

**AGREEMENT
BETWEEN
SWEETWATER UNION HIGH SCHOOL
DISTRICT
AND
ADMINISTRATORS ASSOCIATION
SWEETWATER UNION**

January 1, 2026

Through

June 30, 2028



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ARTICLE 1

AGREEMENT

The Board of Education of the Sweetwater Union High School District of San Diego County, State of California and the Administrators Association Sweetwater Union, set forth in this document.

ARTICLE 2

ASSOCIATION RECOGNITION

- 2.1 Recognition: The Board hereby recognizes the Association as the exclusive negotiating representative of the members of the certificated management employee unit as defined by the Educational Employment Relations Board Decision Number HO-R-8 effective May 21, 2024.
- 2.2 The bargaining unit is composed of Principals and Assistant Principals (but does not include substitutes, temporary, interim, retired, or out of class employees serving as Principals and Assistant Principals).

ARTICLE 3

PROFESSIONAL DUES

- 3.1 Any unit member who is a member of the Association or who has applied for membership may sign and deliver to the Association an assignment authorizing deduction of member dues, initiation fees and general assessment in the Association. Such authorization shall continue in effect from year to year unless revoked in writing and delivered to the Association pursuant to the terms of the authorization.
- 3.2 The Association shall provide a list and copies of all signed deduction forms to the District. Pursuant to such authorization, the District shall deduct a proportionate amount from the regular salary check of the bargaining unit member each month. Deductions for bargaining unit members who sign such authorizations after the commencement of the school year shall be appropriately prorated, commencing with the months of employment, or month of beginning membership.
- 3.3 Unit member requests to cancel or change authorizations for payroll deductions shall be directed to the Association, and the Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions were properly canceled or changed.
- 3.4 With respect to all members' dues deducted by the Board pursuant to this Article, SDCOE, as the payroll agent for the District, agrees to remit promptly such monies to the Association accompanied by a list of unit members for whom such deductions have been made consistent with what is available by SDCOE. The Association shall indemnify and hold harmless the District from any claims, demands, or lawsuits arising out of the implementation of this section.
- 3.5 Those bargaining unit members who are on paid leave including part-time employees shall continue to pay dues to the Association consistent with Section 3.4, if they have voluntary dues authorization cards on file.
- 3.6 Bargaining unit members with payroll authorization on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty unless appropriately cancelled pursuant to this Article.
- 3.7 The Association agrees to timely furnish any information needed by the District to fulfill the provisions of this article. The Association shall indemnify and hold the District harmless from any claims, demands, or lawsuits arising out of provisions contained in this Agreement.

ARTICLE 4

ASSOCIATION RIGHTS

4.1 Rights of Access:

- A. The Association shall have the right to reasonable usage of buildings and facilities without charge and when not otherwise in use, subject to conditions governing usage under the Civic Center Act.
- B. The Association representative may request a visit with a unit member provided the visit does not interfere with assigned duties and the efficient operation of the school. Such request for visitation shall be granted unless the Supervisor determines that the unit member is needed for school and/or District business; such visitation may be terminated by the principal if the unit member's services are needed in case of emergency.

4.2 School Mail/Communication Equipment:

- A. The Association may use the District mail service and other communication equipment when materials are going to or coming from the Association office for communication to and from its unit members. Such use shall not interfere with the efficient operation of the District. The Association shall be responsible for the content of all information that it sends through District mail or other communication systems. A courtesy copy of non-confidential, generally distributed items will be given to the Director of Labor Relations at the appropriate time of distribution.
- B. Only an officer of the Association is authorized to place materials in unit member's school mailboxes. Any communication placed in mailboxes shall include the name of the Association and an officer of the Association delivering the materials.
- C. It is the responsibility of the Association to distribute Association materials at each school and/or at the District Administration Center by either placing the materials in individual mailboxes, the interschool mail service, or by personal delivery.

4.3 Release Time For Association Business:

The Association shall have ten (10) workdays per fiscal year (July 1 - June 30) of leave to use for Association business including attendance at local, state and national meetings, conferences and workshops. No substitutes shall be provided during release days.

In the event that there are problems or concerns with the implementation of Association leaves, either by the District or the Association, these issues shall be brought for resolution to the Director of Labor Relations, and the Association President or designee.

4.4 Data Provided by the District:

- A. Upon request, the Association shall be provided any public information reasonably required and requested in writing such as statistical reports, budgetary information, and other information which is pertinent to the unit members.

ARTICLE 5

DISTRICT RIGHTS

- 5.1 It is understood and agreed that the District retains all of its inherent and statutory powers, rights, authority, duties, and responsibilities to direct, manage, and control to the full extent of the law. It is agreed that all matters which are beyond the scope of negotiations are retained by the District. The provisions of this Article are not intended to expand the rights of the District beyond statutory or constitutional limits, or in any manner to waive or diminish the rights of the Association. Such retained rights include but are not limited to, the right to determine, establish, change or discontinue, in whole or in part, temporarily or permanently, any of the following matters subject only to the limitations set forth in other Articles of this Agreement:
- A. Determine its organization and structure;
 - B. Maintain the efficiency of operations and determine levels of service to be provided;
 - C. Direct the work of employees;
 - D. Establish staffing patterns and classifications;
 - E. Determine the number and kinds of personnel required;
 - F. Subject to limitations in other Articles of this Agreement, hire, assign, evaluate, discipline, and terminate employees;
 - G. Establish educational goals, curriculum, and instructional programs and schools;
 - H. Determine methods of raising or spending revenue;
 - I. Build, move, modify or close facilities;
 - J. Contract out work where services cannot be reasonably performed by current employees or where the position is not regularly budgeted;
 - K. Subject to limitations in other Articles of this Agreement, determine hours of operation, policies, rules, regulations, and procedures;
 - L. Determine safety and security measures and rules for students, employees, the public, properties, facilities, and equipment.
 - M. Take action on any matter in the event of an emergency. Emergencies shall include, but are not limited to, acts of God, fire, flood, riot, war, civil disorder, national emergencies, declaring staff mandatory emergency state workers, or other circumstances requiring immediate action.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District's adoption of policies, rules and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms are in conformance with the law.

ARTICLE 6

UNIT MEMBER RIGHTS

6.1 Right to Representation:

The District and AASU understand that unit members have a right to AASU representation, if requested, at meetings or conferences that could or may reasonably lead to disciplinary action or affect the unit members' employment.

6.2 Complaint Procedure:

- A. The District has an established protocol for receiving and processing complaints, including formal complaints as defined in the District protocols.
- B. It is the intention of all Parties to resolve complaints at the lowest possible level when appropriate. The Parties agree that many concerns and informal complaints can be handled through an informal resolution process. This section is intended to address formal complaints that require some level of investigation.
- C. Unit members and AASU shall be made aware of complaints within five (5) workdays of the date received by the District. Whenever appropriate, the identity of the complainant(s) will be made known to the unit member and a copy of the complaint will be provided to the unit member. If it is not appropriate to provide a copy of the complaint, the subject matter of the complaint will be provided.
- D. All complaints will be timely investigated according to District Administrative Regulations or Board Policy and the unit member shall be notified of the name and contact information of the assigned investigator. The investigation shall include an interview and/or discussion with the unit member against whom the complaint is filed. The unit member shall not refuse to meet with the investigator. The unit member has the right to request their AASU representative be present at their investigative meetings. The District will make reasonable efforts to share the expected timeline of the investigation with the unit member. The unit member, and if requested by unit member AASU, shall be provided in writing any investigative report and given notice if the report is being formally filed with Human Resources.
- E. The unit member may submit written comments which shall be attached to the report of findings and become a permanent part of the investigation document/file.
- F. This procedure shall not apply to any complaint regarding child abuse, discrimination, sexual harassment for which the District has a specific policy, regulation or procedure which governs investigation and resolution of the matter.

