

# AGREEMENT

---

Pursuant to Sections 3540-3549.3 of the  
Government Code of the State of California

BY AND BETWEEN THE

Alameda County  
Teachers' Association

An affiliate of the California Teachers' Association  
and the National Education Association

AND THE

Alameda County  
Superintendent of Schools

JULY 1, 2021 – JUNE 30, 2024



ALAMEDA COUNTY  
OFFICE OF EDUCATION  
313 West Winton Ave. Hayward, CA 94544  
(510) 887-0152 [www.acoe.org](http://www.acoe.org)



# TABLE OF CONTENTS

May 2022

	PAGES		PAGES
<b>ARTICLE 1</b>		<b>ARTICLE 24</b>	
AGREEMENT.....	1	WORK STOPPAGE AND LOCKOUT .....	46
<b>ARTICLE 2</b>		<b>ARTICLE 25</b>	
RECOGNITION.....	1	CONSULTATION.....	46
<b>ARTICLE 3</b>		<b>ARTICLE 26</b>	
DEFINITIONS .....	2	DISCIPLINARY ACTION .....	47
<b>ARTICLE 4</b>		<b>ARTICLE 27</b>	
NEGOTIATION PROCEDURES .....	3	INDEPENDENT STUDY PROGRAM (IS PROGRAM).....	48
<b>ARTICLE 5</b>		<b>ARTICLE 28</b>	
PERSONNEL FILES.....	4	SAVINGS CLAUSE .....	49
<b>ARTICLE 6</b>			
SUPERINTENDENT RIGHTS .....	5	<b>SIDE LETTERS/MOUs</b> .....	50
<b>ARTICLE 7</b>			
ASSOCIATION RIGHTS.....	5	<b>APPENDIX A – REFERENCED IN ARTICLE 9</b>	
<b>ARTICLE 8</b>		GRIEVANCE CLAIM.....	51
PERSONAL AND ACADEMIC FREEDOM.....	5	<b>APPENDIX B – REFERENCED IN ARTICLE 22</b>	
<b>ARTICLE 9</b>		PROCEDURES FOR APPROVAL OF UNITS	
GRIEVANCE PROCEDURE.....	6	FOR ADDITIONAL SALARY .....	52
<b>ARTICLE 10</b>		PROFESSIONAL GROWTH INCREMENTS .....	53
PROFESSIONAL DUES OR FEES AND		<b>APPENDIX C – REFERENCED IN ARTICLE 16</b>	
PAYROLL DEDUCTIONS .....	9	ANNUAL GOALS AND OBJECTIVES PLANNING FORM.....	54
<b>ARTICLE 11</b>		<b>APPENDIX D – REFERENCED IN ARTICLE 16</b>	
PUBLIC COMPLAINTS.....	10	OBSERVATION AND CONFERENCE FORM.....	59
<b>ARTICLE 12</b>		<b>APPENDIX E – REFERENCED IN ARTICLE 16</b>	
TEACHING HOURS.....	11	FINAL EVALUATION FORM.....	60
<b>ARTICLE 13</b>		<b>APPENDIX F – REFERENCED IN ARTICLE 14</b>	
JOB SHARING.....	15	REQUEST/EXPLANATION FOR PERSONAL NECESSITY LEAVE.....	65
<b>ARTICLE 14</b>		<b>APPENDIX G – REFERENCED IN ARTICLE 10</b>	
LEAVES .....	16	DECLARATION .....	66
<b>ARTICLE 15</b>		<b>APPENDIX H – REFERENCED IN ARTICLE 19</b>	
CLASS SIZE.....	22	CALIFORNIA EDUCATION CODES 48900 & 48910 .....	67
<b>ARTICLE 16</b>		<b>APPENDIX I – REFERENCED IN ARTICLE 3</b>	
TEACHER EVALUATION .....	24	2022-23 CALENDARS .....	71
<b>ARTICLE 17</b>		2023-24 CALENDARS .....	76
ASSIGNMENT & TRANSFER OF TEACHERS.....	29	<b>APPENDIX J – REFERENCED IN ARTICLE 22</b>	
<b>ARTICLE 18</b>		2021-22 TEACHER SALARY SCHEDULE .....	81
STATUTORY CHANGES .....	31	2022-23 TEACHER SALARY SCHEDULE.....	83
<b>ARTICLE 19</b>		2023-24 TEACHER SALARY SCHEDULE.....	85
TEACHER SAFETY.....	32	<b>APPENDIX K – REFERENCED IN ARTICLE 21</b>	
<b>ARTICLE 20</b>		MEDICAL AND DENTAL COVERAGE, OTHER BENEFITS.....	87
AUTHORIZED REIMBURSEMENTS.....	36	<b>APPENDIX L – REFERENCED IN ARTICLE 19</b>	
<b>ARTICLE 21</b>		NOTICE OF UNSAFE/UNHEALTHY/HAZARDOUS CONDITION BY	
TEACHER BENEFITS.....	37	ACTA UNIT MEMBER.....	88
<b>ARTICLE 22</b>		<b>APPENDIX M – REFERENCED IN ARTICLE 12</b>	
SALARIES.....	40	NOTIFICATION FOR SCHEDULING OF A SUBSTITUTE FOR	
<b>ARTICLE 23</b>		SDC TEACHER.....	89
MISCELLANEOUS PROVISIONS .....	44		



## **ARTICLE 1 AGREEMENT**

- A. The Articles and provisions herein constitute a bilateral and binding agreement (Agreement) by and between the County Superintendent of Schools (Superintendent) and the ACTA/CTA/NEA (Association), an employee organization.
- B. This Master Agreement shall remain in full force and effect from July 1, 2021 to June 30, 2024.
- C. During the 2021-2022 work year the parties agree to bargain 2022-2023 and 2023-2024 work calendars.
- D. During the 2023-2024 work year the parties agree to bargain the 2024-2025 work calendars and the successor contract.
- E. The terms of the 2021-2024 agreement shall be in full force and effect until both parties have completed negotiations for the successor contract. Both parties can open any article for the year of the successor contract.

*Revised 6/14/01; 6/14/04; 12/12/06; 6/10/09; 6/2/10; 4/8/13; 4/14/14; 3/10/16, 6/8/18; 1/14/20, 3/28/22*

## **ARTICLE 2 RECOGNITION**

The Superintendent recognizes the Association as the exclusive representative of all certificated employees of the Superintendent, which includes: librarians, counselors, teachers, nurses, speech and language teachers, English Language Learner teachers, TOSAs, but excluding all the following: management, confidential, and supervisory employees as defined in the Act; those persons paid on the management salary schedules and substitute, summer school, and hourly employees.

*Revised 11/3/21*

### ARTICLE 3 DEFINITIONS

- A. Teacher refers to any employee who is included in the appropriate unit as defined in **Article 2** and, therefore, covered by the terms and provisions of this Agreement.
- B. Day means any day in which a bargaining unit member is required by contract to render service.
- C. Negotiable Items mean matters relating to teachers' salaries, hours of employment, and other terms and conditions of employment which shall be limited to health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of teachers, organizational security, and procedures for processing grievances.
- D. Negotiate in Good Faith means a serious and honest effort on the part of each party to reach agreement, including the duty to meet and negotiate, as provided by Section 3543.7 of the Act.
- E. School Day means the amount of time each day, in accordance with the appropriate calendar in Appendix I, when teachers are required to be at their assigned work location or locations.

On the first day of service, all teachers shall be provided a schedule which indicates class time and teacher arrival time.

Failure to meet time schedules provided may result in either a letter of reprimand and/or loss of salary.

- F. Immediate Family means the bargaining unit member's spouse and the unit member's and spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, aunt, uncle, or any person residing in the immediate household, including the bargaining unit member's domestic partner and any individual for whom the bargaining unit member serves as a legal guardian.
- G. Daily Rate of Pay means the teacher's annual salary divided by the number of days of service shown in Article 12, Section F, of this Agreement.
- H. Position means the type of class to which a teacher has been assigned at a particular location or locations.
- I. Consultation means the parties will meet at mutually agreed upon times and places for the purpose of exchanging information, data, and opinions without responsibility to reach agreement.
- J. Inservice Training means those activities approved by the Superintendent, the purpose of which is to expand the knowledge of bargaining unit members to better serve students. The decision to participate in a particular inservice training activity rests with the bargaining unit member.
- K. Staff Development means those activities designed to expand the knowledge of bargaining unit members to better serve students. Participation by bargaining unit members in staff development activities is required.
- L. Board means the Alameda County Board of Education and/ or the County Superintendent of Schools.
- M. Seniority means a teacher's placement in an established order of employment. The order of employment is determined by the recent date of uninterrupted paid service.

For teachers who first rendered paid service to the County Office on the same date, the Superintendent shall determine the order of termination solely on the basis of needs of the County Office and the students thereof, in accordance with Education Code Section 44955.

Specific criteria for termination shall be established which will, upon request, be distributed to any affected teacher.

- N. Categorical Position means a position in which persons may be employed for periods which are less than a full school year and may be terminated at the expiration of the contract or specially funded project without regard to other requirements in accordance with Education Code Section 1294.5. A person employed in the regular program who subsequently accepts a categorical position shall retain all rights of return to the regular program provided by law.

O. Student Programs shall include:

1. Any Community School site operated by Student Programs and Services.
2. Any Juvenile Court School (JCS) site operated by Student Programs and Services.
3. Any "Pregnant and Parenting Teen" school/program site operated by Student Programs and Services.
4. Any Infant & Family Support Program work site operated by Student Programs and Services.
5. Any Independent Study (IS) Program site operated by Student Programs and Services.
6. Any ACOE Opportunity Academy site operated by Student Programs and Services.

## ARTICLE 4 NEGOTIATION PROCEDURES

- A. Negotiations shall take place at mutually agreed upon times and places.
- B. The Association reserves the right to appoint up to five (5) bargaining representatives.

The number of representatives will be determined as follows:

1-36 teachers = 3 representatives

37-48 teachers = 4 representatives

over 48 teachers = 5 representatives

The representatives shall receive one hundred and seventy-five (175) hours per year, collectively, of release time without loss of compensation to meet and negotiate. Additionally, thirty (30) hours of negotiating time beyond the school day shall be paid for at the hourly rate by the Superintendent.

Additional release time, without loss of compensation, shall be provided the representatives to take part in impasse proceedings.

- C. The parties acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter within the scope of negotiations, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, the Superintendent and the Association agree that the other shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement unless both parties agree to do so.
- D. The Superintendent shall furnish to the Association a copy of specifically requested county and state reports and information within five (5) days of request. No charge shall be levied for these materials.

## ARTICLE 5 PERSONNEL FILES

- A. Personnel files on each teacher will be maintained in the Human Resources Office. Information contained therein shall be transmitted only to staff members of the Office who need to have such information to carry out their assigned duties. No such information will be released to any person except the teacher to whom it applies, or to any other person, unless the teacher shall have given permission in writing except as may be required by law.
- B. Information of a derogatory nature shall not be entered on file unless and until the teacher is given notice and an opportunity to review and comment thereon. During such review, which shall take place during normal working hours, the teacher may attach written comments to any derogatory statement placed in his/her file.
- C. All teachers may, upon request, review materials in their personnel file. Review of materials in a personnel file is to be made at a time when a teacher is not actually required to render services to the Office. Any teacher may insert in his/her file any writing in explanation, justification for, or rebuttal to any information contained therein.
- D. Teachers shall have the right to insert in their file any documents, other than those identified in 2 and 3 above, not to exceed three (3) pages each.
- E. All teachers are to inform the Human Resources Office of any change in their residence address and telephone number within two (2) weeks of change. Failure to meet this requirement may result in a letter of reprimand.

*Revised 2/7/22*

## ARTICLE 6 SUPERINTENDENT RIGHTS

- A. The Association recognizes that under California Education Code sections 1293, 1294, and 1294.5 certificated personnel matters are solely the legal responsibility of the county superintendent. (72 Ops. Cal. Att. Gen 25, March 9, 1989; 85 Ops. Cal Att. Gen. 77, April 19, 2002.)
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the Superintendent and the adoption of such rules, regulations, and policies as he/she may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

## ARTICLE 7 ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to make use of school facilities, upon approval of the Superintendent or his/her designated representative, on the same basis, and subject to the same rules and regulations, as other private individuals or entities.
- B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, which shall be provided by the Association. In addition, the Association may post notices on employee bulletin boards which may be installed by the Superintendent.
- C. The Association shall have the right to use institutional mail boxes and other means of communication to the extent permitted by law.
- D. Authorized representatives shall be permitted to transact official Association business on Office property provided that instruction is not disrupted.
- E. Not more than ten (10) days during each year of this Agreement, without loss of pay, to a representative(s) of the Association for the purpose of conducting Association business. The Association president shall provide written notification to the Superintendent at least three (3) days prior to the use of such leave.
- F. Upon written request, the Superintendent shall furnish to the Association whatever information the Association is legally entitled to receive in order that it may fulfill its function as the exclusive representative. In any cases of request relating to personal teacher information, where teachers have not authorized the release of their home addresses or telephone numbers to the Association, only the work site and work phone number will be provided.

## ARTICLE 8 PERSONAL AND ACADEMIC FREEDOM

- A. Teachers shall have freedom to implement the adopted course of study including the right to recommend the selection of appropriate materials and determine student needs as they relate to the curriculum.
- B. The academic freedom of teachers does not exclude, however, the authority and responsibility of the Superintendent or his/her designated representative to question, consult, and direct teachers when, in the Superintendent's judgment, such action is necessary.
- C. The Superintendent shall not inquire into, nor predicate any adverse action upon, a teacher's personal, political, and organizational activities or preferences unless such activities interfere with the satisfactory performance of teaching duties.

## ARTICLE 9 GRIEVANCE PROCEDURE

### A. Definitions

1. A grievance is a claim by one or more bargaining unit members or the Association that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.
2. The grievant is the aggrieved person or persons, including the Association or representative thereof, making the claim.
3. For purposes of this Article, a day is any day the County Office of Education is open for business.
4. An immediate supervisor is the grievant's supervisor.
5. The next level administrator as used in this Article shall mean the Chief of Schools unless otherwise indicated in the ACOE organizational chart. Each unit member will be informed no later than June 1 of each year of their placement for the following year, who their immediate supervisor will be and who their immediate supervisor reports to. If any changes to this information is made after June 1, the unit member shall be so informed. The ACOE Organizational Chart will be posted on ACOE's website and periodically updated.

- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting interpretation of the specific terms and conditions of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedures

#### 1. Informal Step

- a. An aggrieved bargaining unit member shall first discuss the grievance with his/her immediate supervisor, either directly, accompanied by an Association representative, or represented by the Association, with the objective of resolving the matter informally.
- b. This discussion must be requested within twenty-five (25) days of the alleged violation or within twenty-five (25) days of when the grievant knew or reasonably should have known of the facts constituting the alleged violation.

#### 2. Step One

- a. If the matter is not resolved informally, the grievant may submit the claim as a formal grievance no later than seven (7) days after the informal conference, on the form provided in Appendix A.
- b. Within seven (7) days after receipt of the grievance, if requested by either the immediate supervisor, grievant, or Association, the aforementioned parties shall meet to resolve the matter.
- c. Within seven (7) days after receipt of the grievance, or after the Step One conference, if requested, the immediate supervisor shall render a decision in writing, together with supporting reasons.

#### 3. Step Two

- a. Within seven (7) days of receipt of the decision at Step One, or if no decision is rendered within the required time, if the grievant is still not satisfied with the decision, the grievance may be appealed to the next level administrator immediately above.
- b. Within seven (7) days after receipt of the grievance, if requested by either the next level administrator immediately above, grievant, or Association, the aforementioned parties shall meet to resolve the matter.
- c. Within seven (7) days after receipt of the grievance, or after the Step Two conference if requested, the next level administrator immediately above shall render a decision in writing,

together with supporting reasons.

4. Step Three

- a. Within seven (7) days of receipt of the decision at Step Two, or if no decision is rendered within the required time, if the grievant is still not satisfied with the decision, the grievance may be appealed to the Superintendent.
- b. The Superintendent or his/her designated representative shall give the grievant and the Association representative, if any, an answer in writing no later than seven (7) days after receipt of the written grievance.

D. Appearance and Representation

1. Hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Such hearings shall be conducted using non-work hours, unless there is mutual agreement to other arrangements which then shall include release time without loss of pay in order to permit participation.
2. The Superintendent and the Association are responsible for the payment of their own representatives and witnesses involved in any grievance meeting.
3. If the grievance arises from an action of authority higher than the teacher's immediate supervisor, the teacher may present such grievance at Step Three of this procedure provided notice is given to the immediate supervisor prior to level three presentation of the grievance.

E. Time Limits

1. The time limits specified at each level shall be maximums. The time limits may, however, be extended by mutual written agreement of the parties.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the grievant or the Association to lodge an appeal at the next step of this procedure.
3. Any grievance not advanced from one step to the next within the time limits of that step, shall be deemed resolved by the answer at the previous step.
4. All time limits shall be extended day-for-day during winter and spring recesses. During the summer recess, the time limits for the processing of any grievance beyond the filing at Step One (Section C.2.a.) shall be extended day-for-day.

F. Teacher's Legal Rights

1. Nothing contained herein shall deny to any teacher his/ her rights under state or federal constitutions and laws.
2. No teacher may use the grievance procedure in any way to appeal discharge or a decision by the Superintendent not to renew the teacher's contract of employment.
3. No teacher shall use the grievance procedure to appeal any decision of the Superintendent, if such decision is required by a State or Federal Regulatory Commission or Agency.
4. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants.
5. An individual teacher may present his/her grievance to the Superintendent or his/her designated representative and have the grievance adjusted without the intervention of the Association or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement, provided that the Superintendent or his/her designated representatives shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

G. Arbitration

1. Within twenty (20) days following receipt of the decision of the Superintendent, the Association, upon written notice to the other, may submit the grievance to arbitration under and in accordance with the rules of the American Arbitration Association.

2. Powers and Duties of the Arbitrator

It shall be the function of the arbitrator, and the arbitrator shall be empowered, except as such powers are limited below, after due investigation to make a decision in cases of alleged violation of the specific articles and sections of this Agreement. The arbitrator:

- a. Shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- b. Shall have no power to establish salary schedules or change any salary figure thereon.
- c. Shall have no power to rule on any of the following:
  - (1) The termination of services of, or failure to re-employ, any teacher.
  - (2) Any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law.
  - (3) Any matter involving the ultimate conclusions of the evaluator.
- d. Shall have no power to change any practice, policy, or rule of the Superintendent, nor to substitute the arbitrator's judgment for that of the Superintendent as to the reasonableness of any such practice, policy, rule, or any action taken by the Superintendent, unless such practice, policy, rule, or Superintendent action is an alleged violation of the specific terms of this Agreement.
- e. Shall have no power to decide any question in which, under this Agreement, is within the responsibility of the Superintendent to decide. In rendering decisions, an arbitrator shall give due regard to the responsibilities of management and shall so construe such responsibilities, except as they may be specifically qualified by this Agreement.
- f. Shall refer back to the parties any matter on which the arbitrator has no power to rule. The matter shall be referred back to the parties without decision or recommendation on its merits.
- g. Will provide a decision in writing and will set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which violates the terms of this Agreement. However, it is agreed that the arbitrator is empowered to include in any award such financial reimbursement or other remedies as judged to be proper. The decision of the arbitrator will be submitted to the Superintendent and the Association and will be final and binding upon the parties of this Agreement. The Superintendent and the Association shall implement the decision in whole, or by mutual consent the parties may consult on alternatives.

3. Fees and Expenses

The fees and expenses of the arbitrator shall be shared equally by the Superintendent and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

4. Jurisdiction

The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

## ARTICLE 10

### PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Superintendent an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Authorization shall continue in effect from year-to-year unless revoked in writing thirty (30) days after the day the Agreement expires.

Pursuant to the authorization, the Superintendent shall deduct one-tenth (1/10) of the dues from the regular salary check of the teacher each month for ten (10) months. Beginning with the month of September, deductions for teachers who sign the authorization after commencement of the school year shall be appropriately prorated to complete payments by the end of the school year. Any unit member working under contract for less than a full school year shall pay the amount certified by the Association for that member's work year. Such payment may also be made through prorated payroll deduction.

- B. The Superintendent shall make available to teachers forms and materials provided by the Association to accomplish the obligation pursuant to this Article.
- C. The Superintendent agrees to forward all deducted funds to the Association in a timely manner and furnish to the Association the amounts and a list of names of all teachers from whom deductions have been made. The Association agrees to remit to the Superintendent the amount of \$25.00 per year to cover expenses of this service.
- D. The Association shall indemnify, defend, and hold the Superintendent harmless for any claim of any nature and against any lawsuit instituted against the Superintendent including reasonable attorney's fees arisen from the deductions for dues and service fees under this Article.

The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, tried, or appealed.

The Superintendent shall have exclusive authority to select their attorney.

- E. Association Orientation/Onboarding Time (AB119)

The ACOE shall notify the Association President of any new bargaining unit member hired within forty-eight (48) hours prior to an ACOE onboarding meeting with the new bargaining unit member and provide the new employee's contact information. The Association shall be provided thirty (30) minutes of uninterrupted time for bargaining unit member orientation during ACOE onboarding meetings or new employee orientation meetings. ACOE management or staff will excuse themselves during the meeting time with ACTA.

If the ACOE onboarding meetings are held during contractual time, the Association shall have County Office paid release time of thirty (30) minutes for up to two (2) bargaining unit members to attend and participate in the orientation/onboarding meetings.

## ARTICLE 11 PUBLIC COMPLAINTS

### A. Informal Procedure

1. Any complaint against a bargaining unit member shall be discussed privately by the unit member and the member's supervisor within five (5) days of the time the supervisor receives the complaint.
2. Within five (5) days of hearing about a complaint, a bargaining unit member shall attempt to confer on an informal basis with the complainant. The bargaining unit member's immediate supervisor shall attend this conference if the bargaining unit member so requests.

### B. Formal Procedure

1. If the matter is not resolved at the informal level and the complainant desires to file a formal complaint, the complainant shall file the complaint in writing on a form provided by the County Office. If no written complaint is received, the matter may be dropped.
2. The bargaining unit member shall be notified within five (5) days of receipt of a written complaint. The bargaining unit member's supervisor shall attempt to arrange a meeting with the complainant and the unit member. The member shall be entitled to have a representative present.
3. The supervisor shall attend and act as a recorder and fact finder and shall render a written decision no later than ten (10) school days after the meeting. The supervisor shall send a copy of the written decision to the bargaining unit member and the party making the complaint.
4. If the matter is not settled to the satisfaction of either party, an appeal may be made in writing to the Superintendent of Schools within ten (10) days. Within ten (10) days of receiving an appeal, the Superintendent or designee shall send a copy of the decision rendered to the bargaining unit member and the party involved in making the complaint.

### C. General Provisions

1. No adverse action shall be taken against a bargaining unit member nor any notation placed in a unit member's personnel file based upon an anonymous complaint.
2. Complaints which are withdrawn or shown to be false shall neither be placed in the bargaining unit member's personnel file nor utilized in any adverse action against a bargaining unit member

## ARTICLE 12 TEACHING HOURS

- A. The parties agree to bargain the work year calendars by March 1<sup>st</sup> of the final year of the collective bargaining agreement.
- B. The length of the teacher work week shall not exceed 36.25 hours. The workweek shall include student contact hours, before and after school supervision/preparation time, lunch and recesses.
- C. In addition to the teacher workweek outlined in Section B. above, a teacher may be scheduled for up to twenty-four (24) additional hours each school year, with not more than six (6) such hours during any one school month, for staff and faculty meetings and staff development. ACTA unit members shall be notified five (5) business days in advance of any additional hours and for any scheduling changes of the additional hours except in an emergency.
- D. Each teacher could be assigned a maximum of three hundred (300) instructional minutes per day. Each teacher shall have a minimum of a thirty (30) minute lunch break.

