

+AGREEMENT BETWEEN
THE BOARD OF DIRECTORS OF THE
PALMDALE AEROSPACE ACADEMY
AND
THE PALMDALE AEROSPACE
TEACHERS ASSOCIATION

July 1, 2024 through June 30, 2027



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**ARTICLE I
AGREEMENT**

- 1.1 This Collective Bargaining Agreement (hereafter referred to as “Agreement”) made and entered into July 1, 2024, constitutes a bilateral and binding agreement between the Board of Directors of The Palmdale Aerospace Academy (hereafter referred to as the “Academy”) and the Palmdale Elementary Teachers Association (hereafter referred to as the “Association” or “PETA”)/CTA/NEA, an employee organization. The bargaining unit of certificated educational personnel at the Academy shall be known as the Palmdale Aerospace Teachers Association (“PATA”). This Agreement is entered into pursuant to Chapter 10.7, Section 3540-3549 of the Government Code (hereafter referred to as the Educational Employment Relations Act, or “EERA”) and it shall be in full force and effect until June 30, 2027.

ARTICLE II RECOGNITION

- 2.1 The Palmdale Aerospace Academy (“TPAA” or “Academy”) recognizes the Palmdale Elementary Teachers Association/CTA/NEA (“PETA” or “Association”) as the exclusive representative pursuant to the Educational Employment Relations Act (EERA) (Government Code Section 3540, et seq.) for all certificated educational personnel, including but not limited to certificated teachers, education specialists, and other employees holding equivalent documents pursuant to Education Code, section 47605(1). All other employees shall be excluded, including management, supervisory and confidential employees within the meaning of EERA section 3540.1. The bargaining unit of certificated educational personnel at the Academy shall be known as the Palmdale Aerospace Teachers Association (“PATA”).
- 2.2 Any new school site(s), campus of the Academy or expansion of the Academy approved by the chartering authority pursuant to a material revision shall be covered under this collective bargaining agreement.
- 2.3 The parties to this Agreement recognize that the duties and work performed by the bargaining unit described above shall be performed only by unit members. If the Academy is unable to fill a position within the bargaining unit and believes the work will need to be subcontracted or otherwise transferred out of the bargaining unit, the Academy will provide written notice to the Association of such need and the parties may negotiate the terms of temporarily subcontracting or transferring out the bargaining unit work. The parties recognize that nothing in this Article shall prevent the utilization of day-to-day substitutes for temporary and appropriate coverage of unit members.

**ARTICLE III
ASSOCIATION RIGHTS**

- 3.1 The Association has the right under the Educational Employment Relations Act to represent unit members in their employment relations with the Academy. Nothing in this Agreement shall be construed as a waiver of such rights.

Communication

- 3.2 The Association may post notices of activities and matters of Association concern on an Association bulletin board at the elementary and secondary school site and in an area frequented by bargaining unit members. Designation of the bulletin board shall be by mutual consent of the Association representative and the site administrator.
- 3.3 The Association may use school and Academy Office mail services/electronic mail (“E-mail”) and unit member mailboxes/E-Mail to communicate with unit members concerning Association business. It shall be the responsibility of the Association to place its communication in the appropriate mailboxes/E-mail. Emails and/or distribution of communication regarding Association business shall occur during non-duty hours.
- 3.3.1 A courtesy copy of any communication distributed or posted site-wide pursuant to this article will be provided concurrently to site and Academy administration.
- 3.3.2 Such materials placed in the Academy mail service/E-mail and teachers’ mailboxes/E-mails shall be dated, signed by an official of the Association, and have the name of the Association.
- 3.3.3 The Association shall have an electronic mailbox in the Academy’s electronic mail system.
- 3.3.4 The Academy acknowledges the right of the Association to communicate with its members. The Association agrees that all communication shall adhere to standards of professionalism and respect for all parties involved.
- 3.3.5 Unit members shall have the right to access private E-mail accounts from Academy computers during non-duty hours.
- 3.4 The Association shall have a single mailbox available at the elementary and secondary sites for communication between the unit members and the Association.
- 3.5 The Association and its members shall have the right to use school facilities and equipment for Association business at reasonable times and places as approved by the site and/or Academy administrator. Appropriate forms shall be completed by the requester. Such use shall not interfere with the educational process and shall not conflict with other scheduled meetings.
- 3.6 The authorized representative(s) of the Association may transact official Association business on school property at all reasonable times. Reasonable times shall mean: before

the start of the work day, after completion of the work day, lunch period, and periods during which an employee is present at the school site, but not expected to perform services for the Academy. The Association representatives, when entering a school site for official Association business, shall properly identify themselves at the school office and obtain authorization from the site administrator or designee, which authorization shall not be unreasonably withheld, prior to coming on campus and contacting any Academy employee. The Association further agrees that the Association representatives in exercising the right of access to employees shall not disturb, disrupt, or otherwise interfere with the work of any employee of the Academy.

Release Time

- 3.7 The Association shall annually designate an Association designee who shall be released from their regularly assigned duties once a month (August - May) with no loss of salary or other benefits. During this Academy provided release time, the Association representative shall confer with the Superintendent or other members of management in regards to items of mutual interest. In addition, the Association representative may conduct other legal association business which shall result in maintaining or improving Academy/Association relations.
- 3.8 The Association shall have a combined total of fifteen (15) days annually of paid leave for its representatives to utilize for Association Business. Written notification shall be sent to the Academy Office not less than five (5) work days prior to the date of the absence. Release time will be subject to prior written approval of the Superintendent or designee when the release times include multiple association unit members and/or multiple consecutive days of release. Approval will not be unreasonably withheld. Upon request, the reason for denial of release time will be provided in writing.
- 3.9 In accordance with Government Code 3558.8, should a bargaining unit member be elected to a position requiring release time, the Association will provide notice to the Academy and the Academy will provide said release time. The Association shall reimburse the Academy the costs associated with the release position including salary, health and welfare benefits, and statutory deductions. At the end of the term for the release time, the bargaining unit member shall have the option of returning to a position and school site. In the event a PATA bargaining unit member is elected to a position requiring release time, the parties agree to meet and negotiate an MOU regarding the PATA bargaining unit member's return rights.
- 3.10 Association representatives shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances. In the event a unit member requests Association representation in investigatory and/or disciplinary meetings, the Association representation will not suffer loss of pay or benefits.

New Bargaining Unit Member Orientation

- 3.11 “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.
- 3.12 If the Academy provides an orientation for a newly hired bargaining unit member, the new bargaining unit member shall be paid the hourly extra duty pay for the duration of the required orientation meeting when orientation occurs outside the contract year and/or day. The Academy shall provide the Association access to its new employee orientation(s).

Scheduling of Orientation

- 3.13 The Association shall receive no less than ten (10) work days’ notice of an orientation. A shorter notice may be given in a specific instance where there is an urgent need critical to the Academy’s operations that was not reasonably foreseeable.
- 3.14 If an orientation is scheduled with new bargaining unit members hired after the start of the school year, the Association shall be provided advance notice of the meeting time, date, and location. The Academy shall provide no more than one (1) hour of paid release time, free from regular duties, for an Association representative to meet with the new bargaining unit member.
- 3.15 If the Association President or designee is unable or chooses not to attend the orientation/onboarding meeting, the Association may request that the Academy provide the newly hired bargaining unit member with the Association’s Welcome Packet. The Association shall provide the Welcome Packet to the Academy. All resources and costs for the Welcome Packet shall be incurred by the Association. If the Academy anticipates not having enough Welcome Packets, the Academy shall notify the Association President or designee.

Association Time Provided

- 3.16 The Association shall be provided one (1) hour of uninterrupted agendized time at the end of the scheduled orientation, to communicate with bargaining unit members at the new bargaining unit member orientation meeting(s). Administrators will excuse themselves during Association time, unless invited to attend.
- 3.17 The Association is entitled to invite California Teachers Association (CTA) staff and endorsed vendors to the Association portion of new bargaining unit member orientation meeting(s) and will have access to Academy audio visual equipment for Association presentations.

Bargaining Unit Member Information

- 3.18 “Newly hired employee” or “new hire” means an employee, whether permanent, full time, part time, hired by the Academy, and who is still employed as of the date of the new employee orientation.
- 3.19 If on file with the Academy, the following information for all bargaining unit members shall be delivered to the Association President or designee in a mutually agreed upon digital format by the last working day of September, January, and May. In addition this information shall be delivered to the Association within thirty (30) days of hire or by the first pay period of the month for new hires whichever comes first:
- a. Full Name - first, last, and middle initial (if provided)
 - b. Home Address
 - c. Work location
 - d. Personal (non-Academy) Email Addresses
 - e. Phone Numbers: work, home and cellular
 - f. Job title
 - g. Department
- 3.20 This information will be provided to the Association regardless of whether the newly hired employee was previously employed by the Academy.

Time on Staff Meeting Agenda

- 3.21 The Association shall be entitled to ten (10) uninterrupted minutes immediately after each staff meeting at each school site to communicate with bargaining unit members. This Association time shall be for bargaining unit members only. Administrators will excuse themselves during Association time.

ARTICLE IV MANAGEMENT RIGHTS

- 4.1 It is understood and agreed that except as modified, abridged, and/or waived by this Agreement, The Palmdale Aerospace Academy shall retain all of its rights and abilities to direct, manage, and control its operations to the full extent of the law, subject to the specific terms of this Agreement and the Academy's charter, including but not limited to the following:
- 4.1.1 Determining the legal, operational, governance, and organizational structure of the Academy;
 - 4.1.2 Determining the mission, intention and overall program design as described in the school's charter and specifying the instructional delivery model, intervention and remediation programs, and all educational policies, procedures, objectives, goals and programs;
 - 4.1.3 Establishing educational policies with respect to admitting students;
 - 4.1.4 Determining staffing plans and allocation, including but not limited to hiring, or layoff;
 - 4.1.5 Ensuring the rights and educational opportunities of all students;
 - 4.1.6 Establishing the financial structure of the Academy including investment policies investment practices and budgeting procedures and budgetary allocations, reserves and expenditures;
 - 4.1.7 Determining the methods of raising revenue; and
 - 4.1.8 Taking actions on any matter in the event of an emergency, as permitted by law.
- 4.2 The exercise of the foregoing rights, the adoption of policies, rules, regulations, and practices in the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement consistent with and limited by law and the Academy's charter.
- 4.3 The Palmdale Aerospace Academy recognizes its duty to negotiate with the Palmdale Aerospace Teachers Association over the impact on mandatory subjects of bargaining per Government Code section 3543.2.
- 4.4 The Palmdale Aerospace Academy recognizes its duty to consult with the Palmdale Aerospace Teachers Association over matters of consultation as specified in Government Code section 3543.2(a)(3).
- 4.5 Since this Article is not a source of the Palmdale Aerospace Teachers Association or Employee Rights, it is not subject to grievance.

ARTICLE V
ORGANIZATIONAL SECURITY

- 5.1 PATA/PETA/CTA/NEA shall deliver to the Academy an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the Academy shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 5.2 With respect to all sums deducted by the Academy pursuant to this Article, for membership dues, the Academy agrees to promptly remit, but no later than the fifteenth (15th) of each month, such monies to the Association, accompanied by a list of unit members for whom such deductions have been made.
- 5.3 The Association agrees to furnish the Academy with a membership roster to fulfill the provisions of this Article. The Association shall not be required to submit to the Academy copies of an individual unit member's written authorization unless a dispute arises about the existence or terms of the written authorization.
- 5.4 Unit members paying their Association dues by cash directly to the Association shall have their cash dues or fees paid by October 1 of each subsequent year after initial enrollment.
- 5.5 The Association agrees to defend and indemnify the Academy for any claims made by unit members for deductions made in reliance on the membership list provided by the Association.
- 5.6 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.
- 5.7 The written authorization for payroll deduction of unit members shall remain in effect until expressly revoked in writing by the unit member, pursuant to the terms and conditions of the written authorization.
- 5.8 Unit member requests to cancel or change authorizations for payroll deductions for members in the PATA/PETA/CTA/NEA shall be directed to the Association President.
- 5.9 The Association is responsible for processing requests to cancel or change authorizations for payroll deductions or unit members' membership status in the PATA/PETA/CTA/NEA.
- 5.10 The Academy shall rely on information provided by the Association regarding whether unified dues payroll deductions were properly canceled or changed.

**ARTICLE VI
EMPLOYMENT STATUS**

Probationary Period

- 6.1 The probationary period shall be three (3) consecutive years of service with the Academy as a certificated bargaining unit member.

Release During Probationary Period and Notice of Non-renewal

- 6.2 During the probationary term, the bargaining unit member may be released from employment without cause if the bargaining unit member is provided a notice of non-renewal. Written notice of non-renewal of employment from probationary employment must be provided no later than April 15 of the work year in which the non-renewal notice is given. If the bargaining unit member is properly provided notice of non-renewal, then the bargaining unit member shall complete the term of the employment contract. A determination of non-renewal shall be final and shall not be subject to the grievance procedure.

Probationary Period During Implementation of First Contract

- 6.3 Unit members who have served with the Academy for at least three (3) complete work years and possess a clear credential as of July 1, 2024, will be given credit for completion of the probationary period.

Year of Service Defined

- 6.4 If a bargaining unit member is in contract paid status for seventy-five percent (75%) or more of the number of days in the work year, then that work year shall count as a complete year toward their probationary service.

Completion of Probationary Period

- 6.5 Upon completion of the probationary term and with a clear credential unit members shall be classified as permanent and shall only be disciplined and/or discharged in accordance with the just cause and progressive discipline provisions of this Agreement.

**ARTICLE VII
EMPLOYEE DISCIPLINE/DISMISSAL**

Just Cause/Due Process

- 7.1 Subject to the limitations specified in the Article in this Agreement entitled, “Employment Status,” no unit member shall be disciplined, dismissed, reduced in rank or compensation without just cause. Discipline of a unit member shall be done pursuant to the procedures set forth in this Article.
- 7.2 In Accordance with Weingarten rules, a unit member has the right to unit representation upon the unit member’s request.

Progressive Discipline

- 7.3 The Academy agrees to adhere to the principle of progressive discipline, which involves a fair and incremental approach to addressing employee misconduct or performance issues, including the following: verbal warning, written warning, suspension, and dismissal. Depending on the frequency and/or severity of the unit member’s conduct, the Academy may use discretionary factors to skip or repeat one or more steps in the progressive discipline model.
- 7.4 Progressive discipline is intended to correct employee misconduct. As such, when applicable, all disciplinary action shall include specific recommendations and professional support to correct the misconduct.
- 7.5 Discretionary Factors: The Academy's discretion may be influenced by factors such as the nature and severity of the misconduct, the employee's history, the impact on the Academy's operations, or any other relevant circumstances.

Causes for Discipline

- 7.6 The following independently or collectively are causes for discipline:
 - 7.6.1 Unsatisfactory performance.
 - 7.6.2 Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
 - 7.6.3 Dishonesty, including but limited to tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment.
 - 7.6.4 Divulging confidential or protected student or employee information to unauthorized personnel.
 - 7.6.5 Using or possessing firearms, weapons, or explosives of any kind on Academy premises. This may also include any look a like firearms, weapons, or explosives.

- 7.6.6 Violations of the Drug and Alcohol-Free Workplace policy.
- 7.6.7 Conviction of a felony or of any crime involving moral turpitude.
- 7.6.8 Insubordination - refusing to perform a lawful task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- 7.6.9 Absence without leave, repeated tardiness or abuse of leave privileges.
- 7.6.10 Unprofessional conduct.
- 7.6.11 Violating any safety, health, or security procedure
- 7.6.12 Violations of the sexual harassment policy.
- 7.6.13 Failure to possess or maintain the credential/certificate required of the position.
- 7.6.14 Abandonment of position (absent without leave for three (3) days or more).
- 7.6.15 Immoral or indecent act, including, but not limited to, egregious misconduct.
- 7.6.16 Commission, aiding, or advocating the commission of acts of criminal syndicalism.
- 7.6.17 Evidence unfitness for service.
- 7.6.18 Physical or mental condition unfitting him or her to instruct or associate with children.
- 7.6.19 Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the Academy Board.
- 7.6.20 Violation of Section 51530 or conduct specified in Section 1028 of the Government Code.

Notification

- 7.7 Prior to issuing any of the progressive discipline measures, the unit member accused of misconduct shall be provided an opportunity to meet with the administrator investigating the alleged misconduct.
- 7.8 The unit member shall be provided the reason for the meeting prior to the meeting's beginning.

Verbal Counseling/Warning

- 7.9 The Academy may choose to issue a verbal counseling/warning regarding a unit member's performance or behavior issues. A verbal counseling/warning will be provided

to the unit member by their immediate supervisor or designee. The Academy reserves the right to exercise discretion in determining whether a verbal warning is necessary for each concern before imposing further discipline. Verbal counseling/warning may result in a post-conference summary memorandum.

Written Warning/Reprimand

- 7.10 The unit member will be provided notice and may sign the written warning/reprimand to acknowledge receipt before a copy is placed in the unit member's personnel file. The unit member's response, if any, will be provided to the Academy within a reasonable time period. Should the unit member decide to submit a written response, the written response will be included along with the written warning/reprimand in the unit member's personnel file.
- 7.11 The Academy may provide mentorship or training in an area of concern noted in the written warning/reprimand.

Suspension Without Pay

- 7.12 Subject to 7.3 above, suspension will not be used unless the unit member has received a written reprimand about similar actions. No unit member will be suspended more than fifteen (15) working days per incident. The length of a suspension will relate to the severity of the action.

Suspension

- 7.13 Notice of Recommended Suspension will be made in writing and served in person or by certified mail upon the unit member by the Director of Human Resources or designee prior to imposing a suspension without pay the unit member from employment. Upon request, a copy will be concurrently provided to the Association President. The recommendation will contain:
- 7.13.1 A statement of the specific acts or omissions upon which the action is based;
 - 7.13.2 A statement of the cause(s) for which action is recommended;
 - 7.13.3 Where applicable, the Academy policy, rules, regulation, or directive(s) violated;
 - 7.13.4 The penalty proposed and effective date;
 - 7.13.5 Where applicable, copies of the documentary evidence upon which the recommendation is based; and

- 7.13.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing in front of the Board of Directors.
- 7.13.7 If timely appealed, the penalty will not be applied until the Board's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the suspension hearing, the just cause for earlier discipline may be determined by the Board. If a suspension action is appealed to the Board, the Board's decision on the suspension action is final.
- 7.13.8 The unit member must request a hearing by delivering written notice of appeal to the Superintendent within ten (10) working days after receipt of the notice of suspension via certified U.S. mail or personal service. If the unit members does not demand a hearing within the above timeline, suspension may be imposed immediately by the Superintendent or designee.

