

## ARTICLE 8 - MISCELLANEOUS PROVISIONS

The following concepts should be incorporated:

**8.1** Individual contracts between the Board and a unit member shall be subject to, and consistent with the terms of the Agreement.

**8.2** The District shall **publish on the District's website an updated version of this collective bargaining agreement** ~~provide one (1) copy of the Agreement for each member, and an additional ten (10) copies for Association use~~ within forty-five (45) days of its ratification by both parties. ~~The Association shall distribute the Agreement to all unit members.~~

**8.3** The provisions of this Agreement shall not be interpreted or applied in an arbitrary, capricious or unreasonable manner.

**8.4** A unit member may withdraw any letter of resignation prior to its being accepted by official action of the Board.

**8.5** The District shall provide unit members with lunchroom/faculty lounge facilities, a refrigerator for unit members' usage, telephone facilities for unit members, and first aid supplies.

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## ARTICLE 11 - WAGES AND SALARY SCHEDULE PROVISIONS

### 11.1 Salary Schedule

**11.1.1** A two percent (2%) salary increase shall be applied to all steps and columns of the ~~2022-2023~~ **2024-2025** salary schedule for the ~~2023-2024~~ **2025-2026** year effective July 1, ~~2023~~**2025**. In addition, there is an understanding by both parties, the cost of health and welfare benefits, for ~~2023-2024~~ **2025-2026**, is equivalent to approximately an additional one and ~~eight~~ **three** tenths percent (~~1-81.3%~~) increase in compensation. This is equivalent to three and ~~eight~~ **three** tenths percent (~~3-83.3%~~) increase in total compensation. (Exhibit B)

**11.1.2** Children's Center: a two percent (2%) salary increase shall be applied to all steps and columns of the ~~2022-2023~~ **2024-2025** salary schedule for the ~~2023-2024~~ **2025-2026** year effective July 1, ~~2023~~**2025**. In addition, there is an understanding by both parties, the cost of health and welfare benefits, for ~~2023-2024~~ **2025-2026**, is equivalent to approximately an additional one and ~~eight~~ **three** tenths percent (~~1-81.3%~~) increase in compensation. This is equivalent to three and ~~eight~~ **three** tenths percent (~~3-83.3%~~) increase in total compensation. (Exhibit C and Exhibit D)

**11.1.3** Psychologist: A two percent (2%) salary increase shall be applied to all steps and columns of the ~~2022-2023~~ **2024-2025** salary schedule for the ~~2023-2024~~ **2025-2026** year effective July 1, ~~2023~~**2025**. In addition, there is an understanding by both parties, the cost of health and welfare benefits, for ~~2023-2024~~ **2025-2026**, is equivalent to approximately an additional one and ~~eight~~ **three** tenths percent (~~1-81.3%~~) increase in compensation. This is equivalent to three and ~~eight~~ **three** tenths percent (~~3-83.3%~~) increase in total compensation. (Exhibit E)

- a. The Educational Related Mental Health Services (ERMHS) psychologist making required trips for student evaluations shall receive a stipend for overnight trips, or any trip that exceeds twelve consecutive hours away from the worksite to residential facilities. The stipend will be given on a per night basis at a rate of .6% of the Step 1 of the salary schedule outlined above. (This includes a workday in excess of twelve hours.) Accrued expenses will be reimbursed at the rates corresponding to the District form "Reimbursable Expenses During Travel/Conferences."
- b. The six days in excess of the teacher work year shall be scheduled as follows: three days immediately preceding and three days immediately following the teacher work year unless otherwise mutually agreed upon between the unit member and the Director of Special Education.
- c. Any voluntary work day outside of the school psychologist work year shall be scheduled with mutual agreement between the member and the

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Director of Special Education. The hourly rate of pay shall be .07% of Step 1 of Exhibit E. The 190 day work year does not include any days during the Extended School Year.

**11.1.3 To qualify for advancement to the next salary schedule step, an employee shall work at least seventy-five percent (75%) of a school year. Employees working less than ~~seventy-five percent (75%) of a school year~~ one-half FTE (.5 FTE) shall advance to the next salary step after two years.**

## **11.2 Professional Growth**

**11.2.1** Professional growth units will be granted for those academic and professional growth activities directly relevant to school site programs, the District's goals, and to the employee's career development.

**11.2.2** Professional growth requirements for unit members shall be in accordance with Education Code Section 44277. Any employee that has not completed the four-year requirement (previously frozen on step and column) shall advance only one step per year until they reach the top of the column consistent with professional growth units attained by the unit member. This section shall be effective 2008-09 school year.