By May 31<sup>st</sup>, a site-based decision-making process will be used at each site on an annual basis, to determine the preparation time schedule, with the goal of a daily preparation period that is equal to a continual class period, or as close as possible to that goal, for the subsequent year. The decision shall be determined by the majority of all teachers at each site voting for a specific preparation schedule. Teachers may elect, through a majority vote, to utilize their preparation time in lieu of an after-school meeting.

- E. Agendas for all faculty and staff meetings shall be provided to bargaining unit members at least one day prior to the faculty and staff meeting, and unit members shall be permitted to add items to the agenda.
- F. Changes in student contact hours or changes from those existing in the prior school year, and reorganization or restructuring of the existing teacher school day shall only be made after consultation with ACTA president or designee and affected unit members, prior to such changes in the school day.
- G. Changes to the current school day outside the 8:00 am to 3:15 pm start and end times for any teacher position shall be made only through mutual written agreement by ACTA president or designee and management.
- H. Exchange Weeks/Summer School/Extended School Year Contracts.
  - 1. Bargaining unit members may be approved to work exchange weeks for their daily rate of pay provided that they are approved to take an equal number of hours as non-work time during their regular school calendar period. A "day" shall consist of 7.25 hours.

Exchange weeks shall include summer and recess weeks.

- a. Bargaining unit members may be approved to work exchange weeks for teaching extended school year classes.
- b. Maximum flexibility shall be allowed when determining how a unit member achieves exchange weeks. For example, unit members may:
  - (1) Choose during summer school to fulfill their 7.25-hour workday by teaching the required number of summer school hours and by working on a special project; or
  - (2) Earn an exchange week by teaching 36.25 extended school year hours; or
  - (3) Serve as Lead Teachers during the summer/recess weeks; or
  - (4) Other options agreed to by the Association and the County Office.

- c. Ten (10) business days advanced notice must be given when requesting to change prescheduled exchange weeks. Administrative approval is required.
  - d. When applying to teach extended school year, unit members shall declare their desire for exchange weeks, and shall indicate the exchange week or weeks they desire. To the extent possible, unit members shall receive the non- work week or weeks they choose to substitute. If conflicts arise when scheduling the non-work days during the regular work year, the most senior unit member's choice(s) shall be assigned first. For the purposes of this subsection only, the seniority within the Infant & Family Support Program shall be considered separately from seniority within SPAS programs teachers. Members shall have the next work year's calendar available to them when exchange weeks positions are posted, if negotiated.
2. Timelines Effective July 1, 2018
    - a. Effective July 1, 2018, bargaining unit members who meet the extended contract submission deadline shall be paid at their per diem rate of their salary for the current fiscal year that begins July 1. Should a manager request a member work additional extended school days to the originally contracted time, and it is past the submission deadline, and the unit member agrees, the member shall be paid at their per diem rate.
    - b. On or before March 1, HR shall distribute extended school year/exchange week applications to all bargaining unit members.
    - c. On or before April 1, bargaining unit members who want to teach an extended year, or take exchange weeks, shall submit completed applications to Human Resources.
    - d. On or before May 1, Human Resources shall return work year contracts to members for signatures.
    - e. On or before May 10, bargaining unit members shall sign and return contracts to Human Resources.
  3. If submission deadlines have passed, new hires shall have the option to elect an extended year contract at their per-diem rate for extended year, for the following school year, within 10 days of hire.
  4. Members must commit to work a minimum of three weeks during extended session, unless agreed to by SPAS management.
  5. Placement of teachers during the extended school year shall be as follows:
    - a. 1<sup>st</sup> priority: current assignment, at time of submission, with appropriate credential;
    - b. 2<sup>nd</sup> priority: If a unit member requests a position other than their own at their site, and it is open, then, senior teacher at that site with appropriate credential who requests that position shall be placed in it;
    - c. 3<sup>rd</sup> priority: senior ACTA member at another site with appropriate credential if all else is equal.
    - d. Any teacher who cannot access the 8 weeks of extended year days offered to other unit members due to their program's calendar restrictions shall be given priority to teach during recess weeks. Should there be more than one teacher who wants to teach during the recess weeks, and there is limited availability, the recess weeks shall be divided evenly among the teachers, to the extent possible, but not dividing any one week.
  6. The Agreement between the parties shall apply to all bargaining unit members from July 1<sup>st</sup> to June 30<sup>th</sup> annually.

#### I. Teacher Work Year & Staff Development

1. Beginning school year 2021-2022, the work year for bargaining unit members shall be 185 days, of which 180 days shall be student contact days except nurses whose work year shall be 205 days, of which 200 shall be student contact days. Three (3) days shall be designated as staff development and two (2) days shall be non-student contact days. Each of the two non- student contact days can include a one and a half (1 1/2) hours meeting scheduled at the site. Such meeting shall end 90 minutes after the contractual day has begun or convene 90 minutes before the end of the contractual work day.

2. A Staff Development Committee shall be convened consisting of at least three (3) bargaining unit representatives totaling three (3) selected by the Association and at least one (1) management representative. The Association appointees are selected as follows: one from Court School sites, one from Community School and one from the pregnant and parenting teen programs. Other additional association members may volunteer to participate as members of the committee. The Association will provide a list of their committee appointees by May 1<sup>st</sup> of each year. Association members on the committee shall be compensated for their time as outlined in Article 22, B, 3.

Only after all bargaining unit members seeking a work year beyond 185 days have been scheduled shall the Superintendent seek teachers from outside the bargaining unit.

- J. Unit members who must move due to assignment to a new site or classroom may request and shall be provided assistance. The site administrator shall meet with the unit member who is to move and develop a plan for that move. The plan will provide release time for the unit member that will not exceed three (3) days.

- K. Special Education Preparation Time: Bargaining unit members who have qualified SDC students assigned to their case load may have at least one additional preparation period each day which shall be dedicated to testing; developing IEP's, attending IEP meetings; conferencing with parents and students; and other professional activities to ensure compliance with state and federal special education mandates. For the purpose of this Section, "one additional preparation period" is equivalent to a regular continuous class period at a school site. If a bargaining unit member does not have the additional prep period defined above, and has SDC students assigned to their caseload, then they may request (see Appendix M for form) and shall receive release time equal to a minimum of one half day according to the following formula:

1. Each initial = one day substitute
2. Each annual = one half day substitute
3. Each tri-annual = one or one half-day based upon review of Special Education Director

The release time will be scheduled within ten (10) days from the teacher's request.

- L. Except in extraordinary circumstances, no unit member shall be required to generate, complete or transmit paperwork relative to billable expenses for the receipt of average daily attendance.

M. Period Substitution for Resource Teachers

1. Definition: "Period Substitution" is when a bargaining unit member who is a resource teacher is required to substitute for another unit member.
2. General Condition: Before a resource teacher is assigned to provide period substitution, the county office shall make a concerted effort to assign other personnel to cover an absent unit member's class.
3. Compensation for Period Substitution: Resource teachers, at their discretion may: accumulate periods to be used as bank days, accumulate periods to reinstate sick leave days used during a work year; or be compensated in a combination thereof.

a. Bank Days

- (1) Definition: a "bank day" is a day of compensatory time earned through the accumulation of periods earned by providing period substitution. Five (5) class periods equal one (1) bank day.
- (2) Unit members may, at their discretion, use their accumulated periods throughout the work year, or accumulate periods to be used as bank days.

- (3) Unit members may utilize bank days in half or full day increments.
- a. Reinstatement of Sick Leave: Unit members may use bank days earned to reinstate sick leave days earned and taken during a current work year.
  - b. No later than May 1 of each work year, the site supervisor shall notify each resource teacher of the number of periods of period substitution they have remaining.
  - c. Periods of period substitution shall not be carried over year to year.

*Revised 4/12/22*

## ARTICLE 13 JOB SHARING

- A. Two regular, full-time teachers may request to participate in job sharing by applying in writing to the Superintendent or his/her designee by February 1 of the school year prior to the school year in which the job sharing will be in effect.
- B. Individual teachers interested in job sharing shall be required to submit a written proposal to the Superintendent or his/her designee by February 1 of the school year prior to the school year in which job sharing will be in effect. The written proposal shall conform to the provisions of this Section and shall include teaching duties to be performed, days and times of services, coverage of extra duties, and other traditionally educationally related activities including open house, parent teacher conferences, and staff meetings. It shall be the responsibility of the teachers to develop a plan for the full-time job sharing position including a plan for teacher deployment in the event of a breach of the job sharing agreement.
- C. The Superintendent or his/her designee shall respond to job sharing proposals by April 1 by either approving or disapproving all such plans submitted for consideration.
- D. If the teachers' proposals are approved, the teachers shall be required to submit a request for leave without pay for the percent of time the individual teacher will not be working.
- E. Salary and health benefits provided to the teachers shall be proportionate to time served by each teacher. In no case shall the health benefit exceed the total amount provided one regular full-time position except for the dental and life insurance plans, which shall cover both teachers in full.
- F. Job sharing agreements, including the terms, assignment, salary, and fringe benefits, shall be reduced to writing and provided to both parties for signatures by May 15. Written agreements shall be renewed with mutual agreement of the Superintendent and the teachers on an annual basis by February 1 of the subsequent school year. If agreements cannot be reached, the participating teachers shall return to full-time assignments.
- G. In the event either teacher is unable to fulfill the job sharing agreement, the Superintendent may take action to implement the agreement reached pursuant to B above.

*Revised 10/12/21*

## ARTICLE 14 LEAVES

### A. Sick Leave

1. Each teacher employed five (5) days a week for a 185-day school year shall be entitled to twelve (12) days paid leave annually for illness or injury. For every 15-29 additional contract days worked over the base 185-day work year, bargaining unit members shall receive one (1) additional sick day for that work year; for every 30+ additional contract days worked, bargaining unit members shall receive two (2) additional sick days. A teacher employed less than a 185-day school year, or less than five (5) days a week shall be entitled to that proportion of the annual allowance as the number of days in the regular school calendar for the position assigned, or as the number of days employed per week bears to five (5).
  - a. Sick leave for the 185-day work year shall be credited annually on July 1, and unused sick leave will accumulate from year to year.
  - b. Sick leave for additional contract days worked shall be credited annually on October 1.
  - c. When scheduling allows, a teacher out for one-half day or less shall be charged actual time rounded to the next highest hour.
2. The Superintendent may require proof of illness or injury where:
  - a. A teacher is absent on sick leave for three (3) or more consecutive days.
  - b. There is reasonable cause to believe the teacher is abusing sick leave. (Reasonable cause – to believe a teacher is abusing sick leave could include but not be limited to a pattern of sick leave usage occurring on a regular basis.)
  - c. The teacher's supervisor shall consult with the teacher to determine the reason for the pattern of sick leave use.
  - d. After consultation, if sick leave abuse is suspected, the supervisor may then indicate possible corrective measures.
3. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, termination of pregnancy, and recovery therefrom are, for all job-related purposes, temporary disabilities.
4. All disabilities caused by illness or injury shall qualify the teacher for sick leave benefits.
5. All leave for disabilities shall be subject to the following conditions:
  - a. The disability is substantiated in writing by a physician who certifies that the disability was of such a nature as to have prevented the employee from working, and the number of days such disability continued.
  - b. The substantiation and certification are submitted to the Superintendent within thirty (30) calendar days of the first day for which the sick leave is claimed, or upon return to work, whichever occurs first.
6. Bargaining unit members shall be notified of their accumulated sick leave, in days, on their payroll warrants. Seven and one-quarter hours (7.25) is equal to one day.
7. Beginning the 2010-2011 work year, on or before September 1, teachers who have used no more than two (2) days of sick leave and/or personal necessity leave between July 1 and June 30 of the preceding school year shall be notified and credited with one (1) additional day of sick leave. This day may be added to their accumulated sick leave or sold back to the Superintendent at the bargaining unit member's daily rate of pay.

### B. Pregnancy Disability Leave

1. The Superintendent shall provide for leave of absence from duty, without pay, for any teacher

of the Office who requests absence from duties because of pregnancy.

2. The length of the pregnancy disability leave, without pay, including the day on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician subject to the following conditions:
  - a. The pregnant teacher may continue to work as long as her health will permit, as certified by her physician, and so long as she can carry out her duties and responsibilities.
  - b. The pregnant teacher shall file a statement by her physician no later than the commencement of her fifth (5th) month of pregnancy certifying the estimated date of delivery, and that the teacher is in good health, and that, in the physician's judgment, the teacher can continue to carry out her assigned duties and responsibilities without danger to herself or her child.
  - c. Pregnancy Disability Leave shall be credited in accordance with state and federal law.
3. A teacher returning after expiration of pregnancy disability leave shall be entitled to return to the same position, provided her physician certifies that the teacher's health will permit her to discharge all the duties and responsibilities of her position.
4. A teacher on pregnancy disability leave may return to duty prior to the expiration of her leave provided an unfilled (example, any position filled by a substitute) position for which she is qualified exists and her physician certifies that the teacher's health will permit her to discharge all the duties and responsibilities of her position. Unless the Superintendent has contracted with another teacher to fill her position, the teacher on leave will be returned to her former position.
5. A teacher's absence due to pregnancy disability leave shall not result in forfeiture of probationary or permanent status.
6. A teacher on pregnancy disability leave may continue health and welfare benefits at the teacher's expense.

#### **C. Parental Leave**

1. Parental Leave, with pay, shall be available and administered in accordance with state and federal law.
2. Parental Leave, without pay, after delivery or adoption, shall be granted a teacher, upon request, after Parental Leave, with pay, has been exhausted. The combined use of Parental Leave with and without pay cannot extend beyond 12 months.
3. A teacher returning after expiration of parental leave shall be entitled to return to the same position within the same year of the leave. Beyond the school year of the commencement of the leave, it will be at the discretion of management where to place the returning teacher.
4. A teacher on parental leave may return to duty prior to the expiration of the leave provided an unfilled (example, any position filled by a substitute) position for which the teacher is qualified exists. Unless the Superintendent has contracted with another teacher to fill the position, the teacher on leave will be returned to the former position.
5. The teacher's absence due to parental leave shall not result in forfeiture of probationary or permanent status.
6. A teacher on parental leave may continue health and welfare benefits at the teacher's expense.

#### **D. California Family Rights / Family Medical Leave**

California Family Rights / Family Medical Leave shall be available and administered in accordance with state and federal law.

#### **E. Extended Illness Leave**

Pursuant to Education Code Section 44977, if a teacher has utilized all accumulated sick leave and is still absent on account of illness or injury for a period of five (5) school months or less, the

amount of salary deducted in any month shall not exceed the sum paid a substitute during the period of absence. The five (5) months period or less during which the above deductions occur shall not begin until all other paid sick leave for which the teacher is eligible has been exhausted and illness has been verified by a physician.

When a unit member has exhausted all available sick leave including accumulated sick leave and continues to be absent on account of illness or accident beyond the five month period provided for above, and the unit member is not medically able to resume the duties of his or her position, the unit member shall, if not placed in another position, be placed on an reemployment list for a period of 24 months if the unit member is on probationary status, or for a period of 39 months if the unit member is on permanent status. When the unit member is medically able during the 24- or 39-month period, the unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24-month or 39-month period shall commence at the expiration of the five month period for above. If a unit member returns from extended illness leave and subsequently becomes ill, during the same school year, that individual may resume taking the balance of extended illness leave providing the illness is verified by a physician.

#### **F. Personal Necessity Leave**

1. Up to the annual allocation of sick leave absence allowed pursuant to Section A of this Article may be used by a teacher with prior notification for the following:
  - a. Death or serious illness of a member of his/her immediate family.
  - b. Accident involving his/her person or property, or the person or property of a member of his/her immediate family.
  - c. The adoption of a child.
  - d. Paternity leave, where such leave is necessary to care for the newborn child or mother of the newborn child.
2. In addition to the purposes specified in 1. above, three (3) days of personal necessity leave may be used for:
  - a. Required appearance of the teacher before a court, commission, or other tribunal under subpoena, summons, or other process.
  - b. Personal importance leave which describes an employee's activity that cannot be deferred to another day or time when the employee is free from duties and is not for the purposes of other employment; attendance at, or participation in functions or activities which are primarily for the employee's pleasure, amusement, or personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip; seeking or engaging in other remunerative employment; engaging in a strike, demonstration, picketing, lobbying, rally, campaigning, or political activity; to take examinations or engage in other activities related to advanced training.
  - c. Such other reason as approved by the Superintendent/Designee based upon terms and conditions deemed appropriate by the Superintendent.
3. Verification of reason for use of personal necessity leave pursuant to paragraph 1. above may be requested by the Superintendent within ten (10) working days of receipt of the request/explanation for personal necessity leave form. Upon request for verification, the teacher shall have ten (10) working days to comply with such request.
4. Requests for use of personal necessity leave pursuant to paragraph 2. above shall be made and approved by the Superintendent at least three (3) work days prior to the commencement of the leave and shall state the purpose of the leave, manner of verification of leave, and the date or dates for which leave is requested (Appendix F).
5. Use of this leave shall be taken in full-day increments only.
6. Failure to adhere to timelines defined herein shall be grounds for denial of this leave.

#### **G. Personal Leave**

Unit members may take one (1) day of personal leave each school year. Such leave shall require

prior notice in the same manner as sick leave but shall not require advance permission. Personal leave shall be charged against personal necessity leave and, therefore, sick leave. Personal leave may not be taken on the day before or after a holiday or vacation period, before or after a 3-day weekend, or on the first working day of the school year, or on a professional development day. Personal leave shall be taken in full-day increments only.

#### **H. Emergency Leave**

1. Emergency leave may be granted for up to three (3) days in any school year for one of the following reasons:
  - a. Extension of bereavement leave.
  - b. Serious injury or illness to a member of the teacher's immediate family or an accident involving the teacher's person, property, or the person or property of a member of his/her immediate family.
  - c. Required appearance of the teacher before a court, commission, or other tribunal under subpoena, summons, or other process.
2. Emergency leave will be granted only after personal necessity leave has been exhausted.
3. Emergency leave shall not be deducted from sick leave and is not accumulative.
4. A teacher shall notify his/her administrator as soon as possible of the need to take emergency leave and the reason therefor.

#### **I. Bereavement Leave**

Every teacher shall be entitled to three (3) days of paid leave of absence, or five (5) days if travel of more than 200 miles is involved, on account of the death of any member of his/her immediate family. This leave shall not be deducted from sick leave.

#### **J. Industrial Accident or Illness Leave**

1. Industrial accident or illness leave shall be available to teachers pursuant to Education Code Section 44984 and shall commence on the first day of absence.
2. Allowable leave shall be for up to 120 working days for the same injury or illness, per fiscal year, and cannot be accumulated from year to year. Should the leave extend into the next fiscal year; the unit member shall be entitled to the amount of unused leave due him/her for the same accident or illness.
3. The benefits provided in this paragraph are in addition to sick leave benefits. Accordingly, the Superintendent shall not deduct from accumulated sick leave the industrial accident and illness leave used by a teacher who is absent as the result of an industrial accident or illness.
4. As a condition of receiving full salary while on industrial accident or illness leave, the teacher shall endorse over to the Superintendent all monies received from the workmen's compensation insurance carrier on account of such industrial accident or illness.
5. Upon exhaustion of the above authorized Industrial Accident or Illness Leave benefits, the unit member shall be entitled to utilize accrued sick leave and/or extended illness leave, if applicable.
6. If the employee was physically injured during an act or acts of violence during the performance of assigned duties, then his/her allowable leave of absence shall be extended beyond the initial 120-day period, up to the full year of leave allowed.

#### **K. Jury Duty Leave**

Leave for jury duty shall be granted with full pay if the following conditions are met:

1. The teacher shall notify his/her administrator when the call to jury duty is received.
2. The teacher endorses over to the Superintendent all fees, except travel reimbursement, received by the teacher for jury service.
3. Upon return to duty, the teacher shall provide a copy of the summons to the administrator.

#### **L. Military Leave**

1. Military leave shall be granted to teachers pursuant to Military and Veteran's Code Section 395 and Education Code Section 45059.
2. The teacher shall apply to the Superintendent for such leave twenty (20) days prior to commencement and shall provide a copy of the military order at time of application or at the earliest date.

#### **M. Study Leave**

The Superintendent may grant a teacher an unpaid leave of absence to pursue educational improvement and advancement. Such leave shall be for a minimum of one (1) semester and a maximum of one (1) school year.

1. A teacher shall apply to the Superintendent for such leave no later than twelve (12) weeks before its anticipated commencement.
2. A teacher on study leave shall be entitled to return to the same position.
3. A teacher on study leave may continue health and welfare benefits at the teacher's expense.

#### **N. Inservice Leave**

1. A teacher, with the Superintendent's approval, may be granted paid leave each school year for the purpose of improving performance. Such leave may be used to visit other schools, attend professional workshops and conferences, or other activities related to the performance of the teacher's duties and responsibilities.
2. The teacher shall apply to the Superintendent for each leave no later than twenty (20) days prior to commencement.

#### **O. Sabbatical Leave**

Sabbatical leave shall be granted to teachers pursuant to Education Code Sections 44966 and 44967 under the following terms and conditions:

1. Such leave may be taken only for purposes of study or travel, in which the travel is necessitated by a plan of independent study or research.
2. Not more than four percent (4%) of teachers may be on sabbatical leave at any time.
3. The application for such leave shall be made prior to January 31 of the school year prior to the year of desired leave, and shall describe the proposed course of study, or travel and independent study or research, in such detail sufficient to permit a determination by the Superintendent of its worth to the Office and the pupils thereof.
4. Such leave shall not exceed a full school year.
5. Compensation while on sabbatical leave shall be paid in the same manner as if the teacher were working in his/ her regular position upon the teacher's furnishing a suitable bond in the amount paid to or on behalf of the teacher indemnifying the Superintendent against loss in the event the teacher does not render at least two (2) years' service to the Office after completion of such leave. Such bond shall be exonerated if the failure to render at least two (2) years service is due to death or physical or mental disability of the teacher.
6. Salary while on sabbatical leave shall be one-half (1/2) of the salary the teacher would have earned had the teacher not been on leave.
7. The teacher will receive one-half (1/2) of the fringe benefit allowance while on sabbatical leave.
8. If the sabbatical leave is for one full year, the year spent on sabbatical leave shall be considered a year of service for salary schedule advancement. If the sabbatical leave is for one semester, the semester spent on sabbatical and the semester worked shall be considered a year of service for salary advancement.

9. All sabbatical leave requests shall be submitted to the Superintendent for consideration of approval.
10. Evidence of completion of the approved course of study or research shall be submitted to the Superintendent not later than December 1 of the school year immediately succeeding the year during which the leave was taken.

**P. Leave Without Pay**

1. Semester leave without pay may be granted, upon application of permanent teacher, by the Superintendent for a period not less than one (1) semester nor more than one (1) school year. No salary or fringe benefits will be paid to a teacher while on leave without pay. However, the teacher may pay benefit premiums. The period of leave without pay shall not count for any purpose, including advancement on the salary schedule. The application must be made in writing to the Superintendent no less than forty-five (45) days prior to the commencement of the leave.

A teacher on leave without pay must notify the Superintendent of his/her intent to return to work on the specified return date. Notification shall not be less than twenty (20) days prior to the end of the leave. Failure to notify the Superintendent prior to this time period constitutes abandonment of the position.

2. Leave without pay may also be granted, upon application of a permanent teacher, for not more than two (2) weeks in any one fiscal year. Such leave without pay will not affect fringe benefits. The application must be made in writing to the Superintendent no less than ten (10) days prior to the commencement of the leave.