6.3 Personnel Files:

- A. Personnel files maintained in the Human Resources Services Department shall be made available for the unit member's review upon request, or any designee authorized in writing, after following procedures set forth by Human Resources. All personnel files shall be kept in confidence and inaccessible to unauthorized personnel. Personnel files shall be available for inspection only by authorized employees of the District when necessary of the administration of the District's affairs or supervision of the unit member.
- B. The unit member shall be given written notice and an opportunity to review and respond in a timely manner to any derogatory material placed in their personnel file.
- C. Materials from an investigation or complaint shall not be placed in a unit members' personnel file unless one or more of the allegations set forth are substantiated.
- D. Materials in a unit member's site/department personnel file will be forwarded to the new supervisor, upon appointment.

6.4 Unit Member Rights:

No adverse action shall be taken against unit members for participation/non-participation in AASU activities so long as proper procedures have been followed in securing access to those activities.

6.5 Unit Member Discipline:

- A. The District will provide unit members with timely due process rights during disciplinary actions. Disciplinary action may include letters of reprimand, suspension, demotion, or dismissal. No unit member shall be disciplined without cause and will have the right to their representative in any meeting or conference regarding proposed discipline.
- B. If a unit member wishes to contest the issuance of discipline, they may request review of the matter by the Superintendent or their designee as long as the designee is not the issuer of the letter of reprimand. The request for review must be made in writing to the Superintendent or their designee within ten (10) work days following either personal service or service by mail.
- C. Within ten (10) work days of receipt of the appeal, the Superintendent or their designee will meet with the unit member to discuss the discipline. The unit member may bring their representative to the meeting. The Superintendent or their designee will render a written decision as to whether the discipline is appropriate within ten (10) work days following the meeting.

- D. The decision of the Superintendent is not subject to the grievance procedure and is final.
- E. This procedure is in lieu of Education Code 44930 et seq.

ARTICLE 7

HOURS OF EMPLOYMENT/CALENDAR

7.1 Workday and Workweek:

The District recognizes that the responsibilities of principals and assistant principals do not lend themselves to a defined workday or work week of rigidly established length. The hours required will vary from day to day and week to week, however, the hours required of the administrator should be reasonable.

7.2 Partial Day Absences:

Given that exempt unit members have the supervisory obligation to organize their workdays according to their work assignment and individual responsibilities, they will often work more than the standard eight (8) hour day. Unit members who report to work and have a life event (ex: doctor's appointment, care of a family member, parent-teacher conference) that requires them to be off campus for two (2) hours or less should notify their supervisor. Absences of more than two (2) hours will be deducted from the leave balances.

7.3 Work Year:

A. The work year for unit members is as follows:

Principal 222 Work Year Days

Assistant Principal 205 Work Year Days

B. The following holidays and/or recess periods are recognized by the District as non-duty days/periods:

1. Labor Day
2. Veteran's Day
3. Christmas Eve
4. Christmas Day
5. New Year's Eve
6. New Year's Day
7. Dr. Martin Luther King Jr. Day
8. Lincoln's Birthday
9. Washington/President's Day
10. Cesar Chavez Day
11. Memorial Day
12. Juneteenth

13. 4th of July
14. Holiday declared by District in lieu of Admissions Day if holiday not observed on Admissions Day.

7.4 Floating Leave Day:

One (1) day noncumulative personal leave, which is not charged against sick leave, shall be granted to each Principal and Assistant Principal per year. The floating leave day must be used within the fiscal year or it shall be forfeited.

7.5 Work Year Calendar:

Work year calendars for all unit members shall be posted online within sixty (60) days of the Board of Education's adoption of the instructional/school calendar. The District agrees to meet with the Association to develop the work year calendar for Principals and Assistant Principals prior to finalizing and posting the Principal/Assistant Principals' work year calendar.

ARTICLE 8

WAGES

AASU Salary Schedules are attached as Appendix A

- 8.1 Effective January 1, 2026, or upon ratification by the AASU bargaining unit, whichever is later, there will be an increase of three and a half percent (3.5%) to the salary schedules for AASU unit members, and a two and a quarter percent (2.25%) lump sum off-schedule (based on base salary as of the December 2025 pay warrant), funded through one-time and ongoing budget solutions. Retroactive pay will only include the base pay increase that was effective January 1, 2026, or upon ratification by the AASU bargaining unit, whichever is later.
- 8.2 Retroactive Payments:
All retroactive pay shall be paid as soon as possible after ratification by the Board of Trustees and the Association.
- 8.3 Initial Placement on the Principal Salary Schedule:
An Assistant Principal within the District, who is promoted to a Principal position will be placed on the step on the salary schedule which provides an increase in the monthly salary rate of pay of at least eight percent (8%).
- 8.4 The Superintendent, or designee, may authorize a higher step or range placement for unit members when it is considered to be in the best interest of the District.
- 8.5 Reimbursement for Loss and/or Damage of Personal Property:
Unit members shall be reimbursed for loss, destruction, or damage by arson, burglary, or vandalism of personal property when such property is used by unit members in the performance of their respective assignments, in accordance and under the conditions set forth in Board Policy and Administrative Regulation 4156.3 (Employee Property Reimbursement).

ARTICLE 9
HEALTH AND WELFARE BENEFITS

9.1 The District will pay for each eligible bargaining unit member for the following benefits:

- A. Life Insurance (\$50,000)
- B. Dental Insurance
- C. Medical Insurance
- D. Vision Care Plan

The insurance year is defined as January 1 through December 31. The level of benefits shall remain constant throughout the term of this Agreement unless otherwise agreed to by both the District and the Association.

Eligible dependents are included in the dental, vision, and medical plans. Eligible dependents are defined as a spouse, registered same sex domestic partner, and children (including step-children, adopted children and children as a result of a court appointed guardianship).

If the cost of a member selected plan exceeds the established District contribution, the District shall automatically implement monthly payroll deductions from the bargaining unit member for the excess costs.

9.2 District Contribution:

The District's maximum annual contribution is eighteen thousand dollars (\$18,000). The district contribution to health and welfare benefits is budgeted at the districtwide average cost of the health premiums of all employees, not budgeted at the maximum caps collectively that a unit member may access.

A bargaining unit member shall not receive duplicate benefits listed in Section 18.1 because of their inclusion in another bargaining unit of the District.

9.3 A unit member who can demonstrate that they are covered by a medical plan either as the dependent of another District employee, or through some other out of District source, may choose to discontinue the District provided medical plan. The District shall continue to pay the full cost of vision, life, and dental insurance for each unit member who opts out of the provided medical plan.

No unit member who is eligible for benefits shall be at risk of losing health and welfare benefits eligibility as a result of such election.

Upon notification by the unit member to the benefits office that the declared insurance has been discontinued, the unit member will be offered the opportunity to enroll in any of the District's provided plans.

- 9.4 A bargaining unit member must be assigned to fifty percent (50%) or more of a full-time assignment in order to be eligible for health and welfare benefits listed in Section 18.1 hereinabove.