**11.2.3** A description of the courses/activities contemplated shall be submitted on the Proposed Plan for Professional Growth for approval by the site principal and Superintendent or his/her designee. **Any denial of proposed professional growth plans will be provided to the unit member within thirty days of submission.** Upon completion of the course or activity, acceptable documentation must be submitted by the employee in order to receive professional growth units. To be reclassified to the next column of the salary schedule for the following year, the employee must (1) submit this form with the projected professional growth units to the District Office by May 15, and (2) verify completion of the plan by transcripts or acceptable documentation by September 15.

**11.2.4** To resolve any dispute over professional growth requests which occur due to denial by the site principal or Superintendent or his/her designee, a written request by the employee to settle the issue will be placed before a committee composed of two employees appointed by the Superintendent and two employees appointed by the Albany Teacher's Association for each case. If the dispute remains unsettled by the Professional Growth Committee, the Board of Education will appoint one of its members to resolve the dispute after meeting to hear the arguments. The decision of the five-member committee shall be final.

**11.2.5** For all professional growth activities other than courses verified by transcript, District professional growth units will be computed on the basis of 15 clock hours of attendance/participation/work being equal to one semester unit. The means of verification of activities undertaken in hour equivalence must be specified in advance on the standard form for professional growth.

**11.2.6** An employee may only advance one column on the salary schedule per year. ~~To qualify for advancement to the next salary schedule step, an employee shall work at least seventy-five percent (75%) of a school year. Employees working less than one-half FTE (.5 FTE) shall advance to the next salary step after two years.~~

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**11.2.7** Professional growth units shall not be granted to any employee for duties/activities, reimbursed by the District, which take place outside of the normal workweek of the employee.

**11.2.8** For current unit members, completion of pre-approved professional growth units (or degrees) shall be counted towards column advancement on the salary schedule.

**11.3 Extra Pay Assignments**

**11.3.1** Extra pay assignments and rate of pay for such assignments are set forth in Exhibit F of this Agreement.

**11.3.2** Extra pay assignment vacancies shall be advertised within the District and qualified employees may apply.

**11.3.3** Stipends will be prorated accordingly if the individuals filling such assignments are unable to complete the assignments.

**11.3.4** Nothing herein shall be construed to provide extra pay for assignments other than those specified in Exhibit F.

**11.4 Travel Compensation**

**11.4.1** The District shall pay employees the IRS tax exempt rate per mile for driving their own vehicles on approved District business.

**11.4.2** Unit members who are required by job description to travel between school sites on a regular basis shall **have appropriate travel time included in their regular work hours, and be** automatically be compensated for this mileage according to the rate set forth by Section 11.4 of the Agreement. Any compensation for additional required mileage shall be made after the filing of a travel reimbursement form.

**11.5 Substitute Coverage**

**11.5.1** Unit members may, on a voluntary basis, place their names on a "class coverage" list to provide substitution in other unit members' classrooms at the hourly rate in Exhibit F.

**11.5.2** Nothing in this section (11.5) abrogates the District's right to assign employees to class coverage when needed and when no employee on the class coverage list is available.

**11.6 Initial Salary Placement Schedule for TK-12, Children's Center and Psychologist**

**11.6.1** Initial column placement is determined by the number of semester units taken after the degree (BA or MA), is obtained and not prior to the degree being awarded.

**11.6.2** For unit members hired on or after July 1, 2022, the maximum initial step placement on the TK-12 salary schedule shall be Step 15 for work experience.

**11.6.3** Column placement for Children's Center is determined by less than BA (as per Exhibits C and D) or the number of semester units taken after the degree (BA or MA), is obtained and not prior to the degree being awarded.

**11.6.4** For new unit members, the maximum initial step placement on the school

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psychologist schedule shall be Step 15 for work experience.

**11.5.5** For fully credentialed unit members hired on or after July 1, 2022, with less than three years of prior teaching experience, the initial step placement on the TK-12 salary schedule shall be Step 4. For unit members hired on or after July 1, 2022, with emergency credentials and no prior teaching experience, the initial step placement on the TK-12 salary schedule shall be Step 1.