Dismissal Process

- 7.14 Notice of Recommended Dismissal will be made in writing and served in person or by certified mail upon the unit member by the Director of Human Resources or designee prior to dismissing the unit member from employment. Upon request, a copy will be concurrently provided to the Association President. The recommendation will contain:
 - 7.14.1 A statement of the specific acts or omissions upon which the action is based;
 - 7.14.2 A statement of the cause(s) for which action is recommended;
 - 7.14.3 Where applicable, the Academy policy, rules, regulation, or directive(s) violated;
 - 7.14.4 The penalty proposed and effective date;
 - 7.14.5 Where applicable, copies of the documentary evidence upon which the recommendation is based; and
 - 7.14.6 Dismissal actions based on unit member's performance (e.g., evaluative conduct) may be appealed to binding arbitration following the PAR process (see below).
 - 7.14.7 Dismissal actions based on unit member's behavior (e.g., issues involving student and staff safety, etc.) may be appealed to advisory arbitration, with a recommendation to the Board. The Board may accept, reject or modify the recommendation. The Board's decision will be final.
 - 7.14.8 If timely appealed, the penalty will not be applied until the arbitrator's or Board's decision, as applicable, is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the dismissal hearing, the just cause for earlier discipline may be determined by the Board or

arbitrator, if applicable. If a dismissal action is appealed, the Board's or arbitrator's decision on the dismissal action is final.

- 7.14.9 The Association must request a hearing by delivering written notice of appeal to the Superintendent within ten (10) working days after receipt of the notice of dismissal via certified U.S. mail or personal service. If the Association does not demand a hearing within the above timeline, dismissal may be imposed immediately by the Superintendent or designee.

Administrative Leave

- 7.15 Notice placing a unit member on paid administrative leave may be personally served and/or sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) calendar days of the unit member's removal from the position.
- 7.16 Unit members on paid administrative leave will be relieved of their regular assignment as well as any extra duty hours or assignments and are to refrain from being on Academy property, unless directed by Human Resources otherwise. While on paid administrative leave, unit members will continue to receive their regular full pay and benefits.

Confidentiality

- 7.17 All information or proceedings regarding any actions or proposed actions pursuant to the Article will be kept confidential by the parties to the extent permitted by law.

Exclusion

- 7.18 This article is not applicable to the determination that an individual contract will not be renewed, nor shall it be applicable to a reduction in force.
- 7.19 This Article shall not prohibit the Academy from placing a unit member on an improvement plan.

PAR Committee MOU

- 7.20 The parties agree to create a MOU with the intent to create a PAR program to be implemented in the 2025-2026 school year. The PAR Committee will consist of the following: 5 Association representatives and 5 administrators.

ARTICLE VIII GRIEVANCE PROCEDURE

Definitions

- 8.1 A "grievance" is a violation, misinterpretation or misapplication of a provision of this Agreement and does not include dismissal decisions.
- 8.2 The "grievant" is the unit member, unit members, or the Association making the claim.
- 8.3 A "day" is a day in which the unit member(s) is(are) scheduled to work as set forth in this Agreement.
- 8.4 "Academy Grievance Form" shall mean an Academy provided form which shall be completed in writing. (Appendix B, Grievance Form)
- 8.5 "Presenting and Processing" grievances shall mean the discussion, written statements and responses between the aggrieved party and the immediate supervisor involved in each step of the process.

General Provisions

Purpose

- 8.6 The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may arise concerning the provisions of this Agreement.
- 8.7 Both parties agree that these proceedings will be confidential.

Time Limit

- 8.8 Since it is important that grievances be processed as rapidly as possible, the time table specified at each level hereafter should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement of the grievant and the Academy. The failure of the Academy to respond to a grievance at any step within the required time frame shall result in an automatic appeal of the grievance to the next step. The failure of the grievant(s) to appeal the decision to the next Level within the required time frame shall result in the grievant(s) losing the contractual right to continue the grievance under the terms of this Article.

Rights of Representation

- 8.9 A grievant may be represented at all stages of the grievance by an Association representative(s) or Association appointed legal representative.

Miscellaneous

- 8.10 Grievances which arise as a result of an Academy action(s) or decision(s) that occur at a level higher than the immediate supervisor or designee may be filed at Level Two.
- 8.11 Once a grievance has been filed, the investigation and processing of grievances and arbitrations, to the extent possible, will be accomplished during the normal workday. When it is necessary for a representative(s) designated by the Association to attend a grievance meeting or hearing during the day, they shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such investigations, meetings, or hearings as a witness will be accorded the same right.
- 8.12 Nothing contained herein shall be construed as limiting the right of any employee in the bargaining unit, having a grievance, to discuss the matter with the principal or his/her designee and to have the grievance adjusted without the intervention of the Association, provided that adjustment reached prior to arbitration is not inconsistent with this Agreement.

Procedure

Informal Conference (Collaborative Level)

- 8.13 An attempt may be made to resolve the grievance by an informal conference between the unit member, if the unit member desires to be present, and an Association representative, if the unit member so desires such representation, and the immediate supervisor. This informal conference shall take place within thirty (30) days of the alleged occurrence or omission giving rise to the grievance, or within thirty (30) days when the grievant should reasonably have had knowledge of the act or omission concerning the alleged violation.

Level One - Immediate Supervisor (School Level)

- 8.14 If the grievance is not resolved informally or, if no decision has been rendered within ten (10) days after the informal conference, the grievant may present the grievance at Level One in writing to their immediate supervisor using the grievance form within ten (10) days after the informal conference, with a copy simultaneously provided to the Association. The immediate supervisor shall meet with the grievant and/or designated Association representative within ten (10) days of receipt of the grievance to discuss the grievance with the objective of resolving it. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within ten (10) days of such meeting.

- 8.14.1 The grievance shall include:

- 8.14.2 The name of the grievant;
 - 8.14.3 The date of the grievance;
 - 8.14.4 The provision of the Agreement allegedly violated; and
 - 8.14.5 The specific remedy sought by the grievance
- 8.15 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has occurred within ten (10) days of such meeting, at Level One, the grievance may be appealed to Level Two, with a copy simultaneously provided to the Association.

Level Two - Superintendent (Appeal Level)

- 8.16 The grievant may appeal to the Superintendent or designee. The Superintendent or their designee shall meet with the grievant and/or designated Association representative to discuss the grievance with the objective to reach a resolution within ten (10) days of receipt of the grievance appeal. The Superintendent or her/his designee shall provide a written disposition of the grievance, including the reasons therefore, to the grievant within ten (10) days of such meeting.
- 8.17 If the grievant is not satisfied with the disposition of the grievance or if no disposition has occurred within ten (10) days of such meeting, the grievant may request the Association to submit the grievance to arbitration, unless the parties agree to mediate the grievance.

Level Three - (Mediation)

- 8.18 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has occurred pursuant to the provisions of Level Two (2), the grievant may request within ten (10) days after Level Two that the grievance be referred to mediation. The parties must mutually agree to submit the grievance to mediation.
- 8.19 The parties shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance.
- 8.20 The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance. The mediator, within ten (10) days of the request, or otherwise as soon as practically possible, shall meet with the grievant, the Association and the Academy for the purpose of resolving the grievance.
- 8.21 If an agreement is reached, the agreement shall be presented in writing and shall be signed by the grievant, the Association and the Academy.
- 8.22 In the event that the grievant, the Association and the Superintendent or their designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may appeal the grievance to Level Four (4).

Level Four - (Binding Arbitration)

- 8.23 If the grievance proceeds to arbitration, the Association shall notify the Academy in writing. Within ten (10) days of such notification, representatives of the Academy and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the California State Mediation/Conciliation Service, or by mutual agreement, with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the rules as set forth by the arbitration agency and the arbitrator. The Association and Academy shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.
- 8.24 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which violates the terms of this Agreement. However, the arbitrator is empowered to include in their award such remedies to which the parties are entitled to by law. The decision of the arbitrator shall be submitted in writing to the Association and the Academy and will be final and binding upon the parties. If any question arises as to the arbitrability of the grievance, such a question will be ruled upon by the arbitrator only after they have had an opportunity to hear the merits of the grievance.
- 8.25 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room, shall be borne equally by the Academy and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them. Each party shall bear the expense of the presentation of its own case. A transcript of the proceedings shall not be required, but either party may order a transcript at its own expense. If both parties desire a copy, the cost of the transcript will be shared equally.

Expedited Arbitration

- 8.26 The Parties may agree that the arbitration may be held under the Expedited Rules of the American Arbitration Association. Notice of such an option shall accompany the Demand for Arbitration.

Arbitration Standards

- 8.27 The parties shall, at least ten (10) work days prior to the first hearing date, exchange lists of their intended witnesses.
- 8.28 Either party may request from the other the production, review and right to copy non-confidential documents relevant to the grievance.

ARTICLE IX COMPENSATION

- 9.1 Retroactive to July 1, 2024, for the 2024-2025 school year, the 2021-2022 Certificated Salary Schedules will be increased by six percent (6%).
- 9.1.1 Effective February 1, 2025, the certificated salary schedule will be increased by two percent (2%) contingent upon the following:
- (1) The Academy's ability to maintain a coverage ratio of 1.20; and
 - (2) Receipt of a clear 2023-2024 audit.
- 9.1.2 If either of the contingencies are not met, the parties agree to reopen compensation for 2024-2025.
- 9.1.3 Additionally, the Academy will pay each certificated unit member employed with the Academy as of the date of ratification, a one-time off-schedule payment of twelve thousand dollars (\$12,000), or a prorated amount based on the unit member's FTE. \$5,500 of the \$12,000 is in lieu of a retroactive salary increase for the 2023-2024 school year.

Salary Schedule

- 9.2 The following salary schedules are attached in Appendix A, Salary Schedule.
- 9.2.1 **Certificated Teacher:** The salary schedule is composed of five (5) columns with thirty-five (35) steps.
- The five (5) columns on the Certificated Salary Schedule Certificated Teacher will be identified as follows:
- Column A: BA/BS in Credential Program/Intern
 - Column B: Bachelor + 30
 - Column C: Bachelor +45
 - Column D: Bachelor +60
 - Column E: Bachelor +75
 - Master's Stipend: \$3,000 per year, paid monthly
- 9.2.2 **Special Education Teacher:** The salary schedule is composed of five (5) columns with thirty-five (35) steps.
- The five (5) columns on the Certificated Schedule Special Education Teacher will be identified as follows:
- Column A: BA/BS in Credential Program/Intern
 - Column B: Bachelor +30

- Column C: Bachelor +45
- Column D: Bachelor +60
- Column E: Bachelor +75
- Master's Stipend: \$3,000 per year, paid monthly

9.2.3 Counselor: The salary schedule is composed of four (4) columns with thirty-five (35) steps.

The four (4) columns on the Certificated Schedule Counselor will be identified as follows:

- Column A: Bachelor + Credential
- Column B: Bachelor +45 or MA/MA +0
- Column C: Master +30
- Column D: Master's +45

9.2.4 Speech and Language Pathologist: The salary schedule is composed of one (1) column with thirty-five (35) steps.

9.2.5 Psychologist: The salary schedule is composed of four (4) columns with twenty-five (25) steps.

The four (4) columns on the Certificated Schedule Psychologist will be identified as follows:

- Column A: Bachelor + Credential
- Column B: Bachelor +45 or MA/MA +0
- Column C: Master +30
- Column D: Master's +45

9.2.6 National Board Certification or Doctorate: \$3,000 per year, paid monthly. Must keep certification. If unit member has both National Board Certification and a Doctorate, unit member is only entitled to receive a single \$3,000 stipend.

9.3 Step placement of each unit member shall be determined by the guidelines defined in this Article. No unit member shall experience a reduction in compensation as a result of the implementation of this agreement.

9.4 Unit members who serve in less than a full-time assignment shall be compensated on a prorata basis.

Additional Work Days

9.5 Unit members who are required to work beyond their contracted work year shall be compensated at the unit member's pro rata daily rate of pay.

Pay Warrants

- 9.6 The annual salaries set forth in this Agreement shall be paid in twelve (12) installments, payable no later than the last working day of the month with appropriate deductions as mutually agreed between the Academy and Association.
- 9.6.1 For voluntary payroll deductions, other than Association membership dues, upon appropriate written authorization from the unit member, the Academy shall deduct from the salary of any unit member and make appropriate remittance for a unit member's 403(b) and 457(b) retirement plans, voluntary life insurance, and LegalShield benefits, as appropriate and authorized by the unit member, or other plans or programs approved by the Academy.
- 9.7 Payments for services in addition to the unit member's regular assignment shall be made not later than the fifteenth (15th) day of the month following the payroll period in which the service was performed.
- 9.8 The Academy will provide unit members with an explanation of the codes listed on the member's pay warrant.

Step (Years of Creditable Experience) Advancements

- 9.9 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum salary schedule step for their classification. Step advancements on the salary schedule are effective on the beginning date of the school year immediately following the school year in which the unit member was employed. A year of service is defined as being in paid status for at least 75% of the regular school days.
- 9.10 Effective July 1, 2024, credit for new and existing (at time of ratification of first agreement) unit members prior years' experience for placement on the salary schedule shall be granted as follows:
- 9.10.1 All certificated experience under contract at a public or private accredited K-12 school will be credited on a year for year basis. Certificated experience will include full year internships for Psychologists.
- 9.10.2 At time of ratification, for unit members who are currently placed on a step of the salary schedule that exceeds their verified years of service, they will remain at their current step until their verified years of service align with the corresponding step. Once the member has earned the requisite number of years of service, the member will advance one (1) vertical step on the salary schedule for a complete year of service as per 9.9 above.
- 9.10.3 At time of ratification, existing unit members who were not granted credit for their appropriate prior years of service, the unit member will be placed on the step that takes into account the unit members' verified years and units after paperwork is provided and confirmed by the Academy.

- 9.10.4 The Superintendent or designee shall at their discretion grant year for year service credit for Military, Peace Corps, and/or relevant industry experience upon acceptable proof of satisfactory service. The Superintendent, or designee, will create consistent guidelines for determining the length of service credit transferred, which will be applied to current and newly hired unit members.

Course Work and Advanced Degrees Creditable for Column Placement and Salary Advancement

- 9.11 Effective July 1, 2024, the Association and the Academy agree that the coursework shall be subject to evaluation according to the following criteria:
- 9.11.1 All upper division or graduate level coursework taken after the completion of the B.S. or B.A. degree shall be applicable for placement on the salary schedule.
- 9.11.2 Subject to prior approval by the Academy, extension, professional development, continuing education, from an accredited organization may be creditable for column advancement or placement. Application for course approval by the Academy may be made by a unit member on an individual basis. The application must describe the value of the course for enhancing professional competence.
- 9.11.3 Units of credit shall be converted to semester hours; Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds (2/3).
- 9.12 Column changes shall be permitted twice a school year; this change shall occur on July 1 or February 1, with verification of official transcript.

Advanced Degrees

- 9.13 Advanced degrees in the field of education or in a field reasonably related to the unit member's current assignment shall be credited for column advancement or placement based on units or degree earned.

Supplemental Duties

- 9.14 Elementary, middle, and high school unit members who are selected and perform supplemental duties, as: coaches, yearbook advisers, grade-level leaders, department heads, tutoring, and club supervisors, will be compensated in accordance with the title of the activity listed in Appendix C, Stipend Salary Schedule.

Participation in programs beyond the regular workday shall be voluntary and paid in accordance with the title of the activity listed in Appendix C, Stipend Salary Schedule.

- 9.15 The Academy will provide supplemental contracts for all additional duties prior to work being started.

Work Related Mileage Rate

- 9.16 In the event that travel is required, the employee shall be entitled to mileage pay at the current IRS rate per mile for the use of personal vehicles in the performance of work assignments or other Academy related business.

Business Expenses

- 9.17 The Academy shall pay all expenses, including, but not limited to fees, travel, lodging, and meals (up to the Academy reimbursement rates, per Board policy), incurred when the unit member is involved in an activity at the discretion of or authorized by an Academy administrator when such activity is away from the unit member's primary work location.

**ARTICLE X
HEALTH AND WELFARE BENEFITS**

Health Benefits Plan

- 10.1 The Academy shall provide all unit members, their eligible dependents, and domestic partners with a health and welfare benefits plan, including dental, vision, and life insurance. The plans shall be listed in Appendix D, Health Benefits Plans. The health and welfare plans offered by the Academy will remain unchanged for 2024-2025 plan year.
- 10.2 Effective July 1, 2024, the Academy's maximum contribution to the health and welfare plan shall be \$18,625, annually.
- 10.3 The Academy shall provide to the Association the final annual renewal rates for the offered Health and Welfare plans within ten (10) workdays of receipt of the renewal rates.

Dental Insurance

- 10.4 The Academy shall provide all unit members, their eligible dependents, and domestic partners with a dental plan, including orthodontic coverage. The plan shall be listed in Appendix D, Health Benefits Plans.

Vision Insurance

- 10.5 The Academy shall provide all unit members, their eligible dependents, and domestic partners with a vision care plan. The plan shall be listed in Appendix D, Health Benefits Plans.

Life Insurance

- 10.6 The Academy will increase life insurance and accidental death and dismemberment from \$15,000, per unit member, to \$50,000, per unit member. Any additional increase will be at the unit member's expense.

Income Protection

- 10.7 The Academy will continue to participate in the State Disability Insurance Program (SDI).
- 10.8 The Employer shall provide for each unit member Long-term Disability insurance.

Duration of Benefits

- 10.9 Unit members who are employed for an entire school year shall be eligible for benefits under the Academy's benefits program for a full 12-month period. Unit members who are initially employed prior to the fourth day of the month shall be eligible for coverage from

their first day of active employment beginning that month. Unit members hired after the third day of the month, will be eligible for coverage on the first day of the following month.

- 10.10 Unit members who terminate their employment prior to the close of the work year shall be provided benefits through the last day of the payroll period in which the termination occurred.

Employee Assistance Program Plan

- 10.11 The Employer shall provide unit members and their eligible dependents, including domestic partners and their dependents, access to an employee assistance program plan.
- 10.12 Unit member participation in the employee assistance plan shall be entirely voluntary and shall be kept confidential. The Employer shall not use any information about a unit member gathered as a result of their participation in the employee assistance plan for any evaluation, discipline or dismissal procedure.
- 10.13 A unit member's decision to participate or not to participate in the employee assistance plan shall not in itself jeopardize any right to which the member is otherwise entitled.

IRC 125 Plan and Health Reimbursement Accounts

- 10.14 The Academy will offer a Flexible Spending Account (FSA -IRC 125 Plan).
- 10.15 The IRC 125 plan shall allow a unit member to expense certain benefits provided by the plan on a pretax basis. The following voluntary programs shall be offered, and unit members may participate in any or all by contributing, through payroll deduction, the actual cost of these programs:
- 10.15.1 Qualifying medical expenses
 - 10.15.2 Child Care
- 10.16 The Academy shall pay the fees associated with the general administration of the IRC 125 Plan.