9.5 Retirement Benefits:

- A. Eligibility (Retiree): To be eligible for medical benefits upon retirement, the following conditions must be met:
1. The unit member must have fifteen (15) years of service in Sweetwater Union High School District or active service in a management position within California public schools, or any combination thereof. The service years do not need to be consecutive; however, there may be a break in service of no more than thirty-nine (39) months per separation. A full year of service is defined as the unit member having been in paid status for seventy-five percent (75%) or more of an assigned school year.
 2. The unit member must be a current employee of the District immediately prior to retirement.
 3. The unit member must be between the age of fifty-five (55) and the age of Medicare eligibility or be approved for STRS or PERS disability retirement within thirty-nine (39) months of their fifty-fifth (55th) birthday.
 4. The medical insurance plan shall be the plan made available to bargaining unit members during the current school year as such plans may be amended from time to time, but in no case shall the district's dollar contribution to fund eligible retiree's medical insurance exceed the current contribution for an active unit member's medical portion of the health insurance package.
- B. Eligibility (Dependents): Dependents are eligible under the same conditions and restraints as dependents of active members.
- C. Choice of Plan: The medical insurance plan shall be the plan made available to the bargaining unit members during the current school year.
- D. District Contribution: The District's contribution to fund an eligible retiree's medical insurance, shall equal the then current contribution for an active unit member's medical portion of the health insurance package.

E. Retiree Contribution: If the cost of the premium for the selected medical only plan exceeds the District contribution, the retiree will remit to the District the difference between the two.

F. Termination of Benefit:

Retiree: Coverage under this program for the retiree and eligible dependents will cease the month the retiree reaches the age of Medicare eligibility (currently 65) or ten (10) years from the retirement date, whichever is the sooner of the two.

Spouse: If the spouse of an eligible retiree reaches the age of Medicare eligibility prior to the retiree, then coverage under this program will cease for the spouse.

If the age for Medicare eligibility changes, then this section will be reopened.

9.6 If an eligible unit member should die during the term of this article, the District shall continue to pay the premiums of all insurance (except life) provided by this article for the employee's spouse and dependents for one (1) year from the employee's death, except as the provisions contained within Section 18.1 apply.

9.7 Eligible employees on unpaid leaves of absence may continue their health and welfare benefits provided in Section 18.1 by making the full premium payments to the District, or by exercising their rights under COBRA. Payments must be made on a monthly basis in a timely manner.

9.8 The District will maintain the scope of "Section 125" which includes child care and out-of-pocket medical costs by having the program administered by a vendor who may charge individual unit members an administrative fee for its services.

9.9 Benefits Committee:

A. AASU will be allotted one representative to the District's Benefits committee. The committee may make recommendations to the Board of Trustees regarding insurance providers and level of benefits. Any change to the level of benefits is subject to negotiations.

ARTICLE 10

TRANSFER, REASSIGNMENT, AND RECRUITMENT

10.1 Voluntary Transfer for Assistant Principals:

A voluntary transfer is defined as a change in assignment from one site to another site within the same level position classification. The best interests of the District, as recommended by the Superintendent or their designee, shall be the determining factor in voluntary transfer decisions.

- A. If an Assistant Principal wishes to request a voluntary transfer to another site, they shall complete the transfer request form by Friday prior to Spring Break of each school year and submit it to the Human Resources Department. Such forms will remain on file for one (1) year, unless the Assistant Principal withdraws it.
- B. The Assistant Principal will select all schools they have an interest in transferring to and may indicate the rationale for the move on the transfer request form.
- C. Human Resources will review transfer request forms in considering transfer movements recommended to the Superintendent.
- D. The notification of approval of a transfer will occur a minimum of one week before the end of the Assistant Principal's calendar year or if the decision is made after the calendar year ends, as soon as reasonably practicable.

10.2 Administrative Transfer:

When the Superintendent or their designee is contemplating a lateral administrative transfer of a unit member, the following procedure shall be used:

- A. At the earliest reasonable time, the Superintendent or their designee shall discuss with the unit member the transfer. The unit member has the option of including a representative.
- B. If the lateral administrative transfer results in a lower annual salary, the unit member shall be entitled to the same pay for that fiscal year.

10.3 Reassignment of Principals or Assistant Principals:

- A. The District shall follow Education Code 44951 et.seq.

10.4 Acting/Interim Assignments for Vacant Positions:

As Acting/Interim positions can impact AASU, when requested, AASU will be notified in writing, by Human Resources, of the plan for the position

ARTICLE 11

LEAVES

11.1 Introduction to Leaves:

- A. Notification: Whenever possible, unit members shall notify the District in advance of any leave.

Unit members who intend to return from leave to serve at the start of the second semester shall notify the Human Resources department in writing by September 1 and by March 1st if they intend to return for the following school year. Request for extension of unpaid leave must also be made in writing and in accordance with the dates identified within this section.

- B. Unless otherwise provided in this article, a unit member on a paid leave of absence according to the provisions of this Agreement shall be entitled to:

1. Return to a management position of equal level.
2. Receive credit for annual salary increments provided the employee is in a paid status with the District for seventy-five percent (75%) of the regular workdays of the regular school year during their leave.
3. Receive during their leave, all other unit member health and welfare benefits described in Article 9, Health and Welfare Benefits, including insurance and retirement benefits, to the extent not expressly prohibited by law.

- C. Unit members granted unpaid leaves according to the provisions of this article shall be entitled to:

1. Return to management position of equal level.
2. Continue to participate in health and welfare benefits provided the unit member pays the full premium costs.
3. If the employee requests to rescind a granted leave under this article, their return to duty will be dependent upon the availability of a position within the employee's area of competency.

11.2 Sick Leave and Other Related Sick Leave Benefits for Illness or Injury for Unit Members:

A.

1. Assistant Principals who are regularly employed five (5) days per week are entitled to eleven (11) days of paid sick leave for each year of employment on July 1, each year.
2. Principals who are regularly employed five (5) days per week are entitled to twelve (12) days of paid sick leave for each year of employment, on July 1, each year.
3. All unused sick leave shall be accumulated from one (1) school year to the next school year. This is defined as accumulated sick leave.
4. All unit members who use all of their sick leave and subsequently fail to serve their assigned school year, shall have deducted from their final pay warrant the amount paid as provided in Section 11.2, B.3, for the number of days used beyond the earned sick leave.

B. Other Sick Leave Benefits:

1. In the event a unit member has depleted their available sick leave including the leave granted for the current year and all accumulated sick leave, and illness or injury compels further absence, they will be entitled to an additional one hundred (100) days of sick leave.
2. The sick leave, including accumulated sick leave, and the one hundred (100) day period shall run consecutively.
3. An employee shall not be provided more than one (1), one hundred (100) day period per illness or accident. However, if a school year terminates before the one hundred (100) day period is exhausted; the employee may take the balance of the one hundred (100) day period in the subsequent school year for the same illness or accident.
4. During this one hundred (100) day period the amount deducted from the salary of the unit member shall not exceed the sum that is actually paid a 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 substitute had they been employed. The District shall make every reasonable effort to secure the services of a substitute employee.

- C. The Assistant Superintendent of Human Resources or their designee may require a physician's verification of illness when a unit member has been on sick leave for six (6) or more consecutive days. This does not preclude the Assistant

Superintendent of Human Resources or their designee from requesting additional verification when there is a demonstrable pattern of leave use that suggests the leave is being abused. Such requests for additional verification shall not be made in an arbitrary and/or capricious manner. The Assistant Superintendent of Human Resources or their designee may require a physician's verification of illness during any period of concerted activities.

