfer, the principal shall first seek a volunteer to transfer.
- At the secondary level, should an appropriate unit member not volunteer and the need for an involuntary transfer remain, the unit member with the least District seniority in the affected department shall be transferred/reassigned to another assignment/site where there is an opening, **WITH THE FOLLOWING EXCEPTIONS. THE DISTRICT SHALL USE SITE SENIORITY WHEN TRANSFERRING A UNIT MEMBER OUT OF THE ALTERNATIVE EDUCATION CENTER (AEC). IN ADDITION, WHEN A UNIT MEMBER HAS PREVIOUSLY BEEN INVOLUNTARILY TRANSFERRED FOR DISCIPLINARY REASONS, THE DISTRICT SHALL CONSIDER THE UNIT MEMBER'S SITE SENIORITY VERSUS DISTRICT SENIORITY FOR THE PURPOSE OF IDENTIFYING THE EMPLOYEE TO BE TRANSFERRED.**

ARTICLE 15 : PLACEMENT ASSIGNMENT, REASSIGNMENT, TRANSFER AND VACANCIES (CONT...)

- At the elementary level, should an appropriate unit member not volunteer and the need for an involuntary transfer remain, the unit member at the school site with the least District seniority will be transferred to another site where there is an opening, **WITH THE FOLLOWING EXCEPTIONS. THE DISTRICT SHALL USE SITE SENIORITY WHEN TRANSFERRING A UNIT MEMBER OUT OF THE ALTERNATIVE EDUCATION CENTER (AEC). IN ADDITION, WHEN A UNIT MEMBER HAS PREVIOUSLY BEEN INVOLUNTARILY TRANSFERRED FOR DISCIPLINARY REASONS, THE DISTRICT SHALL CONSIDER THE UNIT MEMBER'S SITE SENIORITY VERSUS DISTRICT SENIORITY FOR THE PURPOSE OF IDENTIFYING THE EMPLOYEE TO BE TRANSFERRED.**

ARTICLE 15 : PLACEMENT ASSIGNMENT, REASSIGNMENT, TRANSFER AND VACANCIES (CONT...)

- An involuntarily transferred unit member, resulting from a staff reduction as set forth in 15.3.7, shall have the first right to return to his/her former site only during the school year in which the involuntary transfer takes effect as long as it does not create a “mis-assignment”. In instances where multiple teachers desire to return to their former site, the District will use District seniority to determine the order of offer.-The District is not obligated to give notice to the unit member of any vacancy or right to return unless the unit member has informed the District through use of the District’s transfer request form that he/she wishes to return to the prior school of assignment. **THIS PARAGRAPH SHALL NOT APPLY TO A UNIT MEMBER WHO HAS PREVIOUSLY BEEN INVOLUNTARILY TRANSFERRED FOR DISCIPLINARY REASONS.**

ARTICLE 17: COMPENSATION AND HEALTH AND WELFARE BENEFITS

17.2 SALARY & FRINGE BENEFITS AGREEMENT

2022-2023

- 1. 8.75% ON SCHEDULE SALARY INCREASE FOR 2022-2023 SCHOOL YEAR EFFECTIVE JULY 1, 2022.**
- 2. \$2,205 ONE TIME BONUS FOR 2022-2023 SCHOOL YEAR FOR THOSE UNIT MEMBERS IN PAID STATUS ON SEPTEMBER 28, 2022.**

10 YEARS OF LCFF AND SALARY INCREASES

- 10 years LCFF Cola Increases = 26.98% (9.32% in 2022-23)
- 10 years of ACT Salary Increases = 28.9% (8.75% in 2022-23)
- 10 years of One-Time money = 7% based off individual salary scales PLUS \$4705 straight to ALL Unit members
- 10 years Health and Welfare Increase = \$2560 increase to a benefits cap of \$10,000

2021-22 ELO Grant

- Unit Members worked an additional 30 minutes per day for 180 days
 - Received approximately 7% salary compensation for this time
 - One Time Bonus
 - Extra Money went to STRS Defined Benefit Account, which is NOT part of their regular retirement.
 - Extra Money stopped June 2022

2022-23 TA

- Salary increase for 2022-23 does **NOT** require extra 30 minutes of work
 - 8.75% Increase is ongoing money. It doesn't expire
 - Has a positive and permanent impact on their regular STRS retirement account.

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES

22.3.4 How will we provide ~~enrichment~~ **EXTENSION** for the students that have met the learning targets?

22.3.4.1 EXTENSION: STUDENTS ARE STRETCHED BEYOND ESSENTIAL GRADE-LEVEL CURRICULUM OR LEVELS OF PROFICIENCY.

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES (CONT...)

22.5 REGULARLY SCHEDULED PLC MEETINGS SHALL NOT BE SCHEDULED DURING THE FIRST TWO (2) FULL WEEKS OF THE STUDENT INSTRUCTIONAL ATTENDANCE CALENDAR TO ALLOW STAFF TO COMPLETE DISTRICT MANDATED TRAININGS.

ARTICLE 22: PROFESSIONAL LEARNING COMMUNITIES (CONT...)

22.6 ELEMENTARY UNIT MEMBERS, GRADES TK THROUGH SIX (6), SHALL RECEIVE ONE REGULARLY SCHEDULED PLC (FORTY-FIVE (45) MINUTES) PER TRIMESTER (TOTAL OF THREE (3) PER SCHOOL YEAR) TO INPUT GRADES INTO THE DISTRICT LEARNING MANAGEMENT SYSTEM. THIS REGULARLY SCHEDULED PLC MUST BE TAKEN ONE WORKING WEEK PRIOR TO OR FOLLOWING THE CLOSE OF EACH TRIMESTER GRADING PERIOD AND SHALL BE SCHEDULED BY A MAJORITY VOTE OF UNIT MEMBERS AT EACH SITE. UNIT MEMBERS SHALL COMMUNICATE THEIR SELECTED DATES TO THEIR SITE ADMINISTRATOR.

APPENDIX C

LEVEL XIV \$2,486

- H.S. Photo Advisor
- Jr. High AVID Advisor
- **ES SDC TEACHER (INCLUDES PRESCHOOL AND TK)**

PSYCHOLOGISTS, BICS, BHCS

Longevity Schedule

- 10 Years—2%
- 15 Years—4%
- 20 Years—6%
- 25 Years—8%
- 30 Years—10%