Miscellaneous Provisions

- 10.17 All unit members must enroll in a health, dental and vision plan.
- 10.18 In the case of bargaining unit members who are married or are registered domestic partners, the Academy will provide insurance to each individual unit member.
- 10.19 The Academy will provide information on Health and Welfare Benefits for all new hires and other unit members upon request.

- 10.20 If a unit member qualifies for a discounted health and welfare rate under the terms established by Self Insured Schools of California (SISC), said discount will be used to offset the insurance premium payroll deduction.

Health Benefits Committee

- 10.21 The Academy and the Association are committed to maintaining a quality health and welfare program. The parties agree to a good faith effort and commitment to maintain a program, which is comprehensive and cost-effective. A Health Benefits Committee will be formed in an effort to analyze, understand, and reduce costs, and shall meet on a regular basis. The Health Benefits Committee shall be comprised of up to nine (9) representatives; three (3) each from the Association, PACA, and The Academy, selected by their respective groups. No other employee group will have more than three (3) representatives.
- 10.22 The responsibility of the Health Benefits Committee is to review the cost trends in the jointly selected carriers, program structure, and the benefit plans. The Health Benefits Committee shall have the authority to analyze how the current carriers, program structures, and benefit plans are impacting costs, and to explore options which may reduce costs or rates of increase in costs.
- 10.23 All relevant information requested by the Committee that pertains to the Committee's responsibility shall be provided within a reasonable time frame and shared directly with the Committee. This Committee is an advisory body only and any changes recommended shall be forwarded to the respective bargaining teams.
- 10.24 Committee members will receive training on effective health and welfare committee work [for example, CHECHER or something similar].

**ARTICLE XI
LEAVES OF ABSENCE**

Leave Rights

- 11.1 The unit member must notify their supervisor and/or principal in writing as soon as the unit member becomes aware of a need for a leave of absence.
- 11.2 If leave is granted, the unit member must comply with terms and conditions of the leave, including staying in touch with the administrator during the leave and giving prompt notice if there is any requested change in return date.
- 11.3 The leave will be considered in accordance with applicable law and policies.
- 11.4 During the leave, the unit member may not accept other employment or apply for unemployment insurance. Acceptance of other employment while on leave will be treated as voluntary resignation from employment with the Academy.
- 11.5 Unit members on a paid leave of absence shall continue to receive wages, health and welfare benefits, retirement credit, and such other rights and benefits in the same amounts as if they were not on leave. Unit members on an unpaid leave of absence during any pay period shall receive their health and welfare benefits for the duration of the leave.
- 11.6 A unit member returning from leave shall be entitled to return to the same position and assignment they had prior to the leave.

Sick Leave

- 11.7 Unit members employed on a full-time basis shall be entitled to accrue eighty (80) hours of sick leave in a contracted year from the first workday of each year. Unit members who are contracted to provide services for Extended School Year and/or summer school shall earn eight (8) hours of sick leave, which may be used during said services or accrued for use in a subsequent school year.
- 11.8 Sick leave may be used by the unit member for themselves, an immediate family member, or designated person for the following reasons: preventative care or diagnosis; care or treatment of an existing health condition; personal injury or illness; quarantine of the unit member, the unit member's immediate family member or designated person, provided the quarantine is pursuant to a local, state, and/or federal mandate; and for specified purposes for victims of domestic violence, sexual assault or stalking. In addition, sick leave may also be used for purposes of parental leave for reasons of the birth, adoption, or foster care placement of a child. Sick leave that is not used shall accumulate from year-to-year without limit. "Designated person" means any individual related by blood or whose association with the unit member is the equivalent of a family relationship. The designated person may be identified by the unit member at the time the unit member requests the leave. A unit member is limited to one designated person per 12-month period.

- 11.9 Unit members who work less than full-time shall be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.
- 11.10 Unit members may utilize sick leave in one-half day increments.
- 11.11 The Academy's payroll system shall provide each unit member with an accounting of the number of days of sick leave they have accumulated.

Differential Leave

- 11.12 Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article shall receive, for up to fifty (50) workdays, the difference between their pay and the amount actually paid to the lowest costing substitute, on the board adopted substitute salary schedule, or, if no substitute has been employed, the amount that would have been paid to the lowest costing substitute. The fifty (50) workdays specified herein shall be renewable at the beginning of each unit member's work year.

Physician's Verification for Extended Illness

- 11.13 Certification by the unit member's health care provider will be required for absences of four (4) or more consecutive work days upon return. The Academy may also request such certifications in situations where it is determined that it is warranted.
- 11.14 A certification is a written statement from a physician or health care provider (1) confirming that the employee was ill and (2) specifying the date when the employee is released to return to work. In the case of the illness of a member of the immediate family or designated person, the certification must specify the name of the family member or designated person and the probable duration of the need for the unit member's care for the immediate or designated family member's condition, the dates the patient was treated for the condition, and whether the need for care by the unit member is continuous or intermittent.
- 11.15 Sick leave may not be used to take a vacation, extend a break period or holiday. Sick leave may not be used during holidays, vacation, or hours of work outside a unit member's regular schedule.
- 11.16 At no time will a unit member be paid sick leave in an amount that exceeds his/her/their regular compensation.
- 11.17 Sick leave does not accrue during unpaid leaves of absence.

Sick Leave Upon Beginning & End of Endorsement/STRS Credit

- 11.18 At the time of hire, unit members may transfer any accrued and unused sick leave from a prior school employer to the Academy upon proof of adequate documentation. When a

unit member ends employment with the Academy, they may transfer their accrued sick leave to their next employer, if applicable. If a unit member is retiring, their unused sick leave shall be applied toward service credit in accordance with the State Teachers Retirement System (“STRS”) regulations.

Return to Work from Extended Illness Leave

- 11.19 Unit members returning from an extended illness or injury may be required to provide a job-related release indicating their ability to perform the functions of their job. Any restrictions must be noted on the release.

Family Medical Leave Act, California Family Rights Act, and Pregnancy Disability Leave Act

- 11.20 The Academy shall provide unpaid leave as outlined in the Federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), and the Pregnancy Disability Leave (PDL) in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in the relevant state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, Employees will be eligible for the most generous benefits available under either law.
- 11.21 Leave taken under the PDL runs concurrently with family/medical leave under federal law.
- 11.22 During family/medical leave, which is unpaid, the unit member may use accrued paid leave, including sick leave, to cover some or all of the family/medical leave. The use of paid time off will not extend the length of a family/medical leave.
- 11.23 During pregnancy disability leave, which is without pay, a unit member may utilize any accrued paid time off, including sick leave, during the leave. All of those payments will be integrated with any state disability or other wage reimbursement benefits that the unit member may receive. At no time will the unit member receive a greater total payment than their regular compensation.
- 11.24 For qualifying reasons, with appropriate certification from a physician, unit members are entitled to take FMLA/CFRA leave intermittently, which means separate, non-consecutive periods for a single qualifying reason. If FMLA/CFRA leave is used for bonding with a child, the basic minimum leave duration is two (2) weeks. However, the Academy may approve bonding leave of less than two (2) weeks on two (2) occasions.
- 11.25 Unit members may use accrued paid sick leave during an otherwise unpaid period of FMLA, CFRA, and PDL.

Family Leave

11.26 Leave may be granted for the birth of a child, placement of child for adoption, or placement of a child for foster care for up to twelve (12) weeks. Family leave must be completed within twelve (12) months of the birth, adoption, or foster placement. Family leave may be taken in a minimum of 2-week increments. The twelve (12) weeks of family leave is unpaid, except the unit member may utilize current and accumulated sick leave during this leave period. When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to Section 12945.2 of the Government Code, the amount deducted from the salary due him or her for any of the remaining portion of the 12-workweek period in which the absence occurs shall not exceed the sum that is actually paid the lowest costing substitute employee, employed to fill their position during their absence, or, if no substitute employee was employed, the amount that would have been paid to the lowest costing substitute, had they been employed. The Academy shall make every reasonable effort to secure the services of a substitute employee.

Personal Necessity Leave

11.27 A unit member may use up to seven (7) sick days per school year, four (4) days at their election, and three (3) days with administrator notice and approval, for the purpose of personal necessity leave. No more than two (2) personal necessity days may be used consecutively, without prior notice and approval.

Reasons for Personal Necessity Leave

11.28 Advance approval from the site administrator shall not be required for personal necessity absence due to: (1) death in the immediate family or of the unit member's designated person; or (2) a serious accident or emergency of the unit member or of a member of the unit member's immediate family or designated person.

Personal necessity as set forth in this section may be used with advance permission of the site administrator:

- 11.28.1 for the serious illness or hospitalization of a member of the unit member's immediate family or designated person;
- 11.28.2 an accident involving the unit member's person or property, or the person or property of an immediate family member or designated person;
- 11.28.3 adoption of a child;
- 11.28.4 the birth of a unit member's child;
- 11.28.5 personal legal matters such as for a court appearance where the employee is a litigant;
- 11.28.6 religious observances; and

11.28.7 for other matters of compelling personal importance that cannot be dealt with outside the work hours.

11.29 Personal necessity shall not be used:

11.29.1 to extend a break period or holiday without administrator's prior approval

11.29.2 for any concerted activity, including work slowdown, work action, or strike

11.29.3 for Association Business

Notification of Personal Necessity Leave

11.30 When required, unit members must request personal necessity leave from the site administrator or designee at least forty-eight (48) hours in advance, except where extenuating circumstances make this impossible.

Personal Leave Without Pay

11.31 A unit member may apply to the Board for an unpaid leave of absence for up to one (1) year, which may be granted at the Board's sole discretion. The unit member shall furnish the Academy, upon request, a physician's verification of their need for such health leave. At the discretion of the Academy, such leave may be extended by the Board for an additional twelve (12) months.

11.32 Unit members are not guaranteed reinstatement following a personal leave. Unit members returning from personal leave of absence may be offered the same position, or a comparable position that the individual is qualified to perform, if either such position is available.

Bereavement Leave

11.33 A unit member, employed for at least thirty (30) days prior to commencement of leave, shall be granted up to five (5) days leave of absence in the event of death in the immediate family. A member of the immediate family means mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or the spouse of the bargaining unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, designated person, or any relative living in the immediate household of the bargaining unit member. Such days need not be taken in consecutive order. Leave must be completed within three (3) months after the death of the immediate family member. Leave may be granted after three (3) months by the Academy, if requested, for a specific memorial event and shall not be denied arbitrarily or capriciously.

11.34 The Academy may require that the unit member provide documentation of the death of the family member including a death certificate, published obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial

society, crematorium, religious institution, or government agency. The documentation, if requested by the employer, must be provided within thirty (30) days of the first day of bereavement leave.

Jury Duty

- 11.35 Unit members who are summoned to serve on a jury may do so with no loss of salary or personal/illness days. The unit member shall notify his/her/their supervisor upon receiving notification of jury duty. Unit members on “call in” status shall report to work as required; coverage will be provided should the employee be summoned to court. Unit members required to report for duty shall request a substitute teacher and have lesson plans in place.
- 11.36 Upon the unit member’s return to work from jury duty, the unit member must present certification from the court verifying attendance. The court’s stamp or signature is required; a printout from a court website is not sufficient.

Witness Leave

- 11.37 Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies.
- 11.38 The unit member must provide to their immediate supervisor the court summons prior to receiving leave and reporting to court. Upon returning to work, the unit member must provide verification of appearance.

Voting Leave

- 11.39 If a Unit Member’s work schedule is such that it does not allow sufficient time to vote in any federal, state, or local election in which the Unit Member is entitled to vote, the Academy shall grant at least two (2) hours release time or arrange to allow sufficient time for such voting.
- 11.40 The unit member must notify their immediate supervisor at least two (2) days before election day when using voting leave.

Industrial Accident and Illness Leave

- 11.41 The Academy shall provide twenty (20) days for industrial accident and illness leaves of absence for unit members during which the Academy is in session or when the unit member would otherwise have been performing work for the Academy in any one fiscal year for the same accident.

- 11.41.1 The total of the unit member's temporary disability indemnity and the portion of salary due them during their absence shall equal their full salary.
- 11.41.2 An industrial accident or illness, as used in this paragraph, means any injury or illness whose cause can be traced to the performance of services for the Academy.
- 11.41.3 The Academy's report of an industrial accident or illness shall be kept on file in the Business Office.
- 11.41.4 Allowable leave shall not be accumulated from year to year.
- 11.41.5 Industrial accident or illness leave shall commence on the first day of absence.
- 11.41.6 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 11.41.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him or her for the same illness or injury.

Military Leave

- 11.42 Unit members who are attached to the military services, who have been in the service of the Academy from which the leave is taken, for a period of not less than one year, immediately prior to the day on which the absence begins, and who are called into temporary, active duty of any unit of the United States Reserves or the National Guard shall be granted (upon request) temporary military leave, pursuant to Military and Veterans Code Section 395. A unit member on a temporary military leave shall be entitled to receive his/her salary or compensation for the first thirty (30) days in any one (1) fiscal year. Temporary military leave of absence means a leave of absence from public employment to engage in ordered military duty for a period which, by the order, is not to exceed one hundred eighty (180) calendar days including travel time.
- 11.43 Such absence does not affect classification and does not constitute a break in service, although such absence may not count as part of the service required as a condition precedent to permanent classification.
- 11.44 A copy of duty orders shall be submitted to the Human Resources Office prior to the commencement of leave.
- 11.45 Upon return from active military service following a period of national emergency or war, within six (6) months, the employee is entitled to his/her former position at a salary he/she would have received had he/she not been in military service.
- 11.46 In accordance with Education Code 44978.2, any unit member that is considered 30% or more disabled by the United States Department of Veterans Affairs shall be entitled to leave of absence for illness or injury with pay of up to ten (10) days for the purpose of

undergoing medical treatment for their military service-connected disability within the first year. This leave shall be in addition to any other leaves provided elsewhere in the agreement. Any unused leave shall be forfeited thereafter.

Donation of Sick Leave

- 11.47 Unit members may request to donate accrued sick leave for other unit members or staff members. The donation of sick leave is strictly voluntary. The donation of sick leave is on a half-day or full day basis, without regard to the dollar value of the donated or used leave. The maximum number of sick leave days the unit member may donate or receive in one calendar year is thirty (30) days.
- 11.48 Unit members who wish to donate sick leave days must complete the Donate Sick Leave form (Appendix E, Sick Leave Donation Form) which may be submitted to the HR Department.

**ARTICLE XII
WORK DAY AND WORK YEAR**

Work Year

- 12.1 Classroom teachers will work one hundred eighty-four (184) days, to include one hundred eighty (180) days of instruction and four (4) pupil free, professional development days.
- 12.2 Special education teachers will work one hundred eighty-six (186) days, to include one hundred eighty (180) days of instruction, four (4) pupil free, professional development days, and two (2) days for special education department directed services which can include special education specific professional development.
- 12.3 Counselors will work one hundred ninety-one (191) days, to include (4) pupil free, professional development days.
- 12.4 Psychologists will work one-hundred ninety-six (196) days, to include four (4) pupil free, professional development days.
- 12.5 Speech Language Pathologists will work one hundred eighty-six (186) days, to include four (4) pupil-free, professional development days, and two (2) days for special education department directed services.
- 12.6 Unit members' work year shall begin and end according to the school year calendars in Appendix F, School Calendar. The school year calendar will list all instructional days, non-student days, holidays, and winter/spring breaks.
- 12.7 Any work days as provided in this Agreement that have been declared national days of holiday, thanksgiving, mourning, emergency, or other national observance by law or proclamation that results in school closure shall be paid days without service.
- 12.8 Inclement weather days: Unit members shall not be required to attend school when schools are closed due to inclement weather.
- 12.9 When appropriate, the Academy shall file a Form J-13-A waiver. If a Form J-13-A waiver is not granted and the Academy is required to make-up the instructional minutes, no additional compensation will be provided as compensation will have already been received for the school closure day(s). The make-up day shall be designated on the work calendar.
- 12.10 Newly hired unit members will be required to attend one (1) additional day of professional development, to be paid at the unit member's daily rate of pay.
- 12.11 At its sole discretion, the Academy may add additional voluntary (non-mandatory) professional development days, per year, to be paid at the contracted extra duty pay rate as identified in Article IX - Compensation.

Length of Workday

- 12.12 The regular professional on-site workday for unit members shall be seven (7) hours and forty (40) minutes, inclusive of a forty (40) minute duty-free lunch period. In addition to the regularly scheduled work day, bargaining unit members are required to attend IEPs, 504, SST, Back-To-School Night, Open House, weekly staff meetings, before and after school duty, and parent conferences as defined below.
- 12.12.1 Before and after school duty - Elementary unit members shall annually be provided a student supervision duty schedule. Student supervision before or after the student instructional day shall not exceed fifteen (15) minutes.
- 12.12.2 IEP, 504, and SST - The Academy shall make its best efforts to schedule a majority of IEP, 504, and SST meetings during the regular work day. IEP, 504, and SST meetings may be scheduled after the regularly scheduled work day for no more than three (3) hours per week for general education unit members and four (4) hours per week for special education unit members, school psychologists, speech and language pathologists, and counselors, as long as the bargaining unit member is provided at least forty-eight (48) hours notice prior to the meeting being scheduled.
- 12.12.3 Back-To-School Night - Bargaining unit members will attend one (1) Back-To-School Night per school year. The Back-To-School Night shall not exceed one (1) hour and thirty (30) minutes in duration.
- 12.12.4 Open House - If scheduled, elementary bargaining unit members will attend one (1) Open House per school year. Open House shall not exceed one (1) hour and thirty (30) minutes in duration.
- 12.12.5 Faculty Meetings - The Academy may schedule a weekly staff meeting, which will last no longer than one (1) hour beyond the unit member's regular work time.
- 12.12.6 Parent Teacher Conferences - Elementary bargaining unit members shall attend up to eight (8) hours of designated parent teacher conference time. The maximum amount of time that may be designated on a particular day is four (4) hours. The student instructional day shall be a minimum day on days designated for parent teacher conferences.

Evening Events

- 12.13 On days that unit members are required to return for an Academy designated required event, i.e. Open House, Back-to-School Night, or similar event, the length of the instructional day shall be a minimum instructional day, shortened by at least the

equivalent duration of the event. On such days, unit members shall be permitted to leave school at the end of the pupil instructional day and return, at least, fifteen (15) minutes prior to the evening event.