- D. Unit members may use up to six (6) days per year (which may be consecutive), deductible from current or accumulated sick leave, to care for an ill child, parent, or spouse.

11.3 Use of Accumulated Sick Leave for Personal Necessity:

- A. Unit members shall be granted up to six (6) days of personal necessity leave with pay per year, deductible from sick leave. All unused personal necessity leave shall be accumulated from one (1) school year to the next, for up to sixteen (16) days.
- B. Personal necessity shall be defined as matters of a personal nature which cannot be conducted outside the normal workday.
- C. Unit members can take no more than five (5) consecutive days of personal necessity leave. The Assistant Superintendent of Human Resources or their designee may approve the use of additional days for special circumstances.
- D. When a unit member uses personal necessity leave for a non-emergency situation, the unit member must notify their immediate supervisor at least forty-eight (48) hours in advance. When the leave is for an emergency, the unit member shall notify their immediate supervisor as soon as possible for use of personal necessity.
- E. If the unit member does not elect to use sick leave for personal necessity as provided herein, then a per diem salary deduction shall be made for each working day absent in accordance with the provisions of this article.

11.4 Bereavement Leave:

- A. All unit members are entitled to leave of absence, without salary deduction, not to exceed three (3) working days, or five (5) working days if travel of four hundred (400) miles round trip from the District is required, because of the death of any members of their immediate family.
- B. Members of the Immediate Family: Mother, stepmother, father, stepfather, mother-in-law, father-in-law, aunt, uncle, niece, nephew, grandmother, grandfather, legal guardian, or grandchild of the unit member, or the spouse of the unit member, and the son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, brother,

stepbrother, brother-in-law, sister, stepsister, or sister-in-law of the unit member or any relative or person living in the immediate household of the unit member.

- C. The Board shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this section.

11.5 Child Bearing Leave:

- A. A pregnant employee on active duty with the District, who is absent from duties because of illness or disability resulting from pregnancy, miscarriage, childbirth, and recovery therefrom, shall be eligible to take paid sick leave in accordance with Section 11.2 of this article.
- B. A pregnant employee on active duty who has written certification by their physician that they are unable to perform their normal duties due to medical reasons related to their pregnancy during the school year, shall be eligible for paid sick leave benefits under the provisions of Section 11.2, of this article.
- C. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment in the District.
- D. All written employment policies and practices of the District shall be applied to disability due to pregnancy, or childbirth on the same terms and conditions applied to other temporary disabilities.

11.6 Adoption Leave:

- A. Unit members intending to go on adoption leave shall notify the Division of Human Resources within thirty (30) days of receiving notice that they have been officially accepted as a prospective parent for adoption.
- B. Any unit member who is adopting a child shall be entitled to use personal necessity leave for the purpose of caring for the needs of the adopted child.
- C. Unit members will be eligible to use sick leave for personal necessity as provided in Section 11.3 of this article, whenever days are needed to fulfill the legal requirements for adoption.
- D. Leave without pay in connection with adoption of children may be granted to any unit member according to the provisions of Section 11.9 of this article.

11.7 Maternity Leave:

- A. After the birth of a biological child or permanent placement of an adoptive child, unit members shall have two (2) weeks (10 duty days) of paid Maternity Leave. These Maternity Leave days will not be deducted from any leave balance.

After using two (2) weeks of paid Maternity Leave, unit members may take other leave benefits as identified in 11.2 or 11.9.

11.8 Paternity Leave:

- A. After the birth of a biological child, non-birthing unit members shall have one (1) week (5 duty days) of paid Paternity Leave. These Paternity Leave days will not be deducted from any leave balance.

After using one (1) week of paid Paternity Leave, unit members may take other leave benefits as identified in 11.9.

11.9 Parental Leave:

- A. A unit member may use their current annual, accumulated, and differential sick leave (see Article 11.2 (A) and B)), for purposes of parental leave, for a period of up to 12 workweeks.
- B. Parental leave means leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.
- C. Parental leave taken pursuant to this section shall be subject to the following:
 - 1. Parental leave shall run concurrently with leave taken pursuant Articles 11.2 (Sick Leave), 11.3 (Personal Necessity), 11.6 (Adoption Leave), and 11.14 (Federal Family Leave and Medical Leave Benefits). However, a unit member is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave pursuant to this section.
 - 2. The aggregate amount of parental leave taken pursuant to this section (Article 11.9) shall not exceed 12 workweeks in a 12-month period.
 - 3. A unit member shall be entitled to 12-workweeks of parental leave during any 12-month period.
 - 4. Parental leave may be used intermittently as required by law. (Generally, this leave must be taken in a minimum of two week blocks, except for on two occurrences when shorter intermittent leave shall be granted. The Assistant

Superintendent of Human Resources may grant intermittent leave in blocks of less than two weeks beyond those two occurrences).

11.10 Child Care Leave:

- A. Child care leave without pay may be granted to any unit member in accordance with the following provisions:
 - 1. The unit member is required to submit a written request to the Division of Human Resources fifty (50) days prior to the commencement of their child care leave including the following information:
 - a. Date the leave is to begin;
 - b. Duration of the child care leave;
 - c. Reason for child care leave.
 - 2. Child care leave shall be granted for the current school year or any portion thereof.
 - 3. Extension of this leave will be as follows:
 - a. A unit member may be granted an additional leave of absence of one (1) full semester, or a maximum of two (2) full semesters without pay.
- B. Return to duty from child care leave: The unit member must submit a written request to return to work to the Division of Human Resources fifty (50) days prior to the date they desire to return to work.

11.11 Industrial Accident and Illness Leaves of Absence for Regularly Employed Unit Members:

- A. A unit member shall be entitled to industrial accident leave according to the provisions of Education Code section 44984 for personal injury or illness which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.
- B. Allowable leave shall be up to and including sixty (60) working days during which the schools of the District are required to be in session or when a unit member otherwise has been performing work for the District in anyone (1) fiscal year for the same illness or accident.
- C. Allowable leave shall not be accumulated from year to year.
- D. Industrial accident or illness leave shall commence on the first day of absence.

- E. The total of the unit member's temporary disability indemnity and the portion of salary due to them during their initial sixty (60) days of absence in Section 22.11.B, shall be equal to their full salary.
- F. During any paid leave of absence, a member of the unit shall endorse to the District the temporary disability indemnity checks received on account of their industrial accident or illness. The District in turn shall issue the employee appropriate salary warrants for payments of their salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
- G. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, at such time as they and their physician agree that the unit member can perform the essential functions of their position.
- H. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence regardless of a workers' compensation indemnity award.
- I. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to the amount of unused leave due to them for the same illness or injury.
- J. The industrial illness and accident leave provided in this article is in addition to sick leave benefits. The District shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an industrial accident or illness until the unit member has used all of their industrial illness and accident leave.
- K. When entitlement to industrial accident or illness leave has been exhausted, other sick leave benefits under Section 22.2 of this article will then be used; however, if an employee is receiving workers' compensation, the District shall use only as much of the unit member's accumulated or available sick leave, which, when added to the workers' compensation award, will provide for a full day's wage or salary.
- L. Any member of the unit receiving benefits under this article shall, during periods of injury or illness, remain within the State of California, unless they notify the District of their intent to travel outside the state.

11.12 Health Leave:

Upon written request by a unit member the Board may grant an unpaid leave of absence when the unit member is unable to perform their duties due to ill health or physical disability.