**Q. Miscellaneous**

1. Upon request of the teacher, the Superintendent may extend a teacher's unpaid leave for an additional one (1) year.
2. Any teacher who seeks an extension of an unpaid leave shall make application not later than eight (8) weeks preceding the expiration of the original leave.
3. A teacher returning from any leave shall be entitled to return to the same position, subject to the provisions of **Article 17**.
4. Failure to meet any requirement or timeline may result in one or all of the following: letter of reprimand, loss of specific leave benefit, and loss of salary.

## ARTICLE 15 CLASS SIZE

- A. An ACOE Opportunity Academy teacher shall have an active caseload of:
1. No more than twenty-eight (28) students, or twenty-four (24) students if in a .862 FTE teaching position if the teacher is assigned to one site in the program.
  2. For teachers serving two sites: Subtract two (2) from class size.
  3. For teachers serving three sites: Subtract five (5) from class size.
  4. Mid-day travel from site to site: Subtract one (1) more student from class size.  
Example: A 1.0 FTE teacher who is assigned to two sites and has mid-day travel has a class size of 25
5. A manager may not assign more than three (3) sites to a teacher.
- This provision may be reopened by ACOE upon any reduction or elimination of funding for the Opportunity Academy.
- B. AOA Teacher with Special Education Caseload
1. Definition: An “AOA Teacher with a Special Education Caseload” is an Independent Studies Teacher who was hired as a (non-itinerant) site-based Special Education teacher and may also carry a caseload of Special Education students.
  2. The class size of an AOA Teacher with a Special Education Caseload shall be calculated as follows:
    - a. A student with an IEP shall be counted as “2” students for AOA caseload/class size purposes.
    - b. A student without an IEP shall be counted as “1” student for AOA caseload/class size purposes.
- C. Class sizes in the Juvenile Court Schools shall not exceed the following numbers of pupils:
1. Butler Academic Center / Sweeney Academic Center Class shall not exceed sixteen (16) students.
  2. The physical education class size in the Butler Academic Center / Sweeney Academic Center may only exceed fifteen (15) students up to a maximum of twenty-five (25) students when one (1) additional adult supervisor is provided and may exceed twenty-five (25) only when two (2) additional adult supervisors are provided, but in no case shall the class exceed thirty- five (35) students.
- D. During any calendar month, a Community School Class shall not exceed an average attendance of seventeen (17) students.
- E. During any calendar month, the Parenting Teen Program shall not exceed an average daily attendance of twenty-eight (28) to one (1).
- F. Class size and enrollment in the Infant & Family Support Program will be based on State Department of Education guidelines.
- G. During any calendar month, a Quest Independent Study teacher shall meet and instruct no more than an average of thirty (30) students – if the teacher is assigned to one site in the program. For teachers serving more than one site:
1. Each additional site (full day or partial day), subtract two (2) from class size.
  2. Mid-day travel from site to site in addition to a full day at an additional site: subtract one (1) more student from class size.

Example 1: A teacher who travels to another site for part of one day or a full day has a class size of 28.

Example 2: A teacher who travels to another site for one full day and the same site another partial day has a class size of 27.

3. A manager may not assign more than two sites to a teacher, unless it is the teacher's preference.

#### H. Quest Teacher(s) with a Special Education Caseload

1. Definition: A "Quest Teacher(s) with a Special Education Caseload" is a teacher who is assigned to be an Independent Studies Teacher in the Quest Program and is also carrying a caseload of assigned Special Education students at one or more sites in the Quest Program.
2. A Quest Teacher(s) with a Special Education Caseload shall be assigned a class size that is calculated as follows:
  - a. A student with an IEP shall be counted as "2" students for Quest class size purposes.
  - b. A student with an IEP shall be counted as "1" student for Quest class size purposes when the Quest teacher provides Special Education services to a student receiving General Education from another Quest teacher.
  - c. If a situation arises in which the Quest Special Education teacher temporarily goes over the 30, 28, or 27 allowed per Section E, another Special Education teacher from SPAS who does not have a full caseload shall be assigned to do any necessary academic testing as determined by the Quest teacher with the Special Education Caseload
  - d. The maximum number of Quest special education students assigned to the Quest Teacher(s) with a Special Education Caseload shall not exceed twelve (12).

*Revised 3/28/22*

## ARTICLE 16 TEACHER EVALUATION

- A. The Superintendent and Association agree that the purpose of teacher evaluation is to maintain and improve the quality of instruction provided to pupils enrolled in the schools and classes maintained by the Superintendent.
- B. Frequency of Evaluations
  - 1. Evaluation Every Year: Probationary teachers shall be evaluated every year.
  - 2. Evaluation Every Other Year: Permanent teachers shall be evaluated at least every other year, except for those who qualify under Section B.3. immediately below.
  - 3. Evaluation Every Five (5) Years
    - a. By mutual agreement of the evaluator and the unit member to be evaluated, the unit member shall be evaluated at least once every five (5) years providing all of the following conditions apply:
      - (1) The unit member has achieved permanent status.
      - (2) The unit member has been employed by the County Office for ten (10) years. For the purposes of this section, a year of employment shall count if the unit member was employed for at least 50% of the days required in the unit member's work year. Fractions of a work year of less than 50% may be added together to achieve a full work year. The ten (10) years of employment need not be continuous.
      - (3) The unit member's immediate prior evaluation was deemed satisfactory as defined in Section C.f. below.
      - (4) The unit member has been determined to be highly qualified as defined in the ESEA 20 UCS Section 7801.
    - b. Withdrawal from a Mutual Agreement
      - (1) Mutual agreement may be withdrawn by either the evaluator or the unit member providing the withdrawal is not based on arbitrary or capricious reasons.
      - (2) Administrative reasons for termination of a mutual agreement are: the progress of students toward established standard of expected pupil achievement; the instructional techniques and strategies used by the unit member; the unit member's adherence to curricular objectives; and the establishment and maintenance of a suitable learning environment.
      - (3) The individual requesting to withdraw from a mutual agreement shall place their reason(s) in writing not later than 30 days prior to the last day of the school year. The withdrawal shall take effect the following school year.
- C. Evaluation Based on the California Standards of the Teaching Profession
  - 1. Unit members shall be evaluated on the following California Standards for the Teaching Profession
    - a. Standard One: Engaging and Supporting All Students in Learning:
      - (1) Connecting students' prior knowledge, life experience, and interests with learning goals.
      - (2) Using a variety of instructional strategies and resources to respond to students' diverse needs.
      - (3) Facilitating learning in experiences that promote autonomy, interaction, and choice.
      - (4) Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful.

- (5) Promoting self-directed, reflective learning for all students.
  - b. Standard Two: Creating and Maintaining Effective Environments for Student Learning
    - (1) Creating a physical environment that engages all students.
    - (2) Establishing a climate that promotes fairness and respect.
    - (3) Promoting social development and group responsibility.
    - (4) Establishing and maintaining standards for student behavior.
    - (5) Planning and implementing classroom procedures and routines that support student learning.
    - (6) Using instructional time effectively.
  - c. Standard Three: Understanding and Organizing Subject Matter for Student Learning
    - (1) Demonstrating knowledge of subject matter content and student development.
    - (2) Organizing curriculum to support student understanding of subject matter.
    - (3) Interrelating ideas and information within and across subject matter areas.
    - (4) Developing student understanding through instructional strategies that are appropriate to the subject matter.
    - (5) Using materials, resources, and technologies to make subject matter accessible to students.
  - d. Standard Four: Planning Instruction and Designing Learning Experiences for All Students
    - (1) Drawing on and valuing students' backgrounds, interests, and developmental learning needs.
    - (2) Establishing and articulating goals for student learning.
    - (3) Developing and sequencing instruction, activities, and materials for student learning.
    - (4) Designing short-term and long-term plans to foster student learning.
    - (5) Modifying instructional plans to adjust for student needs and respond to ongoing assessments.
  - e. Standard Five: Assessing Student Learning
    - (1) Establishing and communicating learning goals for all students.
    - (2) Collecting and using multiple sources of information to assess student learning.
    - (3) Involving and guiding all students in assessing their own learning.
    - (4) Using the results of assessments to guide instruction.
    - (5) Communicating with students, families, and other audiences about student progress
  - f. Standard Six: Developing as a Professional Educator
    - (1) Reflecting on teaching practice and planning professional development.
    - (2) Establishing professional goals and pursuing opportunities to grow professionally.
    - (3) Working with communities to improve professional practice.
    - (4) Working with families to improve professional practice.
    - (5) Working with colleagues to improve professional practice.
    - (6) Balancing professional responsibilities and maintaining motivation.
- D. Evaluation Process
- 1. Annual Standards and Goals Planning Process
    - a. Upon offer and acceptance of employment, unit members new to the County Office shall be notified they shall be evaluated during their first and second year of employment. No later than the tenth work day of the new school year, bargaining unit members shall be notified if they are to be evaluated. (See Appendix C). Evaluation cycle will be consistent with the

California Education Code.

- b. No later than October 1 of each work year a unit member being evaluated shall complete an Annual Standards and Goals Planning Form (Appendix C) by self-selecting two (2) Standards and at least two (2) Goals under each Standard the unit member desires to concentrate their professional efforts for the work year.
  - c. No later than October 30 the unit member and his/her administrator shall meet in an Annual Planning Conference to discuss the unit member's self-selected Standards and Goals and to mutually agree on the specific Standards and Goals to serve as the nexus of the evaluation. During the course of the Conference, a tentative date shall be scheduled for the Pre-Observation Conference.
  - d. In the event of a disagreement on the Annual Standards and Goals Planning Form, the Assistant Superintendent of Student Services shall make a good faith effort to mediate the disagreement. In the event the mediation process fails to produce agreement, the Assistant Superintendent shall make a finding and that determination shall be final. Resolution of such a disagreement shall be completed no later than November 10 of the evaluation year. The unit member may request attendance of the Association representative in the mediation process.
  - e. In the event a permanent teacher, with no unsatisfactory rating in his/her previous evaluation is involuntarily transferred after the June 1 or during his/her regular evaluation year, he/she may elect to postpone evaluation timelines for up to 60 days beginning the first day of service in the new position. All timelines in Appendix C shall then be adjusted accordingly. Should a member be transferred after February 1, and no evaluation has yet taken place, the member may elect to be evaluated the following year.
  - f. If a permanent teacher, with no unsatisfactory rating in his/her previous evaluation, is involuntarily transferred, and it is not his/her regular evaluation year, no evaluation will take place.
2. Classroom Observation Process
- a. Pre-Observation Conference
    - (1) Within five (5) working days prior to a classroom observation the unit member and the evaluator shall meet to discuss the observation.
    - (2) The date of the Pre-Observation Conference shall be noted on the face of the Final Evaluation Form (Appendix D).
  - b. Classroom Observation
    - (1) There shall be one (1) or two (2) classroom observations by the evaluator, each of which shall be not less than thirty (30) minutes.
    - (2) If a second observation is desired by either Party, the unit member and the evaluator shall mutually determine a date for the Pre-Observation Conference for the additional observation.
  - c. Post-Observation Conference
    - (1) The Post-Observation Conference shall take place no later than ten (10) working days after the classroom observation.
    - (2) The evaluator's initial written Observation and Conference Form shall remain in draft format pending discussion during the Post-Observation Conference. Within five (5) working days of the Conference, the unit member shall receive the final Observation and Conference Form which has been signed by the evaluator. The unit member shall sign the final Observation and Conference Form acknowledging receipt but not agreement with the content of the Form and return it to the

evaluator. The evaluator shall see the unit member receives a copy of signed final Form.

- (3) If the unit member disagrees with the content of the final Observation and Conference Form, s/he has the right to write comments and have them attached to the final Form.
  - (4) The Post-Observation Conference may also serve as Final Evaluation Conference to finalize the Final Evaluation Form.
3. Final Evaluation: The completed Final Evaluation Form (Appendix E) shall be discussed by the unit member and the evaluator in a Final Observation Conference. The Final Evaluation Form shall be signed by both the unit member and the evaluator. Signature by the unit member acknowledges receipt of the Form but not agreement with the specific content. One copy of the Final Evaluation Form shall be provided to the unit member no later than thirty (30) days before the last teacher workday in the school year in which the evaluation takes place. The unit member shall have the opportunity to append a statement to the Final Evaluation Form.
4. Unsatisfactory Evaluation: When an evaluation results in an overall rating of unsatisfactory, the unit member shall be evaluated annually until s/he achieves a satisfactory evaluation. The following procedures shall be followed:
  - a. Administrative Assistance
    - (1) The Final Evaluation Form shall show the specific recommendations of the evaluator or the unit member for correcting the unsatisfactory performance, including a description of such direct assistance to the teacher as the evaluator, in his/her sole judgment, may deem necessary.
    - (2) Additional Classroom Observation(s): Not less than one (1) additional classroom observation shall be made prior to the end of the work year. The first additional observation shall occur not less than fifteen (15) days and not more than thirty (30) days following the Final Evaluation Conference. A second additional observation, if deemed necessary, shall occur not less than forty-five (45) days or more than sixty (60) days following the first additional classroom observation. Each of these additional classroom observations shall result in a Post-Observation Conference as outlined in Section D.2(c) above. If the first additional classroom observation is satisfactory, additional classroom observations shall be waived by mutual consent of the unit member and the evaluator.
  - b. Improvement Program: If the Final Evaluation deems a unit member's performance in teaching methods and instruction as unsatisfactory, the teacher may be required to participate in a program designed to improve the appropriate areas of performance. Any such program shall be developed by the evaluator and the Assistant Superintendent of Student Services in consultation with the unit member. The employer shall be responsible for the fees and expenses of such a program. Professional growth credit will not be granted for employer-paid course work or course work completed during the assigned workday.
  - c. Additional Classroom Observation(s): Not less than one (1) additional classroom observation shall be scheduled by the unit member and the evaluator when sufficient time has elapsed under the Improvement Plan to deem the classroom observation appropriate. A second additional observation, if deemed necessary, shall occur not less than forty-five (45) days or more than sixty (60) days following the first additional classroom observation. Each of these additional classroom observations shall result in a Post-Observation Conference as outlined in Section D.2(c) above. If the first additional classroom observation is satisfactory, additional classroom observations shall be waived by mutual consent of the unit member and the evaluator.

- d. Additional Formal Observation by a Different Evaluator: The unit member may request an additional formal observation by a person other than the unit member's assigned evaluator and may request such additional assistance as, in the teacher's judgment, will assist in correcting the unsatisfactory work. The Classroom Observation procedures outlined in Section D.2 shall be utilized by the unit member and the additional observer. The selection of the other person shall be made by the Superintendent.
- e. Association Representation: The teacher may request Association Representation in the aforementioned unsatisfactory evaluation process.

E. Disagreement of Evaluation Content

In the event there exists a difference of opinion between the evaluator and unit member over the content of any Final Evaluation, the unit member shall have the right to provide and attach to the Final Evaluation Form such information, data, or other statement in explanation or mitigation of the content of the Final Evaluation as the unit member, in his/her sole discretion, may determine.

F. Time Limits

Any time limits provided for in this Article may be extended by mutual agreement of the Employer and the Association.

## ARTICLE 17

### ASSIGNMENT AND TRANSFER OF TEACHERS

#### A. Definitions:

1. Reassignment is the placement of a bargaining unit member to a different position at or within his/her school site.
2. Transfer is the relocation of a bargaining unit member from one school site to a different school site.
3. Vacancy is a position requiring certification qualifications which is not filled by an employee in the bargaining unit.

#### B. Reassignment and Transfer Considerations

1. Reassignments and Transfers shall be made with consideration given to programmatic needs, teacher credential qualifications, and senior teacher interest and preference.
2. Reassignment and transfer requests shall not be made and/or denied arbitrarily, capriciously or without basis in fact.

#### C. Postings

1. Each internal vacancy posted shall include the following information:
  - a. Site location of vacancy; and
  - b. Subject matter of position
2. If there is a vacancy during the school year, all sections of this article shall apply, except the timelines shall be as follows:
  - a. All vacant positions shall be posted for internal transfer.
  - b. Bargaining unit members shall have 10 business days to apply for a position from the date it is first posted.
  - c. Bargaining unit members shall be notified within 15 working days of the administrative action on their request.
3. In the event a position is opened for internal transfer or reassignment during summer recess, bargaining unit members shall be notified for the opening if unit members have provided Human Resources a summer email address for that purpose. No later than June 1, Human Resources shall email ACTA members a notice to provide a summer email address for this purpose.
4. All internal open position shall be emailed to unit members at their work email address.

#### D. Reassignment and Transfer Timelines

1. By May 1 (or the preceding work day if the 1<sup>st</sup> falls on a non-work day), notice of all vacancies for the subsequent school year shall be posted and shall remain open for at least ten (10) work days.
2. By May 10 (or the preceding work day if the 10<sup>th</sup> falls on a non-work day), all bargaining unit members requesting a reassignment or voluntary transfer shall submit a form to the Chief Human Resources Officer. Bargaining unit members who do not apply for reassignment or transfer shall remain in their current positions for the following school year.
3. By May 30 (or the preceding work day if the 30<sup>th</sup> falls on a non-work day), all bargaining unit members requesting reassignment or transfer shall be notified in writing of administrative action on their request. If a reassignment or transfer request is not granted, the letter shall include the reasons the request was denied.

#### E. Reassignment and Voluntary Transfer Provisions

1. All bargaining unit members shall be notified of their teaching assignments for the subsequent school year no later than June 1 (or the work day preceding it if the 1<sup>st</sup> falls on a non-work day).
2. No reassignments and/or voluntary transfers shall be made until all qualified bargaining unit members who so request within the time limits are considered.
3. No new certificated teachers shall be placed by the Superintendent until the reassignment/voluntary transfer process is complete and all current bargaining unit members are placed for the subsequent school year.
4. All bargaining unit members shall be notified of mid-year reassignments or transfers with no less than 5 business days' notice.
5. For program continuity, when bargaining unit members are reassigned and/or transferred, they shall be able to take with them classroom materials they determine to be germane to their new positions.
6. Bargaining unit members returning from leave shall be afforded all rights of reassignment and voluntary transfer provided under this Article.

#### F. Involuntary Transfer and Involuntary Reassignment

In the event that a teacher needs to be involuntarily transferred or reassigned, the following procedures shall be followed:

1. The bargaining unit member shall be notified in writing of the intent to transfer or reassign under this Section.
2. The intent to transfer or reassign shall be discussed at a conference with the bargaining unit member at a mutually agreed upon time of no less than five (5) days nor more than ten (10) days after receipt of written notification. A representative of the Association shall, upon request, be present at this conference.
3. The conference shall include a discussion of the specific reasons for the involuntary transfer or reassignment which, if requested, shall be furnished in writing within five (5) days of the request.
4. A bargaining unit member involuntarily transferred or reassigned shall have the right to apply for any subsequent vacancy for which s/he is qualified.
5. This procedure shall be followed regardless of the administrative level from which the involuntary transfer or reassignment originated.

#### G. Instructor-in-Charge

1. A written notification announcing instructor-in-charge position(s) and associated responsibilities shall be provided to all bargaining unit members at the site. Bargaining unit members shall have 10 business days to apply for a position from the date it is first posted by submission of a Notice of Interest form (appendix H) to the corresponding director of the program. Bargaining unit member(s) shall be notified within 15 working days of the administrative action on their request(s). Each bargaining unit member's Notice of Interest shall be considered by the Director.
2. In the event the instructor-in-charge resigns or leaves his/her responsibility at any time during the regular school year, all bargaining unit members in the program shall be notified following the procedures in G1. Instructors-in-charge shall be a year-to-year assignment.

**ARTICLE 18**  
**STATUTORY CHANGES**

- A. Mandated improvements in teacher benefits, which are brought about by the amendment or addition to statutory guarantees now provided in California or federal law shall be provided to all teachers.
- B. Reduction or elimination of teacher benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within ten (10) days of the effective date of such amendment or repeal to negotiate concerning such benefits in this Agreement.

## ARTICLE 19 TEACHER SAFETY

### A. Safety and Health

1. The Alameda County Office of Education (ACOE) is committed to providing all employees and students with a safe and healthy learning/working environment. Any complaint that identifies a hazardous condition, and/or that poses an immediate danger to a bargaining unit member or students shall receive the highest priority. The administrator shall take immediate steps to protect the safety of the unit members and to eliminate or correct the hazardous/unsafe condition.
2. Unit members are required to report any unsafe, unhealthy or hazardous working condition. The "Notice of Unsafe/Unhealthy/Hazardous Condition" form in the Collective Bargaining Agreement, (refer to Appendix L) shall be completed by the unit member or by ACTA for notification to the administration. Upon notification of an unsafe, unhealthy or hazardous condition by the employee and/or ACTA, his/her administrator/administrative designee shall, as soon as possible, but no longer than five (5) working days, provide the complainant, any other affected bargaining unit members, and the ACTA president, of steps being taken to address the problem. This notice shall include any interim measures that may be utilized to temporarily rectify a condition, along with the process to initiate the undertaking of major repairs. The parties agree the provisions of this section apply only to unsafe, unhealthy or hazardous conditions, as opposed to normal/routine maintenance issues. The ACOE shall provide a response timeline as defined below:
  - a. In regards to sites under the jurisdiction of a collaborating agency (for example: including but not limited to Probation landlords/property managers) the ACOE shall respond as defined below:
    - (1) The parties agree that when the ACOE is not primarily responsible for the unsafe/unhealthy/hazardous condition, the administrator shall take action with the collaborating agency to rectify the identified condition and provide the members at that site and the ACTA president with a written summary of the communication.
3. If the unit member or ACTA is not satisfied with the administrator's disposition of the issue, he/she may appeal the problem, in writing to the superintendent or designee for further consideration and action. The determination of the matter by the superintendent or designee shall be reported to the unit member and ACTA as soon as possible, but not more than ten (10) days after receipt of the appeal. The unit member or ACTA may request the response to be in writing.
4. CA Ed Code 32280 – 32286 requires each school site to review and update its School Safety Plan. Site administrators will convene site-based meetings to update annual School Safety Plans and will have adopted the plan by March 1<sup>st</sup> as guided by the CDE Annual Compliance Checklists for Comprehensive School Safety Plans. The Work Site Safety Plans will include, but not be limited to, evacuation plans, lock down drills, earthquake drills, fire drills, frequency of drills, discipline procedures including protocol for student fights, crisis response plan, elements of a flu pandemic plan, an emergency alarm system for each site. The plan at Juvenile Justice Center shall include the plan for employees to evacuate in case the central control office is out of commission due to an emergency. A copy of the Site Safety Plan shall be available in every office and available electronically. The updated Site Safety Plans shall be submitted to ACTA annually.

Annual safety plans for the I&FS Program addressing the program's unique needs will also be developed, reviewed, updated, and adopted by March 1<sup>st</sup>.
5. The ACOE shall annually inform ACTA and unit members, upon request, of the location of Cal-OSHA general safety information provided by Cal-OSHA.
6. Unit members will not be subject to any disciplinary action for making or filing any complaint involving an unsafe working condition. Nothing in this Article shall preclude an employee from

filing a Cal-OSHA claim.