- 12.14 On minimum days scheduled for the last day of the first and second semester, the workday for unit members will end when the unit members' work is done or 15 minutes after the end of the pupil instructional day, whichever comes first. On minimum days scheduled for the first day of school and the first two (2) days of final exams, bargaining unit members are expected to work their regular contracted workday. For secondary unit members, if the third day of finals does not coincide with the last day of the first or second semester, unit members are expected to work their regular contracted workday.
- 12.15 Secondary Preparation and Planning Period: The Academy will make a good faith effort to include preparation and planning in the master schedule for secondary unit members.
- 12.16 Elementary Early Release Day: The Elementary Site will end two (2) hours early one day a week. One (1) 60-minute block a week shall be at the administration's discretion. One (1) 60-minute block a week shall be used for preparation and planning at the unit member's discretion. In months where there are five (5) early release days, the extra (i.e. 5th) release day of the month will be used at the administration's discretion. Unit members shall utilize the remainder of the regular workday for staff development, IEP team meetings, meetings with parents and/or staff members, and/or planning and preparation for their assignment.
- 12.17 Extended PLC learning opportunities outside the normal contractual hours shall be agreed upon by the PLC member and the Academy. Unit members will be compensated at their individual unit member's hourly rate of pay.
- 12.18 The Academy will ensure that relief is provided, as needed, for emergency relief breaks.

Parent/Guardian Requested Meeting

- 12.19 Conferences and meetings with parents/guardians shall observe the following:
 - 12.19.1 Parents/guardians wishing to meet with their child's teacher must provide a request to the teacher. Upon the teacher's agreement to the time and date, parents/guardians may meet with the teacher during the teacher's contracted workday. Any other time to meet must be with the approval of the teacher.
 - 12.19.2 Beyond Academy scheduled parent/guardian conferences, unit members will respond to a parent requested meeting within one (1) work day. Unit members may request administrative support as necessary.

Adjunct Duties

12.20 Site administrators will make a good faith effort to equitably distribute adjunct duties within the workday among unit members.

Failed Substitute

12.21 In the event that an appropriate substitute cannot be found, the site administrator shall seek volunteers, preferably from the same grade level or content area, to period substitute another member's class or to accept students into their class. If there are no volunteers, the site administrator may decide whether to require a unit member to period substitute during their preparation and planning period or to distribute the students into another unit member's classroom.

12.22 When there is a failed substitute, if the Academy divides a class, the bargaining unit member shall be compensated as follows:

12.22.1 Unit members teaching grades TK-6 shall be compensated at the extra duty rate of pay for the first (1st) five (5) students, inclusive, distributed to their class and an additional hour of extra duty rate for every five (5) students, inclusive, thereafter.

12.22.2 Unit members teaching grades 7-12 shall receive compensation at the extra duty hourly rate of pay for each hour, or portion of an hour, that the unit member covers a class period (i.e., going into or accepting students from another unit member's class).

General Provisions:

12.23 Unit members who travel from one worksite to another on a regular basis shall have adequate time to travel between sites.

12.24 The Academy shall ensure that each unit member has a key to their building, classroom, workroom, restroom, and elevator (if applicable) at the beginning of the school year.

12.25 The unit members will have access to the building at work before and after school hours, based on alarm setting schedule.

12.26 With the exception of special education unit members, the Academy will make every effort to not assign middle or high school unit members to more than four (4) different core content area preparations within a week, without first consulting with the unit member. If the member is assigned more than three (3) different core content course curricula per semester, the member shall receive a stipend in the amount of one thousand dollars (\$1,000).

Participation on Committees

- 12.27 Unit member participation on all Academy/site-wide committees shall be on a voluntary basis, and shall be compensated as set forth in Article IX, Compensation.
- 12.28 Unit members who are selected to serve on the school site council pursuant to Education Code Section 65000 shall be granted release time during their workday at no loss of pay or benefits, provided the meetings are scheduled during their work day, to fulfill the obligations of their appointment.

**ARTICLE XIII
CLASS SIZE AND CASELOAD**

- 13.1 The Academy will make every reasonable effort to balance the class size by course name and stay within class sizes listed below. Leveling of classes shall occur within twenty (20) days after the start of the first semester and within twenty (20) days after the start of the second semester. The Academy will make every reasonable effort to balance counselors', speech language pathologists', and special education teachers' caseloads within twenty (20) days after the start of the first and second semester.
- 13.2 The Academy will make every reasonable effort to implement the following class sizes/caseloads. Where the Academy is not able to implement the class sizes/caseloads after the fourth (4th) week of the school year, the site administrator will meet with the affected unit member to review options to support instruction, given the size of the class/caseloads. The site administrator will meet with the affected and attempt to reach mutual agreement with the affected unit member. Additional support which may include, but is not limited to:
- 13.2.1 Additional instructional aid support
- 13.2.2 Secondary: Additional pay of five hundred dollars (\$500) per semester for up to three (3) additional students.
- 13.2.3 Other support the site administrator may be able to provide.
- 13.3 Additional materials, supplies, including ordering additional textbooks and/or furniture will be provided for each additional student, within five (5) business work days.

Elementary Work Site

13.4 **ELEMENTARY SCHOOL (GRADES TK-5) CLASS SIZE**

- 13.4.1 TK: class size shall conform to Education Code requirements
- 13.4.2 K: Twenty-four (24) students to one (1) teacher with one half (1/2) instructional aide
- 13.4.3 1-2: Twenty-four (24) students to one (1) teacher with one half (1/2) instructional aide
- 13.4.4 3-5: Thirty-two (32) students to one (1) teacher with one third (1/3) instructional aide
- 13.4.5 Physical Education: Thirty-two (32) students to one (1) teacher. An additional adult will be provided for classes with thirty-three (33) to sixty-four (64) students. For classes with sixty-five (65) to ninety-six (96) students, an additional adult will be provided.

- 13.5 No class size shall exceed the number of workstations in the classroom. This does not apply to a failed substitute situation.

Secondary Work Site

- 13.6 “Academic Classes” include all content and elective classes except as otherwise stated in 13.7, including a Homeroom/Bridge/Lab class, should the Academy choose to have those classes.

- 13.7 Middle school/high school Yearbook / Leadership Classes shall have a combined average ratio of thirty-two (32) students: one (1) certificated teacher. The individual high school class maximum shall not exceed forty-five (45) high school students. The middle school class maximum shall not exceed thirty-two (32) students.

13.8 SECONDARY SCHOOL (GRADES 6-12) CLASS SIZE

- 13.8.1 Academic Classes: The class size will be an average of thirty two (32) students to one (1) teacher, with no single class being larger than 34 students, across all classes in the specific grade level, except for physical education.

- 13.8.2 Physical Education: Forty (40) students to one (1) teacher

- 13.8.3 Co-taught Classroom: Each class will consist of no more than thirty (30) students, jointly instructed by two teachers - an educator specializing in general education and another in special education. A maximum of fifteen (15) students in each class will have an Individualized Education Plan (IEP). The remaining students will be assigned randomly to the classroom and cannot be selected based on behaviors, academic performance, and/or involvement in the Student Support Team (SST) process.

- 13.9 No class size shall exceed the number of workstations in the classroom. This does not apply to a failed substitute situation.

13.10 SUPPORT PERSONNEL STAFFING CASELOAD MAXIMUM RATIOS

- 13.10.1 Counselors: 350 students per Middle School(MS) and High School (HS) counselor, 300 students per Elementary counselor

- 13.10.2 Psychologists: 1200 students per psychologist. If a psychologist’s active caseload exceeds fifteen (15) students under evaluation, the Academy will make its best efforts to equitably distribute the excess students among the psychologists.

- 13.10.3 Speech Language Pathologist (SLP): fifty-five (55) students per SLP

13.10.4 Special Education Teachers TK-12th - maximum of twenty-eight (28) students to one teacher's caseload.

13.11 In the event that an Academy psychologist or counselor is absent for a period of time extending beyond five (5) consecutive workdays, the Academy shall make a good faith effort to employ a respective substitute psychologist or counselor to perform the duties of the absent unit member. The Academy shall attempt to maintain a list of qualified psychologists and counselors who are willing to be available as substitutes. If the Academy cannot locate and employ a substitute psychologist or counselor, the Academy will notify the Association to provide an opportunity for the parties to meet and negotiate regarding the potential need to temporarily contract out these positions.

ARTICLE XIV TRANSFERS & REASSIGNMENTS

Definitions

- 14.1 Vacancy - A regular certificated unit position to which no current unit member is assigned, and which the Academy intends to fill.
- 14.2 Transfer - movement of a unit member from one work location to another work location, or from one program to another program. The transfer may include a change in grades or subject area as long as the move involves changing worksites.
- 14.3 Reassignment - movement of a unit member from one subject area to another subject area, one grade level to another grade level, or from one configuration to another within the same worksite.
- 14.4 Worksite/work location - the following are considered work locations within the Academy: elementary campus, secondary campus, student services, and administrative offices.
- 14.5 Voluntary transfer/reassignment - is any transfer or reassignment initiated by the bargaining unit member.
- 14.6 Involuntary transfer/reassignment - is any transfer or reassignment initiated by the Academy.
- 14.7 Seniority Date - is defined as the unit member's initial date of service in the bargaining unit.

General Provisions

- 14.8 Subject to the terms of this Article, the Academy reserves the right to transfer and assign unit members as it deems necessary to meet the needs of the Academy.
- 14.9 The Academy shall make a reasonable effort to give each unit member written notice (email is sufficient) of their tentative assignment for the subsequent school year on or before March 16 and a subsequent update by May 15. Such notice shall specify the building, grade, grade level, subject area and position (e.g.-co-teaching) to which the unit member will be assigned.
- 14.10 The Human Resources Department shall post all vacancies for voluntary reassignment within ten (10) work days of the vacancy being known.
- 14.11 Any unit member may apply, in writing, to the Academy for a transfer/reassignment prior to the final posting date of any known vacancy. Transfer/reassignment of a unit member

shall not be made for arbitrary, capricious, punitive, or reasons. The Academy will consult with the unit member prior to the unit member being transferred/reassigned.

- 14.12 If a unit member is excluded from a staffing list and the position they occupied becomes a vacancy (within the first two (2) weeks of the start of school), that unit member shall return to that position if they desire.

Vacancies

- 14.13 Upon knowledge of vacancies, the Academy shall post at each worksite, Academy Office, Academy Collaborative Website, and email each unit member a list of all vacancies within the school Academy as each vacancy occurs. If current unit members have expressed a desire in writing for a volunteer reassignment should an opening occur, the current unit member shall be considered before an outside applicant.

The vacancy list shall contain the following:

- 14.13.1 A closing date which is at least ten (10) working days following the posting date.
- 14.13.2 A job description.
- 14.13.3 Credentials and qualifications necessary to meet the requirements of the position.
- 14.14 No assignment to fill the vacancy shall be made until after the closing date.
- 14.15 The Academy shall, upon request by a unit member, notify that unit member by email, unless the unit member specifically requests to be notified by mail, of any posted openings which may arise during the summer recess, intersession or a period of leave. The unit member's request must be in writing and must include an email and a mailing address, if applicable.
- 14.16 Unit members shall have the opportunity to annually (each school year) submit a written request expressing their interest in being considered for any vacancies that arise during the school year. If a unit member has a transfer/reassignment request on file, it is not necessary to make a further request in order to be considered for any additional vacancies that occur.

VOLUNTARY TRANSFER/REASSIGNMENT

- 14.17 No outside applicant shall be selected to fill a vacancy until qualified unit members have had the opportunity to apply and be interviewed for the vacancy.
- 14.18 The Human Resources Department shall post all vacancies for voluntary reassignment consideration prior to posting vacancies Academy-wide for transfer consideration.

- 14.19 Voluntary transfer decisions shall be governed by the following criteria, in no particular order:
- 14.19.1 Meet qualifications in posting as determined by the Academy
 - 14.19.2 CTC credential or certification
 - 14.19.3 Length of service/ Seniority within the Academy
 - 14.19.4 Qualifications of unit member considering past experience, training, including major and minor fields of study, and performance evaluations of the unit members
 - 14.19.5 A permanent unit member, unless otherwise agreed to by the Academy and the Association; and
 - 14.19.6 All criteria being equal, length of service shall be the deciding factor.
- 14.20 A transfer request shall not be denied arbitrarily, with malicious intent or without basis in fact.
- 14.21 If the unit member's transfer/reassignment request is denied, upon request, the unit member may meet with the site administrator to discuss the reasons for denial. At the conclusion of the meeting, the unit member may request such reason(s) to be placed in writing.
- 14.22 The unit member can request a meeting to discuss the transfer/reassignment with the administrator before the decision is final.
- 14.23 The unit member may request that their application for transfer be kept confidential.

INVOLUNTARY TRANSFER/REASSIGNMENT

- 14.24 Involuntary transfer/reassignment shall be made only for the following reasons:
- 14.24.1 A decrease in the number of pupils which requires a decrease in the number of unit members pursuant to Article XIII, Class Size and Caseload;
 - 14.24.2 Elimination of program(s) and/or funding;
 - 14.24.3 Worksite closings; or
 - 14.24.4 Confidential personnel related matters initiated solely by the Superintendent.
- 14.25 Unit members who are involuntarily transferred/reassigned or whose position has been relocated due to changes in pupil enrollment or other staffing considerations, shall be given priority consideration for return to their original work location/subject area/ grade level/ configuration.

- 14.26 If a decrease in the number of pupils or the elimination of program(s) and/or funding occurs, the Academy shall seek volunteers prior to making any involuntary transfer/reassignment. Excluding for balancing special education caseloads, If an involuntary transfer/reassignment becomes necessary, due to the reasons identified above, the unit member with the least seniority with the appropriate credential shall be transferred or reassigned.
- 14.27 Prior to any involuntary transfer/reassignment, the unit member shall be given as much advance notice as reasonably possible. During the school year, reasonable effort shall be made to give the unit member at least ten (10) working days' notice of transfer/reassignment.
- 14.28 Upon request of the unit member, the unit member may meet with the site administrator to discuss the reasons for the involuntary transfer/reassignment. At the conclusion of the meeting, the unit member may request such reason(s) to be placed in writing.
- 14.29 Unit members from the closed site and/or program shall also be accorded first priority in filling all vacancies that arise for which they have an appropriate credential. When two (2) or more unit members apply for the same vacancy, if all of the criteria are similar, the position shall be given to the unit member with the greatest seniority.
- 14.30 Unit members who are transferred/reassigned during the work year shall be granted two (2) days of paid release time for preparation prior to the effective date of the transfer/reassignment.
- 14.31 The Academy shall provide assistance in moving a unit member's materials whenever a unit member is transferred/reassigned.
- 14.32 Prior to the final decision regarding the change in a unit member's current grade level or subject matter assignment, the immediate supervisor shall discuss the proposed change with the unit member. If the unit member objects to the proposed change, the immediate supervisor shall consider the unit member's suggested alternative ways of handling the situation.

Assignment Limitations

- 14.33 Unit members shall be assigned only to positions for which they are credentialed and qualified.
- 14.34 At a unit member's sole discretion, the unit member may agree to an assignment outside the unit member's credential authorization(s), providing that the Academy will assist the unit member, including covering the costs of securing the necessary waivers, or emergency credentials. This does not include the cost of the coursework to earn the credential authorization.

**ARTICLE XV
EVALUATION**

- 15.1 A unit member’s professional responsibility is to educate students so they are prepared for college and a wide variety of careers.
- 15.2 Favorable performance evaluations do not guarantee increases in salary. Salary increases will be based on Article IX, Compensation.
- 15.3 The Academy will create a workgroup, that will include unit members, to review and propose revisions to the evaluation forms utilized by the Academy in the evaluation process. The proposed revisions will be presented to the Superintendent or designee.
- 15.4 If the unit member changes to a new position, the unit member will be evaluated that year regardless of their number of years of service at the Academy. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the year of return to duty.

Evaluation Schedule

15.5 Unit members will be evaluated according to the following schedule:

Years of Service at the Academy	Formal Observation Rate	Written Evaluation
1 – 2	2 per year	1 per year
3 – 5	1 per year	1 per year
6 – 10	1 every other year	1 every other year, with positive evaluation the prior year
11 +	1 every 5 years	1 every 5 years, with admin approval the first year

- 15.6 The Academy reserves the right, at its discretion, to annually evaluate unit members regardless of their years of service.
- 15.7 Unit members to be evaluated during a particular year shall be furnished a copy of the evaluation procedures, and advised of the criteria upon which the evaluation is to be based.
 - 15.7.1 The unit member shall be notified no later than October 15 regarding the fact that they will be evaluated during the current school year and who is their anticipated evaluator.

Process of Evaluation

- 15.8 Bargaining unit member performance will be evaluated on an ongoing basis during the contracted year on such documents as outlined in the TPAA teacher job description and the California Standards for the Teaching Profession using an evaluation form created by the Academy. It is the goal of this process for every unit member to demonstrate proficiency in all Standards.
- 15.9 The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance.
- 15.10 With respect to performance evaluations, non-instructional unit members (i.e. Counselors, School Nurses, Psychologists, Interventionist, Instructional Coaches, Teachers on Special Assignment, Classroom Teacher or other Certificated staff that are not assigned to classroom, etc.) shall be evaluated in accordance with the evaluation form developed by the workgroup and approved by the Superintendent or designee attached as Appendix G, Evaluation Form.

Informal Observations

- 15.11 Informal observations are ongoing. All informal observations may contribute to the evidence used for an evaluation.

Formal Observations

- 15.12 Each unit member will be formally observed as set forth in the evaluation schedule, above.
- 15.13 Formal observations shall be made known to the unit member at least (2) days prior to their occurrence.
 - 15.13.1 Formal observations shall last at least twenty (20) minutes and will take place by April 15th. A formal debrief, with written feedback, shall be scheduled to occur within ten (10) working days of the formal observation.
 - 15.13.2 The Academy may conduct additional quarterly formal observations as it deems necessary and appropriate to determine whether a teacher is evidencing proficiency in any standard.
- 15.14 A unit member who receives a negative formal observation(s) shall, upon request, be entitled to an additional classroom observation with a debrief with written feedback. Such entitlement includes a pre observation conference. The last observation shall be the primary observation of record for the evaluation.
- 15.15 Prior to the formal observation, the unit member shall notify the administrator if the unit member has inadequate materials, curriculum, or equipment. The administrator will use their best efforts to correct the noted deficiencies prior to the observation.