The request for this leave must be accompanied by a medical statement from a licensed California physician stipulating the condition of health and the expected duration of the health problem. The health leave may be granted annually for up to two (2) years.

11.13 Catastrophic Leave Program:

- A. The purpose of the Catastrophic Leave Bank (Bank) is to create a Bank of sick leave days, from which participants may apply for additional sick leave days when suffering from a catastrophic illness or event and have exhausted all other paid leave.
- B. "Catastrophic Illness" is defined to mean an illness or injury that is expected to incapacitate a unit member for an extended period of time, and the incapacity requires the unit member to take time off from work for an extended period of time.
- C. Unit members may donate to the Catastrophic Leave Bank, using the form found in Appendix B under the following conditions:
 - 1. Members may donate from one (1) to six (6) days.
 - 2. Members must have at least ten (10) days of accrued sick leave to make a donation.
 - 3. The donation will be irrevocable.
 - 4. A donation to the Bank will be a general donation and shall not be donated to a specific unit member for their exclusive use.
- D. Only members who have donated to the Bank: may apply to withdraw days from the Bank.
- E. Members may apply to use the Bank: by submitting their request to the Catastrophic Leave Bank: Review Committee using the appropriate District form, Appendix B Included with the form will be verification of the Catastrophic Illness prepared in writing by a licensed physician of the state of California.
- F. The Catastrophic Leave Bank: Review Committee will consist of one (1) member selected by the Association, two (2) members from the SEA, one (1) member from each of the employee groups participating in this Bank, and two (2) members selected by the District. The Committee will review all applications. Approval of any request will require a majority vote of the Committee. The decision of the Committee shall be final and binding. Within ten (10) duty days of receipt of employee application, the Committee will notify (in writing) the applicant of its decision. All applications submitted to the Committee shall remain confidential and

comply with the terms of the federal HIPAA privacy regulations, 45 C.F.R. 164.508 and the Confidentiality of Medical Information Act, Cal Civ. Code 56 et. seq.

G. Restrictions/Exclusions/Miscellaneous Provisions:

1. A member may request a maximum of twenty (20) days per application. At the end of the twenty (20) day period an additional twenty (20) days may be requested or granted if the event was originally expected to have duration of forty (40) days or longer for a maximum of forty (40) days to be used per catastrophic event.
2. Days granted but not used will be returned to the Bank. One (1) day used will be equal to one (1) day at the member's rate of pay.
3. Leave granted under this Agreement will be coordinated with the fifty percent (50%) leave to create a full day of wages. The unit member's Sick Leave Bank will be debited one-half (1/2) day for each day used. The coordination of Catastrophic Leave and fifty percent (50%) pay will not extend the one hundred (100) days entitlement per event.
4. Leave from the Bank: may not be used for illness or disability which qualified the unit member for worker compensation benefits.
5. When the Catastrophic Leave Bank: Review Committee reasonably presumes that the applicant may be eligible for a disability award or a retirement under STRS, the Committee may request that the unit member apply for the disability or retirement. Failure of the unit member to submit a complete application within twenty (20) days of the request shall disqualify the unit member from further Catastrophic Leave Bank payments.
6. By August 1, of each year, the balance in the Bank will be reconciled. The Association will be notified of the balance.
7. The program will be reviewed annually, and the parties may mutually agree to make appropriate modifications to this program in writing.

11.14 Federal Family and Medical Leave Benefits:

- A. The District shall provide a unit member family care leave and medical leave in accordance with the provisions of this article, and in accordance with State and Federal law.
- B. Where the current contract provides a more generous benefit than the Family Medical Leave (FMLA), then the contract language shall prevail.

- C. Where the FMLA provides a more generous benefit than the current contract, then the FMLA shall prevail.

11.15 Jury and Legal Proceeding Leave:

- A. When a unit member must be absent from duty to appear in court to testify or to serve on a jury, the unit member shall continue to receive their regular salary and shall return jury or witness fees to the District, exclusive of mileage and meal reimbursements.
- B. A unit member is eligible for a paid leave of absence in accordance with Section 11.15.A, of this article in order to appear as a non-party witness in court other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through their connivance or misconduct.
- C. A unit member shall obtain a jury or court attendance report form from the court clerk to verify attendance in court.
- D. Unit members required to appear before a public agency on any matter not related to their work in which they are not personally involved (as a plaintiff or defendant) shall be paid the difference, if any; between the compensation they receive from the public agency and their wages for each day of service.

11.16 Military Leave:

Unit members shall be granted military leave in accordance with the law. Unit members called into active service shall retain all benefits of District employment in accordance with the law.

11.17 Unit Members Serving as Elected Public Officials:

- A. Unit members serving public agencies as elected public officials may choose to take five (5) days of leave without loss of pay each school year to attend meetings related to that agency.
- B. Prior to taking such leave, the District shall have assurance in writing that the meeting is authorized by the agency.
- C. If there is need for leave beyond the five (5) day period, each request will be considered by the District on an individual basis, predicated upon the importance of the activity which necessitates the request, the frequency of such requests, and the financial ability of the District to provide for such requests.

11.18 Legislative Leave:

A unit member who is elected to the State Legislature or Congress shall be entitled to an unpaid leave of absence for their term or terms in office.

11.19 Other Non-Compensated Leave:

Under the Education Code, any unit member may petition the Board for a non-compensated leave of absence which is not otherwise provided for by this Agreement or prohibited by law.

11.20 Principal Professional/Personal Improvement (PPI) Leave:

- A. All Principals are eligible upon approval from their supervisor to take two (2) days of release time during their regularly assigned work year for purposes of professional/personal improvement.
- B. The PPI days must be used on non-instructional days.
- C. Any PPI days not used within the fiscal year earned shall be forfeited.

ARTICLE 12

EVALUATION

Evaluation

The District and the Association agree that the evaluation system supports leadership responsibilities, identifies which professional development activities best meet their needs and provides opportunities to dialogue with evaluators. This developmental process will support and help develop the unique skill sets and knowledge that unit members need to promote individual growth and enhance teaching and learning through goal setting and assessment.

12.1 Principal Evaluation:

Responsibility:

- A. The responsibility for evaluating Principals rests with their Supervisor, who has the knowledge of the Principal and their campus or assignment. The District shall notify Principals of their Supervisor within 10 days of any change.
- B. Evaluation conferences between the Principal and the Supervisor will take place no later than the third week of November.
- C. This plan will be written and agreed upon by the Principal and Supervisor.
- D. If the Supervisor identifies performance concerns at any point in the evaluation cycle, the Supervisor may draft and provide a performance plan that may unilaterally modify the evaluation plan.

Frequency of Principal Evaluation:

Principals shall be evaluated annually.

Mutual Agreement:

If the Principal and Supervisor are unable to reach mutual agreement on the content of the Principal's evaluation, the Principal is entitled to write a response that shall be attached to the evaluation and filed in the Principal's personnel file.

12.2 Assistant Principal Evaluation:

Responsibility:

- A. The responsibility for evaluating Assistant Principals rests with the Supervisor, who has the knowledge of the Assistant Principal and their campus or assignment.

- B. Evaluation conferences between the Supervisor and the Assistant Principal will take place no later than the third week of November.
- C. This plan will be written and agreed upon by the Principal and Assistant Principal.
- D. If the Supervisor identifies performance concerns at any point in the evaluation cycle, the Supervisor may draft and provide a performance plan, that may unilaterally modify the evaluation plan.