7. The ACOE shall annually request the pesticide spraying schedule from the collaborating agencies at the start of each school year. The ACOE, when possible, will notify all site personnel prior to the application of pesticides. Sensitive unit members shall inform their administrator of their sensitivity. The administrator shall notify the member as soon as possible that spraying will occur and identify a mutually acceptable modification.
8. Affected unit members shall be informed at least three (3) days before their rooms are to be painted, and if necessary, modifications shall be made. The removal of graffiti, inflammatory or obscene language, signs or pictures or painting necessary to complete a repair to an unsafe condition may be done at any time without prior notice.
9. In the event that pepper spray is used, exposed unit members shall not have to return to the affected area until the unit member finds the condition of the air acceptable. If members are sprayed, members will be given time to change their clothing.
10. In the event that other chemicals are used, the exposed unit member, if sensitive, shall be able to leave the area upon notifying probation staff and site administrator/designee, and the unit members shall return upon determining the condition of the air is acceptable.
11. The ACOE shall provide campus supervision at all Community Schools and Parenting Teen Program for the time students are on campus. Campus supervision and safety will include issues such as outsiders on campus, monitoring for weapons, illicit substances, and intoxicated persons. ACOE will provide sufficient campus supervision to ensure the safety and security of staff.
12. Emergency and disaster drills will be held at least once a semester, and if necessary, ACOE will coordinate the drills with any collaborating agencies.
13. Lockable storage shall be provided in a bargaining unit member's work space.
14. All work sites owned by ACOE shall be scheduled by ACOE for daily cleaning.
15. ACOE shall make available to ACTA unit members cleaning supplies necessary to maintain a safe work space.
16. All ACOE facilities and sites where ACOE operates school shall comply with OSHA air ventilation standards.

#### B. Assault

1. Teachers shall report immediately to their supervisors any verbal or physical assault upon their persons which arises out of their employment. Upon agreement that an assault has occurred, the supervisor shall immediately report the matter to the appropriate law enforcement agency. The unit member will be notified of the actions that have taken place and may request a report in writing. The unit member will receive a written response within five (5) working days upon his/her request.
2. Teachers who are threatened or assaulted during the performance of their duties may exercise the amount of physical control necessary to protect themselves, property, or health and safety of pupils. The site administrator shall be notified immediately. The ACOE shall take the necessary steps to alleviate the problem.
3. Once each year, ACOE will offer training to bargaining unit members, during work hours on self defense.
4. After the unit member has been involved in a violent or traumatic incident while at work, the unit member will be provided paid release time as mutually agreed upon by the unit member and the site administrator.
5. Employees injured at work will be referred to the Company Nurse, or may choose their own physician for evaluation.

#### C. Teacher Suspension of Pupils

1. California Ed Code 48900 and 48910 regarding student suspensions, including teacher initiated suspensions, shall be followed. (See Appendix H).

D. Communication

1. All ACOE classrooms, with the exception of Juvenile Hall, shall contain a telephone with access to an outside line. All members shall have direct electronic access to support personnel which may include security officers, administrators, and probation staff.
2. Infant & Family Support Program teachers employed for 0.5 FTE or greater shall be provided with the choice of either (1) an ACOE cell phone with email capabilities, or (2) a stipend of \$50 for each month they are employed, or the stipend allotted ACTA members per the Business Services Manual P-272, whichever is greater.
3. All sites shall have an emergency alarm system that will alert all members to an emergency.
4. Once receiving knowledge of a major student disturbance which has occurred on campus during school, or after-school hours at residential programs, bargaining unit members will be notified promptly. Examples of major disturbances include death of a student, possession of a weapon, assaults, or a severe change in the mental health of a student. For example, if there is a major disturbance at 9:00 a.m., members would be notified as soon as the administrator knows.
5. The ACOE shall notify the teacher of each pupil as soon as possible, but not later than the third day from when the County Office is notified of any student in that teacher's classroom who has engaged in, or is reasonably suspected of having engaged in, any of the acts set forth in Ed Code 48900 and be required to be disclosed to teachers under Ed Code 49079.
  - a. The behavior referred to above includes but is not limited to the use of force or violence, assault, sexual assault or harassment, possession of weapons or explosives, using or selling controlled substances, robbery, and/or damaging property, all of which are more fully defined by Ed Code 48900.
  - b. Any information received by a unit member pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the unit member.

E. Bloodborne Pathogens, Dispensing of Medication and Emergency Injections

1. Unit members may choose to voluntarily accept professional training in performing emergency injections.
2. Unit members, with the exception of nurses, shall not be required to provide injections with the exception of emergencies, and only if they have received appropriate training in accordance with Ed Code 49423.5. If an ACTA member is averse to providing emergency injections, the ACOE shall make every effort to identify alternative staff at the site.
3. The ACOE shall provide to unit members training in the handling of blood and bodily fluids, and shall provide equipment including but not limited to latex gloves, disposable mouth to mouth breathers, and facilities to wash with anti-bacterial soap and hot water at every site.
4. Training in dispensing medication and performing emergency injections shall occur as soon as the student's needs have been identified. Follow-up training in subsequent years will be provided when requested by the unit member.

F. Abusive Conduct in the Workplace (Bullying)

Assembly Bill 2053 (Amendment to CA Ed Code 12950.1) Section 1 g (1)(2)

1. ACOE is committed to providing all employees a safe and healthy working environment. Abusive conduct in the workplace will not be tolerated.
2. Definition: "Abusive conduct" means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interest. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

3. Making a Complaint of Abusive Conduct in the Workplace (Bullying)

- a. A unit member who believes that he/she is being bullied may advise the offending person that the conduct is offensive and request that the conduct be stopped.
- b. If the unit member does not wish to address the behavior with the offender, or if the conduct in question is not discontinued after the offending person is asked to stop the behavior, in order for the ACOE to address the bullying behavior, the employee must make a complaint to his/her immediate supervisor, or to the Department of Human Resources, within 10 work days of the alleged incident of bullying. If the immediate supervisor is the alleged offender, the complaint should be made to the alleged offender's supervisor or to the Department of Human Resources.
- c. The complaint must specify the nature of the bullying and, if possible, the date(s) upon which the bullying occurred.
- d. ACOE shall acknowledge and make an initial response to all bullying complaints within two (2) days of receipt. ACOE will investigate and attempt to resolve all bullying complaints within a reasonable time and take appropriate action. ACOE shall have the goal of investigating the complaint and providing the unit member in writing the disposition of the issue, and actions taken by the ACOE, no later than 12 days after the initial complaint was filed. If it is not feasible to complete the investigation within the 12 days, ACOE shall notify the complainant, meet with the ACTA president to set a new timeline, and provide the reasons for the delay in writing.
- e. If the unit member or ACTA is not satisfied with the administrator's or Human Resources' disposition of the issue, an appeal may be made in writing to the superintendent or designee, for further consideration and action. The determination of the matter by the superintendent or designee shall be reported to the unit member or ACTA as soon as possible, but not more than ten (10) days after receipt of the appeal. The unit member or ACTA may request the response to be in writing.

4. Complainant Protection

- a. Retaliation is, in general, defined as any kind of negative action against a current or former employee that takes the form of punishment, and creates a hostile, threatening, or uncomfortable environment as a result of their reported complaint. Complainants are protected from retaliation.
- b. All unit members have the right to union representation during the complaint process.

G. Natural Disasters/Epidemics/Other Conditions Involving the Health and Safety of Employees

The parties recognize that under Government Code section 3100 all public employees are declared to be disaster workers subject to disaster service activities as may be assigned to them by their supervisors or by law. If bargaining unit members are required to provide disaster service activities, they shall be compensated at their regular rate of pay.

In the event that bargaining unit members are prevented from discharging their normal duties because of a natural disaster, epidemic, or other conditions determined by ACOE involving the health and safety of employees no bargaining unit member shall suffer a loss of compensation, or have any leave time deducted.

H. Video or Audio at Worksites

The parties agree that electronic recording and listening devices (cameras and microphones) and subsequent recordings from those devices that are in place in Juvenile Court facilities are the sole property of the Alameda County Probation Department. ACOE will not use the recordings from cameras and microphones, or any hearsay from Probation Department employees regarding audio or video for employee evaluation in conducting its business within the facilities.

ACTA reserves its rights to challenge the use of an audio or video recording in the event that ACOE attempts to use such to discipline unit member.

## ARTICLE 20 AUTHORIZED REIMBURSEMENTS

- A. Schedules of teachers assigned to more than one location shall be developed in consultation with the teacher involved to minimize the amount of travel.
  - 1. Teachers who are required to use their vehicles in performance of their duties in Alameda and adjacent counties and teachers who are assigned to more than one (1) school per day shall be reimbursed monthly for all such travel at the rate established as non-reportable income by the Internal Revenue Service.
  - 2. Whenever teacher(s) are interested in attending a professional activity, the Director shall provide procedures for mileage reimbursements as defined above, based on funds available, number of teacher requests, and distance to be traveled.
- B. Property Loss
  - 1. Teachers shall be reimbursed for the repair or replacement of any personal property of the employee lost, damaged, or destroyed while the employee was on duty in the school, on the school premises, or at a school-sponsored activity, unless such damage or loss is due to negligence by the employee, and is not covered by the employee's personal insurance. Personal property shall include such things as eye glasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the employee.
  - 2. In the event a payment is made under this policy, the Superintendent will, to the extent of such payments, be subrogated to any right of the employee to recover compensation for such damaged property. The Superintendent will be entitled to enforce its subrogation right in any court of competent jurisdiction.
  - 3. The maximum amount of the Superintendent's reimbursement shall be no more than five hundred dollars (\$500) nor less than ten dollars (\$10) per incident.
- C. Equipment Loss
  - 1. Teachers shall be reimbursed for the loss, destruction, or damage by arson, burglary, or vandalism of property used for school instructional purposes in the Office. Reimbursement shall be made only when approval for the use of the personal property in the schools was given before the property was brought to school and when the value of the property was agreed upon by the person or persons bringing the property and his/her supervisor, at the time the approval for its use was given.
  - 2. The maximum amount of the Superintendent's reimbursement shall be no more than five hundred dollars (\$500) nor less than ten dollars (\$10) per incident.

## ARTICLE 21 TEACHER BENEFITS

### A. Teachers

1. Effective July 1, 2016, the Superintendent shall make available to each eligible bargaining unit member those benefits listed below which the unit member desires to purchase (benefits noted as "mandatory" must be purchased):
  - a. Optional:
    - (1) CalPERS Plans, (see Appendix L)
  - b. Mandatory
    - (1) Met Life Insurance (participation in the first tier of group life plan required)
    - (2) Delta Dental Service Plan, (see Appendix L)
2. Effective July 1, 2016, (see Appendix L for list of mandatory and optional benefits offered by ACOE)
3. The Superintendent shall provide, at no cost to the employee, liability insurance for bodily injury, property damage, personal injury, and advertising injury while acting within the scope of their employment in the amount of ten million dollars (\$10,000,000).

A teacher, while on unpaid leave, may pay the cost of health and welfare benefits for which s/he is eligible.
4. Effective January 1, 2022, the Alameda County Office of Education (ACOE) shall make available to each bargaining unit member up to \$450 per month for 12 months (up to \$5400 total per school year) employer paid contribution towards medical, dental, and/or vision plans provided by ACOE (see Appendix L). This contribution shall be pro-rated according to FTE. (Clarification: this is an employer contribution to employer provided health care options, if chosen by the employee, and is not a cash in-lieu option).
  - a. Example: A teacher working .8 FTE would be eligible for a contribution of up to \$360 per month (\$450 x .8).
5. The Superintendent shall inform the ACTA President upon receipt of any information regarding changes to the mandatory or optional benefits available to ACTA members listed in Appendix L, within 10 days of receipt of such information.

### B. Retirees

1. The Superintendent shall provide, at no cost to the teacher, a Delta Dental Service plan for retirees for a period of five (5) years from the confirmed date of retirement under PERS or STRS.

Eligibility shall be determined by the retiree meeting the following criteria:

  - a. Employee is age 55 or more at the time of retirement.
  - b. Employee's effective date of retirement is July 1, 1979 or later.
  - c. Employee has had twenty (20) years of service in STRS and/or PERS.
  - d. Employee shall have been in paid status in the employment of the Office of the Alameda County Superintendent of Schools for the five (5) years [sixty (60) months] immediately preceding retirement date.
2. Retirement Medical Insurance Benefits
  - a. Eligibility
    - (1) The Superintendent agrees to pay medical insurance premiums for employees who retire

in accordance with the following schedule:

- Less than 15 years of service in STRS and/or PERS = none
- 15-19 years of service in STRS and/or PERS = 75 percent
- 20+ years of service in STRS and/or PERS = 100 percent

(Percentage is based on the Employee Only Kaiser Plan Premium)

- (2) Employees must be receiving retirement benefits from either the Public Employees' Retirement System or the State Teachers' Retirement System and shall have been enrolled in the medical plan of choice for a period of five (5) continuous years immediately preceding the confirmed date of retirement.
  - b. Eligible employees hired prior to July 1, 1989, who retire on or after reaching age 55 but before reaching age 60, shall be provided health benefit coverage from the confirmed date of retirement until age 65, at which time all health benefit coverage shall cease.
  - c. All other eligible employees shall be provided health benefit coverage from the confirmed date of retirement for a five (5) year benefit period. In the event an employee reaches age 65 prior to the expiration of the five (5) year benefit period, the employee shall be provided the Medicare coordinated plan for the remainder of the five (5) year benefit period. Upon expiration of the five (5) year benefit period, all health benefit coverage shall cease.
  - d. Premium payment shall be prorated for part-time employees in accordance with the policy in effect at the time of retirement.
  - e. The retiring employee may elect to purchase coverage for spouse and dependents by paying all costs required.
  - f. The surviving spouse may elect to continue coverage by paying the premium costs involved, if allowed by law and the insurance carrier.
  - g. Retirees shall be required to pay that portion of the monthly premium not paid by the Superintendent in accordance with B.(1), B.(2), and B.(3), prior to the last day of the month preceding the month for which coverage is provided.
  - h. An employee eligible for the payment of medical premiums under this article may elect, instead, to receive a payment of \$200 per month for the same period of time during which he or she would be eligible for payment of medical benefits provided that the employee establishes that he or she is not personally receiving or eligible to receive retiree medical benefits from another public agency.
3. The Superintendent shall provide opportunity for past and future retirees and their spouses to matriculate into the Office group health and dental insurance plans subject to insurance company plan availability.

#### C. Health Benefits Committee

1. Membership: A Health Benefits Committee shall be established consisting of representatives of all employee groups within the County Office of Education. Each employee group choosing to participate shall select two (2) representatives to serve on the Committee.
2. Purpose: The purpose of the Health Benefits Committee is to receive and request information regarding health and welfare insurance carriers and plans, and to form consensus recommendations on carriers and plans to be submitted to the participating employee groups and the Superintendent. The Committee's recommendations are not binding on the Superintendent or the respective bargaining units.
3. Meetings: The Committee shall meet at least (3) times each year. The first meeting will be organizational to select a Chair and determine what information the Committee needs to carry out its assigned function. The second meeting will be held to receive and question information presented. The third meeting will be used to formulate recommendations. Nothing in this

language precludes the Committee from meeting more than three (3) times each year to accomplish their work.

4. Staff: The Superintendent shall assign County Office Staff to facilitate the work of the Committee.

*Revised 2/7/22*

## ARTICLE 22

### SALARIES

#### A. Salaries

##### 1. 2021-2022 Work Year

- a. For the 2021-2022 work year, the Certificated Salary Schedule is attached and is an increase of 2.25% on the 2020-21 salary schedule and shall be ongoing. In addition, each full-time bargaining unit member shall be paid a one-time amount of \$2600 with a pro-rata amount to part-time members. This amount shall be paid within 45 days of ratification of this agreement.
- b. In addition, because of the availability of COVID funds and in recognition of additional COVID related duties required of employees, ACOE shall pay to bargaining unit members the amount of \$1275 based on a full-time assignment. This amount shall be prorated for part-time employees. To be eligible to receive this payment, an employee must be an employee of ACOE on January 1, 2022 and must be in the bargaining unit on the date of payment. The payment shall be made within 45 days of ratification.
- c. Effective July 1, 2021, a longevity step, Step 18, shall be added to the Certificated Salary Schedule. Step 18 shall be Step 16 x 1.02. Bargaining unit members shall be placed on Step 18 when they have completed their 18<sup>th</sup> year of employment with ACOE. This step shall be ongoing.

##### 2. 2022-2023 Work Year

- a. For the 2022-2023 work year, the Certificated Salary Schedule is attached and is a 2.2% increase on the 2021-2022 salary schedule and shall be ongoing.
- b. In addition, because of the availability of COVID funds and in recognition of additional COVID related duties required of employees, ACOE shall pay to bargaining unit members the amount of \$1275 based on a full-time assignment. This amount shall be prorated for part-time employees. To be eligible to receive this payment, an employee must be an employee of ACOE on July 1, 2022 and must be in the bargaining unit on the date of payment. The payment shall be made no later than August 31, 2022.

##### 3. 2023-2024 Work Year

- a. For the 2023-2024 work year, the Certificated Salary Schedule is attached and is an increase of 2.25% on the 2022-2023 salary schedule and shall be ongoing.

#### B. Other Teachers' Salaries

1. Librarians, Nurses, Counsellors, Speech and Language Teachers, ELL Teachers, and TOSAs shall be paid on the Certificated Salary Schedule.
2. Effective July 1, 2001, bargaining unit members employed to perform teaching and/or other services in addition to their regular duties (excluding substitute services) shall be paid at the hourly rate of the first step of Column 2 on the Certificated Salary Schedule. Beginning on July 1, 1999, the hourly rate for disaster services shall be calculated as thirty-eight percent (38%) higher than the hourly rate for teaching and/or other services.
3. Unless an extended year option has been selected, bargaining unit members teaching summer school shall be paid at the hourly rate of the first step of Column 2. Effective July 1, 2014, unit members selecting an extended year shall be paid at their per diem rate of the Certificated Salary Schedule for each day of the extended year contract. The summer school work day for ACTA teachers on extended year contracts shall be 7.25 hours. Non-ACTA teachers employed as summer school teachers shall not be paid in excess of the first step of

Column 2.

4. Master's Degree Annual Stipends:

- a. Effective July 1, 2018: \$ 1,175.12
- b. Effective July 1, 2019: \$ 1,250.00
- c. Master stipends shall be payable on a monthly basis. This payment for less than full-time teachers shall be prorated.

5. Following the successful completion of a professional growth program, any full-time bargaining unit member who has been employed by the County Office with at least ten (10) years of satisfactory performance and who has been on Step 16 of the Certificated Salary Schedules for three or more completed years, shall be entitled to receive a professional growth salary increase annually. The professional growth program shall be similar to that required of teachers in Education Code Section 44277, except that the professional growth program in this Section shall consist of a minimum of nine (9) semester units or the equivalent of 135 clock hours (1 semester unit equaling 15 clock hours). The Professional Growth Advisor shall be the unit member's site administrator or mutually agreed upon administrator. The professional growth program submitted by the unit member must contain a specific time line for expected completion as the five-year statutory requirement set forth in Education Code Section 44277 et. seq. does not apply to this Section.

Professional Growth Annual Salary Increase: (Appendix B-2)

- a. Effective July 1, 2018: \$ 1,877.99
- b. Effective July 1, 2019: \$ 2,000.00

6. Career Technical Education Credential (CTE) Stipend

- a. The following costs will be reimbursed when obtaining either a Preliminary or Clear CTE credential through the ACOE (or through the Orange County Department of Education, or UC Berkeley if the member has already started their program before July 1, 2021) prior to June 30, 2024:
  - i. Tuition
  - ii. Transcripts
  - iii. Application fees
  - iv. Course required books
  - v. Live Scan
- b. Unit members will receive a one-time \$1,000 stipend for either having or obtaining a Preliminary CTE credential by June 30, 2024.
- c. Unit members who clear CTE credential by June 30, 2024 will receive a one-time \$2000 stipend.

7. Expository Reading and Writing Course (ERWC) Stipend

- a. Unit members will receive a one-time \$1500 stipend for earning the ERWC certification by June 30, 2024.
- b. Effective July 1, 2021, unit members who attend ERWC trainings outside the work day shall be compensated at their prorated per diem rate of pay.
- c. Any cost of registration or required ERWC workshop materials will be paid by ACOE.

C. Additional compensation for Community School, ACOE Opportunity Academy, and Parenting Teen Program teachers who are assigned to instruct students not assigned to their classes, in addition to their class loads, when no substitute coverage is procured by the county office for an

absent teacher.

1. In the event a teacher is absent from school, for any reason, for all or any fraction thereof, and the county office fails to provide a substitute teacher for that site, and the teacher(s) at the site are required to take students not on their class loads into their classrooms, for the day, or any fraction thereof, the teacher instructing those additional students shall be compensated 4 hours additional pay per day at the hourly rate.

D. Administration

1. Years of Service Credit for Initial Salary Placement

- a. Each year of verified service as a full-time certificated employee in a public or private school may be counted as a year of service for initial salary placement, provided the applicant held a valid teaching credential or teaching license during such time of service.

- b. Effective July 1, 2021, bargaining unit members new to the County Office shall be able to claim up to twelve (12) years of prior service credit for initial placement on the Certificated Salary Schedule:

ACTA members hired prior to July 1, 2021 shall be able to count up to 12 years prior service credit for additional step advancement beginning July 1, 2021. Proof of prior service shall be submitted to Human Resources within 45 days of the ratification of this agreement.

2. Credentialed teachers shall be granted one (1) step on the salary schedule for each fifteen (15) semester units of approved collegiate upper division or graduate level course work completed subsequent to initial employment, and for which salary step allowance has not previously been allowed by the Superintendent, not to exceed forty-five (45) such units. Only those semester units for which prior approval has been received shall be allowed for step advancement. Approval for course work shall be made by the Principal and shall be based on any or all of the following: (Appendix B-1)

- a. The course will increase the competency of a teacher to perform in his/her position.
- b. The course is required to obtain a different credential in order to perform the same, or essentially the same services as currently performed.
- c. The course will, in the judgement of the appropriate Principal, increase the competency of a teacher as a professional employee.

When a specific class/skill may not be obtained in an upper class division or graduate level course, a lower division course shall be accepted upon the approval of the Principal.

Course work approval for step movement must be received no later than June 15 of the year immediately prior to the school year in which the step movement is allowed. Corroboration of the completion of such course work prior to September 1 shall be presented to the Human Resources Office on or before 5:00 p.m. on September 1 of the school year in which the step movement is allowed.

Corroboration of units may be accomplished by one of the following: grade card, transcript, or letter from instructor showing successful completion of course and units of credit. Corroboration must be sent directly to the Human Resources Office.

Salary credit adjustment for earned units shall be made once annually beginning with the September payroll warrant.

The first step movement for units shall not occur until completion of three (3) consecutive years of satisfactory service with the Superintendent.

3. A full year, for the purpose of annual salary schedule advancement only, shall be the completion of seventy-five percent (75%) of the work year as defined in **12 - Teaching Hours**.

A part year teacher who completes fifty percent (50%) or more of the work year herein defined for two consecutive years, shall on commencement of the third year advance a step on the salary schedule.

A part year teacher's salary shall be computed as defined in **Article 3 - Definitions, G. – Daily Rate of Pay.**

4. Quarter units are converted to semester units by multiplying the quarter units by two-thirds ( $\frac{2}{3}$ ). If this multiplication results in a fraction that, when added to the other semester units is within one-half ( $\frac{1}{2}$ ) of the required units for qualifying for the next step, then the fraction shall be rounded up to the next whole number and the teacher shall be placed on the next step.
5. The payroll period shall begin with the month of July, except that new employees shall, at their option, receive ten (10) or twelve (12) equal payments for the first year commencing with a payment on the last workday in September. The eleventh (11th) and twelfth (12th) warrants will be available on the last day of June.