Evaluation

- 15.16 Unit members will receive evaluations as set forth in the evaluation schedule, above. The end of year comprehensive evaluation meeting will be completed by May 15.
- 15.17 In the case of a negative evaluation, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies by developing a performance improvement plan with clear and measurable goals.
- 15.17.1 To assist the unit member in correcting any cited deficiencies, the improvement plan shall include, but shall not be limited to, the following:
- 15.17.2 Specific recommendations for improvement.
- 15.17.3 Academy assistance to implement such recommendations.
- 15.17.4 Provision of additional resources, if needed, without cost to the unit member, to be utilized to assist with improvements.
- 15.17.5 Strategies to measure improvement.
- 15.17.6 Time schedule to monitor progress.
- 15.17.7 A unit member may request a mentor staff member who, preferably, is at a similar grade level or content area. The Academy may choose to provide or deny the request.
- 15.18 In preparing the final evaluation form for placement in the unit member's personnel file, the evaluator shall rely primarily upon data collected through classroom observations and evaluation conferences. Deficiencies that have been brought to the attention of the unit member, and subsequently corrected, may be included in the final evaluation form. If the corrected deficiency is included in the final evaluation the evaluator will state that the deficiency was corrected. Unsubstantiated statements shall not be included in the evaluation.
- 15.19 In the event the unit member disputes the evaluation content, the unit member may prepare a written statement and any evidence which shall be attached and incorporated into the final evaluation.
- 15.20 Unit members shall not be required to participate in the evaluation(s) and/or observation(s) of other unit members.
- 15.21 The performance evaluations are intended to make employees aware of their progress, areas for improvement, and objectives or goals for future work performance. The evaluation of unit members, pursuant to this Article, shall not include or be based upon the following:
- 15.21.1 Standardized achievement test results

- 15.21.2 Results of any tests utilized for the purpose of a School Improvement Plan.
 - 15.21.3 Achievement of objectives stated in Individual Educational Plans (IEP's) of special education pupils.
 - 15.21.4 The success, or lack thereof, of an instructional or clerical aide in the performance of tasks assigned by the unit member.
 - 15.21.5 The personal life or lifestyle of a unit member, their personal opinions, scholarly, literary, or artistic endeavor of a unit member, provided it does not impact instruction.
- 15.22 At the bargaining unit member's request, an Association representative(s) may be present at meetings described in this Article.

After the review, an employee will be required to sign the evaluation report simply to acknowledge that it has been presented to them, that they have discussed it with the Principal, Direct Supervisor and/or designee, and that they are aware of its contents.

Grievance

- 15.23 The judgment of the evaluator shall not be subject to the contractual grievance procedure. Alleged violations of the evaluation process may be the subject to grievance procedures per Article VIII - Grievance.

**ARTICLE XVI
PROFESSIONAL GROWTH/DEVELOPMENT**

Professional Growth/Development

- 16.1 To promote successful professional growth/development, the process of content selection for professional growth and development shall include the meaningful input and feedback from unit members.
- 16.2 As a part of the unit member's work year, unit members shall be required to attend four (4) pupil free, professional development days. Newly hired unit members will be required to attend one (1) additional day of professional development, to be paid at the contracted extra duty pay rate.
- 16.2.1 At its sole discretion, the Academy may add additional voluntary (non-mandatory) professional development days, per year, to be paid at the contracted extra duty pay rate.
- 16.3 For any professional growth/development which is offered beyond the contracted working day, the unit member shall receive pay for the extra time involved at the contracted extra duty pay rate. Participation outside of work hours will be voluntary.
- 16.3.1 The Academy can require the unit member to present information they learned from those professional development opportunities.
- 16.3.2 If the presentation happens outside of the unit members' contracted day, they shall be paid the contracted extra duty pay rate.
- 16.4 For any off campus professional growth/development held on a non-calendared work day (i.e, winter, spring, summer break), unit members shall receive a \$300 stipend for each day (\$150 stipend for ½ day) in attendance at the professional growth/development program. Unit members must receive administrator approval prior to participating in the off-campus and/or beyond the contracted work day professional development in order to receive the stipend.
- 16.4.1 The Academy will make every effort to provide equitable professional development opportunities for bargaining unit members. Unit members will be made aware of the procedure to receive prior approval from the site administrator.

Teacher Support and Collaboration Program

- 16.5 This Program shall not apply to or effect existing mentor programs where a unit member is enrolled in a credential program.

Mentor Teachers

- 16.6 The Superintendent or designee will select unit members to act as mentor teachers to support participating fully-credentialed unit members. Mentor teachers will be selected from Association unit members and must meet the minimum requirements from the Commission on Teacher Credentialing.

Selection Process

- 16.7 Interested unit members shall submit an application and shall be screened and selected based on criteria to be determined by the Academy.

Compensation

- 16.8 Mentor teachers shall receive a stipend of five hundred (\$500) per semester, per mentee.

Duties

- 16.9 A major focus of unit member support provider programs shall be to support and guide assigned-unit members.
- 16.10 The mentors' duties shall not be administrative. The mentors shall not be administrators or contracted employees.
- 16.11 Duties of the mentors shall include:
- 16.11.1 Attend monthly meetings with Academy staff
 - 16.11.2 Attend regular meetings with mentees
 - 16.11.3 Formally plan goals and objectives with mentees on a routine basis
 - 16.11.4 Provide mentees with a model for best practices
 - 16.11.5 When possible and practical, conduct one-on-one classroom sharing to engage in preparation and teaching with mentees
 - 16.11.6 Routinely observe and provide feedback to mentees (not to be shared with administration)
 - 16.11.7 With the prior approval of the site administrator, mentors shall be granted release time for agreed-upon professional development, or to meet with other mentors to develop and refine their skills, problem-solve, assess, and reflect on teaching

- 16.11.8 Review mentee lesson plans and provide feedback on a routine basis
- 16.11.9 Submit monthly calendar of collaborative events (e.g., lesson plans, topics of the best practices discussed, observation and meeting dates) to site administrator
- 16.11.10 Be regularly present at school, limit absences, and exhibit a model of professionalism and excellence

Confidentiality

- 16.12 Mentor teachers will not disclose or use any confidential information of the participating unit member and/or the Academy without the participating unit member's and/or the Academy's, as applicable, prior written permission except to the extent necessary to perform services on participating unit member's behalf. Confidential information includes without limitation: Names, identities, information, grades, or any other information whatsoever, directly or indirectly, related to any pupil in attendance at the Academy sites, or any family information associated with any pupil in attendance at the Academy.

Removal

- 16.13 The Academy may remove a mentor teacher from the program at any time for failure to perform the duties indicated above.

Member Participation

- 16.14 Member participation in the Teacher Support and Collaboration Program is voluntary. Participation in the program may not be listed as a requirement of the Improvement Plan process outlined in the Evaluation Article.

**ARTICLE XVII
SAFETY CONDITIONS**

Safe Working Conditions

- 17.1 The Academy shall provide a safe workplace that protects unit members' health, safety, and well-being. The Academy shall protect unit members from physical and emotional violence, sexual harassment, and other abuse. This provision does not waive a unit member's right to other recourse through administrative agencies or courts and prior exhaustion of the grievance process is not required.
- 17.2 The Academy recognizes that no unit member shall be required to work in unsafe or hazardous conditions. Employees shall be responsible to report, in writing to their immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working condition. A written response will be provided to the employee within a time frame, which reflects the urgency of the concern, but in no event later than two (2) weeks.
- 17.3 The Palmdale Aerospace Academy shall assume the responsibility to investigate all conditions, which are reported to be unsafe, hazardous, unhealthy, or potentially dangerous and shall take necessary steps to have the conditions remedied. The Academy shall institute such emergency safety precautions as deemed necessary.
- 17.4 The Academy shall conform to and comply with all health, safety, and sanitation requirements imposed by local, state, or federal law and regulations adopted under local, state, or federal law. Each worksite shall have access to potable water.
- 17.5 The Academy and PATA agree to the establishment of a Safety Committee to review outstanding safety issues with Association member representation from each worksite. The Committee shall meet quarterly.
- 17.6 The Academy and PATA agree to the establishment of a Student Behavior Support Committee, for example PBIS, with Association member representation from each worksite. The Committee shall meet quarterly. The responsibility of the committee will be to ensure both worksites have a Positive Behavior Support System, or similar support system, in place and to monitor its effectiveness to promote a positive school climate.
- 17.7 The Academy shall provide each classroom and major work area with an emergency preparedness backpack that will include first aid kits and emergency supplies. The Academy will store supplies outside for emergency situations that may include blankets, water, powerbank, food packages and emergency toileting supplies.
- 17.8 Unit members shall have access to telephone service or an equivalent emergency communication device for emergency use on duty.
- 17.9 The Academy will follow appropriate federal, state and local public health guidelines regarding pest control, including, as required, advance notice to unit members of the names of chemicals to be used.

- 17.10 All unit members shall have access to a secure locked storage compartment for personal property.
- 17.11 Wellness Facilities: The Academy shall provide a dedicated space for unit members to express breast milk consistent with state law. Break time provided for this purpose shall, if possible, run concurrently with any break time already provided to the unit member and shall not seriously disrupt the operations of the Academy.
- 17.12 In the event of an emergency, to the extent practicable, the Academy will keep unit members informed of important nonconfidential information through their emails and any emergency notification system the Academy elects to use, prior to parents and the public being informed.

Dangerous Student Actions & Assault

- 17.13 Unit members who deem their safety, or the safety of other students, to be endangered by a student's actions should refer such student to the Site Administrator, or designee as soon as possible along with clear communication of the situation. Prior to returning the student to the unit member's class, the Administrator, or designee, will communicate with the unit member that the student has been seen.
- 17.14 Unit members will be notified, by accessing the student cumulative file and/or Site Administrator or designee, of any known instances of the following for students assigned to their rosters: pending, current, or expulsions or any criminal convictions involving threat of violence or violence. Unless prohibited by law, unit members shall be notified concerning any students under their care who are subject to an IEP, BIP, 504, and/or Safety Plan which identifies any specific dangerous propensities of such students.
- 17.14.1 The Academy shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any acts listed in Education Code section 49079 and the corresponding enumerated offenses set forth therein. The Academy shall provide the information to the teacher based upon any records that the Academy maintains in its ordinary course of business, or receives from a law enforcement agency, regarding pupils described in Education Code section 49079.
- 17.14.2 Unit members will receive the IEP, BIP, 504, and/or Safety Plan within three (3) days of the Academy's receipt of a new student's IEP, 504 and/or Safety Plan.
- 17.15 Unit members shall immediately report cases of assault, attacks, physical and/or verbal threats suffered in connection with their employment to their Site Administrator, or designee. The unit member may report the incident to local law enforcement. The Academy or designee shall comply with any reasonable request from the unit member for information in the possession of the Academy relating to the incident or the person(s) involved, and shall act in appropriate ways as liaison between the unit member, local law enforcement and courts.

- 17.16 In responding to disruptive persons on campus, unit members may request the Academy take appropriate action to eliminate such disruption. Such action to be taken shall be in the discretion of the Academy but may include ouster measures or possibly injunctive relief.
- 17.17 In accordance with applicable law, a unit member may use reasonable physical control as is necessary to protect oneself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain a dangerous object from the person.

Personal Property and Liability

- 17.18 Employees shall continue to assume liability for their own vehicles.
- 17.19 Personal property, which is to be used within the classroom for instructional purposes, must be registered in the school office and authorized by the administrator in charge before being brought onto the campus. The Palmdale Aerospace Academy will not be responsible for damages or theft to the unit member's personal property.
- 17.20 The Academy will make an effort to notify a unit member that their classroom may be used by third parties.
- 17.21 The Academy shall maintain liability insurance for protection against lawsuits arising from performing required work duties.

School Closures

- 17.22 In the event of an emergency closure of Academy facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits.

Pupil Transportation

- 17.23 Should the Academy request that a unit member transport a pupil or pupils in a vehicle owned by the Academy, the Academy shall provide full primary liability coverage for any liability which may occur during such an assignment. Unit members shall be provided with documentation of primary liability coverage which shall be carried in the vehicle during such assignments.
- 17.24 No bargaining unit member shall be required to transport pupils in Academy vehicles against their will.

Specialized Health Care Procedures

- 17.25 Regularly, at least at the beginning of each semester and when a new student enrolls in the class, the Academy shall provide each unit member with a confidential communication informing them of any health issue involving all individual students.

Such information will prepare unit members to react, if a student should experience a medical emergency in their classroom or in the school at large.

- 17.26 The Academy shall comply with all applicable laws and provisions so unit members may work and provide specialized health care in a safe appropriate environment.

**ARTICLE XVIII
PERSONNEL FILES**

Personnel File

- 18.1 The contents of all personnel files shall be kept in strictest confidence.
- 18.2 All personnel files will be considered confidential. The Academy will restrict disclosure of personnel files to authorized individuals within the Academy. Only the Superintendent and/or designee is authorized to release information about current or former employees. Disclosure of information to outside sources will be limited. However, the Academy will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations or as otherwise legally required.
- 18.3 The Academy shall respond to a request to make the personal file available to the unit member within three (3) business days of the request.
- 18.4 In accordance with Labor Code 1198.5, the employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request.
- 18.5 Materials which may be excluded from inspection include: records relating to the investigation of a possible criminal offense; letters of reference and ratings, reports, or records that were: obtained prior to the employee's employment; prepared by identifiable examination committee members; and obtained in connection with promotional examination.
- 18.6 Information of a derogatory nature shall not be entered or filed unless and until the unit member is given written notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, their own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction. The employee may attach a response to any disputed item in the file.

- 18.7 Credible complaints of, substantiated investigations into, or discipline for egregious misconduct will not be expunged from an employee's personnel file, unless the complaint is heard by an arbitrator, administrative law judge, or the Board, and the complaint is deemed to be false, not credible, unsubstantiated, or a determination was made that discipline was not warranted.
- 18.8 All material placed in a unit member's personnel file shall be dated and, if applicable, signed by the person who caused the material to be prepared.

ARTICLE XIX REDUCTION IN FORCE

Scope

- 19.1 Layoffs may occur due to programmatic needs, declining or insufficient enrollment or reduction in funds. Prior to considering any layoff of unit members, the Academy shall ten (10) work days prior to the issuance of lay off notices, meet with the Association to discuss the impact of the layoff. Any decisions about layoffs will be based first and foremost on what is best for the Academy, students, and the integrity of the academic program.
- 19.2 The Academy reserves the right to conduct a reduction in force of bargaining unit members during the term of this Agreement.
- 19.3 The Association reserves the right to negotiate the impacts and effects of the layoff.

Notice

- 19.4 The Academy does not anticipate a layoff situation during the course of the school year. However, in that event, an employee covered by this Agreement who is laid off during the school year will be given thirty (30) days notice and two-tenths (2/10th) of their annual base salary as severance, and added to the rehire list in accordance with this Article.
- 19.5 In the event the Academy wishes to initiate a layoff to take effect in the following school year, final notice of any certificated layoffs will be finalized by May 15 of each school year, but may be determined sooner. To the extent possible, preliminary layoff notices will be distributed by March 15. This will allow time for an assessment of any attrition.

Procedure

- 19.6 If layoffs take place, the following procedure shall be followed:
 - 19.6.1 The Administration determines the particular kinds of service in which the layoff will occur.
 - 19.6.2 Before issuing a layoff notice to any member, volunteers holding the same credential and teaching the same subject area being reduced shall be sought first. Potential volunteers must be notified that they have no return rights (other than the Rehire List below).

Order of Layoff

- 19.7 In the event the Academy determines to lay off a unit member, the following criteria shall be considered: employment status, credentialing, and length of service with the Academy. All criteria being equal, expertise, relevant experience, and documented performance, including annual evaluations may be used as tie breaking criteria. In the event that

management determines all aspects are equal, length of service with the Academy will prevail.

- 19.8 For purposes of this Article, a unit member's length of service is based on the date on which they began paid introductory services with the Academy. For any unit member with a break in service, the most recent date of regular employment is the length of service date. For the purposes of this Article, a break in service is defined as an unpaid leave of absence of more than twelve (12) months or a separation of employment.

Rehire List

- 19.9 For a period of thirty-nine (39) months from the effective date of the layoff, unit members will remain on a Rehire List and will be given first consideration for placement at their worksite. Rehire will be carried out on a worksite-by-worksite basis. In the event that the number of available positions is less than the number of unit members from a given worksite, the criteria above shall apply. The final decision regarding rehire is with the Academy.
- 19.10 The offer of reemployment is to be made by phone call, email, and via certified mail to the address on file for the unit member. The unit member shall have ten (10) business days from the date of the notice to respond to the offer.
- 19.11 Unit members who decline an offer of reemployment will be removed from the Rehire List and will have to reapply for reconsideration of future employment.
- 19.12 Within thirty-nine (39) months of the effective layoff date, no prospective employee will be offered a position until every qualified unit member on the Rehire List has had an opportunity to attain a position in accordance with this section.
- 19.13 When a unit member is reemployed, the time spent on the Rehire List shall not constitute a break in service, but for all purposes will be treated as time spent on an unpaid leave of absence.

Grievance Procedure

- 19.14 The Academy's decision to conduct a layoff and its determination of who to layoff are not subject to grievance. However, alleged violations of the above procedures are subject to the grievance procedures in this Agreement.
- 19.15 In the event that the Academy makes an error with respect to the procedures and criteria noted in sections above, the remedy will be to restore employment to the affected member and the time prior to restoration will not be considered a break in service.

**ARTICLE XX
SPECIAL EDUCATION**

Definitions

- 20.1 Caseload: refers to the number of students with an Individual Education Program (IEP) for whom the special education teacher, speech and language pathologist, and school psychologist is assigned.
- 20.2 Case Manager: The staff member responsible being the primary point of contact for the parents, students, and staff. The case manager is responsible for writing and maintaining the Individualized Educational Program (IEP), all related paperwork and assessments, communication with all service providers, and compliance with all legal requirements.
- 20.3 Workload: refers to all activities required and performed by the school-based service provider. This includes the caseload (e.g. number of individual students served), but also refers to all activities that are necessary and important to support students' educational programs, implement best practices for school Special education services, ensure compliance with educational mandates, and fulfill the responsibilities that are associated with working in a school setting.
- 20.4 Crisis: an event or circumstance involving a student, students, or parents including but not limited to suicide, grief counseling, suicide risk, threat assessment, etc.
- 20.5 Co-Teaching-Special Education Model: Having two teachers, one general education and one special education teacher in the classroom, who co-plan, co-instruct, co-assess and co-evaluate their diverse students to implement curriculum in an inclusive setting.
- 20.6 Conference Period: A non-instructional period of time set aside for Resource Specialist Program (RSP), Language and Speech Specialist (LSS), to provide direct and indirect services and support associated with the assignment.

Special Education

- 20.7 Unit members shall be compensated at their extra duty rate of pay for a crisis that requires the unit member to be on campus more than thirty (30) minutes past their contracted work day.
- 20.8 The Academy and Association acknowledge that the duties of a case manager are distinct from those of a general education unit member. Special Education unit members have instructional duties as well as case management duties.
- 20.9 Special education unit members work year as outlined in the Work Day/Work Year article. In cooperation with administration to secure a substitute, each special education teacher and speech and language pathologist shall receive ten (10) full release days per

year, at no loss of pay, to complete mandated non-instructional case management duties and assessment duties for students on their caseload.