Frequency of Assistant Principal Evaluation:

- A. New Assistant Principals shall be evaluated annually for three (3) consecutive years following appointment.
- B. Assistant Principals who change sites will be evaluated annually for the first two (2) consecutive years following appointment.
- C. Thereafter, Assistant Principals will be placed on an evaluation cycle that is every other year.

Mutual Agreement:

If the Supervisor and Assistant Principal are unable to reach mutual agreement on the content of the Assistant Principal's evaluation, the Assistant Principal is entitled to write a response that shall be attached to the evaluation and filed in the Assistant Principal's personnel file.

12.3 Evaluation Tool:

If the District determines a need to modify Principal or Assistant Principal evaluation tools, the District will notice the Association of the need to consult on the modifications by March 1st of the year before the change is implemented.

For the 2026-27 School Year:

By July 1, 2026, each Principal will determine which Assistant Principal's will be evaluated in 2026/27, and/or 2027/28. For a school with one Assistant Principal only, that Assistant Principal will be evaluated in 2026/27.

ARTICLE 13

GRIEVANCE PROCEDURE

13.1 Definitions:

- A. A grievance is a written claim that there has been a violation, misinterpretation, or misapplication of the Agreement.
- B. A grievant is a unit member, group of unit members, or the Association, making the claim.
- C. A written grievance shall contain the following information:
 - 1. A concise description of the grievance including who allegedly committed the grievance, dates, and relevant information related to the allegation(s).
 - 2. A listing of all of the provision(s) of these Articles which are alleged to have been violated, misapplied, or misinterpreted. Failure to raise a provision at Level I invalidates the ability to raise it at Level II or beyond, and would necessitate a new agreement.
 - 3. A listing of the specific remedy(ies) sought.

13.2 Purpose:

- A. The purpose of this grievance procedure is to secure solutions to problems which may arise from time to time. The grievance procedure shall not be construed as in any way hindering, discouraging, or denying collaborative efforts to resolve or settle problems outside the structure of the grievance procedure.

13.3 Procedure:

A. **Informal Resolution Level:**

The grievant will first discuss the grievance with the appropriate immediate supervisor with the objective of resolving the matter. If the grievant's immediate supervisor is a unit member or the party that allegedly committed the grievance, by mutual agreement the grievant and immediate supervisor may meet informally to attempt resolution.

B. **Level I – Immediate Supervisor:**

If the grievance is not settled at the informal resolution level and the grievant wishes to formally grieve the matter they shall present the grievance in writing on the

appropriate form to the immediate supervisor or immediate decision maker and to the Association.

If the grievant's immediate supervisor is a unit member or the party that allegedly committed the grievance, the grievance will immediately be filed with the Superintendent or designee and commence at Level II.

If the grievance arises from action or inaction on the part of a member of the District's Administration that is not the immediate supervisor of the grievant, the grievance will immediately be filed with the Superintendent or designee and commence at Level II.

A grievance should be filed within thirty (30) duty days after the act or omission being grieved had occurred.

Within ten (10) duty days following receipt of the written grievance, the immediate supervisor shall meet with the grievant and an Association representative, if requested by the grievant or the Association.

The immediate supervisor shall within ten (10) duty days after meeting with the grievant, render a written decision and the reasons for that decision, in writing, to the grievant and the Association.

C. Level II – Superintendent or Their Designee:

If the grievance is not settled during the Level I step and the grievant wishes to continue to grieve the matter, they shall present the grievance in writing on the appropriate form to the Superintendent or their designee and the Association within ten (10) duty days from the issuance of the decision at Level I.

Within ten (10) duty days following receipt of the written grievance, the Superintendent or their designee shall meet with the grievant and an Association representative, if requested by the grievant or the Association. The Superintendent or their designee within ten (10) duty days after meeting with the grievant shall render a written decision to the grievant and the Association.

D. Mediation:

By mutual agreement, the Association and the District may take the matter to mediation.

E. Appeal to Arbitration:

1. If the grievant is not satisfied with the disposition of their grievance at Level II or if no written decision has been rendered within ten (10) duty days as required in Level II by the Superintendent or their designee, the Association

may initiate arbitration proceedings within thirty (30) duty days, following the Level II decision or the expiration of time lines for the Superintendent or their designee's decision.

2. If arbitration is initiated by the Association, the Association and the Superintendent or their designee shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) Duty days of the Association's submission of the grievance to arbitration, submission of the grievance shall be made by selecting a list of arbitrators from the American Arbitration Association (AAA) or the California State Mediation and Conciliation Service (CSMCS). The parties will be bound by the rules and procedures of the arbitration association utilized.

If any questions arise as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after they have the opportunity to hear the merits of the grievance.

However, no party in interest shall be permitted to assert any evidence before the arbitrator which was not previously disclosed to the other party. The arbitrator shall consider only those issues raised by the parties in interest.

3. The arbitrator's decision will be in writing and will set forth to all parties their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power of authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement or the written policies, rules, regulations, and procedures of the District. The decision of the arbitrator shall be binding on the parties.
4. All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel, and subsistence expenses will be borne equally by the District and the Association.
5. The arbitrator shall have no power to render an award in any grievance arising more than thirty (30) days prior to the initiation of the grievance.
6. The Association reserves the right to withdraw a grievance which has been appealed to arbitration.

13.4 Rights of Unit Members to Representatives:

A unit member may be represented at all stages of the grievance procedure by themselves, or at their option, with a representative selected by the Association. If a unit member is

not represented by the Association, the Association shall have the right to be present and to state its views at all formal levels of the grievance procedure.

13.5 Miscellaneous:

- A. Any grievance not appealed to the next step of the procedure within the prescribed time limits shall be considered settled on the basis of the answer given in the preceding level.
- B. The District may have a reasonable number of other personnel present at any level of the grievance procedure. The Association reserves the right to have a reasonable number of other approved Association representatives present at any level of the grievance procedure.
- C. Forms for filing grievances shall be prepared by the District and available through Labor Relations.

ARTICLE 14

CONSULTATION

When the District plans District-wide professional development for unit members or those they supervise, technology changes, or curriculum modifications, the District shall continue to seek feedback from Association unit members. Further, the Association may request to appoint an Association representative to participate on behalf of the Association.

ARTICLE 15

SAFETY

The District is committed to ensuring the safety and well-being of its employees, by endeavoring to provide an environment free of violence or threats of violence and to safeguarding all students, employees and all other guests entering district property.

The District prohibits workplace violence by any employee or third party, including employees, vendors, visitors, parents, students, or others, either on any district property or at any district-sponsored events. The District will take appropriate actions to investigate and end the workplace violence, including communication with the unit member.

ARTICLE 16

LAYOFF

Unit member layoffs shall be made in accordance with the provisions of the Education and Government Code statutes.

ARTICLE 17

SUMMER SCHOOL

When the District determines funds exist for summer programs that provide credit recovery offered through the District and extended school year as required for students with disabilities, the following will serve as selection and payment processes.

17.1 Selection of Sites to Host Summer School:

- A. Whenever possible, Principals will be surveyed by the last working day in October each year to solicit input on whether they believe their site should be selected to host a summer program.
- B. Efforts will be made by the District to rotate hosting sites, whenever practical based on funding and possible based on student need.
- C. Whenever possible, Hosting sites will be selected by the District by first working day in January and the hosting site principal will be notified by the last working day in February.
- D. Whenever possible, AASU will be notified in writing by the last working day in February of all hosting sites.
- E. Nothing in this section limits the District's right to modify or add sites for Summer School or ESY based on District need upon notification to the impacted unit member and AASU.