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EXHIBIT B - CERTIFICATED TK-12 SALARY SCHEDULE 2024-25

*Table below does not include proposed salary increases above.*

Step	BA-BA+59 OR MA	BA+60 OR MA+12	BA+75 OR MA+24
1	\$ 61,136.00	\$ 66,171.00	\$ 71,256.00
2	\$ 63,627.00	\$ 68,714.00	\$ 73,774.00
3	\$ 66,171.00	\$ 71,256.00	\$ 76,370.00
4	\$ 68,714.00	\$ 73,774.00	\$ 78,810.00
5	\$ 71,256.00	\$ 76,370.00	\$ 81,357.00
6	\$ 73,774.00	\$ 78,810.00	\$ 83,950.00
7	\$ 76,370.00	\$ 81,357.00	\$ 86,414.00
8	\$ 78,810.00	\$ 83,950.00	\$ 89,039.00
9	\$ 81,357.00	\$ 86,414.00	\$ 91,577.00
10	\$ 83,950.00	\$ 89,039.00	\$ 94,100.00
11	\$ 86,414.00	\$ 91,577.00	\$ 96,644.00
12	\$ 89,039.00	\$ 94,100.00	\$ 99,241.00
13	\$ 91,577.00	\$ 96,644.00	\$ 102,001.00
14	\$ 91,577.00	\$ 96,644.00	\$ 103,684.00
15	\$ 91,577.00	\$ 96,644.00	\$ 105,363.00
16	No further advancement		\$ 107,044.00
17			\$ 108,725.00
18			\$ 108,725.00
19			\$ 110,406.00
20			\$ 110,406.00
21			\$ 110,406.00
22			\$ 114,116.00
23			\$ 114,116.00
24			\$ 114,116.00
25			\$ 120,016.00

**Initial** Column placement is determined by the number of semester units taken after the degree (BA or MA) is obtained and not prior to the degree being awarded. **For current unit members, completion of pre-approved professional growth units (or degrees) shall be counted towards column advancement on the salary schedule.**

For fully credentialed teachers hired on or after July 1, 2022, with less than 3 years of prior teaching experience, the initial step placement on the TK-12 salary schedule shall be Step 4. For unit members hired on or after July 1, 2022 with emergency credentials and no prior teaching experience, the initial step placement on the TK-12 salary schedule shall be Step 1. The maximum initial step placement on the TK-12 salary schedule shall be Step 15 for work experience.

The work year of Librarians includes 5 additional workdays, and they receive an additional 4% of Step 1, Column 1 of this salary schedule which is included in the base salary.

The work year of Counselors includes 5 additional workdays, and they receive an additional 4.7% of Step 1, Column 1 of this salary schedule which is included in the base salary.

\$1,000/year for advanced degree (Ed.D or Ph.D)

\$1,500/year for National Board Certification & American Speech-Language Certification

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**NEW EXHIBIT - SLP SALARY SCHEDULE – 2025-26**

<b>Step</b>	<b>BA+75 OR MA+24</b>
<b>1</b>	<b>\$ 94,100.00</b>
<b>2</b>	<b>\$ 96,644.00</b>
<b>3</b>	<b>\$ 99,241.00</b>
<b>4</b>	<b>\$ 102,001.00</b>
<b>5</b>	<b>\$ 103,684.00</b>
<b>6</b>	<b>\$ 105,363.00</b>
<b>7</b>	<b>\$ 107,044.00</b>
<b>8</b>	<b>\$ 108,725.00</b>
<b>9</b>	<b>\$ 108,725.00</b>
<b>10</b>	<b>\$ 110,406.00</b>
<b>11</b>	<b>\$ 110,406.00</b>
<b>12</b>	<b>\$ 110,406.00</b>
<b>13</b>	<b>\$ 114,116.00</b>
<b>14</b>	<b>\$ 114,116.00</b>
<b>15</b>	<b>\$ 114,116.00</b>
<b>16</b>	<b>\$ 120,016.00</b>

**\$1,000/year for advanced degree (Ed.D or Ph.D)**

**\$1,500/year for National Board Certification & America Speech-Language Hearing Association Certification**

***EXHIBIT F - CERTIFICATED EXTRA PAY ASSIGNMENTS – 2025-2026 ~~2022-23~~***

ATA proposes to add stipend for Albany Middle School Band, identical to that for Albany High School #5 Band. Stipend will be 0.06% of step 1, paid monthly for the duration of the school year.

## **ARTICLE 16 - HOURS OF EMPLOYMENT**

**16.1** The certificated employees are professionals as demonstrated by past performance. This agreement on hours of employment is based on mutual respect and trust.

**16.1.1** It is understood and agreed that, as professionals, the certificated employee shall utilize the time before and after the unit member's regular day instructional assignment (including preparation period) to carry out professional responsibilities.