*Revised 3/28/22*

## ARTICLE 23 MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Superintendent and an individual teacher hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Superintendent which are or may in the future be contrary to or inconsistent with the specific terms of this Agreement.
- C. Within forty-five (45) days of the execution of this Agreement, or by August 1, whichever is later, the Superintendent shall have twenty (20) copies prepared and delivered to the Association, at the Association's expense.
- D. All teachers shall be provided, on their first day of required service, a written explanation of:
  - 1. Their responsibilities and duties
  - 2. Administrative procedures
  - 3. Established rules and regulations
  - 4. Daily school-wide and individual schedule including subject and grade level(s) of classes taught, room location, class times, preparation periods, and duty-free lunch.
- E. All SPAS teachers shall be provided with curricular materials and supplies necessary to teach the subject(s) assigned. One hundred percent (100%) of lottery funds shall be used in the various county operated programs. A procedure is established for staff to apply for "grants" that would meet the unique needs of the students and professional development needs that ACOE services.
  - 1. Classroom Lottery Allocation

Fifty percent (50%) of current year lottery funds allocation shall be divided by the number of full-time equivalent unit members. Funds shall be available for expenditure on September 1 and upon receipt of the second lottery payment for the current school year. Any allocated classroom budget must be made available to all teachers at the site in question, with specific advance administrative approval required for all expenditures over \$100.00. Should a teacher elect to use a classroom budget allocation of lottery funds, the funds shall be applied to the purchase of materials for use in the classroom and/or for specific instruction. These funds will be used to reimburse teachers for purchases that cannot reasonably be accommodated through the regular supply requisition process. Lottery fund balances may not carry over from year to year. Balances from classroom budgets will be allocated to school site supply budgets based on enrollment estimates in the following year.
  - 2. Mini-Grants

Fifty percent (50%) of current year lottery funds allocation plus prior year unused balances will be distributed through proposals submitted to the Staff Development Committee (see Article 12.G.2.). All certificated staff, administration, and support staff working with students in ACOE shall have the ability to submit a proposal to the Staff Development Committee. Any funds not allocated by the Staff Development Committee may carry forward to following fiscal years.
- F. In the event the Superintendent issues registered warrants, the Superintendent shall:
  - 1. Pay five percent (5%) interest per annum in accordance with Education Code Section 42692.
  - 2. Agree to coordinate activities necessary to facilitate the cashing of the registered warrants.
  - 3. Provide written information at meetings provided for teachers.
  - 4. Provide one-half day to end at noon for each month in which a registered warrant is issued. This will provide released time from duty to facilitate warrant cashing.
- G. A teacher's notification to the employer that he/she intends to resign shall remain revocable until such time as the employer officially takes action on such notification.

- H. Teachers are encouraged to provide as much advance notice of resignation as possible. All teachers shall provide a minimum of fifteen (15) days advance notice of resignation.

The Superintendent may, upon receipt of such notice, release the teacher at any time within the fifteen (15) days advance notice if mutually acceptable by both parties.

- I. In the event the teacher's resignation or retirement results in money owed to the Alameda County Superintendent of Schools, the teacher shall coordinate a repayment plan with the Payroll Office prior to resignation or retirement.

## ARTICLE 24 WORK STOPPAGE AND LOCKOUT

- A. During the term of this Agreement, the Association and all teachers shall not encourage, cause, engage in, or sanction any strike, slow-down, willful absence from assigned work station, nor shall any teacher abstain in whole or in part from the full, faithful, and proper performance of all duties and responsibilities of employment. Any employee participating in the activities prohibited by this Article is subject to disciplinary action.

In the event the Superintendent fails to pay or issues registered warrants to the teachers, the Superintendent and the Association shall meet within three (3) days and discuss whether or not this Article shall remain in force. Failure to mutually agree within three (3) days, will render this Article null and void for the current fiscal year.

- B. During the term of this Agreement, the Superintendent shall not institute a lockout of teachers.

## ARTICLE 25 CONSULTATION

- A. The Superintendent and Association agree, during the term of this Agreement, to meet at mutually agreed-upon times and places for the purpose of consultation on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks, and other matters to the extent that all such matters are within the jurisdiction of the Board or Superintendent. Such other matters shall include but not be limited to the following:
1. The development of an inservice education program.
  2. Teacher orientation to current Superintendent procedures, services, facilities, and other terms and conditions of employment not within the scope of this Agreement.
  3. The improvement and expansion of programs, facilities, and services.
  4. Summer school staffing procedures and programming.
  5. The assignment of days on the school calendar for the subsequent year.
  6. Procedures utilized for Board compliance with Title VII (Civil Rights Act of 1964) and Title IX (Education Amendments of 1972) and Section 504 for the Handicapped Act of 1973.
  7. Procedures to be used to acquaint parties to the provisions of this Agreement to be completed at the earliest date.
- B. Nothing herein contained shall limit the authority of the Superintendent to consult with any employee or employee organization, or other group other than the Association, on any matter not within the scope of representation by the Association.

## ARTICLE 26 DISCIPLINARY ACTION

- A. Disciplinary action must be substantiated and shall be for just cause.
- B. Progressive Discipline: The principles of Progressive Disciplinary action shall be followed in application of this Article, except for conduct which is of such nature that injures or threatens to injure the safety of students or other County Office employees.
  - 1. The intent of progressive discipline is to allow the County Office to demonstrate a good faith effort to correct behavior at the lowest level of consequence to bargaining unit members.
  - 2. The sequence of progressive disciplinary steps shall include verbal warnings, written warnings and written reprimands.
    - i. Progressive disciplinary steps may be repeated.
    - ii. At the time of a verbal warning, the immediate supervisor shall discuss and clarify the specific act or omission with the bargaining unit member. If verbal warnings do not result in corrective conduct, a written warning may be issued for a similar act or omission.
    - iii. At the time of a written warning, the immediate supervisor shall discuss and clarify the specific act or omission with the bargaining unit member. If written warnings do not result in corrective conduct, a written reprimand may be issued for a similar act or omission.
    - iv. The elements of progressive discipline shall be administered in a timely manner, with "timely" defined as within ten (10) working days of when the immediate supervisor knew or reasonably should have known of the alleged act or omission.
- C. Immediate suspension may be made for those reasons specified in Education Code Section 44939 and the rights of the suspended unit member shall be those set forth in Section 44939.
- D. This Article shall not apply to any disciplinary action, for which there are statutory due process procedures.

ARTICLE 27  
**INDEPENDENT STUDY PROGRAM (IS PROGRAM)**

- A. Program Transition: Recognizing the importance of program continuity for IS Program students, bargaining unit members shall be guaranteed transition time when tracking on and off their work schedule. Unit Members and their IS Program administrator shall determine when program transitioning shall take place. Unit members shall be compensated at the hourly rate of pay established in Article 22.B.3 of this Agreement for any and all work performed outside their regular duty day/year for program transition.

## ARTICLE 28 SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers should be found contrary to law by a court of last resort or court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, or to any rule or regulation of the State Department of Education, then such provision or application shall be deemed invalid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

---

## ADOPTION SIGNATURES

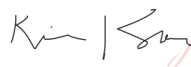
**L.K Monroe**

Digitally signed by L.K  
Monroe  
Date: 2022.05.27  
16:25:43 -07'00'

\_\_\_\_\_  
L. K. Monroe  
Alameda County Superintendent of Schools

**5/27/2022**

\_\_\_\_\_  
Date



Digitally signed by Kim  
Boerner  
Date: 2022.05.11  
10:27:57 -07'00'

\_\_\_\_\_  
Kim Boerner  
Alameda County Teachers' Association


**5/11/2022**

\_\_\_\_\_  
Date

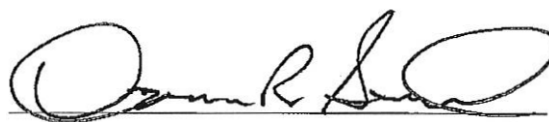
Memorandum of Understanding  
Between  
Alameda County Teachers Association  
And  
Alameda County Office of Education

After all accumulated sick leave days at full pay have been used and additional absence due to illness or accident is necessary, the unit member shall receive the difference between his/her own salary and the amount which was, or would have been paid to a substitute, in accordance with the differential pay substitute rates per duration of absence listed below:

- The differential substitute's pay rate at the lowest rate in Alameda County Office of Education programs shall apply.



Alameda County Teachers Association designee



Alameda County Office of Education designee

3/17/14  
Date

3/17/14  
Date





### Grievance Claim

Name of Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

Site \_\_\_\_\_ Assignment \_\_\_\_\_

Date of Informal Meeting \_\_\_\_\_

#### Step 1

A. Date alleged violation occurred \_\_\_\_\_

B. Contract Section(s) violated \_\_\_\_\_

C. (1) Statement of Grievance \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Relief sought \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Grievant/Assoc. Rep.** \_\_\_\_\_ **Date** \_\_\_\_\_

Disposition by Principal \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Principal** \_\_\_\_\_ **Date** \_\_\_\_\_

Meeting Date Requested \_\_\_\_\_ Meeting Date \_\_\_\_\_

#### Step 2

A. Date appealed (filed) at Step 2 \_\_\_\_\_ Meeting Date \_\_\_\_\_

B. Disposition by Director \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Director** \_\_\_\_\_ **Date** \_\_\_\_\_

#### Step 3

A. Date submitted to Superintendent \_\_\_\_\_ Meeting Date \_\_\_\_\_

B. Decision \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Signature of Grievant/Assoc. Rep.** \_\_\_\_\_ **Date** \_\_\_\_\_

**Signature of Superintendent** \_\_\_\_\_ **Date** \_\_\_\_\_



## **PROCEDURES FOR APPROVAL OF UNITS FOR ADDITIONAL SALARY**

Credentialed teachers shall be granted one (1) step on the salary schedule for each fifteen (15) semester units of approved collegiate upper division or graduate level course work completed subsequent to initial employment, and for which salary step allowance has not previously been allowed by the Superintendent, not to exceed forty-five (45) such units.

When a specific class/skill may not be obtained in an upper class division or graduate level course, a lower division course shall be accepted upon the approval of the Principal, Student Programs and Services.

In order for course work to be allowed for step movement, prior approval must be received no later than June 15 of the year immediately prior to the school year in which the step movement is allowed and corroboration of the completion of such course work prior to September 1 shall be presented to the Human Resources Office on or before 5:00 p.m. on September 1 of the school year in which the step movement is allowed.

Corroboration of units may be accomplished by one of the following: grade card, transcript, or letter from instructor showing successful completion of course and units of credit. Corroboration must be sent directly to the Human Resources Office.

Salary credit adjustment for earned units shall be made once annually beginning with the September payroll warrant.

The first step movement for units shall not occur until completion of three (3) consecutive years of satisfactory service with the Superintendent.

Only those semester units for which prior approval has been received shall be allowed for step advancement. Approval for course work shall be made by the Principal and shall be based on any or all of the following:

- (1) The course will increase the competency of a teacher to perform in his/her position.
- (2) The course is required to obtain a different credential in order to perform the same, or essentially the same, services as currently performed.
- (3) The course will, in the judgment of the appropriate Administrator/Principal, increase the competency of a teacher as a professional employee.

### **Procedures for Approval of Units**

1. Obtain course approval form from your section secretary or the Human Resources Office.
2. Complete course approval form in triplicate.
3. Submit to Principal.
4. Within ten (10) days of receipt of the request, the Principal will recommend whether the course will or will not be approved and submit a copy of such recommendation to the requesting teacher.
5. If the course is not recommended for approval, the Principal will state the reasons therefore. The teacher may appeal the Principal's recommendation by letter to the Principal. The Principal may, but is not required to, convene a study committee of three (3) persons to review the request and make a recommendation to him/her regarding the request. The Principal shall notify the teacher of the determination. The recommendation of the committee shall be advisory, only. If a study committee is convened, the teacher may appoint one member, the Principal involved may appoint one member, and the third member is appointed by the Superintendent. All members of the committee shall be certificated employees of the Alameda County Office of Education.
6. No credit for salary will be granted unless the course has received approval prior to commencement or completion of the course.
7. The teacher must submit verification of approved units to the Human Resources Office on or before 5:00 p.m. on September 1, or if September 1 falls on Saturday, the preceding Friday shall be the due date; and if on Sunday, the Monday following will be the due date with 5:00 p.m. still being the time parameter.
8. Approved units submitted for verification after September 1 may be applied to the next succeeding year.

### **Verification means:**

Grade card or transcript or letter from the instructor conducting the course which confirms successful completion of the course and units of credit.



## PROFESSIONAL GROWTH INCREMENTS

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_  
Administrative Signature for Approval

PLEASE SUBMIT THIS FORM IN TRIPLICATE.

This form is for course approval only. Grade card, transcript or letter from instructor showing successful completion of course must be submitted for salary credit if course approval is granted. Verification of the completion of such course work prior to September 1 shall be presented to the Human Resources Office no later than September 1. Verification of units submitted after this date shall be applied to the next year.

\_\_\_\_\_  
Name Date of Application Section

I wish to submit for approval for the \_\_\_\_\_ - \_\_\_\_\_ salary the following courses:

NUMBER OF COURSE	ADMIN INITIAL	TITLE OF COURSE	SEM/Q+ UNITS	DATE TO BE COMPLETED	PURPOSE	COLLEGE OR UNIVERSITY

In order to expedite the processing of this form, please attach copy of description of courses requested.

-----  
TO BE COMPLETED BY PRINCIPAL

Date of Unit Evaluation \_\_\_\_\_

COURSE NO.	APPROVED	NOT APPROVED	REASON	ADDITIONAL JUSTIFICATION REQUESTED

Copy Distribution: 1 copy to Employee, 1 copy to Principal, 1 copy to Human Resources Office, 1 copy to Associate Superintendent  
Revised 7/09

ALAMEDA COUNTY OFFICE OF EDUCATION  
L. KAREN MONROE, SUPERINTENDENT

ANNUAL GOALS AND OBJECTIVES PLANNING FORM

Teacher:		Position:		Site:	
Tentative Date for Observation:					
Standards and Goals Selected:					
Status:	<input type="checkbox"/> Intern	<input type="checkbox"/> Probation I	<input type="checkbox"/> Probation II	<input type="checkbox"/> Permanent	<input type="checkbox"/> Permanent 5 year

Evaluation

According to the Memorandum of Understanding between the Parties to the Agreement implementing an annual evaluation process based on the California Standards of the Teaching Profession, unit members who are to be evaluated during the following work year shall meet the following conditions:

No later than October 1, a unit member being evaluated shall complete an Annual Standards and Goals and Planning Form by self-selecting two (2) Standards and at least two (2) Goals under each Standard upon which the unit member desires to concentrate their professional efforts for the work year.

No later than October 30 the unit member and his/her administrator shall meet in an Annual Planning Conference to discuss the unit member's self-selected Standards and Goals and to mutually agree on the specific Standards and Goals to serve as the nexus of the evaluation. During the course of the Conference, a tentative date shall be scheduled for the Pre-Observation Conference.

The evaluation timeline is on the reverse side of this coversheet.

Signature of Evaluatee:

Date: \_\_\_\_\_

Signature of Evaluator:

Date: \_\_\_\_\_

1. No later than the tenth work day of the new school year, bargaining unit members shall be notified if they are to be evaluated during the subsequent work year.
2. No later than **October 1**, a unit member being evaluated shall complete and submit to their evaluator an Annual Standards and Goals Planning Form by self-selecting two (2) Standards and at least two (2) Goals under each Standard the unit member desires to concentrate his/her professional efforts for the work year.
3. No later than **October 30**, the unit member and his/her administrator shall meet in an Annual Planning Conference to discuss the unit member's self-selected Standards and Goals and to mutually agree on the specific Standards and Goals to serve as the nexus of the evaluation. During the course of this Conference, a tentative date shall be scheduled for the Pre-Observation Conference.
4. In the event of a disagreement on the Annual Standards and Goals Planning Form, the Assistant Superintendent of Student Services shall make a good faith effort to mediate the disagreement. In the event the mediation process fails to produce agreement, the Assistant Superintendent shall make a finding and that determination shall be final. Resolution of such a disagreement shall be completed no later than **November 10**. The unit member may request attendance of the Association representative in the mediation process.

1. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING		PLANNING DOCUMENT	
<input type="checkbox"/> 1. Connecting students' prior knowledge, life experience and interests with learning goals. <input type="checkbox"/> 2. Using a variety of instructional strategies and resources to respond to students' diverse needs. <input type="checkbox"/> 3. Facilitating learning in experiences that promote autonomy, interaction and choice. <input type="checkbox"/> 4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful. <input type="checkbox"/> 5. Promoting self-directed, reflective learning for all students.		Objective/Plans for Growth:	Evidence/Method to Measure Objective:

2. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING		PLANNING DOCUMENT	
<input type="checkbox"/> 1. Creating a physical environment that engages all students. <input type="checkbox"/> 2. Establishing a climate that promotes fairness and respect <input type="checkbox"/> 3. Promoting social development and group responsibility. <input type="checkbox"/> 4. Establishing and maintaining standards of student behavior. <input type="checkbox"/> 5. Planning and implementing classroom procedures and routines that support student learning. <input type="checkbox"/> 6. Using instructional time effectively.		Objective/Plans for Growth	Evidence/Method to Measure Objective

3. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING		PLANNING DOCUMENT	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Demonstrating knowledge of subject matter, content and student development.</li> <li><input type="checkbox"/> 2. Organizing curriculum to support student understanding of subject matter.</li> <li><input type="checkbox"/> 3. Interrelating ideas and information within and across subject matter areas.</li> <li><input type="checkbox"/> 4. Developing student understanding through instructional strategies that are appropriate to the subject matter.</li> <li><input type="checkbox"/> 5. Using materials, resources and technologies to make subject matter accessible to students.</li> </ul>		Objective/Plans for Growth	Evidence/Method to Measure Objective

4. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS		PLANNING DOCUMENT	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Drawing on and valuing students' backgrounds, interests and developmental learning needs.</li> <li><input type="checkbox"/> 2. Establishing and articulating goals for student learning.</li> <li><input type="checkbox"/> 3. Developing and sequencing instruction, activities, and materials for student learning.</li> <li><input type="checkbox"/> 4. Designing short-term and long-term plans to foster student learning.</li> <li><input type="checkbox"/> 5. Modifying instructional plans to adjust for student needs and to respond to ongoing assessments.</li> </ul>		Objective/Plans for Growth	Evidence/Method to Measure Objective

5. ASSESSING STUDENT LEARNING		PLANNING DOCUMENT	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Establishing and communicating learning goals for all students.</li> <li><input type="checkbox"/> 2. Collecting and using multiple sources of information to assess student learning.</li> <li><input type="checkbox"/> 3. Involving and guiding all students in assessing their own learning.</li> <li><input type="checkbox"/> 4. Using results of assessments to guide instruction.</li> <li><input type="checkbox"/> 5. Communicating with students, families and other audiences about student progress.</li> </ul>		Objective/Plans for Growth	Evidence/Method to Measure Objective

6. DEVELOPING AS A PROFESSIONAL EDUCATOR		PLANNING DOCUMENT	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Reflecting on teaching practices and planning professional development.</li> <li><input type="checkbox"/> 2. Establishing professional goals and pursuing opportunities to grow professionally.</li> <li><input type="checkbox"/> 3. Working with communities to improve professional practice.</li> <li><input type="checkbox"/> 4. Working with families to improve professional practice.</li> <li><input type="checkbox"/> 5. Working with colleagues to improve professional practice.</li> <li><input type="checkbox"/> 6. Balancing professional responsibilities and maintaining motivation.</li> </ul>		Objective/Plans for Growth	Evidence/Method to Measure Objective

ALAMEDA COUNTY OFFICE OF EDUCATION  
L. K. MONROE, SUPERINTENDENT

OBSERVATION AND CONFERENCE FORM

Teacher: \_\_\_\_\_ School: \_\_\_\_\_ Date: \_\_\_\_\_

Status: ☐ Intern ☐ Probation I ☐ Probation II ☐ Tenured ☐ Tenured 5-year

Pre-Observation Conference Date: \_\_\_\_\_

Observation Date: \_\_\_\_\_

Position: \_\_\_\_\_

Lesson Topic: \_\_\_\_\_

Observation Standard:- \_\_\_\_\_ Goals: \_\_\_\_\_, \_\_\_\_\_

Time:

From: \_\_\_\_\_ To: \_\_\_\_\_

Observation Standard:- \_\_\_\_\_ Goals: \_\_\_\_\_, \_\_\_\_\_

Evaluator: \_\_\_\_\_

The section below shall remain in draft form until the Post Observation Conference has been completed. Changes to this section may be made given additional information shared at this Conference. The Final version of this Observation and Conference Form shall reflect any changes made following the conference. A copy of the final form shall be sent so the bargaining unit member receives it no later than 5 days following the conference.

---

OBSERVATION NOTES:

OBSERVATION SUMMARY:

POST OBSERVATION COMMENTS:

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

Evaluatee's Signature \_\_\_\_\_

Date: \_\_\_\_\_

Evaluator's Signature \_\_\_\_\_

Date: \_\_\_\_\_

**ALAMEDA COUNTY OFFICE OF EDUCATION  
L. KAREN MONROE, SUPERINTENDENT**

**FINAL EVALUATION FORM**

<b>Teacher:</b>	<b>Position:</b>	<b>Site</b>
<b>Annual Standards and Goals and Conference Date:</b>	<b>Pre-Observation Conf. Date(s):</b>	
<b>Observation Date(s)</b>	<b>Post-Observation Conf. Date(s):</b>	
<b>Standards and Goals Selected:</b>		

**Status:**   ☐ Intern   ☐ Probation I   ☐ Probation II   ☐ Permanent   ☐ Permanent 5-year

**Evaluation Rating:**      S = Satisfactory      U = Unsatisfactory

**Standard#** \_\_\_\_\_ **Goals#** \_\_\_\_\_ # \_\_\_\_\_ **Standard Rating**

**Standard#** \_\_\_\_\_ **Goals#** \_\_\_\_\_ # \_\_\_\_\_ **Standard Rating**

**Final Evaluation Overall Rating:** \_\_\_\_\_

Evaluation of performance will be in accordance with the standards and goals mutually agreed upon by the evaluator and the evaluatee at the annual goals and objectives planning conference.

Evaluator: Attach the two standards observed and evaluated, with final commendations/recommendations/evidence, to this page to complete the final evaluation form.