17.2 Staffing of Site Administrators for Summer School:

Assistant Principals will be provided the opportunity to apply for the work of Summer School Principal.

The District retains the right to determine who serves as a Summer School Principal, but will follow the guidelines below in the consideration of unit members.

- A. Whenever possible, by last working day in February of each year, all Assistant Principals will be notified that they may apply for Summer School Principal work.
- B. Whenever possible, Assistant Principals selected to work as Summer School Principals will be assigned and notified by Human Resources by the Monday prior to Spring Break of each year.
- C. Consideration for assignment will occur in the following order of priority:
 - i. Assistant Principal from the hosting site

- ii. Assistant Principal from an attending site
- iii. Any other Assistant Principal applicant
- iv. If no Assistant Principal is selected from the consideration process, other District administrators that are qualified and credentialed will be considered.
- v. Nothing in section 2(C) of this Article is grievable.

17.3 Compensation for Preparation of Summer School:

- A. Those serving as a High School Summer School Principal will be compensated as follows: Compensated up to forty (40) hours total at the High School Principal, Step 1 hourly rate, for preparation work performed outside the High School Summer Principal's regular workday and up to ten (10) hours during the last duty week of Assistant Principals.
- B. Those serving as a Middle School Summer School Principal will be compensated as follows: Compensated up to ten (10) hours at the Middle School Principal, Step 1 hourly rate, for preparation work performed outside the Middle School Principal's regular workday and up to ten (10) hours during the last duty week of Assistant Principals.
- C. Those serving as a Summer School Principal for Alternative Education will be compensated as follows: Compensated up to ten (10) hours at the Middle School Principal, Step 1 hourly rate, for preparation work performed outside the Middle School Principal's regular workday and up to ten (10) hours during the last duty week of Assistant Principals.
- D. The intent is for all preparation work to be completed before the beginning of the summer school.
- E. If there are extenuating circumstances requiring additional preparation hours, the Summer School Principal will seek preapproval from the District official overseeing the summer program.
- F. When the summer program falls outside of the Summer School Principal's regular duty days, the Summer School Principal will be compensated at the appropriate Principal, Step 1 daily rate for each day that falls outside of their regular duty days.

ARTICLE 18

CONCERTED ACTIVITIES

The Association and the District agree that differences between the parties shall be settled by means that do not disrupt school or District operations. During the term of this Agreement, the Association, in consideration of the terms and conditions of this Agreement will not engage in, encourage, instigate, or condone any primary or secondary strikes, work stoppage or any concerted refusal to perform work duties for the District. During the term of this Agreement, the District, in consideration of the terms and conditions of this Agreement, will not authorize or permit any lockout of any unit members covered by this Agreement.

ARTICLE 19

NEGOTIATION PROCEDURES

- 19.1 The Parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation, or other limitation, the right and opportunity to make demands and proposals, or counter proposals, with respect to any matter not reserved by law from compromise through negotiations and that the understandings and agreement arrived at after the exercise of that right and opportunity are set forth herein.
- 19.2 During the term of this Agreement neither party shall be required to negotiate with respect to any matter covered by this Agreement whether or not it was within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 19.3 If any law is passed by the California Legislature and approved by the Governor or any federal law is passed which mandates that the Board take action and that action is taken which substantially changes the working conditions negotiated in this Agreement, the parties agree to reopen negotiations on the specific article affected within a reasonable period of time.
- 19.4 In the year in which this Agreement expires, the parties agree to meet and negotiate in good faith in accordance with the EERA. The Association shall make its initial proposal to the Board at the regularly scheduled Board meeting in March of the year in which this Agreement expires. Following compliance with the Public Notice Provisions of the Act, negotiations will begin. Any agreement reached, pursuant to the EERA, by the parties shall be reduced to writing and signed by them.

ARTICLE 20

DURATION AND REOPENERS

20.1 Duration Agreement Clause:

This Agreement shall be in effect from January 1, 2026 through June 30, 2028.

20.2 Reopeners:

Reopeners 2026-27. Either party may provide written notice to reopen negotiations over one (1) identified article and/or Appendix in this Agreement as well as the Wages article. Parties must sunshine any reopeners to the other parties no later than March 1 of the preceding year.

Reopeners 2027-28. Either party may provide written notice to reopen negotiations over one (1) identified article and/or Appendix in this Agreement as well as the Wages article. Parties must sunshine any reopeners to the other parties no later than March 1 of the preceding year

20.3 Successor Negotiations:

In the year preceding the expiration of an agreement, the parties shall sunshine their proposals by the March board meeting.

20.4 Zipper Clause:

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the District and AASU.

20.5 Savings Clause:

If any provision of this Agreement shall be found to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions, shall continue in full force and effect. In the event that any article or section is held invalid, the Parties agree to enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

20.6 Changes, Amendments and Supplements:

This Agreement shall be subject to change, amendment, or supplement, at any time by mutual consent of the Parties. Upon ratification by AASU and the Board of Trustees, any such changes, amendments or supplemental agreements shall be implemented.

20.7 Ratification and Implementation:

When AASU and the District reach tentative agreements on all matters being negotiated, the complete Agreement shall be submitted to the membership of AASU and to the Board of Trustees for ratification. When the membership of AASU and the Board of Education have ratified the Agreement, it shall be implemented in accordance with its terms.

ARTICLE 21

SALARY RULES AND STIPENDS

21.1 Annual Supervision Stipend:

Effective July 1, 2026, the supervision stipend will be \$2,500 per semester for High School Assistant Principals.

Effective July 1, 2026, if the number of Assistant Principals assigned to a High School decreases below the current allocation [4 each], the supervision stipend will be \$2,500 per semester for High School Assistant Principals and \$2,500 per semester for High School Principals.

Annual supervision stipends will be paid in twelve equal installments throughout the year in the monthly pay warrant beginning July 1.

21.2 Athletic Stipend:

Effective July 1, 2026, when a site has an athletic team(s) that qualifies for quarterfinal or higher CIF Section or State playoffs, one CIF-required designated administrator supervising the game(s) played will receive the supervision assignment rate [*SEA Appx C-4*] of \$39.00 for afternoon assignments and \$76.00 for evening assignments (not to exceed one of each per day) for this supervision.

Sites shall submit their supervision schedules and timecards for all CIF Section and State playoffs to the District Athletics Department

21.3 District Aspiring Administrator Mentorship Program Stipend:

When the District deems the program priority and resources are available, Assistant Principals selected by the Superintendent or designee to be mentors for individuals who are participating in the District Aspiring Administrators Program shall be paid a stipend of \$1,670 for a full school year or partial stipends of \$417.50 per quarter.

21.4 District/SDSU Administrators Induction Program Stipend:

When the District determines funding for the program is available for a school year, coaches selected by the Superintendent or designee to be coaches for individuals who are participating shall be paid a stipend of \$1,650 per candidate, per year with a maximum of three (3) candidates at \$4,950 per year.

21.5 Doctoral Stipend:

In recognition of the educational process required for a unit member to obtain a doctoral degree, once proof of degree is submitted to Human Resources, the unit member will receive an annual stipend of two thousand dollars (\$2,000). This stipend will be paid in twelve equal installments throughout the year in the monthly pay warrant beginning July 1 in the calendar year in which the proof of degree was submitted.