- 20.9.1 These days are not to be used for additional training or an increase of workload.
- 20.9.2 These days will be scheduled quarterly between school site administrators and the unit member based on the needs of the caseload/workload.
- 20.9.3 These days can be taken in full day increments with the unit member's immediate supervisor's approval.
- 20.9.4 Special education teachers will be given a substitute to cover their classroom.
- 20.9.5 Special education teachers will perform release day duties while on campus.
- 20.9.6 Special education teachers will provide the site administrator with a schedule of activities for the release day.
- 20.10 Middle School/High School special education teachers will be given one (1) conference period to complete case management work.
- 20.11 During class periods when special education teachers have conference periods, the special education teachers can be assigned to cover a class if all other options have been exhausted. The special education teacher will be paid at the extra duty rate.
- 20.12 Caseloads will be fair and equitable across the school sites, including elementary staff having to provide services at the secondary site. Students in the initial evaluation process will be distributed equally amongst all special education teachers.
- 20.13 Caseloads for resource specialists and Speech Language Pathologists will be in accordance with California Education Code and in the Class Size Article. Aside from co-taught classes, resource specialists shall not simultaneously be assigned to serve as resource specialists and to teach general education classes.
- 20.14 The Academy will use its best effort for caseloads not to exceed students spanning four (4) grade levels at the elementary site or caseloads will be limited to middle school or high school at the secondary site. When caseloads surpass four (4) grade levels for thirty (30) consecutive calendar days, the unit member will receive \$300 a month, per additional grade level, and one (1) additional IEP release day, per quarter.
- 20.15 The Academy will provide one (1) instructional assistant for the speech and language department to provide daily support.
- 20.16 Special Education unit members shall receive the same number of professional development days as the other unit members as outlined in the Work Day/Work Year article, with one (1) day dedicated to legal updates, best practice, and training for IEP teams, including discipline of special education students. Pertinent legal updates will be

provided to special education unit members during special education department meetings.

- 20.17 Special Education unit members shall be provided with specialized training upon request and with approval of their immediate supervisor. Approved training that occurs beyond the unit member's regularly contracted day shall be compensated at the unit member's hourly rate of pay.

Aggressive Behavior and Violent Outbursts in Class

- 20.18 For aggressive behavior or violent outbursts by a student toward staff, if the site based administrator deems it necessary, the case manager will convene an IEP meeting within two (2) work days.
- 20.19 If an injury results from a violent attack of a student in special education, the unit member will report the incident immediately to the administrator, and the administrator responsible for risk management. The administrator(s) will initiate a program/safety review. The Academy will annually notify unit members who is the administrator responsible for risk management.
- 20.20 Unit members who participate in co-teaching partnerships (two teachers assigned to one classroom or period) shall collaborate during Academy provided prep time, if any.
- 20.21 Bargaining unit members will be provided with the opportunity to participate in professional development either prior to or concurrently with the implementation of new or changes to existing policy and procedure, instructional and/or assessment programs. The current policies and procedures will be posted on the shared drive.
- 20.21.1 Special Education unit members shall be provided a link to the electronic Special Education Resources Padlet containing pertinent information and support.

Due Process Procedures

- 20.22 When a unit member is required to participate in mediation/fair hearing or other due process procedures, the Academy shall provide the unit member with release time without loss of compensation. If due process procedures are held after regular hours of employment, unit members shall receive their extra hourly rate of pay.
- 20.23 Counsel retained to represent the Academy in due process shall consult with the unit member if the unit member is required to participate in mediation/fair hearing or other due process procedures.

Responsibilities

- 20.24 Special education unit members will be required to collect data on the student's progress, write IEPs, hold IEP meetings, and write progress notes.
- 20.25 General education unit teachers will be required to:
- 20.25.1 Complete questionnaires and provide input on students' present levels, attend and actively participate in IEP meetings, and provide the accommodations and services as stated in the IEP.
 - 20.25.2 Provide special education teachers with progress monitoring data two (2) weeks prior to each grading period.
- 20.26 Scheduling of IEPs, meeting invitations, signature gathering, and clerical amendments shall be the responsibility of the case manager.

Instructional Aide Time

- 20.27 With the exception of one-on-one aides, the Academy shall provide no less than three (3) instructional aides to assist the elementary special education teachers assigned to a special education class/resource specialist program. Each special education teacher will receive no less than one (1) instructional assistant. This assistance shall occur for the entirety of the unit member's instructional day.
- 20.28 The Academy shall provide no less than one (1) instructional aide to assist each Secondary special education teacher assigned to a special education class/resource specialist program. This assistance, which does not apply to co-taught classes, shall occur for the entirety of the unit member's instructional day.
- 20.29 In the absence of an assigned instructional assistant, the Academy will make a good faith effort to cover the absence with a substitute instructional assistant.

Miscellaneous Provisions

- 20.30 The Academy will provide the special education unit members with the following items:
- 20.30.1 Two-sided printer and scanner will be made available to the unit member for IEP management.
 - 20.30.2 Access to a color printer for special education unit members to use for student materials and IEP related work.
 - 20.30.3 Student materials as listed in a student's IEP at no cost to the unit member or the unit member's classroom budget.
 - 20.30.4 Paper and ink for IEP paperwork shall be provided by the site.

20.31 The Academy will provide substitute coverage for special education teachers as first priority.

ARTICLE XXI
INTELLECTUAL PROPERTY & PROFESSIONAL RIGHTS

Academic Freedom

- 21.1 It is the policy of the Academy that all instruction shall be fair, accurate, objective, appropriate to the age and maturity of the pupil, sensitive to the community needs and values of our diverse cultures and heritages, and consistent with the California academic content standards.
- 21.2 A unit member shall not utilize their position to indoctrinate pupils with their own personal, political and/or religious views.
- 21.3 No teacher's classroom or classroom instruction shall be recorded in any way, shape, manner or form, by any type of electronic device without the expressed prior consent of the teacher. (Education Code 51512)
- 21.4 Academic freedom shall be guaranteed to unit members to the full extent of the law. Included in this freedom but not limited to it is the right to study, investigate, present, and interpret facts and ideas related to the course.

Right to Materials

- 21.5 The respective rights of a unit member and the Academy as to ownership of materials and publications developed by the unit member shall be subject to applicable State and Federal Law.
- 21.6 Upon termination of employment, the Academy shall provide a reasonable opportunity for a unit member to remove their intellectual property from Academy facilities and computer hardware.

**ARTICLE XXII
CONSULTATION**

- 22.1 The Association has the right to consult with the Board on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks. (Government Code section 3543.2)
- 22.2 The Academy will provide written notice to the Association that action on any matter of consultation is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith, i.e. with a willingness to listen, consider, and to give and accept reasons for their actions or positions.
- 22.3 Within ten (10) days of receipt of written notice from the Association, the Academy will meet with the Association for the Association to exercise its right to consult.

**ARTICLE XXIII
SEVERABILITY**

- 23.1 If any part or provision of this Agreement herein is rendered or declared invalid by any existing or subsequently enacted legislation or by an decree of a court of competent jurisdiction, or the Public Employment Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- 23.2 In such an event, the Academy and Association shall, upon written request of either party, commence negotiations within twenty (20) days regarding the means of compliance with such law or decision.

**ARTICLE XXIV
STATUTORY CHANGES**

- 24.1 Legally mandated improvements in contractual provisions included in this Agreement which are brought about by the amendment or addition of statutory guarantees now provided in California or Federal law shall be incorporated into this Agreement as of the date the statute went into effect.
- 24.2 Reduction or elimination of contractual provisions which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties within twenty (20) days of such amendment or repeal to negotiate whether or not such amendments or repeals shall be incorporated into this Agreement. Absent an agreement, no reduction or elimination of statutory guarantees of benefits included in this agreement shall apply, unless said amendment or repeal of a statutory guarantee, which reduces or eliminates a contractual provision, is legally mandated to be incorporated into this Agreement.
- 24.3 Except as provided in Article IV, Management Rights, the parties will agree on a negotiations date within twenty (20) days of the enactment of any state or federal law that effects a term or condition of employment and requires negotiations on a particular topic.

**ARTICLE XXV
ASSIGNABILITY**

- 25.1 This Agreement is assignable. The Academy agrees to reasonably involve the Association in any decision leading to a merger, affiliation, change of affiliation, change of employer or transfer of employees. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counter proposals in writing. The Academy shall take final action only after such involvement.
- 25.2 Terms and conditions of the assignment of this Agreement shall be developed with reasonable involvement of the Association. Reasonable involvement shall be defined as providing for a meaningful exchange of proposals and counter proposals in writing. The Academy shall take final action only after such involvement.
- 25.3 The current collective bargaining agreement shall remain in full force and effect until a successor agreement has been ratified by the successor governing agency/employer and the Association.

**ARTICLE XXVI
PUBLICATION**

Article Publication

- 26.1 Within thirty (30) calendar days of ratification of the Agreement by both parties herein, the Academy shall post the entire collective bargaining agreement on the Academy's website and notify unit members via e-mail of the internet link to the electronic agreement. The Academy shall provide one (1) hard copy of the entire collective bargaining agreement to any unit member, upon request.
- 26.2 The Association may additionally choose to post the electronic copy of the entire collective bargaining agreement online.

**ARTICLE XXVII
RENEGOTIATION**

- 27.1 No later than April 30 of the year in which this Agreement expires, the Association and Academy shall submit their initial proposals to each other for a successor Agreement. The Academy shall give proper public notice of such proposals at the first Board meeting following the submission of the proposals.
- 27.2 For the 2025-2026 and 2026-2027 school years, the parties shall submit their initial proposals to each other for contract re-openers no later than April 30 prior to the affected school years. For the 2025-2026 and 2026-2027 school years for the purposes of re-openers, the parties shall reopen Article IX, Compensation, and Article X, Health and Welfare Benefits, and each party shall be entitled to open two (2) additional articles. The Academy shall give proper public notice of such proposals at the first school Board meeting following the submission of the proposals.
- 27.3 The parties shall commence to meet and negotiate on re-openers or a successor Agreement beginning no later than ten (10) days after the completion of the public notice requirements listed above.

ARTICLE XXVIII
ENTIRE AGREEMENT

- 28.1 Any individual contract between the Academy and an individual unit member shall be made subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during the duration, shall be controlling.
- 28.2 This Agreement shall supersede any rules, regulations, or practices of the Academy which shall be contrary to or inconsistent with its terms. The provisions of the agreement shall be considered part of the established policies of the Academy.
- 28.3 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous agreements, both oral and written. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

**PALMDALE ELEMENTARY
TEACHERS ASSOCIATION:**

**THE PALMDALE AEROSPACE
ACADEMY:**

Andrew Ramirez, PETA President

David Lujan, Board President

Cindy Carver, PATA Bargaining Chair

Gina Lynch, Superintendent

Date of Ratification:

907-22/7039849.2

Appendix A – Salary Schedules



2024-2025 TPAA Certificated Salary Schedule Certificated Teacher 184 Day Work-Year

	Column A	Column B	Column C	Column D	Column E
Step	BA/BS In Credential Program/Intern	Bachelor + 30	Bachelor + 45	Bachelor + 60	Bachelor + 75
1	\$67,467	\$70,999	\$72,419	\$73,868	\$75,346
2	\$67,467	\$72,419	\$73,868	\$75,346	\$76,853
3	\$67,467	\$73,868	\$75,346	\$76,853	\$78,391
4	\$67,467	\$75,346	\$76,853	\$78,391	\$79,959
5	\$0	\$76,853	\$78,391	\$79,959	\$81,559
6	\$0	\$78,391	\$79,959	\$81,559	\$83,191
7	\$0	\$79,959	\$81,559	\$83,191	\$84,855
8	\$0	\$81,559	\$83,191	\$84,855	\$86,553
9	\$0	\$83,191	\$84,855	\$86,553	\$88,285
10	\$0	\$84,855	\$86,553	\$88,285	\$90,051
11	\$0	\$86,553	\$88,285	\$90,051	\$91,853
12	\$0	\$88,285	\$90,051	\$91,853	\$93,691
13	\$0	\$90,051	\$91,853	\$93,691	\$95,565
14	\$0	\$91,853	\$93,691	\$95,565	\$97,477
15	\$0	\$93,691	\$95,565	\$97,477	\$99,427
16	\$0	\$95,565	\$97,477	\$99,427	\$101,416
17	\$0	\$97,477	\$99,427	\$101,416	\$103,445
18	\$0	\$99,427	\$101,416	\$103,445	\$105,514
19	\$0	\$101,416	\$103,445	\$105,514	\$107,625
20	\$0	\$103,445	\$105,514	\$107,625	\$109,778
21	\$0	\$105,514	\$107,625	\$109,778	\$111,974
22	\$0	\$107,625	\$109,778	\$111,974	\$114,214
23	\$0	\$109,778	\$111,974	\$114,214	\$116,499
24	\$0	\$111,974	\$114,214	\$116,499	\$118,829
25	\$0	\$114,214	\$116,499	\$118,829	\$121,206
26	\$0	\$116,499	\$118,829	\$121,206	\$123,631
27	\$0	\$118,829	\$121,206	\$123,631	\$126,104
28	\$0	\$121,206	\$123,631	\$126,104	\$128,627
29	\$0	\$123,631	\$126,104	\$128,627	\$131,200
30	\$0	\$126,104	\$128,627	\$131,200	\$133,824
31	\$0	\$128,627	\$131,200	\$133,824	\$136,501
32	\$0	\$131,200	\$133,824	\$136,501	\$139,232
33	\$0	\$133,824	\$136,501	\$139,232	\$142,017
34	\$0	\$136,501	\$139,232	\$142,017	\$144,858
35	\$0	\$139,232	\$142,017	\$144,858	\$147,756

Master's Stipend: \$3,000 per year, paid monthly

National Board Certification or Doctorate: \$3,000 per year, paid monthly



**2024-2025 TPAA Certificated Salary Schedule
Special Education Teachers
186 Day Work-Year**

	Column A	Column B	Column C	Column D	Column E
Step	BA/BS In Credential Program/Intern	Bachelor + 30	Bachelor + 45	Bachelor + 60	Bachelor + 75
1	\$67,467	\$72,814	\$74,271	\$75,757	\$77,273
2	\$67,467	\$74,271	\$75,757	\$77,273	\$78,819
3	\$67,467	\$75,757	\$77,273	\$78,819	\$80,396
4	\$67,467	\$77,273	\$78,819	\$80,396	\$82,004
5		\$78,819	\$80,396	\$82,004	\$83,645
6		\$80,396	\$82,004	\$83,645	\$85,318
7		\$82,004	\$83,645	\$85,318	\$87,025
8		\$83,645	\$85,318	\$87,025	\$88,766
9		\$85,318	\$87,025	\$88,766	\$90,542
10		\$87,025	\$88,766	\$90,542	\$92,353
11		\$88,766	\$90,542	\$92,353	\$94,201
12		\$90,542	\$92,353	\$94,201	\$96,086
13		\$92,353	\$94,201	\$96,086	\$98,008
14		\$94,201	\$96,086	\$98,008	\$99,969
15		\$96,086	\$98,008	\$99,969	\$101,969
16		\$98,008	\$99,969	\$101,969	\$104,009
17		\$99,969	\$101,969	\$104,009	\$106,090
18		\$101,969	\$104,009	\$106,090	\$108,212
19		\$104,009	\$106,090	\$108,212	\$110,377
20		\$106,090	\$108,212	\$110,377	\$112,585
21		\$108,212	\$110,377	\$112,585	\$114,837
22		\$110,377	\$112,585	\$114,837	\$117,134
23		\$112,585	\$114,837	\$117,134	\$119,477
24		\$114,837	\$117,134	\$119,477	\$121,867
25		\$117,134	\$119,477	\$121,867	\$124,305
26		\$119,477	\$121,867	\$124,305	\$126,792
27		\$121,867	\$124,305	\$126,792	\$129,328
28		\$124,305	\$126,792	\$129,328	\$131,915
29		\$126,792	\$129,328	\$131,915	\$134,554
30		\$129,328	\$131,915	\$134,554	\$137,246
31		\$131,915	\$134,554	\$137,246	\$139,991
32		\$134,554	\$137,246	\$139,991	\$142,791
33		\$137,246	\$139,991	\$142,791	\$145,647
34		\$139,991	\$142,791	\$145,647	\$148,560
35		\$142,791	\$145,647	\$148,560	\$151,532

Master's Stipend: \$3,000 per year, paid monthly

National Board Certification or Doctorate: \$3,000 per year, paid monthly



**2024-2025 TPAA Certificated Salary Schedule
Psychologist**

196 Day Work-Year

	Column A	Column B	Column C	Column D
Step	Bachelor + Credential	Bachelor + 45 or MA/MA+0	Master + 30	Master + 45
1	\$97,636	\$99,589	\$101,581	\$103,613
2	\$99,589	\$101,581	\$103,613	\$105,686
3	\$101,581	\$103,613	\$105,686	\$107,800
4	\$103,613	\$105,686	\$107,800	\$109,956
5	\$105,686	\$107,800	\$109,956	\$112,156
6	\$107,800	\$109,956	\$112,156	\$114,400
7	\$109,956	\$112,156	\$114,400	\$116,688
8	\$112,156	\$114,400	\$116,688	\$119,022
9	\$114,400	\$116,688	\$119,022	\$121,403
10	\$116,688	\$119,022	\$121,403	\$123,832
11	\$119,022	\$121,403	\$123,832	\$126,309
12	\$121,403	\$123,832	\$126,309	\$128,836
13	\$123,832	\$126,309	\$128,836	\$131,413
14	\$126,309	\$128,836	\$131,413	\$134,042
15	\$128,836	\$131,413	\$134,042	\$136,723
16	\$131,413	\$134,042	\$136,723	\$139,458
17	\$134,042	\$136,723	\$139,458	\$142,248
18	\$136,723	\$139,458	\$142,248	\$145,093
19	\$139,458	\$142,248	\$145,093	\$147,995
20	\$142,248	\$145,093	\$147,995	\$150,955
21	\$145,093	\$147,995	\$150,955	\$153,975
22	\$147,995	\$150,955	\$153,975	\$157,055
23	\$150,955	\$153,975	\$157,055	\$160,197
24	\$153,975	\$157,055	\$160,197	\$163,401
25	\$157,055	\$160,197	\$163,401	\$166,670