**Signature of Evaluatee:** \_\_\_\_\_ **Signature of Evaluator:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*The Bargaining Unit Member has attached a statement to this form. The statement is \_\_\_\_\_ pages in length.*

1. ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING	FINAL EVALUATION
<ul style="list-style-type: none"> <li>❑ 1. Connecting students' prior knowledge, life experience and interests with learning goals.</li> <li>❑ 2. Using a variety of instructional strategies and resources to respond to students' diverse need.</li> <li>❑ 3. Facilitating learning in experiences that promote autonomy, interaction and choice.</li> <li>❑ 4. Engaging students in problem solving, critical thinking and other activities that make subject matter meaningful.</li> <li>❑ 5. Promoting self-directed, reflective learning for all students.</li> </ul>	Commendations/Recommendations/Evidence
2. CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	FINAL EVALUATION
<ul style="list-style-type: none"> <li>❑ 1. Creating a physical environment that engages all students.</li> <li>❑ 2. Establishing a climate that promotes fairness and respect.</li> <li>❑ 3. Promoting social development and group responsibility.</li> <li>❑ 4. Establishing and maintaining standards of student behavior.</li> <li>❑ 5. Planning and implementing classroom procedures and routines that support student learning.</li> <li>❑ 6. Using instructional time effectively.</li> </ul>	Commendations/Recommendations/Evidence

3. UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	FINAL EVALUATION
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Demonstrating knowledge of subject matter, content and student development.</li> <li><input type="checkbox"/> 2. Organizing curriculum to support student understanding of subject matter.</li> <li><input type="checkbox"/> 3. Interrelating ideas and information within and across subject matter areas.</li> <li><input type="checkbox"/> 4. Developing student understanding through instructional strategies that are appropriate to the subject matter.</li> <li><input type="checkbox"/> 5. Using materials, resources and technologies to make subject matter accessible to students.</li> </ul>	Commendations/Recommendations/Evidence

4. PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	FINAL EVALUATION
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Drawing on and valuing students' backgrounds, interests and developmental learning needs.</li> <li><input type="checkbox"/> 2. Establishing and articulating goals for student learning.</li> <li><input type="checkbox"/> 3. Developing and sequencing instruction, activities, and materials for student learning.</li> <li><input type="checkbox"/> 4. Designing short-term and long-term plans to foster student learning.</li> <li><input type="checkbox"/> 5. Modifying instructional plans to adjust for student needs and to respond to ongoing assessments.</li> </ul>	Commendations/Recommendations/Evidence

5. ASSESSING STUDENT LEARNING	FINAL EVALUATION
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Establishing and communicating learning goals for all students.</li> <li><input type="checkbox"/> 2. Collecting and using multiple sources of information to assess student learning.</li> <li><input type="checkbox"/> 3. Involving and guiding all students in assessing their own learning.</li> <li><input type="checkbox"/> 4. Using results of assessments to guide instruction</li> <li><input type="checkbox"/> 5. Communicating with students, families and other audiences about student progress.</li> </ul>	<p><b>Commendations/Recommendations/Evidence</b></p>

6. DEVELOPING AS A PROFESSIONAL EDUCATOR	FINAL EVALUATION
<ul style="list-style-type: none"> <li><input type="checkbox"/> 1. Reflecting on teaching practices and planning professional development.</li> <li><input type="checkbox"/> 2. Establishing professional goals and pursuing opportunities to grow professionally.</li> <li><input type="checkbox"/> 3. Working with communities to improve professional practice.</li> <li><input type="checkbox"/> 4. Working with families to improve professional practice.</li> <li><input type="checkbox"/> 5. Working with colleagues to improve professional practice.</li> <li><input type="checkbox"/> 6. Balancing professional responsibilities and maintaining motivation.</li> </ul>	<p><b>Commendations/Recommendations/Evidence</b></p>

GENERAL COMMENTS	FINAL EVALUATION
<p>Evaluator Comments</p>	<p>+Commendations/Recommendations/Evidence</p>



## REQUEST/EXPLANATION FOR PERSONAL NECESSITY LEAVE/PERSONAL LEAVE

This form must be completed for all Personal Necessity Leave/Personal Leave taken.

### Personal Necessity Leave may be granted only for the reasons listed below:

PLEASE CHECK APPROPRIATE BOX.

Up to the annual allocation of sick leave absence allowed pursuant to Section A of Article 14 may be used by a teacher with prior notification for the following:

- ☐ a. Death or serious illness of a member of his/her immediate family.
- ☐ b. Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- ☐ c. The adoption of a child.
- ☐ d. Paternity leave, where such leave is necessary to care for the newborn child or mother of the newborn child.

### 2. In addition to the purposes specified in above, three (3) days of personal necessity leave may be used for:

- ☐ a. Required appearance of the teacher before a court, commission, or other tribunal under subpoena, summons, or other process.
- ☐ b. Personal importance leave describes an employee's activity that cannot reasonably be deferred to another day or time when the employee is free from duties and is not for the purposes of other employment, attendance at, or participation in functions or activities which are primarily for the employee's pleasure, amusement, or personal convenience; the extension of holidays or vacation periods; accompanying a spouse on a trip; seeking or engaging in campaigning or other political activity; to take examinations or engage in other activities related to advanced training.
- ☐ c. Such other reason as approved by the Superintendent or designee, based upon terms and conditions deemed appropriate by the Superintendent or designee.

### Personal Leave:

- ☐ Unit members may take (1) day of personal leave each school year. Such leave shall require prior notice in the same manner as sick leave but shall not require advance permission. Personal leave shall be charged against personal necessity leave and, therefore, sick leave. Personal leave may not be taken on the day before or after a holiday or vacation period, before or after a 3-day weekend, or on the first working day of the school year. Personal leave shall be taken in full-day increments only.

Date(s) Absent: \_\_\_\_\_

### Directions:

1. Verification of reason for use of personal necessity leave pursuant to paragraph 1. above may be requested by the Superintendent within 10 working days of receipt of this Request/Explanation for Personal Necessity Leave form. Upon request for verification, the teacher shall have 10 working days to comply with such request.
2. Request for use of personal necessity leave pursuant to paragraph 2. above shall be made to and approved by the Superintendent at least three (3) working days prior to the commencement of the leave. (Failure to adhere to this timeline shall be a ground for denial of leave.) State the purpose of the leave requested, the manner of verification and the date or dates for which the leave is requested in the space below:

---



---



---

Each employee may utilize days of personal necessity leave for each school year as indicated above. These days are deducted from accrued sick leave and are not accumulative.

\_\_\_\_\_  
EMPLOYEE'S SIGNATURE Department: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
DIRECTOR'S SIGNATURE Date: \_\_\_\_\_ Date Received: \_\_\_\_\_

Superintendent/Designee \_\_\_\_\_ Date: \_\_\_\_\_

- Approved - Not Approved



## DECLARATION

I, \_\_\_\_\_, declare that I am a  
member in good standing of \_\_\_\_\_  
RELIGIOUS ORGANIZATION  
which is located at \_\_\_\_\_

In accordance with the provisions of the ACTA and the Alameda County Superintendent of Schools Agreement, I declare  
that the tenets of said organization prohibit membership or financial support of employee organizations such as ACTA by  
the provisions of \_\_\_\_\_  
of said organization. I, therefore, request that all fees deducted from my wages as a result of the aforementioned Agreement  
be contributed to: \_\_\_\_\_

NAME OF ORGANIZATION

I authorize that the statement made herein may be verified. I hereby give consent to \_\_\_\_\_  
who may be reached at \_\_\_\_\_ to release  
to ACTA information about my membership status in the above religious organization.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
JOB TITLE

\_\_\_\_\_  
WORK SITE

\_\_\_\_\_  
HOME ADDRESS

\_\_\_\_\_  
HOME PHONE

Witnessed by:

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

### ACCEPTABLE CHARITABLE ORGANIZATIONS:

Foundation to Assist California Teachers  
Bay Area United Way  
Combined Health Agencies Drive

## **CALIFORNIA EDUCATION CODES 48900 and 48910**

### **CALIFORNIA CODES** **EDUCATION CODE** **SECTION 48900**

A pupil shall not be suspended from school or recommended for expulsion, unless the superintendent of the school district or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to any of subdivisions (a) to (r), inclusive:

- (a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person.
  - (2) Willfully used force or violence upon the person of another, except in self-defense.
- (b) Possessed, sold, or otherwise furnished a firearm, knife, explosive, or other dangerous object, unless, in the case of possession of an object of this type, the pupil had obtained written permission to possess the item from a certificated school employee, which is concurred in by the principal or the designee of the principal.
- (c) Unlawfully possessed, used, sold, or otherwise furnished, or been under the influence of, a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind.
- (d) Unlawfully offered, arranged, or negotiated to sell a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind, and either sold, delivered, or otherwise furnished to a person another liquid, substance, or material and represented the liquid, substance, or material as a controlled substance, alcoholic beverage, or intoxicant.
- (e) Committed or attempted to commit robbery or extortion.
- (f) Caused or attempted to cause damage to school property or private property.
- (g) Stole or attempted to steal school property or private property.
- (h) Possessed or used tobacco, or products containing tobacco or nicotine products, including, but not limited to, cigarettes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. However, this section does not prohibit the use or possession by a pupil of his or her own prescription products.
- (i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- (j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell drug paraphernalia, as defined in Section 11014.5 of the Health and Safety Code.
- (k) (1) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, school officials, or other school personnel engaged in the performance of their duties.
  - (2) Except as provided in Section 48910, a pupil enrolled in kindergarten or any of grades 1 to 3, inclusive, shall not be suspended for any of the acts enumerated in this subdivision, and this subdivision shall not constitute grounds for a pupil enrolled in kindergarten or any of grades 1 to 12, inclusive, to be recommended for expulsion. This paragraph shall become inoperative on July 1, 2018, unless a later enacted statute that becomes operative before July 1, 2018, deletes or extends that date.
- (l) Knowingly received stolen school property or private property.
- (m) Possessed an imitation firearm. As used in this section, “imitation firearm” means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.

(n) Committed or attempted to commit a sexual assault as defined in Section 261, 266c, 286, 288, 288a, or 289 of the Penal Code or committed a sexual battery as defined in Section 243.4 of the Penal Code.

(o) Harassed, threatened, or intimidated a pupil who is a complaining witness or a witness in a school disciplinary proceeding for purposes of either preventing that pupil from being a witness or retaliating against that pupil for being a witness, or both.

(p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

(q) Engaged in, or attempted to engage in, hazing. For purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, that is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this subdivision, “hazing” does not include athletic events or school-sanctioned events.

(r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

(A) Placing a reasonable pupil or pupils in fear of harm to that pupil’s or those pupils’ person or property.

(B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.

(C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.

(D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) “Electronic act” means the creation or transmission originated on or off the schoolsite, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:

(i) A message, text, sound, video, or image.

(ii) A post on a social network Internet Web site, including, but not limited to:

(I) Posting to or creating a burn page. “Burn page” means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).

(II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.

(III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(iii) An act of cyber sexual bullying.

(I) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to

another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (A) to (D), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.

(II) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) “Reasonable pupil” means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs.

(s) A pupil shall not be suspended or expelled for any of the acts enumerated in this section unless the act is related to a school activity or school attendance occurring within a school under the jurisdiction of the superintendent of the school district or principal or occurring within any other school district. A pupil may be suspended or expelled for acts that are enumerated in this section and related to a school activity or school attendance that occur at any time, including, but not limited to, any of the following:

(1) While on school grounds.

(2) While going to or coming from school.

(3) During the lunch period whether on or off the campus.

(4) During, or while going to or coming from, a school-sponsored activity.

(t) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, pursuant to this section, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a).

(u) As used in this section, “school property” includes, but is not limited to, electronic files and databases.

(v) For a pupil subject to discipline under this section, a superintendent of the school district or principal may use his or her discretion to provide alternatives to suspension or expulsion that are age appropriate and designed to address and correct the pupil’s specific misbehavior as specified in Section 48900.5.

(w) It is the intent of the Legislature that alternatives to suspension or expulsion be imposed against a pupil who is truant, tardy, or otherwise absent from school activities.

**CALIFORNIA CODES**  
**EDUCATION CODE**  
**SECTION 48910**

(a) A teacher may suspend any pupil from class, for any of the acts enumerated in Section 48900, for the day of the suspension and the day following. The teacher shall immediately report the suspension to the principal of the school and send the pupil to the principal or the designee of the principal for appropriate action. If that action requires the continued presence of the pupil at the schoolsite, the pupil shall be under appropriate supervision, as defined in policies and related regulations adopted by the governing board of the school district. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. If practicable, a school counselor or a school psychologist may attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he or she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the principal.

(b) A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day this subdivision shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.

(c) A teacher may also refer a pupil, for any of the acts enumerated in Section 48900, to the principal or the designee of the principal for consideration of a suspension from the school.

2022-23 Work Year Calendar  
Court Schools - 185 Days

CERTIFICATED  
(Court Schools) #1

DRAFT #1						K-12 SCHOOL DAYS	EXTENDED YEAR DAYS	ACTA 185 DAY	HOLIDAY	DESCRIPTION
MONTH	M	T	W	TH	F					
JULY					1					4 INDEPENDENCE DAY
JULY	4	5	6	7	8					1 - 26 SUMMER SCHOOL: 7 WEEK (BAC / CWS)
JULY	11	12	13	14	15	0	20	0	1	
JULY	18	19	20	21	22					
JULY	25	26	27	28	29					
AUG	1	2	3	4	5					1 - 12 SUMMER SCHOOL: 7 WEEK (BAC / CWS)
AUG	8	9	10	11	12					16 - 19 INTERSESSION
AUG	15*	16*	17*	18*	19*	6	6	8	0	22 PROFESSIONAL DEVELOPMENT DAY
AUG	22	23	24	25	26					23 NON-STUDENT CONTACT DAY
AUG	29	30	31							24 FIRST DAY OF SCHOOL
SEPT					1					
SEPT	6	6	7	8	9					6 LABOR DAY
SEPT	12	13	14	15	16	20	0	21	1	7 PROFESSIONAL DEVELOPMENT DAY
SEPT	19	20	21	22	23					
SEPT	26	27	28	29	30					
OCT	3	4	5	6	7					
OCT	10	11	12	13	14					
OCT	17	18	19	20	21	21	0	21	0	
OCT	24	25	26	27	28					
OCT	31									
NOV		1	2	3	4					
NOV	7	8	9	10	11					11 VETERANS DAY HOLIDAY
NOV	14	15	16	17	18	16	0	16	3	21 - 23 NO SCHOOL
NOV	21*	22*	23*	24	25					24 - 26 THANKSGIVING HOLIDAY
NOV	28	29	30							
DEC				1	2					
DEC	5	6	7	8	9					18 - 22 WINTER RECESS
DEC	12	13	14	15	16	12	0	12	2	23 - 26 WINTER HOLIDAY
DEC	19*	20*	21*	22*	23					27 - 30 NO SCHOOL / WINTER RECESS
DEC	26	27*	28*	29*	30*					
JAN	2	3	4	5	6					
JAN	9	10	11	12	13					2 NEW YEARS HOLIDAY
JAN	16	17	18	19	20	20	0	20	2	18 MARTIN LUTHER KING, JR DAY
JAN	23	24	25	26	27					
JAN	30	31								
FEB			1	2	3					
FEB	6	7	8	9	10					17 LINCOLN DAY
FEB	13	14	15	16	17	18	0	18	2	20 WASHINGTON DAY
FEB	20	21	22	23	24					
FEB	27	28								
MAR			1	2	3					
MAR	6	7	8	9	10					31 CESAR CHAVEZ OBSERVED
MAR	13	14	15	16	17	22	0	22	0	
MAR	20	21	22	23	24					
MAR	27	28	29	30	31*					
APR	(3)*	(4)*	(5)*	(6)*	(7)*					
APR	10	11	12	13	14	15	5	15	0	3 - 7 SPRING RECESS / INTERSESSION
APR	17	18	19	20	21					
APR	24	25	26	27	28					
MAY	1	2	3	4	5					
MAY	8	9	10	11	12					3 PROFESSIONAL DEVELOPMENT DAY
MAY	15	16	17	18	19	21	0	22	1	29 MEMORIAL DAY
MAY	22	23	24	25	26					
MAY	29	30	31							
JUN				1	2					
JUN	5	6	7	8	9					13 LAST DAY OF INSTRUCTION
JUN	12	13	14	15	16	9	11	10	0	14 NON-STUDENT CONTACT DAY
JUN	19	20	21	22	23					19 JUNETEENTH HOLIDAY
JUN	26	27	28	29	30					16 - 30 EXTENDED SCHOOL YEAR BAC / CWS
TOTALS						180	41	185	12	
HOLIDAYS										
TOTALS										

REGULAR WORK DAYS

HOLIDAYS

SUMMER SCHOOL (6 WKS)

EXTENDED YEAR

NON-STUDENT CONTACT DAY

PROFESIONAL DEVELOPMENT DAY

\* NON WORK DAY

Revised 4/20/22

2022-23 Work Year Calendar  
Community Schools - 185 Days

CERTIFICATED  
(Community Schools) #1

MONTH						K-5 SCHOOL DAYS	EXTENDED YEAR DAYS	ACTA 185 DAY	HOLIDAY	DESCRIPTION
JULY					1					4 INDEPENDENCE DAY
JULY	4	5	6	7	8					1 - 29 SUMMER SCHOOL: 4 WEEK (Preg. & Parenting Teen)
JULY	11	12	13	14	15	0	20	0	1	1 - 29 SUMMER SCHOOL: 4 WEEK (QA)
JULY	18	19	20	21	22					
JULY	25	26	27	28	29					
AUG	1*	2*	3*	4*	5*					
AUG	8*	9*	10*	11*	12*	6	0	8	0	1 - 19 INTERSESSION
AUG	15*	16*	17*	18*	19*					22 PROFESSIONAL DEVELOPMENT DAY
AUG	22	23	24	25	26					23 NON-STUDENT CONTACT DAY
AUG	29	30	31							24 FIRST DAY OF SCHOOL
SEPT				1	2					
SEPT	5	6	7	8	9					6 LABOR DAY
SEPT	12	13	14	15	16	20	0	21	1	7 PROFESSIONAL DEVELOPMENT DAY
SEPT	19	20	21	22	23					
SEPT	26	27	28	29	30					
OCT	3	4	5	6	7					
OCT	10	11	12	13	14					
OCT	17	18	19	20	21	21	0	21	0	
OCT	24	25	26	27	28					
OCT	31									
NOV		1	2	3	4					
NOV	7	8	9	10	11					11 VETERANS DAY HOLIDAY
NOV	14	15	16	17	18	16	0	16	3	21 - 23 NO SCHOOL
NOV	21*	22*	23*	24	25					24 - 25 THANKSGIVING HOLIDAY
NOV	28	29	30							
DEC				1	2					
DEC	5	6	7	8	9					19 - 22 WINTER RECESS
DEC	12	13	14	15	16	12	0	12	3	23 - 26 WINTER HOLIDAY
DEC	19*	20*	21*	22*	23					27 - 30 NO SCHOOL / WINTER RECESS
DEC	26	27*	28*	29*	30*					
JAN	2	3	4	5	6					
JAN	9	10	11	12	13					2 NEW YEARS HOLIDAY
JAN	16	17	18	19	20	20	0	20	1	18 MARTIN LUTHER KING, JR DAY
JAN	23	24	25	26	27					
JAN	30	31								
FEB			1	2	3					
FEB	6	7	8	9	10					17 LINCOLN DAY
FEB	13	14	15	16	17	18	0	18	2	20 WASHINGTON DAY
FEB	20	21	22	23	24					
FEB	27	28								
MAR			1	2	3					
MAR	6	7	8	9	10					31 CESAR CHAVEZ OBSERVED
MAR	13	14	15	16	17	22	0	22	0	
MAR	20	21	22	23	24					
MAR	27	28	29	30	31*					
APR	(3)*	(4)*	(5)*	(6)*	(7)*					
APR	10	11	12	13	14	15	5	15	0	3 - 7 SPRING RECESS / INTERSESSION
APR	17	18	19	20	21					
APR	24	25	26	27	28					
MAY	1	2	3	4	5					
MAY	8	9	10	11	12					3 PROFESSIONAL DEVELOPMENT DAY
MAY	15	16	17	18	19	21	0	22	1	29 MEMORIAL DAY
MAY	22	23	24	25	26					
MAY	29	30	31							
JUN				1	2					
JUN	5	6	7	8	9					13 LAST DAY OF INSTRUCTION
JUN	12	13	14	15	16	9	11	10	0	14 NON-STUDENT CONTACT DAY
JUN	19	20	21	22	23					19 JUNETEENTH HOLIDAY
JUN	26	27	28	29	30					15 - 30 EXTENDED SCHOOL YEAR BAC / CWS
TOTALS						180	36	185	12	
HOLIDAYS										
TOTALS										

REGULAR WORK DAYS  
HOLIDAYS  
SUMMER SCHOOL (5 WKS)  
EXTENDED YEAR

NON-STUDENT CONTACT DAY  
PROFESSIONAL DEVELOPMENT DAY  
\* NON WORK DAY

Revised 4/20/22

# 2022-23 Work Year Calendar

Nurse - 205 Days

CERTIFICATED  
(Nurse) #1

DRAFT #1						K-12 SCHOOL DAYS	EXTENDED YEAR DAYS	ACTA 205 DAY	HOLIDAY	DESCRIPTION
MONTH	M	T	W	TH	F					
JULY					1					4 INDEPENDENCE DAY
JULY	4	5	6	7	8					1 - 29 SUMMER SCHOOL: 4 WEEK (Preg & Parenting Teen)
JULY	11	12	13	14	15	20	0	20	1	1 - 29 SUMMER SCHOOL: 4 WEEK (QA)
JULY	18	19	20	21	22					
JULY	25	26	27	28	29					
AUG	1*	2*	3*	4*	5*					
AUG	8*	9*	10*	11*	12*					1 - 19 INTERSESSION
AUG	15*	16*	17*	18*	19*	6	0	8	0	22 PROFESSIONAL DEVELOPMENT DAY
AUG	22	23	24	25	26					23 NON-STUDENT CONTACT DAY
AUG	29	30	31							24 FIRST DAY OF SCHOOL
SEPT				1	2					
SEPT	5	6	7	8	9					6 LABOR DAY
SEPT	12	13	14	15	16	20	0	21	1	7 PROFESSIONAL DEVELOPMENT DAY
SEPT	19	20	21	22	23					
SEPT	26	27	28	29	30					
OCT	3	4	5	6	7					
OCT	10	11	12	13	14					
OCT	17	18	19	20	21	21	0	21	0	
OCT	24	25	26	27	28					
OCT	31									
NOV		1	2	3	4					
NOV	7	8	9	10	11					11 VETERANS DAY HOLIDAY
NOV	14	15	16	17	18	16	0	16	3	21 - 23 NO SCHOOL
NOV	21*	22*	23*	24	25					24 - 26 THANKSGIVING HOLIDAY
NOV	28	29	30							
DEC				1	2					
DEC	5	6	7	8	9					19 - 22 WINTER RECESS
DEC	12	13	14	15	16	12	0	12	2	23 - 26 WINTER HOLIDAY
DEC	19*	20*	21*	22*	23					27 - 30 NO SCHOOL / WINTER RECESS
DEC	26	27*	28*	29*	30*					
JAN	2	3	4	5	6					
JAN	9	10	11	12	13					2 NEW YEARS HOLIDAY
JAN	16	17	18	19	20	20	0	20	2	18 MARTIN LUTHER KING, JR DAY
JAN	23	24	25	26	27					
JAN	30	31								
FEB			1	2	3					
FEB	6	7	8	9	10					17 LINCOLN DAY
FEB	13	14	15	16	17	18	0	18	2	20 WASHINGTON DAY
FEB	20	21	22	23	24					
FEB	27	28								
MAR			1	2	3					
MAR	6	7	8	9	10					31 CESAR CHAVEZ OBSERVED
MAR	13	14	15	16	17	22	0	22	0	
MAR	20	21	22	23	24					
MAR	27	28	29	30	31*					
APR	(3)*	(4)*	(5)*	(6)*	(7)*					
APR	10	11	12	13	14	15	5	15	0	3 - 7 SPRING RECESS / INTERSESSION
APR	17	18	19	20	21					
APR	24	25	26	27	28					
MAY	1	2	3	4	5					
MAY	8	9	10	11	12					3 PROFESSIONAL DEVELOPMENT DAY
MAY	15	16	17	18	19	21	0	22	1	29 MEMORIAL DAY
MAY	22	23	24	25	26					
MAY	29	30	31							
JUN			1	2	3					
JUN	5	6	7	8	9					13 LAST DAY OF INSTRUCTION
JUN	12	13	14	15	16	9	11	10	0	14 NON-STUDENT CONTACT DAY
JUN	19	20	21	22	23					19 JUNETEENTH HOLIDAY
JUN	26	27	28	29	30					15 - 30 EXTENDED SCHOOL YEAR BAC / CWS
TOTALS						200	18	205	12	
HOLIDAYS										
TOTALS										
REGULAR WORK DAYS						NON-STUDENT CONTACT DAY				
HOLIDAYS						PROFESSIONAL DEVELOPMENT DAY				
EXTENDED YEAR						* NON WORK DAY				