21.6 High School Assistant Principal of Student Activities:

Up to ten (10) days of extra duty for High School Assistant Principals of Student Activities will be allocated to each High School's site budget and may be used with prior approval of the site Principal. This extra duty may not be submitted for supervision of activities that are covered in the Supervision stipend. Hours will be paid as they are worked throughout the school year after hours are submitted on the appropriate form to Payroll.

21.7 Saturday School Compensation for Attendance Recovery:

- A. At the discretion of each site's supervisor, a site may hold Saturday School for Attendance Recovery ("Saturday School").
- B. For approved Saturday Schools, the site's Principal may assign an Assistant Principal or Principal to supervise Saturday School. The assigned administrator shall receive compensation of \$300.00 per Saturday School assignment. The assigned administrator must be present on site for all four hours to receive compensation.

APPENDIX A

SALARY SCHEDULES

Sweetwater Union High School District 222 Day Principal Salary Schedule

Effective January 1, 2026

3.50% Increase

Range	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	222	178,112	182,093	186,080	190,060	194,041	198,018	202,002
2	222	166,107	170,087	174,068	178,054	182,035	186,014	189,994
3	222	155,693	159,673	163,649	167,353	171,616	175,601	179,576

Range Number	Position
1	Principal, High School*
2	Principal, Adult Education Principal, Continuation High School Principal, Junior High/Middle School
3	Principal, Small School/Academy
	*Effective July 1, 2026, if the number of Assistant Principals assigned to a High School decreases below the current allocation [4 each], the supervision stipend will be \$2,500 per semester for High School Assistant Principals and \$2,500 per semester for High School Principals. A \$2000 doctoral stipend is paid to management employees who provide verification of degree to Human Resources

Pending Board of Trustees Approval

Sweetwater Union High School District 205 Day Assistant Principal Salary Schedule

Effective January 1, 2026

3.50% Increase

Range	Days	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
3	205	141,852	145,482	149,200	152,878	156,555	160,235	163,905

Range Number	Position
3	Assistant Principal, Adult School Assistant Principal, Alternative Schools Assistant Principal, Continuation High School Assistant Principal, High School * Assistant Principal, Junior High/Middle School Assistant Principal, Student Activities * *Effective July 1, 2026, if the number of Assistant Principals assigned to a High School decreases below the current allocation [4 each], the supervision stipend will be \$2,500 per semester for High School Assistant Principals and \$2,500 per semester for High School Principals. <i>A \$2000 doctoral stipend is paid to management employees who provide verification of degree to Human Resources</i>

Pending Board of Trustees Approval

CATASTROPHIC LEAVE FORMS

SWEETWATER UNION HIGH SCHOOL DISTRICT

AASU

**DONATION OF ACCRUED LEAVE
FOR CATASTROPHIC LEAVE BANK**

Name of Employee Donating _____ SS# _____

Job Title _____ Work Site _____

Hours worked per day _____

Number of days to be *donated (please check) ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6

Donation of Accrued Leave for catastrophic illness or injury:

- I understand that I may voluntarily donate a maximum of six (6) days per year from my accumulated accrued leave, provided I have ten (10) days of accrued leave remaining at the time of the donation.
- I understand this donation is irrevocable and I agree to indemnify and hold harmless the District from any loss or damages resulting from this program.
- I understand that my accrued leave will be used by an employee who has suffered a catastrophic illness/ injury and has exhausted all paid leaves. I further understand that the confidentiality between participants will be maintained.

Employee Signature

Date

Forward to Payroll

Copy will be returned to you after deduction has been made

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From the Payroll Department:

As identified above, _____ day(s) have been deducted from your accrued leave which leaves your balance at: _____.

Payroll Signature

Date

SUBMIT FORM TO PAYROLL

Revised 6/17

SWEETWATER UNION HIGH SCHOOL DISTRICT

REQUEST FOR CATASTROPHIC LEAVE DONATIONS

Employees who are suffering a long-term illness or disability and expect to exhaust all paid leave may request donated sick leave.

Absent Employee's Name _____ SS# _____

Absent Employee's Job Title _____ Absent Employee's Work Site _____

Please check bargaining unit/group ☐ SEA ☐ SCGA ☐ NAGE ☐ AASU ☐ CSEA ☐ CONF ☐ NON-REP MGMT

Phone Number where employee or designee can be reached _____

If absent employee cannot be contacted, name of person (designee) requesting _____

*Number of days requesting _____

*A statement from the licensed treating physician MUST be attached defining:

- The severity of the injury/illness
- Expected duration of disability
- Name, address and phone number of physician

Employee HIPAA Authorization (For the use and/or disclosure of protected health information as it relates to determining eligibility for Catastrophic Leave donation with terms of the federal HIPAA privacy regulations, 45 C.F.R. 164.508 and the Confidentiality of Medical Information Act, Cal. Civ. Code 56 et seq.) My authorization for use or disclosure of medical information is to be used exclusively in determining my request. I authorize information to be shared with the District and employee Association Catastrophic Leave Committee for determining approval of such leave. I further understand that I may revoke this authorization at any time. My revocation must be in writing and received by Benefits Office of Sweetwater Union High School District.

Signature of Employee/Designee

Date

☐ Approved Days to be applied _____

☐ Disapproved

District Signature/Title

Date

Employee Representative Signature/Title

Date

SUBMIT FORM TO BENEFITS OFFICE

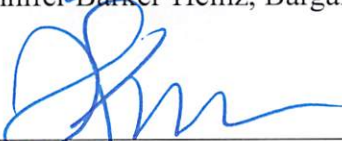
Revised 1/26

SIGNATURES

The Parties agree that the changes above will become effective upon ratification by the SUSHD Board of Trustees and AASU respectively.


Sasha Scott, AASU Bargaining Chair


Jennifer Barker-Heinz, Bargaining Member

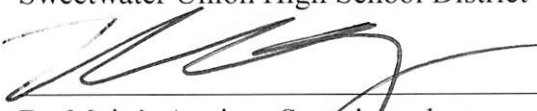

Teresa Kramer, Bargaining Member


Mabelle Glithero, Bargaining Member

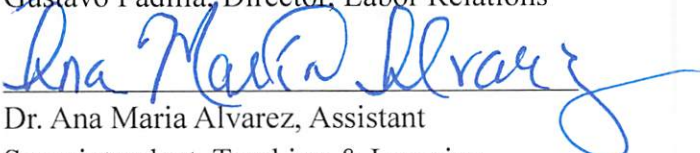

Manny Tapia, Bargaining Member


Donis Coronel, Executive Director, United Administrators Southern California (UASC)


Arturo Solis, Board President
Sweetwater Union High School District


Dr. Moisés Aguirre, Superintendent

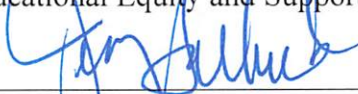

Gustavo Padilla, Director, Labor Relations

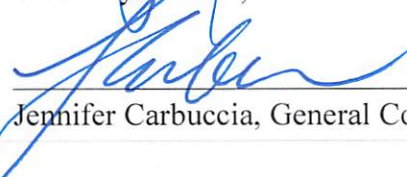

Dr. Ana Maria Alvarez, Assistant
Superintendent, Teaching & Learning


Dr. Maribel Gavin, Assistant Superintendent,
Human Resources


Dr. Dan Winters, Assistant Superintendent,
Leadership Development and Innovation


Dr. Vernon Moore, Assistant Superintendent,
Educational Equity and Support Services


Dr. Jenny Salkeld, Chief Financial Officer


Jennifer Carbuccia, General Counsel