National Board Certification or Doctorate: \$3,000 per year, paid monthly



**2024-25 TPAA Certificated Salary Schedule
Counselor
191 Day Work-Year**

Step	Column A	Column B	Column C	Column D
	Bachelor + Credential	Bachelor + 45 or MA/MA+0	Master + 30	Master + 45
1	\$74,731	\$76,226	\$77,751	\$79,307
2	\$76,226	\$77,751	\$79,307	\$80,894
3	\$77,751	\$79,307	\$80,894	\$82,512
4	\$79,307	\$80,894	\$82,512	\$84,163
5	\$80,894	\$82,512	\$84,163	\$85,847
6	\$82,512	\$84,163	\$85,847	\$87,564
7	\$84,163	\$85,847	\$87,564	\$89,316
8	\$85,847	\$87,564	\$89,316	\$91,103
9	\$87,564	\$89,316	\$91,103	\$92,926
10	\$89,316	\$91,103	\$92,926	\$94,785
11	\$91,103	\$92,926	\$94,785	\$96,681
12	\$92,926	\$94,785	\$96,681	\$98,615
13	\$94,785	\$96,681	\$98,615	\$100,588
14	\$96,681	\$98,615	\$100,588	\$102,600
15	\$98,615	\$100,588	\$102,600	\$104,652
16	\$100,588	\$102,600	\$104,652	\$106,746
17	\$102,600	\$104,652	\$106,746	\$108,881
18	\$104,652	\$106,746	\$108,881	\$111,059
19	\$106,746	\$108,881	\$111,059	\$113,281
20	\$108,881	\$111,059	\$113,281	\$115,547
21	\$111,059	\$113,281	\$115,547	\$117,858
22	\$113,281	\$115,547	\$117,858	\$120,216
23	\$115,547	\$117,858	\$120,216	\$122,621
24	\$117,858	\$120,216	\$122,621	\$125,074
25	\$120,216	\$122,621	\$125,074	\$127,576
26	\$122,621	\$125,074	\$127,576	\$130,128
27	\$125,074	\$127,576	\$130,128	\$132,731
28	\$127,576	\$130,128	\$132,731	\$135,386
29	\$130,128	\$132,731	\$135,386	\$138,094
30	\$132,731	\$135,386	\$138,094	\$140,856
31	\$135,386	\$138,094	\$140,856	\$143,674
32	\$138,094	\$140,856	\$143,674	\$146,548
33	\$140,856	\$143,674	\$146,548	\$149,479
34	\$143,674	\$146,548	\$149,479	\$152,469
35	\$146,548	\$149,479	\$152,469	\$155,519

National Board Certification or Doctorate: \$3,000 per year, paid monthly



**2024-2025 TPAA Certificated Schedule
Speech Language Specialist
186 Day Work-Year**

Step	Column 1
1	\$111,786
2	\$114,022
3	\$116,303
4	\$118,630
5	\$121,003
6	\$123,424
7	\$125,893
8	\$128,411
9	\$130,980
10	\$133,600
11	\$136,272
12	\$138,998
13	\$141,778
14	\$144,614
15	\$147,507
16	\$150,458
17	\$153,468
18	\$156,538
19	\$159,669
20	\$162,863
21	\$166,121
22	\$169,444
23	\$172,833
24	\$176,290
25	\$179,816
26	\$183,413
27	\$187,082
28	\$190,824
29	\$194,641
30	\$198,534
31	\$202,505
32	\$206,556
33	\$210,688
34	\$214,902
35	\$219,201

National Board Certification or Doctorate: \$3,000 per year, paid monthly

Appendix B – Grievance Form



3300 East Palmdale Blvd.
Palmdale, CA 93550
www.tpaa.org

Grievance Form

Name of Grievant: _____

Grade/Subject: _____

Date of Incident(s): _____

Date of Grievance Submission: _____

1. Description of the Grievance

(Provide a detailed explanation of the issue, including dates, circumstances, and any actions or events that led to this grievance. Attach additional pages if necessary.)

2. Contract Violation(s)

(Identify the specific provision(s) of the Collective Bargaining Agreement (CBA) or Academy policies that have been violated. Include section numbers or specific clauses where applicable.)

3. Witnesses (if applicable)

(List any witnesses to the incident, with names, positions, and contact information.)

- _____ (Name, Position,
Contact Info)
- _____ (Name, Position,
Contact Info)

• _____ (Name, Position, Contact Info)

4. Previous Steps Taken

(Describe any informal or formal actions you have taken to resolve this issue. Include meetings with administration, communications, or attempts to discuss the matter.)

5. Desired Resolution

(State the specific outcome or resolution you are seeking, such as corrective action, policy changes, or other remedies.)

6. Grievant's Signature

I certify that the above information is accurate and true to the best of my knowledge.

Signature: _____

Date: _____

7. Union Representative (if applicable)

(If you are being represented by a union representative, include their contact information and signature below.)

Union Representative Name: _____

Union Representative Contact Info: _____

Signature of Union Representative: _____

Date: _____

For Academy Use Only

Date Received: _____

Grievance Officer/Principal's Name: _____

Grievance Officer/Principal's Signature: _____

Date of Resolution/Next Step: _____

Appendix C – Stipend Salary Schedule

6

Stipend List 2024/2025

Stipend List	
Stipend Assignment	Semester Amount
Academy Wide Committees	\$500.00
Academy Wide Counseling Dept. Chair	\$2,000.00
ASB-HS	\$2,000.00
ASB-MS	\$2,000.00
AVID Coordinator-ES/MS	\$500.00
AVID Site Lead-ES/MS	\$500.00
CSF Advisor	\$1,000.00
Department Chair-MS/HS	\$500.00
Emergency Credential Mentor-ES/MS/HS	\$1,750.00
Grade Level Lead-MS/HS	\$500.00
Independent Study Coordinator (As Needed)	\$1,000.00
Leadership Team-ES	\$500.00
Link Crew-HS	\$800.00
New Teacher Mentor-ES/MS/HS	\$800.00
PBIS Team-ES/MS/HS	\$500.00
Robotics-ES	\$1,000.00
ARC Advisor	\$1,000.00
FTC Advisor	\$1,000.00
FRC Advisor	\$2,000.00
Safety Committee-ES/MS/HS	\$500.00
Science Olympiad Advisor-MS/HS	\$2,000.00
SST Coordinator-ES/MS/HS	\$500.00
WEB-MS	\$500.00
Yearbook-ES	\$500.00
Yearbook-HS	\$2,000.00
Yearbook-MS	\$2,000.00

Extra Duty Hourly Pay	
Extra Duty Hourly Rate	\$50.00

Appendix D -- Health Benefits Plans

Plan Type (PPO or HMO)	PPO	PPO	PPO	HMO	PPO
Carrier (Anthem Blue Cross, Blue Shield, or Kaiser)	Blue Shield	Blue Shield	Blue Shield	Kaiser	Blue Shield
District Name	The Palmdale Aerospace Academy-Effective 10/01/2024				
Certificated 2024-2025 SISC Plan Comparison					
2024-2025	Blue Shield-PPO	Blue Shield-PPO	Blue Shield-PPO	Kaiser-HMO	Blue Shield-PPO
	100-B \$20	90-A \$20	80-G \$30	Trad HMO \$10	Two Tier HSA \$5000 (Formerly Anchor Bronze)
MEDICAL - CALENDAR YEAR Deductibles & Maximums	Member Pays	Member Pays	Member Pays	Member Pays	Member Pays
Individual/Family Deductibles	\$100/\$300	\$100/\$300	\$500/\$1,000	\$0	\$5,000/\$10,000*
Individual/Family Out-of-Pocket (OOP) Max <small>(includes medical deductibles, co-insurance and co-pay)</small>	\$1,000/\$3,000	\$1,000/\$3,000	\$2,000/\$4,000	\$1,500/\$3,000	\$6,350/\$12,700*
PROFESSIONAL SERVICES					
Office Visit (OV) co-pay (\$0 Co-pay for 1st 3 visits Primary Care (N on Non-HSA PPO plans))	\$20	\$20	\$30	\$10	Deductible, then 30%
Urgent Care co-pay	\$20	\$20	\$30	\$10	30%
Specialists/Consultants co-pay	\$20	\$20	\$30	\$10	30%
Prenatal, postnatal office visit co-pay	\$20	\$20	\$30	\$0	30%
Scan: CT, CAT, MRI, PET etc.	0%	10%	20%	\$0	30%
Diagnostic X-ray & Laboratory Procedures	0%	10%	20%	\$0	30%
Infertility (Refer to Plan Document)	Not covered	Not covered	Not covered	Co-pay applies	Not covered
Preventive Care (includes physical exams & screenings)	0%	0%	0%	\$0	0%
	<small>(Ded Waived)</small>	<small>(Ded Waived)</small>	<small>(Ded Waived)</small>		<small>(Ded Waived)</small>
HOSPITAL & SKILLED NURSING FACILITY SERVICES					
Emergency Room visit <small>(co-pay waived if admitted)</small>	0%	10%	20%	\$100	30%
	\$100 co-pay	\$100 co-pay	\$100 co-pay		\$100 co-pay
Inpatient Hospital (preauthorization required) - limits may apply	0%	10%	20%	\$0	30%
Outpatient Hospital	0%	10%	20%	\$10	30%
Surgery, Outpatient (performed in Surgery Center)	0%	10%	20%	\$10	30%
Surgery, Outpatient (performed in a Hospital) - limits may apply	0%	10%	20%	\$10	30%
MENTAL HEALTH & SUBSTANCE ABUSE TREATMENT					
INPATIENT: Facility Based Care (authorization required)	0%	10%	20%	\$0	30%
OUTPATIENT: Facility Based Care (authorization required)	0%	10%	20%	\$10	30%
OTHER SERVICES					
Ambulance (Ground or Air)	0%	10%	20%	\$50	30%
	\$100 co-pay	\$100 co-pay	\$100 co-pay		\$100 co-pay
Acupuncture - limits apply	0%	10%	20%	\$10/30 visits (through ASH) combined w/chiro	30%
Chiropractic - limits apply	0%	10%	20%	\$10/30 visits (through ASH) combined w/acu	30%
Durable Medical Equipment (DME)	0%	10%	20%	no charge	30%
Physical and Occupational Therapy - limits apply	0%	10%	20%	\$10	30%
Hearing Aids	Amount in excess of \$700 allowance/24 months	10% and Amount in excess of \$700 allowance/24 months	20% and Amount in excess of \$700 allowance/24 months	amount in excess of \$500 allowance every 36 months	30% and Amount in excess of \$700 allowance/24 months
PHARMACY BENEFITS					
Plan	9-35	9-35	9-35	Trad HMO \$10	HSA Rx
Pharmacy Benefit Manager	Navitus	Navitus	Navitus	Kaiser	Navitus
Individual/Family Brand & Specialty Rx Deductibles	none	none	none	none	included w/ Medical ded.
Individual/Family Rx Out-of-Pocket (OOP) Max <small>(includes Rx deductibles and co-pay)</small>	\$2,500/\$3,500	\$2,500/\$3,500	\$2,500/\$3,500	included w/ Med OOP Max	included w/ Med OOP Max
Generic co-pay/30 days supply	\$0 at Costco \$9 at Other Network	\$0 at Costco \$9 at Other Network	\$0 at Costco \$9 at Other Network	\$10 up to 100 day supply	Deductible, then \$0 at Costco or \$9 at Other Network
Brand co-pay/30 days supply	\$35	\$35.00	\$35.00	\$10 up to 100 day supply	Deductible, then \$35
Specialty co-pay/up to 30 days supply	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$35 Must Use Navitus Mail	\$10 up to 30 day supply	Deductible, then \$35 (Must Use Navitus Mail)
Mail Order (Generic brand co-pay/90 days supply)	\$0-\$90	\$0-\$90	\$0-\$90	\$10-\$10/up to 100 day supply	Deductible, then \$10-\$90
Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Costco Mail Order Pharmacy	Kaiser Mail Order Pharmacy	Costco Mail Order Pharmacy
<small>This sheet is only a brief summary of In-Network patient costs. Please refer to the plan documents available through your district for applicable details, limitations, and exclusions. Out-of-Network services may not be covered. Employee cost/payroll deduction, if applicable, can be requested from the district.</small>					
Delta Dental - \$2,700/\$2,000 and \$2,000 Orthodontics	<small>All medical plans come with the Delta Dental PPO Incentive Plan \$2200 (Primary provider) \$2000 (PRO Provider) annual maximum and \$2,000 Orthodontics lifetime Maximum.</small>				
Vision Service Plan (VSP)	<small>All medical plans come with Vision Service Plan - VSP Plan B \$20 (co-pay \$400, \$100, and \$100 every calendar year).</small>				
2024-2025	Composite	Composite	Composite	Composite	Single/2Party/Family
Monthly Medical and Rx Premium	\$1,802.00	\$1,743.00	\$1,480.00	\$1,486.00	\$650/ \$1036/ \$1036
Dental - DD 2000 annual max	\$119.40	\$119.40	\$119.40	\$119.40	\$119.40
VSP Vision Plan B \$20 copay	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50
Monthly Cost of Plan	\$1,942.90	\$1,883.90	\$1,620.90	\$1,626.90	\$790.90/ \$1176.90/ \$1176.90
Annual (12Mth) Cost of Plan	\$23,314.80	\$22,606.80	\$19,450.80	\$19,522.80	\$9490.80/\$14122.80/\$14122.80
District Cap	\$18,625.00	\$18,625.00	\$18,625.00	\$18,625.00	\$18,625.00
Annual Difference	\$4,689.80	\$3,981.80	\$825.80	\$897.80	-
Monthly Payroll Deduction (12Mth)	\$390.82	\$331.82	\$68.82	\$74.82	\$67.50/ \$67.50
Initial in the box under the plan you wish to be enrolled	Initial	Initial	Initial	Initial	Initial
<small>This is my Open Enrollment Election. I understand that I will remain enrolled on this plan until next open enrollment at which time I may elect to change to another medical plan unless I have a qualifying event that allows a change in plans and I notify my employer within 31-days. I also understand the plan I elected may require a payroll deduction. Please note: Payroll deduction is subject to change based on market prices. No change will be made without notification to employees.</small>					
PRINT NAME	SIGNATURE	DATE			

Appendix E – Sick Leave Donation Form



3300 East Palmdale Blvd.
Palmdale, CA 93550
www.tpaa.org

SICK LEAVE DONATION FORM (Certificated Staff)

Employee Information (Donor):

Name of Donor (Employee Donating Leave): _____

Position/Title: _____

School Site/Department: _____

Employee ID #: _____

Phone Number: _____

Email Address: _____

Donation Details:

I hereby voluntarily donate my accrued sick leave to the following employee:

Name of Recipient (Employee Receiving Donation): _____

Position/Title: _____

School Site/Department: _____

Number of Sick Leave Days Donated:

Full Day(s) Half Day(s)

Total Number of Days Donated: _____

Note: A maximum of 30 sick leave days may be donated in one calendar year.

Date Donation is Being Made: _____

Employee Acknowledgment and Authorization

I understand and agree that:

1. **Voluntary Donation:** The donation of sick leave is strictly voluntary.

2. **Donation in Full or Half Days:** Sick leave is donated in full or half-day increments, without regard to the dollar value of the donated or used leave.
3. **Maximum Donation Limit:** I may donate up to a maximum of 30 sick leave days in one calendar year.
4. **No Compensation for Donated Leave:** Once sick leave is donated, I will not receive compensation for the hours or days donated, and the leave cannot be returned.
5. **No Transfer to Other Recipients:** Donated sick leave cannot be transferred to any other employee once submitted.

By signing below, I authorize the transfer of my sick leave days to the recipient listed above.

Signature of Donor: _____

Date: _____

HR/Administrative Use Only

Received By (HR Representative): _____

Date Received: _____

Total Number of Sick Leave Days Donated: _____

Number of Days Available for Donation in Current Calendar Year: _____

Approved by Supervisor/Administrator (if required): _____

Name of Employee Receiving Donation: _____

Position/Title: _____

Signature: _____

Date: _____

Important Notice:

- Sick leave donations are governed by the Collective Bargaining Agreement between The Palmdale Aerospace Academy and Palmdale Aerospace Teachers Association.
- All donations are subject to approval by Human Resources and are limited to 30 days per calendar year. Donated sick leave is non-refundable and cannot be reallocated once transferred.

Appendix F – School Calendar

THE PALMDALE AEROSPACE ACADEMY



2024-2025

ELEMENTARY AND SECONDARY CALENDAR



S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Secondary (SS) Back to School	August 22
Elementary (ES) Back to School	August 29

ES and SS First Day of School	August 5
SS Minimum Day	August 23
ES Minimum Day	August 30
ES - Parent Conferences	September 19 - 20
ES and SS Minimum Days/SS Final Exam	December 18 - 20
ES - Open House	May 1
ES and SS Minimum Days/SS Final Exam	May 27 - 29
ES and SS Last Day of School	May 29

October 4
November 1
March 14
April 7

Great Shakeout	October 17
----------------	------------

Labor Day	September 2
Veterans Day	November 11
Thanksgiving Week	November 25 - 29
Winter Break	Dec. 23 - Jan. 10
Martin Luther King, Jr. Day	January 20
Presidents' Day	February 17
Spring Break	March 17 - 21
Lincoln's Birthday (Floating)	April 25
Memorial Day	May 26
Juneteenth	June 18

Quarter 1 Progress Report	October 18
SS - 1st Semester Final Exam Days	December 18 - 20
End of Semester 1	December 20
Quarter 3 Progress Report	March 14
SS - Second Semester Final Exam Days	May 27 - May 29
End of Semester 2	May 29

Elementary (ES)	661-520-5437
Secondary (MS/HS)	661-273-3680
www.taaa.org	

Appendix G – Evaluation Form (Instructional and Non-instructional)

Certificated Evaluation Form

Employee Name: _____ (Print) Date: _____		
Grade/Subject: _____ Evaluator: _____ (Print)		
Dates of: Observation _____ Post Observation conference _____ Evaluation conference _____		
RATING: 1. Meets Standards 2. Needs improvement to meet standards 3. Unsatisfactory- Does not meet standards *(A 2 or 3 rating requires recommendations for improvement)		
Standard 1: Engaging and Supporting All Students in Learning	Rating	Comments/Recommendations
<ul style="list-style-type: none"> ● Connects learning to students prior knowledge, backgrounds, life experiences and interests ● Uses knowledge of students to engage them in learning ● Connects subject matter to meaningful, real-life contexts ● Uses a variety of instructional strategies, resources and technologies to meet students' diverse learning needs ● Promotes critical thinking through inquiry problem-solving and reflection ● Able to monitor and adjust instruction based on data 		
Standard 2: Creating and Maintaining Effective Environments for Students	Rating	Comments/Recommendations
<ul style="list-style-type: none"> ● Promotes social development and responsibility where each student is treated fairly and respectfully ● Creates a physical or virtual learning environment that promotes student learning ● Establishes and maintains learning environments that are physically, intellectually, and emotionally safe ● Creates a rigorous learning environment with high expectations and support for all students ● Establishing and maintaining standards for student behavior ● Plans and implements classroom procedures and routines that support student learning ● Uses instructional time wisely 		
Standard 3: Understanding and Organizing Subject Matter for Student Learning	Rating	Comments/Recommendations
<ul style="list-style-type: none"> ● Demonstrates knowledge of subject matter, content standards and curriculum frameworks ● Organizes curriculum to support student understanding of subject matter ● Utilizes instructional strategies that are appropriate to the subject matter 		

<ul style="list-style-type: none"> • Uses materials, resources, and technologies to make subject matter accessible to students 		
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Standard 4: Planning Instruction and Designing Learning Experiences for All Students	Rating	Comments/Recommendations
<ul style="list-style-type: none"> • Utilizing students' backgrounds, interests, and developmental learning needs • Establishes and articulates academic goals for student learning • Develops short and long term instructional plans to support student learning • Modifies instructional strategies to adjust for student learning 		
Standard 5: Assessing Student Learning	Rating	Comments/Recommendations
<ul style="list-style-type: none"> • Utilizes a variety of assessments to monitor student learning • Collects and analyzes assessment data to inform instruction • Reviews data with students and parents to monitor academic growth • Utilizes technology to assist in assessment, analysis, and communication of student learning • Communicates student progress with student, families, and other audiences 		
Standard 6: Developing as a Professional Educator	Rating	Comments/Recommendations
<ul style="list-style-type: none"> • Reflects on teaching practice in support of student learning • Establishes professional goals and participates in professional development to grow professionally • Works with families and community to support student learning • Ability to balance professional responsibilities and maintain professional commitment to all students • Demonstrates professional responsibility, integrity, and ethical conduct 		

Commendations:

Recommendations and Assistance:

Employee: I certify that this evaluation has been discussed with me. I understand that my signature does not necessarily indicate that I agree with the evaluation. I understand that if I do not agree and wish to appeal this evaluation, I must notify the Human Resources Office, in writing, within ten (10) days from the date of this evaluation.