Revised 4/20/22

2022-23 Work Year Calendar  
Opportunity Academy - 185 Days

CERTIFICATED  
(Opportunity Academy) #1

MONTH						SCHOOL DAYS	EXTENDED YEAR DAYS	ACTA 185 DAY	HOLIDAY	DESCRIPTION
JULY					1					1 NON-STUDENT CONTACT DAY
JULY	4	6	6	7	8					4 INDEPENDENCE DAY
JULY	11	12	13	14	15	18	0	20	1	6 FIRST DAY OF SCHOOL
JULY	18	19	20	21	22					27 PROFESSIONAL DEVELOPMENT DAY
JULY	25	26	27	28	29					
AUG	1	2	3	4	5					
AUG	8	9	10	11	12					
AUG	15	16	17	18	19	23	0	23	0	
AUG	23	23	24	25	26					
AUG	29	30	31							
SEPT					1					
SEPT	6	6	7	8	9					6 LABOR DAY
SEPT	12	13	14	15	16	20	0	21	1	7 PROFESSIONAL DEVELOPMENT DAY
SEPT	19	20	21	22	23					
SEPT	26	27	28	29	30					
OCT	3	4	5	6	7					
OCT	10	11	12	13	14	21	0	21	0	
OCT	17	18	19	20	21					
OCT	24	25	26	27	28					
OCT	31									
NOV		1	2	3	4					
NOV	7	8	9	10	11	18	0	18	3	11 VETERANS DAY HOLIDAY
NOV	14	15	16	17	18					23 NO SCHOOL
NOV	21	22	23	24	25					24 - 25 THANKSGIVING HOLIDAY
NOV	28	29	30							
DEC					1					
DEC	5	6	7	8	9	12	0	12	3	19 - 22 WINTER RECESS
DEC	12	13	14	15	16					23 - 26 WINTER HOLIDAY
DEC	19	20	21	22	23					27 - 30 NO SCHOOL / WINTER RECESS
DEC	26	27	28	29	30					
JAN	3	4	5	6	7					
JAN	9	10	11	12	13	19	0	20	2	2 NEW YEARS HOLIDAY
JAN	16	17	18	19	20					11 PROFESSIONAL DEVELOPMENT
JAN	23	24	25	26	27					18 MARTIN LUTHER KING, JR DAY
JAN	30	31								
FEB			1	2	3					
FEB	6	7	8	9	10	18	0	18	2	17 LINCOLN DAY
FEB	13	14	15	16	17					20 WASHINGTON DAY
FEB	20	21	22	23	24					
FEB	27	28								
MAR			1	2	3					
MAR	6	7	8	9	10	22	0	22	0	31 CESAR CHAVEZ OBSERVED
MAR	13	14	15	16	17					
MAR	20	21	22	23	24					
MAR	27	28	29	30	31					
APR	3	4	5	6	7	9	4	10	0	3 - 7 SPRING RECESS / INTERSESSION
APR	10	11	12	13	14					20 LAST DAY OF INSTRUCTION
APR	17	18	19	20	21					21 NON-STUDENT CONTACT DAY
APR	24	25	26	27	28					26 - 28 EXTENDED YEAR (4 DAYS - AOA)
MAY	1	2	3	4	5					2 - 6 EXTENDED YEAR (4 DAY - AOA)
MAY	8	9	10	11	12	0	12	0	0	3 PROFESSIONAL DEVELOPMENT DAY
MAY	15	16	17	18	19					3 NON-STUDENT CONTACT DAY
MAY	22	23	24	25	26					8 - 12 NO SCHOOL
MAY	29	30	31							16 - 28 EXTENDED YEAR (8 DAYS - AOA)
MAY										30 - 31 NO SCHOOL
JUN				1	2					
JUN	5	6	7	8	9	0	16	0	0	1 - 2 NO SCHOOL
JUN	12	13	14	15	16					8 - 30 EXTENDED YEAR (16 DAYS - AOA)
JUN	19	20	21	22	23					18 JUNETEENTH HOLIDAY
JUN	26	27	28	29	30					
TOTALS						180	32	186	12	
HOLIDAYS										
TOTALS										
	REGULAR WORK DAYS									NON-STUDENT CONTACT DAY
	HOLIDAYS									PROFESSIONAL DEVELOPMENT DAY
	EXTENDED YEAR									* NON WORK DAY

Revised 5/1/22

2022-23 Work Year Calendar  
Infant Program - 185 Days

CERTIFICATED  
Infant Program) #1

MONTH	M	T	W	TH	F	K-12 SCHOOL DAYS	EXTENDED YEAR/DAYS	ACTA 185 DAY	HOLIDAY	DESCRIPTION
JULY					1					
JULY	4	5	6	7	8					4 INDEPENDENCE DAY
JULY	11	12	13	14	15	0	20	0	1	1 - 29 SUMMER SCHOOL: 4 WEEK (IFS)
JULY	18	19	20	21	22					
JULY	25	26	27	28	29					
AUG	1*	2*	3*	4*	5*					
AUG	8*	9*	10*	11*	12*	12	0	13	0	1 - 12 RECESS
AUG	15	16	17	18	19					16 NON-STUDENT CONTACT DAY
AUG	22	23	24	25	26					16 PROFESSIONAL DEVELOPMENT DAY
AUG	29	30	31							18 FIRST DAY OF SCHOOL
SEPT				1	2					
SEPT	4	5	6	7	8					6 LABOR DAY
SEPT	12	13	14	15	16	20	0	21	1	7 PROFESSIONAL DEVELOPMENT DAY
SEPT	19	20	21	22	23					
SEPT	26	27	28	29	30					
OCT	3	4	5	6	7					
OCT	10	11	12	13	14					
OCT	17	18	19	20	21	21	0	21	0	
OCT	24	25	26	27	28					
OCT	31									
NOV		1	2	3	4					
NOV	7	8	9	10	11					11 VETERANS DAY HOLIDAY
NOV	14	15	16	17	18	16	0	16	3	21 - 23 NO SCHOOL
NOV	21*	22*	23*	24	25					24 - 26 THANKSGIVING HOLIDAY
NOV	28	29	30							
DEC				1	2					
DEC	5	6	7	8	9					
DEC	12	13	14	15	16	12	0	12	3	18 - 22 WINTER RECESS
DEC	19*	20*	21*	22*	23					23 - 28 WINTER HOLIDAY
DEC	26	27*	28*	29*	30*					27 - 30 NO SCHOOL / WINTER RECESS
JAN	2	3	4	5	6					
JAN	9	10	11	12	13					
JAN	16	17	18	19	20	20	0	20	1	2 NEW YEARS HOLIDAY
JAN	23	24	25	26	27					18 MARTIN LUTHER KING, JR DAY
JAN	30	31								
FEB			1	2	3					
FEB	6	7	8	9	10					
FEB	13	14	15	16	17	18	0	18	2	17 LINCOLN DAY
FEB	20	21	22	23	24					20 WASHINGTON DAY
FEB	27	28								
MAR			1	2	3					
MAR	6	7	8	9	10					
MAR	13	14	15	16	17	22	0	22	0	31 CESAR CHAVEZ OBSERVED
MAR	20	21	22	23	24					
MAR	27	28	29	30	31*					
APR	[3]*	[4]*	[5]*	[6]*	[7]*	15	5	15	0	3 - 7 SPRING RECESS / INTERSESSION
APR	10	11	12	13	14					
APR	17	18	19	20	21					
APR	24	25	26	27	28					
MAY	1	2	3	4	5					
MAY	8	9	10	11	12					
MAY	15	16	17	18	19	21	0	22	1	3 PROFESSIONAL DEVELOPMENT DAY
MAY	22	23	24	25	26					29 MEMORIAL DAY
MAY	30	31								
JUN			1	2						
JUN	5	6	7	8*	9*					6 LAST DAY OF INSTRUCTION
JUN	12*	13*	14*	15*	16*	3	0	5	0	6 NON-STUDENT CONTACT DAY
JUN	19	20*	21*	22*	23*					7 NON-STUDENT CONTACT DAY
JUN	26*	27*	28*	29*	30*					19 JUNETEENTH HOLIDAY
TOTALS						180	25	185	12	
HOLIDAYS										
TOTALS										

REGULAR WORK DAYS

HOLIDAYS

SUMMER SCHOOL (4 WKS)

NON-STUDENT CONTACT DAY

PROFESIONAL DEVELOPMENT DAY

\* NON WORK DAY

Revised 5/5/22

2023-24 Work Year Calendar Court Schools - 185 Days								CERTIFICATED (Court Schools) #1		
DRAFT #1						K-12 SCHOOL DAYS	EXTEND YEAR/DAYS	ACTA 185 DAY	HOLIDAY	DESCRIPTION
MONTH	M	T	W	TH	F					
JULY	3	4	5	6	7					4 INDEPENDENCE DAY
JULY	10	11	12	13	14					1 - 31 SUMMER SCHOOL: 7 WEEK (BAC / CWS)
JULY	17	18	19	20	21	0	20	0	1	
JULY	24	25	26	27	28					
JULY	31									
AUG		1	2	3	4					1 - 11 SUMMER SCHOOL: 7 WEEK (BAC / CWS)
AUG	7	8	9	10	11					14 - 18 INTERSESSION
AUG	14*	15*	16*	17*	18*	7	6	9	0	21 PROFESSIONAL DEVELOPMENT DAY
AUG	21	22	23	24	25					22 NON-STUDENT CONTACT DAY
AUG	28	29	30	31						23 FIRST DAY OF SCHOOL
SEPT					1					
SEPT	4	5	6	7	8					4 LABOR DAY
SEPT	11	12	13	14	15	19	0	20	1	6 PROFESSIONAL DEVELOPMENT DAY
SEPT	18	19	20	21	22					
SEPT	25	26	27	28	29					
OCT	2	3	4	5	6					
OCT	9	10	11	12	13					
OCT	16	17	18	19	20	22	0	22	0	
OCT	23	24	25	26	27					
OCT	30	31								
NOV			1	2	3					
NOV	6	7	8	9	10					10 VETERANS DAY HOLIDAY
NOV	13	14	15	16	17	16	0	16	3	20 - 22 NO SCHOOL
NOV	20*	21*	22*	23	24					23 - 24 THANKSGIVING HOLIDAY
NOV	27	28	29	30						
DEC					1					
DEC	4	5	6	7	8					18 - 22 WINTER RECESS
DEC	11	12	13	14	15	11	0	11	2	25 - 28 WINTER HOLIDAY
DEC	18*	19*	20*	21*	22*					27 - 29 NO SCHOOL / WINTER RECESS
DEC	26	26	27*	28*	29*					
JAN	4	5	6	7	8					
JAN	11	12	13	14	15					1 NEW YEARS HOLIDAY
JAN	18	19	20	21	22	21	0	21	2	15 MARTIN LUTHER KING, JR DAY
JAN	25	26	27	28	29					
JAN	31									
FEB			1	2	3					
FEB	5	6	7	8	9					18 LINCOLN DAY
FEB	12	13	14	15	16	19	0	19	2	19 WASHINGTON DAY
FEB	19	20	21	22	23					
FEB	26	27	28	29						
MAR					1					
MAR	4	5	6	7	8					28 CESAR CHAVEZ OBSERVED
MAR	11	12	13	14	15	20	0	20	0	
MAR	18	19	20	21	22					
MAR	25	26	27	28	29*					
APR	[1]*	[2]*	[3]*	[4]*	[5]*					
APR	8	9	10	11	12	17	5	17	0	1 - 5 SPRING RECESS / INTERSESSION
APR	15	16	17	18	19					
APR	22	23	24	25	26					
APR	29	30								
MAY			1	2	3					
MAY	6	7	8	9	10					1 PROFESSIONAL DEVELOPMENT DAY
MAY	13	14	15	16	17	21	0	22	1	27 MEMORIAL DAY
MAY	20	21	22	23	24					
MAY	27	28	29	30	31					
JUN	3	4	5	6	7					
JUN	10	11	12	13	14					11 LAST DAY OF INSTRUCTION
JUN	17	18	19	20	21	7	11	8	0	12 NON-STUDENT CONTACT DAY
JUN	24	25	26	27	28					18 JUNETEENTH HOLIDAY
JUN										13 - 28 EXTENDED SCHOOL YEAR BAC / CWS
TOTALS						180	41	185	12	
HOLIDAYS										
TOTALS										
REGULAR WORK DAYS										NON-STUDENT CONTACT DAY
HOLIDAYS										PROFESSIONAL DEVELOPMENT DAY
SUMMER SCHOOL (5 WKS)										* NON WORK DAY
EXTENDED YEAR										

Revised 4/20/22

**2023-24 Work Year Calendar**  
Community Schools - 185 Days

**CERTIFICATED**  
(Community Schools) #1

MONTH						K-12 SCHOOL DAYS	EXTENDED YEAR DAYS	ACTA 186 DAY	HOLIDAY	DESCRIPTION
JULY	3	4	5	6	7					4 INDEPENDENCE DAY
JULY	10	11	12	13	14					1 - 31 SUMMER SCHOOL: 4 WEEK (Preg & Parenting Teen)
JULY	17	18	19	20	21					1 - 31 SUMMER SCHOOL: 4 WEEK (QA)
JULY	24	25	26	27	28					
JULY	31									
AUG		1*	2*	3*	4*					
AUG	7*	8*	9*	10*	11*					1 - 18 INTERSESSION
AUG	14*	15*	16*	17*	18*	7	0	9	0	21 PROFESSIONAL DEVELOPMENT DAY
AUG	21	22	23	24	25					22 NON-STUDENT CONTACT DAY
AUG	28	29	30	31						23 FIRST DAY OF SCHOOL
SEPT					1					
SEPT	4	5	6	7	8					4 LABOR DAY
SEPT	11	12	13	14	15	19	0	20	1	8 PROFESSIONAL DEVELOPMENT DAY
SEPT	18	19	20	21	22					
SEPT	25	26	27	28	29					
OCT	2	3	4	5	6					
OCT	9	10	11	12	13					
OCT	16	17	18	19	20	22	0	22	0	
OCT	23	24	25	26	27					
OCT	30	31								
NOV			1	2	3					
NOV	6	7	8	9	10					10 VETERANS DAY HOLIDAY
NOV	13	14	15	16	17	16	0	16	3	20 - 22 NO SCHOOL
NOV	20*	21*	22*	23	24					23 - 24 THANKSGIVING HOLIDAY
NOV	27	28	29	30						
DEC					1					
DEC	4	5	6	7	8					18 - 22 WINTER RECESS
DEC	11	12	13	14	15	11	0	11	2	25 - 28 WINTER HOLIDAY
DEC	18*	19*	20*	21*	22*					27 - 29 NO SCHOOL / WINTER RECESS
DEC	25	26	27*	28*	29*					
JAN	4	5	6	7	8					
JAN	11	12	13	14	15					
JAN	18	19	20	21	22	21	0	21	2	1 NEW YEARS HOLIDAY
JAN	25	26	27	28	29					16 MARTIN LUTHER KING, JR DAY
JAN	31									
FEB			1	2	3					
FEB	5	6	7	8	9					
FEB	12	13	14	15	16	19	0	19	2	18 LINCOLN DAY
FEB	19	20	21	22	23					19 WASHINGTON DAY
FEB	26	27	28	29						
MAR					1					
MAR	4	5	6	7	8					
MAR	11	12	13	14	15	20	0	20	0	28 CESAR CHAVEZ OBSERVED
MAR	18	19	20	21	22					
MAR	25	26	27	28	29*					
APR	[1]*	[2]*	[3]*	[4]*	[5]*					
APR	8	9	10	11	12	17	5	17	0	1 - 6 SPRING RECESS / INTERSESSION
APR	15	16	17	18	19					
APR	22	23	24	25	26					
APR	29	30								
MAY			1	2	3					
MAY	6	7	8	9	10					
MAY	13	14	15	16	17	21	0	22	1	1 PROFESSIONAL DEVELOPMENT DAY
MAY	20	21	22	23	24					27 MEMORIAL DAY
MAY	27	28	29	30	31					
JUN	3	4	5	6	7					
JUN	10	11	12	13	14					11 LAST DAY OF INSTRUCTION
JUN	17	18	19	20	21	7	11	8	0	12 NON-STUDENT CONTACT DAY
JUN	24	25	26	27	28					19 JUNETEENTH HOLIDAY
TOTALS						180	38	186	12	13 - 30 EXTENDED SCHOOL YEAR BAC / CWS
HOLIDAYS										
TOTALS										

REGULAR WORK DAYS	NON-STUDENT CONTACT DAY
HOLIDAYS	PROFESIONAL DEVELOPMENT DAY
SUMMER SCHOOL (4 WKS)	* NON WORK DAY
EXTENDED YEAR	

Revised 4/20/22

# 2023-24 Work Year Calendar

Nurse - 205 Days

CERTIFICATED  
(Nurse) #1

MONTH						K-12 SCHOOL DAYS	EXTENDED YEAR DAYS	ACTA 205 DAY	HOLIDAY	DESCRIPTION
JULY	3	4	5	6	7					4 INDEPENDENCE DAY
JULY	10	11	12	13	14					1 - 31 SUMMER SCHOOL: 4 WEEK (Preg & Parenting Teen)
JULY	17	18	19	20	21	20	0	20	1	1 - 31 SUMMER SCHOOL: 4 WEEK (QA)
JULY	24	25	26	27	28					
JULY	31									
AUG		1*	2*	3*	4*					
AUG	7*	8*	9*	10*	11*					1 - 18 INTERSESSION
AUG	14*	15*	16*	17*	18*	7	0	9	0	21 PROFESSIONAL DEVELOPMENT DAY
AUG	21	22	23	24	25					22 NON-STUDENT CONTACT DAY
AUG	28	29	30	31						23 FIRST DAY OF SCHOOL
SEPT					1					
SEPT	4	5	6	7	8					4 LABOR DAY
SEPT	11	12	13	14	15	19	0	20	1	8 PROFESSIONAL DEVELOPMENT DAY
SEPT	18	19	20	21	22					
SEPT	25	26	27	28	29					
OCT	2	3	4	5	6					
OCT	9	10	11	12	13					
OCT	16	17	18	19	20	22	0	22	0	
OCT	23	24	25	26	27					
OCT	30	31								
NOV			1	2	3					
NOV	6	7	8	9	10					10 VETERANS DAY HOLIDAY
NOV	13	14	15	16	17	16	0	16	3	20 - 22 NO SCHOOL
NOV	20*	21*	22*	23	24					23 - 24 THANKSGIVING HOLIDAY
NOV	27	28	29	30						
DEC					1					
DEC	4	5	6	7	8					18 - 22 WINTER RECESS
DEC	11	12	13	14	15	11	0	11	2	26 - 28 WINTER HOLIDAY
DEC	18*	19*	20*	21*	22*					27 - 29 NO SCHOOL / WINTER RECESS
DEC	26	27	28	29						
JAN	1	2	3	4	5					
JAN	8	9	10	11	12					1 NEW YEARS HOLIDAY
JAN	15	16	17	18	19	21	0	21	2	16 MARTIN LUTHER KING, JR DAY
JAN	22	23	24	25	26					
JAN	29	30	31							
FEB				1	2					
FEB	5	6	7	8	9					18 LINCOLN DAY
FEB	12	13	14	15	16	19	0	19	2	19 WASHINGTON DAY
FEB	19	20	21	22	23					
FEB	26	27	28	29						
MAR					1					
MAR	4	5	6	7	8					28 CESAR CHAVEZ OBSERVED
MAR	11	12	13	14	15	20	0	20	0	
MAR	18	19	20	21	22					
MAR	25	26	27	28	29*					
APR	[1]*	[2]*	[3]*	[4]*	[5]*					
APR	8	9	10	11	12	17	5	17	0	1 - 5 SPRING RECESS / INTERSESSION
APR	15	16	17	18	19					
APR	22	23	24	25	26					
APR	29	30								
MAY			1	2	3					
MAY	6	7	8	9	10					1 PROFESSIONAL DEVELOPMENT DAY
MAY	13	14	15	16	17	21	0	22	1	27 MEMORIAL DAY
MAY	20	21	22	23	24					
MAY	27	28	29	30	31					
JUN	3	4	5	6	7					
JUN	10	11	12	13	14					11 LAST DAY OF INSTRUCTION
JUN	17	18	19	20	21	7	11	8	0	12 NON-STUDENT CONTACT DAY
JUN	24	25	26	27	28					19 JUNETEENTH HOLIDAY
										13 - 30 EXTENDED SCHOOL YEAR BAC / CWS
TOTALS						200	18	206	12	
HOLIDAYS										
TOTALS										

REGULAR WORK DAYS

HOLIDAYS

EXTENDED YEAR

NON-STUDENT CONTACT DAY

PROFESSIONAL DEVELOPMENT DAY

\* NON WORK DAY

Revised 4/20/22

**2023-24 Work Year Calendar**  
**Opportunity Academy - 185 Days**

**CERTIFICATED**  
**(Opportunity Academy) #1**

DRAFT #1						K-12 SCHOOL DAYS	EXTENDED YEAR DAYS	ACTA 185 DAY	HOLIDAY	DESCRIPTION
MONTH	M	T	W	TH	F					
JULY	3	4	5	6	7					3 NON-STUDENT CONTACT DAY
JULY	10	11	12	13	14					4 INDEPENDENCE DAY
JULY	17	18	19	20	21	18	0	20	1	6 FIRST DAY OF SCHOOL
JULY	24	25	26	27	28					28 PROFESSIONAL DEVELOPMENT DAY
JULY	31									
AUG		1	2	3	4					
AUG	7	8	9	10	11					
AUG	14	15	16	17	18	23	0	23	0	
AUG	21	22	23	24	25					
AUG	28	29	30	31						
SEPT					1					
SEPT	4	5	6	7	8					4 LABOR DAY
SEPT	11	12	13	14	15	19	0	20	1	6 PROFESSIONAL DEVELOPMENT DAY
SEPT	18	19	20	21	22					
SEPT	25	26	27	28	29					
OCT	2	3	4	5	6					
OCT	9	10	11	12	13					
OCT	16	17	18	19	20	22	0	22	0	
OCT	23	24	25	26	27					
OCT	30	31								
NOV			1	2	3					
NOV	6	7	8	9	10					10 VETERANS DAY HOLIDAY
NOV	13	14	15	16	17	18	0	18	3	22 NO SCHOOL
NOV	20	21	22	23	24					23 - 24 THANKSGIVING HOLIDAY
NOV	27	28	29	30						
DEC					1					
DEC	4	5	6	7	8					18 - 22 WINTER RECESS
DEC	11	12	13	14	15	11	0	11	3	26 - 28 WINTER HOLIDAY
DEC	18	19	20	21	22					27 - 29 NO SCHOOL / WINTER RECESS
DEC	25	26	27	28	29					
JAN	1	2	3	4	5					
JAN	8	9	10	11	12					1 NEW YEARS HOLIDAY
JAN	15	16	17	18	19	20	0	21	2	10 PROFESSIONAL DEVELOPMENT DAY
JAN	22	23	24	25	26					16 MARTIN LUTHER KING, JR DAY
JAN	29	30	31							
FEB			1	2	3					
FEB	5	6	7	8	9					18 LINCOLN DAY
FEB	12	13	14	15	16	19	0	19	2	19 WASHINGTON DAY
FEB	19	20	21	22	23					
FEB	26	27	28	29						
MAR					1					
MAR	4	5	6	7	8					28 CESAR CHAVEZ OBSERVED
MAR	11	12	13	14	15	20	0	20	0	
MAR	18	19	20	21	22					
MAR	25	26	27	28	29					
APR	(1)*	(2)*	(3)*	(4)*	(5)*					
APR	8	9	10	11	12	10	5	11	0	1 - 5 SPRING RECESS / INTERSESSION
APR	15	16	17	18	19					19 LAST DAY OF INSTRUCTION
APR	22	23	24	25	26					22 NON-STUDENT CONTACT DAY
APR	29	30								23 - 30 EXTENDED YEAR (5 DAYS - AOA)
MAY			1	2	3					2 - 3 EXTENDED YEAR (4 DAY - AOA)
MAY	6	7	8	9	10					1 PROFESSIONAL DEVELOPMENT DAY
MAY	13	14	15	16	17	0	11	0	1	1 NON-STUDENT CONTACT DAY
MAY	20	21	22	23	24					6 - 10 NO SCHOOL
MAY	27	28	29	30	31					14 - 24 EXTENDED YEAR (8 DAYS - AOA)
MAY										28 - 31 NO SCHOOL
JUN	3	4	5	6	7					
JUN	10	11	12	13	14					
JUN	17	18	19	20	21	0	15	0	0	4 - 28 EXTENDED YEAR (15 DAYS - AOA)
JUN	24	25	26	27	28					19 JUNETEENTH HOLIDAY
TOTALS						180	31	186	13	
HOLIDAYS										
TOTALS										
REGULAR WORK DAYS						NON-STUDENT CONTACT DAY				
HOLIDAYS						PROFESSIONAL DEVELOPMENT DAY				
EXTENDED YEAR						NON WORK DAY				