Employee's Signature: _____ Date: _____

Evaluator's Signature: _____ Date: _____

A copy of this evaluation will be placed in the Employee's Personnel File.

TENTATIVE AGREEMENT
BETWEEN
PALMDALE AEROSPACE TEACHERS ASSOCIATION
AND
THE PALMDALE AEROSPACE ACADEMY
DECEMBER 10, 2025

ARTICLE VI
EMPLOYMENT STATUS

Probationary Period

6.1 The probationary period shall be three (3) consecutive years of service with the Academy as a certificated bargaining unit member. **The probationary period shall be considered completed per section 6.6 below.**

Release During Probationary Period and Notice of Non-renewal

6.2 During the probationary term, the bargaining unit member may be released from employment without cause if the bargaining unit member is provided a notice of nonrenewal. Written notice of non-renewal of employment from probationary employment must be provided no later than April 15 of the work year in which the non-renewal notice is given. If the bargaining unit member is properly provided notice of non-renewal, then the bargaining unit member shall complete the term of the employment contract. A determination of non-renewal shall be final and shall not be subject to the grievance procedure.

6.3 During the probationary term, the bargaining unit member may be released from employment mid-year for just cause. A mid-year dismissal must be based on the same standards and grounds for cause articulated in Article 7, Employee Discipline, section 7.6, Causes for Discipline, applicable to permanent employees, except that "unsatisfactory performance" shall not constitute grounds for a mid-year dismissal of a probationary unit member. Notice of Recommended Dismissal of Probationary Unit Member will follow the process articulated in Article 7, Employee Discipline, section 7.14 et al, "Dismissal Process", applicable to permanent employees, except that "dismissal actions based on unit member's performance" shall not apply. Further, the dismissal recommendation may not be appealed to advisory arbitration. An independent investigation will be conducted at the unit member's request. The investigator will provide a report of findings to the Board. The investigator will be chosen by the Academy at its discretion.

Probationary Period During Implementation of First Contract

6.34 Unit members who have served with the Academy for at least three (3) complete work years and possess a clear credential as of July 1, 2024, will be given credit for completion of the probationary period.

Year of Service Defined

6.45 If a bargaining unit member is in contract paid status for seventy-five percent (75%) or more of the number of days in the work year, then that work year shall count as a complete year toward their probationary service.

Completion of Probationary Period

6.56 Upon completion of the probationary term, provided unit member has served at The Academy for one school year with and with a clear preliminary credential, unit members shall be classified as permanent effective July 1 of the next succeeding school year and shall only be disciplined and/or discharged in accordance with the just cause and progressive discipline provisions of this Agreement.

ARTICLE VII EMPLOYEE DISCIPLINE

Causes for Discipline

7.6 The following independently or collectively are causes for discipline:

- 7.6.1 Unsatisfactory performance. (Will not be the basis for mid-year dismissal of probationary unit members)
- 7.6.2 Use of profane, abusive or threatening language in conversations with other employees and/or intimidating or interfering with other employees.
- 7.6.3 Dishonesty, including but limited to tampering with or falsifying any report or record including, but not limited to, personnel, absentee, sickness or production reports or records, specifically including applications for employment.
- 7.6.4 Divulging confidential or protected student or employee information to unauthorized personnel.
- 7.6.5 Using or possessing firearms, weapons, or explosives of any kind on Academy premises. This may also include any look a like firearms, weapons, or explosives.
- 7.6.6 Violations of the Drug and Alcohol-Free Workplace policy.
- 7.6.7 Conviction of a felony or of any crime involving moral turpitude.
- 7.6.8 Insubordination - refusing to perform a lawful task or duty assigned or act in accordance with instructions provided by an employee's manager or proper authority.
- 7.6.9 Absence without leave, repeated tardiness or abuse of leave privileges.

- 7.6.10 Unprofessional conduct.
- 7.6.11 Violating any safety, health, or security procedure
- 7.6.12 Violations of the sexual harassment policy.
- 7.6.13 Failure to possess or maintain the credential/certificate required of the position.
- 7.6.14 Abandonment of position (absent without leave for three (3) days or more).
- 7.6.15 Immoral or indecent act, including, but not limited to, egregious misconduct.
- 7.6.16 Commission, aiding, or advocating the commission of acts of criminal syndicalism.
- 7.6.17 Evidence unfitness for service.
- 7.6.18 Physical or mental condition unfitting him or her to instruct or associate with children.
- 7.6.19 Persistent violation of or refusal to obey the school laws of the state or reasonable regulations prescribed by the Academy Board.
- 7.6.20 Violation of Section 51530 or conduct specified in Section 1028 of the Government Code.

Dismissal Process (Permanent Unit Members)

- 7.14 Notice of Recommended Dismissal will be made in writing and served in person or by certified mail upon the unit member by the Director of Human Resources or designee prior to dismissing the unit member from employment. Upon request, a copy will be concurrently provided to the Association President. The recommendation will contain:
 - 7.14.1 A statement of the specific acts or omissions upon which the action is based;
 - 7.14.2 A statement of the cause(s) for which action is recommended;
 - 7.14.3 Where applicable, the Academy policy, rules, regulation, or directive(s) violated;
 - 7.14.4 The penalty proposed and effective date;
 - 7.14.5 Where applicable, copies of the documentary evidence upon which the recommendation is based; and

- 7.14.6 Dismissal actions based on unit member's performance (e.g., evaluative conduct) may be appealed to binding arbitration following the PAR process (see below). (Will not be the basis for a mid-year dismissal of probationary unit members)
- 7.14.7 Dismissal actions based on unit member's behavior (e.g., issues involving student and staff safety, etc.) may be appealed to advisory arbitration, with a recommendation to the Board. The Board may accept, reject or modify the recommendation. The Board's decision will be final. (Probationary unit members may not appeal a dismissal recommendation to advisory arbitration. An independent investigation will be conducted at the unit member's request. The investigator will provide a report of findings to the Board. The investigator will be chosen by the Academy at its discretion.)
- 7.14.8 If timely appealed, the penalty will not be applied until the arbitrator's or Board's decision, as applicable, is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the dismissal hearing, the just cause for earlier discipline may be determined by the Board or arbitrator, if applicable. If a dismissal action is appealed, the Board's or arbitrator's decision on the dismissal action is final.
- 7.14.9 The Association must request a hearing by delivering written notice of appeal to the Superintendent within ten (10) working days after receipt of the notice of dismissal via certified U.S. mail or personal service. If the Association does not demand a hearing within the above timeline, dismissal may be imposed immediately by the Superintendent or designee.

ARTICLE IX COMPENSATION

- 9.1 Retroactive to July 1, ~~2024-2025~~ for the ~~2024-2025~~ 2025-2026 school year, the ~~2021-2022-2024-2025~~ Certificated Salary Schedules will be increased by ~~six~~ two percent (2%). In addition, all certificated unit members shall receive a one-time off schedule payment in an amount equal to one thousand dollars (\$1,000). Certificated unit members must be employed with the Academy on November 14, 2025, to receive retroactive pay and the one-time off-schedule payment.
- 9.1.1 ~~Effective February 1, 2025, the certificated salary schedule will be increased by two percent (2%) contingent upon the following:~~
- ~~(1) The Academy's ability to maintain a coverage ratio of 1.20; and~~
 - ~~(2) Receipt of a clear 2023-2024 audit.~~
- 9.1.2 ~~If either of the contingencies are not met, the parties agree to reopen compensation for 2024-2025.~~

~~9.1.3~~ Additionally, the Academy will pay each certificated unit member employed with the Academy as of the date of ratification, a one-time off-schedule payment of twelve thousand dollars (\$12,000), or a prorated amount based on the unit member's FTE. \$5,500 of the \$12,000 is in lieu of a retroactive salary increase for the 2023-2024 school year.

9.2.6 National Board Certification or Doctorate: \$3,000 per year, paid monthly. ~~Must keep certification.~~ If a unit member has both National Board Certification and a Doctorate, **the** unit member is only entitled to receive a single \$3,000 stipend. **National Association of School Psychologists and/or the ASHA Certification for Speech-Language Pathologists: \$2,000 per year, paid monthly. Must keep certification.**

ARTICLE X HEALTH AND WELFARE BENEFITS

10.6 The Academy will ~~increase~~ **provide** life insurance and accidental death and dismemberment ~~from \$15,000, per unit member, to~~ **in the amount of** \$50,000, per unit member. Any additional increase will be at the unit member's expense.

ARTICLE XII LEAVES OF ABSENCE

Bereavement Leave

11.33 A unit member, employed for at least thirty (30) days prior to commencement of leave, shall be granted up to five (5) **paid** days leave of absence in the event of death in the immediate family **or a unit member's reproductive loss event**. A member of the immediate family means mother, father, grandmother, grandfather, or a grandchild of the bargaining unit member or the spouse of the bargaining unit member, spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the bargaining unit member, designated person, or any relative living in the immediate household of the bargaining unit member. Such days need not be taken in consecutive order. Leave must be completed within three (3) months after the death of the immediate family member. Leave may be granted after three (3) months by the Academy, if requested, for a specific memorial event and shall not be denied arbitrarily or capriciously.

11.33.1 Reproductive loss events shall be granted consistent with Government Code section 12945.6.

11.33.2 "Reproduction loss event" means the day or, for multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

11.33.3 If the unit member experiences more than one reproductive loss event within a 12-month period, an employer shall not be obligated to grant a total amount of reproductive loss leave time in excess of twenty (20) days within a 12-month period.

11.33.4 Reproductive loss leave may be taken intermittently and shall be completed within three months of the event entitling the employee to that leave.

11.33.5 If, prior to or immediately following a reproductive loss event, the unit member is on or chooses to go on leave from work pursuant to Government Code section 12945, 12945.2, or any other leave entitlement under state or federal law, the unit member shall complete their reproductive loss leave within three (3) months of the end date of the other leave.

11.34 The Academy may require that the unit member provide documentation of the death of the family member including a death certificate, published obituary, or written verification of death, burial, or memorial service from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency. The documentation, if requested by the employer, must be provided within thirty (30) days of the first day of bereavement leave.

11.34.1 To confirm eligibility for reproductive loss leave, the Academy may request the unit member to provide reasonable documentation that a reproductive loss event has occurred. Acceptable documentation is:

11.34.1.1 A written statement by the unit member affirming that a reproductive loss event, as defined by law, has occurred; or

11.34.1.2 Documentation from a medical provider or licensed professional involved in the event (e.g., a fertility specialist, physician, adoption or surrogacy agency.)

11.34.2 Such documentation shall not require the disclosure of medical diagnoses or detailed personal information beyond confirming that a qualifying event occurred.

ARTICLE XII WORK DAY AND WORK YEAR

12.4 Psychologists will work one-hundred ninety-six (196) days, to include four (4) pupil free, professional development days. Psychologists may request to exchange non-student days with the approval of their immediate supervisor. This provision does not apply to professional development days.

- 12.16 Assignment of Extra Teaching Periods: The Academy shall determine both the necessity and timing of any additional teaching period assignments. When a teacher voluntarily agrees to teach an extra period (not period subbing), whether in place of their Planning/Preparation time or as an additional period (e.g., zero or seventh period, they shall be compensated at a rate of 0.1667 of their individual daily rate, as outlined in the current salary schedule. This compensation applies for each day the teacher provides instruction during the additional period, including days of paid leave (e.g. sick leave) when the teacher is scheduled to teach the extra period. Compensation for additional teaching period assignments shall not increase the unit member's base pay or daily rate of pay.**

Extra Teaching Period assignments shall be offered on a voluntary basis to appropriately credentialed teachers at the site. Permanent unit members shall be given priority based on programmatic needs. If no permanent unit member, who is offered, accepts the assignment, probationary teachers may then be offered the assignment. Once filled, the assignment shall continue through the end of the school year or until the need for the extra teaching period assignment concludes.

- 12.167 Elementary Early Release Day: The Elementary Site will end two (2) hours early one day a week. One (1) 60-minute block a week shall be at the administration's discretion. One (1) 60-minute block a week shall be used for preparation and planning at the unit member's discretion. In months where there are five (5) early release days, the extra (i.e. 5th) release day of the month will be used at the administration's discretion. Unit members shall utilize the remainder of the regular workday for staff development, IEP team meetings, meetings with parents and/or staff members, and/or planning and preparation for their assignment.**

- 12.178 Extended PLC learning opportunities outside the normal contractual hours shall be agreed upon by the PLC member and the Academy. Unit members will be compensated at their individual unit member's hourly rate of pay.**

- 12.189 The Academy will ensure that relief is provided, as needed, for emergency relief breaks.**

Parent/Guardian Requested Meeting

- 12.1920 Conferences and meetings with parents/guardians shall observe the following:**

12.1920.1 Parents/guardians wishing to meet with their child's teacher must provide a request to the teacher. Upon the teacher's agreement to the time and date, parents/guardians may meet with the teacher during the teacher's contracted workday. Any other time to meet must be with the approval of the teacher.

12.1920.2 Beyond Academy scheduled parent/guardian conferences, unit members will respond to a parent requested meeting within one (1) work day. Unit members may request administrative support as necessary.

Adjunct Duties

12.201 Site administrators will make a good faith effort to equitably distribute adjunct duties within the workday among unit members.

Failed Substitute

12.242 In the event that an appropriate substitute cannot be found, the site administrator shall seek volunteers, preferably from the same grade level or content area, to period substitute another member's class or to accept students into their class. If there are no volunteers, the site administrator may decide whether to require a unit member to period substitute during their preparation and planning period or to distribute the students into another unit member's classroom.

12.223 When there is a failed substitute, if the Academy divides a class, the bargaining unit member shall be compensated as follows:

12.223.1 Unit members teaching grades TK-6 shall be compensated at the extra duty rate of pay for the first (1st) five (5) students, inclusive, distributed to their class and an additional hour of extra duty rate for every five (5) students, inclusive, thereafter.

12.223.2 Unit members teaching grades 7-12 shall receive compensation at the extra duty hourly rate of pay for each hour, or portion of an hour, that the unit member covers a class period (i.e., going into or accepting students from another unit member's class).

General Provisions:

12.234 Unit members who travel from one worksite to another on a regular basis shall have adequate time to travel between sites.

12.245 The Academy shall ensure that each unit member has a key to their building, classroom, workroom, restroom, and elevator (if applicable) at the beginning of the school year.

12.256 The unit members will have access to the building at work before and after school hours, based on alarm setting schedule.

12.267 With the exception of special education unit members, the Academy will make every effort to not assign middle or high school unit members to more than four (4) different core content area preparations within a week, without first consulting with the unit member. If the member is assigned more than three (3) different core content course curricula per semester, the member shall receive a stipend in the amount of one thousand dollars (\$1,000).

12.28 Unit members will be provided technology to complete their job duties, that is in good or better condition.

Participation on Committees

12.279 Unit member participation on all Academy/site-wide committees shall be on a voluntary basis, and shall be compensated as set forth in Article IX, Compensation.

12.2830 Unit members who are selected to serve on the school site council pursuant to Education Code Section 65000 shall be granted release time during their workday at no loss of pay or benefits, provided the meetings are scheduled during their work day, to fulfill the obligations of their appointment.

Miscellaneous Provisions

12.31 All professional duties, including the submission of final grades [except for spring semester report card grades for unit members assigned students in grade eight (8) and/or twelve (12)], completion of required reports, and classroom closure tasks, shall be completed no later than two (2) working days following the official end date of the semester. Spring semester report card grades for unit members assigned students in grade eight (8) and/or grade twelve (12) will be due the first (1st) working day of the last week of the student calendar at the start of the bargaining unit member's work day. Any time spent by the unit member to complete required duties after the last scheduled workday shall be without additional compensation.

This tentative agreement is subject to ratification by both the Palmdale Aerospace Teachers Association (PATA)/
CTA/NEA and The Palmdale Aerospace Academy.



Cindy Carver
Bargaining Chair
Palmdale Aerospace Teachers Association



Christopher Riley
Director of Human Resources
The Palmdale Aerospace Academy

Appendix C - Stipend Salary Schedule
Stipend List 2024~~5~~/202~~5~~6

Stipend List	
Stipend Assignment	Semester Amount
Academy Wide Committees	\$500.00
Academy Wide Counseling Dept. Chair	\$2,000.00
ASB-HS	\$2,000.00
ASB-MS	\$2,000.00
AVID Coordinator-ES/MS	\$500.00
AVID Site Lead-ES/MS	\$500.00
CSF Advisor	\$1,000.00
Department Chair-MS/HS	\$500.00
Emergency Credential Mentor-ES/MS/HS	\$1,750.00
Grade Level Lead-MS/HS	\$500.00
Independent Study Coordinator (As Needed)	\$1,000.00
Leadership Team-ES	\$500.00
Link Crew-HS	\$800.00
New Teacher Mentor-ES/MS/HS	\$800.00
PBIS Team-ES/MS/HS	\$500.00
Robotics-ES	\$1,000.00
ARC Advisor	\$1,000.00
FTC Advisor	\$1,000.00
FRC Advisor	\$2,000.00
Safety Committee-ES/MS/HS	\$500.00
Science Olympiad Advisor-MS/HS	\$2,000.00
SST Coordinator-ES/MS/HS	\$500.00
WEB-MS	\$500.00
Yearbook-ES	\$500.00
Yearbook-HS	\$2,000.00
Yearbook-MS	\$2,000.00
Extra Duty Hourly Pay	
Extra Duty Hourly Rate	\$50 65 .00