Revised 4/20/22

2023-24 Work Year Calendar  
Community Schools - 185 Days

CERTIFICATED  
Infant Program) #1

MONTH						K-12 SCHOOL DAYS	EXTEND SCHOOL DAYS	ACTA 185 DAY	HOLIDAY	DESCRIPTION
JULY	3	4	5	6	7					
JULY	10	11	12	13	14					4 INDEPENDENCE DAY
JULY	17	18	19	20	21	0	20	0	1	3 - 31 SUMMER SCHOOL: 4 WEEK (IFS)
JULY	24	25	26	27	28					
JULY	31									
AUG		1*	2*	3*	4*					
AUG	7*	8*	9*	10*	11*					1 - 11 RECESS
AUG	14	15	16	17	18	12	0	14	0	14 PROFESSIONAL DEVELOPMENT DAY
AUG	21	22	23	24	25					16 NON-STUDENT CONTACT DAY
AUG	28	29	30	31						18 FIRST DAY OF SCHOOL
SEPT					1					
SEPT	4	5	6	7	8					4 LABOR DAY
SEPT	11	12	13	14	15	19	0	20	1	8 PROFESSIONAL DEVELOPMENT DAY
SEPT	18	19	20	21	22					
SEPT	25	26	27	28	29					
OCT	2	3	4	5	6					
OCT	9	10	11	12	13					
OCT	16	17	18	19	20	22	0	22	0	
OCT	23	24	25	26	27					
OCT	30	31								
NOV			1	2	3					
NOV	6	7	8	9	10					10 VETERANS DAY HOLIDAY
NOV	13	14	15	16	17	16	0	16	3	20 - 22 NO SCHOOL
NOV	20*	21*	22*	23	24					23 - 24 THANKSGIVING HOLIDAY
NOV	27	28	29	30						
DEC					1					
DEC	4	5	6	7	8					18 - 22 WINTER RECESS
DEC	11	12	13	14	15	11	0	11	2	26 - 28 WINTER HOLIDAY
DEC	18*	19*	20*	21*	22*					27 - 29 NO SCHOOL / WINTER RECESS
DEC	25	26	27*	28*	29*					
JAN	1	2	3	4	5					
JAN	8	9	10	11	12					1 NEW YEARS HOLIDAY
JAN	15	16	17	18	19	21	0	21	2	16 MARTIN LUTHER KING, JR DAY
JAN	22	23	24	25	26					
JAN	29	30	31							
FEB				1	2					
FEB	5	6	7	8	9					18 LINCOLN DAY
FEB	12	13	14	15	16	19	0	19	2	19 WASHINGTON DAY
FEB	19	20	21	22	23					
FEB	26	27	28	29						
MAR					1					
MAR	4	5	6	7	8					29 CESAR CHAVEZ OBSERVED
MAR	11	12	13	14	15	20	0	20	0	
MAR	18	19	20	21	22					
MAR	25	26	27	28	29*					
APR	[1]*	[2]*	[3]*	[4]*	[5]*					
APR	8	9	10	11	12	17	5	17	0	1 - 5 SPRING RECESS / INTERSESSION
APR	15	16	17	18	19					
APR	22	23	24	25	26					
APR	29	30								
MAY			1	2	3					
MAY	6	7	8	9	10					1 PROFESSIONAL DEVELOPMENT DAY
MAY	13	14	15	16	17	21	0	22	1	27 MEMORIAL DAY
MAY	20	21	22	23	24					
MAY	27	28	29	30	31					
JUN	3	4	5	6	7					
JUN	10	11	12	13	14					4 LAST DAY OF INSTRUCTION
JUN	17	18	19	20	21	2	0	3	0	6 NON-STUDENT CONTACT DAY
JUN	24	25	26	27	28					19 JUNETEENTH HOLIDAY
TOTALS						180	26	186	12	
HOLIDAYS										
TOTALS										

REGULAR WORK DAYS

HOLIDAYS

SUMMER SCHOOL (4 WKS)

NON-STUDENT CONTACT DAY

PROFESSIONAL DEVELOPMENT DAY

\* NON WORK DAY

Revised 4/20/22

**ACTA  
Alameda Co Teachers Assn  
2021-2022**

**Emergency, Intern Waiver**

Range (Col)	Step (Row)	Annual*	10 Mos Monthly	12 Mos Monthly	10 Mos Daily *	10 Mos Hourly
1	1	67,935.43	6,793.54	5,661.29	367.22	50.65
1	2	70,696.05	7,069.61	5,891.34	382.14	52.71
1	3	73,595.40	7,359.54	6,132.95	397.81	54.87
1	4	76,594.87	7,659.49	6,382.91	414.03	57.11
1	5	79,790.99	7,979.10	6,649.25	431.30	59.49
1	6	83,148.68	8,314.87	6,929.06	449.45	61.99
1	7	86,671.47	8,667.15	7,222.62	468.49	64.62
1	8	90,373.34	9,037.33	7,531.11	488.50	67.38

**Preliminary & Clear**

Range (Col)	Step (Row)	Annual*	10 Mos Monthly	12 Mos Monthly	10 Mos. Daily *	10 Mos Hourly
2	1	68,313.00	6,831.30	5,692.75	369.26	50.93
2	2	71,122.80	7,112.28	5,926.90	384.45	53.03
2	3	73,756.96	7,375.70	6,146.41	398.69	54.99
2	4	76,682.66	7,668.27	6,390.22	414.50	57.17
2	5	79,878.80	7,987.88	6,656.57	431.78	59.56
2	6	83,236.48	8,323.65	6,936.37	449.93	62.06
2	7	86,759.26	8,675.93	7,229.94	468.97	64.69
2	8	90,461.17	9,046.12	7,538.43	488.98	67.45
2	9	94,345.71	9,434.57	7,862.14	509.98	70.34
2	10	98,425.16	9,842.52	8,202.10	532.03	73.38
2	11	102,706.58	10,270.66	8,558.88	555.17	76.58
2	12	107,205.75	10,720.58	8,933.81	579.49	79.93
2	13	111,927.97	11,192.80	9,327.33	605.02	83.45
2	14	116,887.21	11,688.72	9,740.60	631.82	87.15
2	15	122,092.37	12,209.24	10,174.36	659.96	91.03
2	16	127,559.13	12,755.91	10,629.93	689.51	95.10
2	18*	130,110.31	13,011.03	10,842.53	703.30	97.01

\*Step 18 includes longevity – 18 years of service in an ACTA position.

Substitute and temporary contracts not included in calculating 18 years with ACOE

\*\* The Annual salary column represents the amounts actually downloaded from the payroll system; the Monthly column is the actual amount a full-time employee will be paid on a monthly basis; the two columns do not calculate perfectly due to the decimal rounding in the payroll system.

**ACTA  
Alameda Co Teachers Assn  
NURSE -205 DAYS  
2021-2022**

**Emergency, Intern Waiver**

<b>Range (Col)</b>	<b>Step (Row)</b>	<b>Annual*</b>	<b>12 Mos Monthly</b>	<b>12 Mos Daily *</b>	<b>12 Mos Hourly</b>
1	1	75,280.10	6,273.34	367.22	50.65
1	2	78,338.70	6,528.23	382.14	52.71
1	3	81,551.05	6,795.92	397.81	54.87
1	4	84,876.15	7,073.01	414.03	57.11
1	5	88,416.50	7,368.04	431.30	59.49
1	6	92,137.25	7,678.10	449.45	61.99
1	7	96,040.45	8,003.37	468.49	64.62
1	8	100,142.50	8,345.21	488.50	67.38

**Preliminary & Clear**

<b>Range (Col)</b>	<b>Step (Row)</b>	<b>Annual*</b>	<b>12 Mos Monthly</b>	<b>12 Mos. Daily *</b>	<b>12 Mos Hourly</b>
2	1	75,698.30	6,308.19	369.26	50.93
2	2	78,812.25	6,567.69	384.45	53.03
2	3	81,731.45	6,810.95	398.69	54.99
2	4	84,972.50	7,081.04	414.50	57.17
2	5	88,514.90	7,376.24	431.78	59.56
2	6	92,235.65	7,686.30	449.93	62.06
2	7	96,138.85	8,011.57	468.97	64.69
2	8	100,240.90	8,353.41	488.98	67.45
2	9	104,545.90	8,712.16	509.98	70.34
2	10	109,066.15	9,088.85	532.03	73.38
2	11	113,809.85	9,484.15	555.17	76.58
2	12	118,795.45	9,899.62	579.49	79.93
2	13	124,029.10	10,335.76	605.02	83.45
2	14	129,523.10	10,793.59	631.82	87.15
2	15	135,291.80	11,274.32	659.96	91.03
2	16	141,349.55	11,779.13	689.51	95.10
2	18*	144,176.50	12,014.71	703.30	97.01

\*Step 18 includes longevity – 18 years of service in an ACTA position.

Substitute and temporary contracts not included in calculating 18 years with ACOE

\* The Annual salary column represents the amounts actually downloaded from the payroll system; the Monthly column is the actual amount a full-time employee will be paid on a monthly basis; the two columns do not calculate perfectly due to the decimal rounding in the payroll system.

**ACTA  
Alameda Co Teachers Assn  
2022-2023**

**Emergency, Intern Waiver**

Range (Col)	Step (Row)	Annual*	10 Mos Monthly	12 Mos Monthly	10 Mos Daily *	10 Mos Hourly
1	1	69,430.01	6,943.00	5,785.83	375.30	51.77
1	2	72,251.36	7,225.14	6,020.95	390.55	53.87
1	3	75,214.50	7,521.45	6,267.88	406.56	56.08
1	4	78,279.96	7,828.00	6,523.33	423.13	58.36
1	5	81,546.39	8,154.64	6,795.53	440.79	60.80
1	6	84,977.95	8,497.80	7,081.50	459.34	63.36
1	7	88,578.24	8,857.82	7,381.52	478.80	66.04
1	8	92,361.55	9,236.16	7,696.80	499.25	68.86

**Preliminary & Clear**

Range (Col)	Step (Row)	Annual*	10 Mos Monthly	12 Mos Monthly	10 Mos. Daily *	10 Mos Hourly
2	1	69,815.89	6,981.59	5,817.99	377.38	52.05
2	2	72,687.50	7,268.75	6,057.29	392.91	54.19
2	3	75,379.61	7,537.96	6,281.63	407.46	56.20
2	4	78,369.68	7,836.97	6,530.81	423.62	58.43
2	5	81,636.13	8,163.61	6,803.01	441.28	60.87
2	6	85,067.68	8,506.77	7,088.97	459.83	63.42
2	7	88,667.96	8,866.80	7,389.00	479.29	66.11
2	8	92,451.32	9,245.13	7,704.28	499.74	68.93
2	9	96,421.32	9,642.13	8,035.11	521.20	71.89
2	10	100,590.51	10,059.05	8,382.54	543.73	75.00
2	11	104,966.12	10,496.61	8,747.18	567.38	78.26
2	12	109,564.28	10,956.43	9,130.36	592.24	81.69
2	13	114,390.39	11,439.04	9,532.53	618.33	85.29
2	14	119,458.73	11,945.87	9,954.89	645.72	89.07
2	15	124,778.40	12,477.84	10,398.20	674.48	93.03
2	16	130,365.43	13,036.54	10,863.79	704.68	97.20
2	18*	132,972.74	13,297.27	11,081.06	718.77	99.14

\*Step 18 includes longevity – 18 years of service in an ACTA position.

Substitute and temporary contracts not included in calculating 18 years with ACOE

\*\* The Annual salary column represents the amounts actually downloaded from the payroll system; the Monthly column is the actual amount a full-time employee will be paid on a monthly basis; the two columns do not calculate perfectly due to the decimal rounding in the payroll system.

ACTA  
Alameda Co Teachers Assn  
NURSE -205 DAYS  
2022-2023

Emergency, Intern Waiver

Range (Col)	Step (Row)	Annual*	12 Mos Monthly	12 Mos Daily *	12 Mos Hourly
1	1	76,936.50	6,411.38	375.30	51.77
1	2	80,062.75	6,671.90	390.55	53.87
1	3	83,344.80	6,945.40	406.56	56.08
1	4	86,741.65	7,228.47	423.13	58.36
1	5	90,361.95	7,530.16	440.79	60.80
1	6	94,164.70	7,847.06	459.34	63.36
1	7	98,154.00	8,179.50	478.80	66.04
1	8	102,346.25	8,528.85	499.25	68.86

Preliminary & Clear

Range (Col)	Step (Row)	Annual*	12 Mos Monthly	12 Mos. Daily *	12 Mos Hourly
2	1	77,362.90	6,446.91	377.38	52.05
2	2	80,546.55	6,712.21	392.91	54.19
2	3	83,529.30	6,960.78	407.46	56.20
2	4	86,842.10	7,236.84	423.62	58.43
2	5	90,462.40	7,538.53	441.28	60.87
2	6	94,265.15	7,855.43	459.83	63.42
2	7	98,254.45	8,187.87	479.29	66.11
2	8	102,446.70	8,537.23	499.74	68.93
2	9	106,846.00	8,903.83	521.20	71.89
2	10	111,464.65	9,288.72	543.73	75.00
2	11	116,312.90	9,692.74	567.38	78.26
2	12	121,409.20	10,117.43	592.24	81.69
2	13	126,757.65	10,563.14	618.33	85.29
2	14	132,372.60	11,031.05	645.72	89.06
2	15	138,268.40	11,522.37	674.48	93.03
2	16	144,459.40	12,038.28	704.68	97.20
2	18*	147,347.85	12,278.99	718.77	99.14

\*Step 18 includes longevity – 18 years of service in an ACTA position.

Substitute and temporary contracts not included in calculating 18 years with ACOE

\* The Annual salary column represents the amounts actually downloaded from the payroll system; the Monthly column is the actual amount a full-time employee will be paid on a monthly basis; the two columns do not calculate perfectly due to the decimal rounding in the payroll system.

**ACTA  
Alameda Co Teachers Assn  
2023-2024**

**Emergency, Intern Waiver**

Range (Col)	Step (Row)	Annual*	10 Mos Monthly	12 Mos Monthly	10 Mos Daily *	10 Mos Hourly
1	1	70,992.19	7,099.22	5,916.02	383.74	52.93
1	2	73,877.02	7,387.70	6,156.42	399.34	55.08
1	3	76,906.83	7,690.68	6,408.90	415.71	57.34
1	4	80,041.26	8,004.13	6,670.11	432.66	59.68
1	5	83,381.18	8,338.12	6,948.43	450.71	62.17
1	6	86,889.95	8,689.00	7,240.83	469.68	64.78
1	7	90,571.25	9,057.13	7,547.60	489.57	67.53
1	8	94,439.68	9,443.97	7,869.97	510.48	70.41

**Preliminary & Clear**

Range (Col)	Step (Row)	Annual*	10 Mos Monthly	12 Mos Monthly	10 Mos. Daily *	10 Mos Hourly
2	1	71,386.75	7,138.68	5,948.90	385.87	53.22
2	2	74,322.97	7,432.30	6,193.58	401.75	55.41
2	3	77,075.65	7,707.57	6,422.97	416.63	57.47
2	4	80,133.00	8,013.30	6,677.75	433.15	59.75
2	5	83,472.94	8,347.29	6,956.08	451.21	62.24
2	6	86,981.70	8,698.17	7,248.48	470.17	64.85
2	7	90,662.99	9,066.30	7,555.25	490.07	67.60
2	8	94,531.47	9,453.15	7,877.62	510.98	70.48
2	9	98,590.80	9,859.08	8,215.90	532.92	73.51
2	10	102,853.80	10,285.38	8,571.15	555.97	76.69
2	11	107,327.86	10,732.79	8,943.99	580.15	80.02
2	12	112,029.48	11,202.95	9,335.79	605.56	83.53
2	13	116,964.17	11,696.42	9,747.01	632.24	87.21
2	14	122,146.55	12,214.66	10,178.88	660.25	91.07
2	15	127,585.91	12,758.59	10,632.16	689.65	95.12
2	16	133,298.65	13,329.87	11,108.22	720.53	99.38
2	18*	135,964.62	13,596.46	11,330.39	734.94	101.37

\*Step 18 includes longevity – 18 years of service in an ACTA position.  
Substitute and temporary contracts not included in calculating 18 years with ACOE

\*\* The Annual salary column represents the amounts actually downloaded from the payroll system; the Monthly column is the actual amount a full-time employee will be paid on a monthly basis; the two columns do not calculate perfectly due to the decimal rounding in the payroll system.

**ACTA  
Alameda Co Teachers Assn  
NURSE -205 DAYS  
2023-2024**

**Emergency, Intern Waiver**

Range (Col)	Step (Row)	Annual*	12 Mos Monthly	12 Mos Daily *	12 Mos Hourly
1	1	78,666.70	6,555.56	383.74	52.93
1	2	81,864.70	6,822.06	399.34	55.08
1	3	85,220.55	7,101.71	415.71	57.34
1	4	88,695.30	7,391.28	432.66	59.68
1	5	92,395.55	7,699.63	450.71	62.17
1	6	96,284.40	8,023.70	469.68	64.78
1	7	100,361.85	8,363.49	489.57	67.53
1	8	104,648.40	8,720.70	510.48	70.41

**Preliminary & Clear**

Range (Col)	Step (Row)	Annual*	12 Mos Monthly	12 Mos. Daily *	12 Mos Hourly
2	1	79,103.35	6,591.95	385.87	53.22
2	2	82,358.75	6,863.23	401.75	55.41
2	3	85,409.15	7,117.43	416.63	57.47
2	4	88,795.75	7,399.65	433.15	59.74
2	5	92,498.05	7,708.17	451.21	62.24
2	6	96,384.85	8,032.07	470.17	64.85
2	7	100,464.35	8,372.03	490.07	67.60
2	8	104,750.90	8,729.24	510.98	70.48
2	9	109,248.60	9,104.05	532.92	73.51
2	10	113,973.85	9,497.82	555.97	76.69
2	11	118,930.75	9,910.90	580.15	80.02
2	12	124,139.80	10,344.98	605.56	83.53
2	13	129,609.20	10,800.77	632.24	87.21
2	14	135,351.25	11,279.27	660.25	91.07
2	15	141,378.25	11,781.52	689.65	95.12
2	16	147,708.65	12,309.05	720.53	99.38
2	18*	150,662.70	12,555.23	734.94	101.37

\*Step 18 includes longevity – 18 years of service in an ACTA position.

Substitute and temporary contracts not included in calculating 18 years with ACOE

\* The Annual salary column represents the amounts actually downloaded from the payroll system; the Monthly column is the actual amount a full-time employee will be paid on a monthly basis; the two columns do not calculate perfectly due to the decimal rounding in the payroll system.

## Medical and Dental Coverage, Other Benefits

The Superintendent shall make available to each eligible bargaining unit member those benefits listed below which the unit member desires to purchase and any others that are mutually agreed upon by the Superintendent and the Association.

The Alameda County Office of Education (ACOE) shall make available to each bargaining unit member up to \$450 per month for 12 months (up to \$5400 total per school year) employer paid contribution towards medical, dental, and/or vision plans provided by ACOE. This contribution shall be pro-rated according to FTE.

(**Note:** Benefits noted as **Mandatory** *must* be purchased):

- CALPERS medical plans offered that year
- Tax Sheltered Annuity Plans (403b and 457b)
- Flexible Benefit Spending Accounts (Health, Dependent or Child Care)
- VSP Vision Plan
- Wage Works (Bay Area commuter benefits program)
- The Standard Disability Insurance
- Pet Insurance

### **Mandatory:**

- MetLife Life Insurance
- Delta Dental Service Plan (CVT)
- Employee Assistance Program (CVT)

**Alameda County Office of Education**  
**Notice of Unsafe/Unhealthy/Hazardous Condition by ACTA Unit Member**

*(ACTA member completes)*

Date:	Unit member reporting:
Site:	Site Administrator in receipt of report:

Check one or more boxes:

Unsafe Condition  
Unhealthy Condition  
Hazardous Condition

Explanation: (provide details)
<i>(Site Administrator completes)</i>  Administrative Response to Notification (may include action taken immediately upon notification):
<b>Work Order Status (if necessary)</b>
Date of Origination of Work Order:
Status:
Expected Outcome:
Expected Completion Date:
Interim steps if no completion date is available

*No later than five (5) days from administrative receipt, copies of this completed form shall be distributed to the following:*

Unit member filing form  
Chief of Schools  
President, ACTA  
Other affected site personnel

**Alameda County Office of Education**  
**Notification for Scheduling of a Substitute for Special Education (SDC) Teacher**

According to Article 12 Teaching Hours, Section K Special Education Preparation Time:

"...If a bargaining unit member does not have the additional prep period defined above, and has SDC students assigned to their caseload, then they may request (see Appendix M for form) and shall receive release time equal to a minimum of one half day according to the following formula:

- a. Each initial = 1 day substitute
- b. Each annual = one half day substitute
- c. Each tri-annual = one or one half-day based upon review of Special Education Director

The release time will be scheduled within ten (10) days from the teacher's request."

Therefore, for each initial and annual, the teacher notifies the administrator of the dates/times they will be calling a substitute for their classes. For each tri-annual, the teacher will request the amount of time s/he feels is necessary to complete the IEP and will wait for administrator approval for the amount of time before calling the substitute. The administrator can request, in either case, the days that the teacher not call a substitute (e.g. testing days, etc.).

*ACTA member completes this section:* Today's Date: \_\_\_\_\_ SDC Teacher: \_\_\_\_\_

Site: \_\_\_\_\_ Site Administrator to receive report: \_\_\_\_\_

Signature below confirms receipt. I will be scheduling a substitute for the following number of day(s) or half day(s) to complete the IEPs of students on my caseload listed below.

	<u>Student Name</u>	<u>Tentative Date</u>
___ day(s) for Initial IEP(s) for:	_____	_____
	_____	_____
___ day(s) for Annual IEP(s) for	_____	_____
	_____	_____
(Note: this time is subject to the review of special education director.)		
___ day(s) for Tri-annual IEP(s) for:	_____	_____
	_____	_____

Total substitute time that is needed: \_\_\_\_\_ day(s)      Teacher's Signature: \_\_\_\_\_

*(site administrator completes the section below and returns copy to SDC teacher)*

Day(s) of Substitute release time granted: \_\_\_\_\_

Dates/Times substitute shall not be called (e.g. testing days) within the next month: \_\_\_\_\_

Administrator's Signature: \_\_\_\_\_ Date: \_\_\_\_\_