### **16.2 Lunch Period**

Unit members grades K-12 shall be entitled to one (1) uninterrupted duty-free lunch period per day of not less than forty-five (45) minutes. The duty-free lunch period at each school site shall be established by the principal after consultation with the school staff. On minimum days at the Albany Middle School, the lunch period shall be forty (40) minutes.

### **16.3 Meeting Schedules**

Neither the District nor the principal shall schedule meetings which will conflict with the regularly scheduled monthly meeting of the Albany Teacher's Associations Association/California Unit members Association/National Education Association.

### **16.4 Professional Duties**

Unit members shall participate in the following professional duties: Back-To-School Night, Open House, student extra-curricular activities, I.E.P. teams, parent and student conferences, and Board approved and scheduled staff development days. Assignments for student extra-curricular activities (for example, sports, graduation) shall be equitably distributed among the unit members. Voluntary participation in other school related activities (for example, clubs) shall be taken into consideration when assignments are made. No unit member shall be required to remain at school past 4:00 p.m. for such duties except for events traditionally scheduled past that hour or in emergency situations, however, effective July 1, 2021, and with the implementation of a new bell schedule with an 8:30 a.m. start time or later, no unit member at the high school level shall be required to remain at school past 4:30 p.m. for such duties except for events traditionally scheduled past that hour or in emergency situations. Effective July 1, 2022, and with the implementation of a new bell schedule with an 8:20 a.m. start time or later, no unit member at the middle school level shall be required to remain at school past 4:20 p.m. for such duties except for events traditionally scheduled past that hour or in emergency situations.

Every effort will be made to schedule IEP, SST and 504 meetings during the regular work day. Members who choose to participate in these meetings outside the regular work hours specified above will be compensated at their per diem hourly rate.

### **16.5 Absence During Duty Hours**

In the event it becomes necessary for a unit member to be temporarily away during the duty hours, which include preparation time, prior arrangements with the principal or designee must be obtained.

### **16.6 Release Time** - Release time may be provided for unit members to participate on:

**16.6.1** Committees to develop standards of proficiency;

**16.6.2** School Site Councils;

**16.6.3** Staff development committees;

**16.6.4** Committees to develop individual education programs for handicapped children.

**16.6.5** All other District-wide committees

### **16.7 Faculty Meeting**

The unit members shall attend one (1) faculty meeting each week when scheduled by the principal, and the unit members shall be provided with an agenda prior to each meeting. No unit member shall be required to remain in attendance at such meetings past 4:00 p.m. unless in an emergency or unusual situation as declared by the principal, however, effective July 1, 2021, and with the implementation of a new bell schedule with an 8:30 a.m. start time or later, no unit member at the high school level shall be required to remain at school past 4:30 p.m. unless in emergency situations.

### **16.8 Access to School Site**

The unit member shall have full access to all school facilities for the purpose of conferencing, planning, preparing, and individual student remediating until 5:00 p.m., every school day.

### **16.9 Preparation Time**

**16.9.1** Unit members, grades TK-K, shall be provided with a time for preparation and planning of not less than ninety (90) minutes per week during the instructional day as scheduled by the principal, ~~and unit members grades 1-3 shall be provided with a time for preparation and planning of not less than one hundred twenty (120) minutes per week during the instructional day as scheduled by the principal, no later than September 10, 2014.~~

**16.9.2** ~~Commencing with the 2003-04 school year,~~ Unit members in grades 1 through 5, 4 and 5 will have 235 minutes of preparation time during each complete school week **in no less than 30-minute blocks. Part-time unit members shall receive prep time pro-rated based on their equivalent FTE assignment.**

**16.9.3** Release time unit members, ~~Resource Specialists, Mild Moderate Support Needs Specialists, Extensive Support Needs Specialists, ELD Teachers, Intervention Teachers, Librarians,~~ and Reading Specialists at the elementary level shall have weekly non-classroom prep time of no less than ~~ninety (90)~~ **one hundred and fifty (150) minutes** per week during the instructional day as scheduled by the principal, **in no less than 30-minute blocks. Part-time unit members shall receive prep time pro-rated based on their equivalent FTE assignment.**

**16.9.4** Preparation time for unit members of grades 6-12 shall be one class period per day.

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**16.9.5** Upon request, a Special Day Class unit member and a unit member in a regular education classroom where a Special Day Class student is mainstreamed shall be provided a maximum of two hours per month, paid at their hourly rate, to meet planning purposes. Such collaboration may take place during their prep time or outside contractual hours.

**16.9.6** Upon request, a unit member teaching in a regular education classroom and Resource Specialists shall be provided a maximum of two hours per month paid at their per diem hourly rate to collaborate and plan to best meet the needs of students with disabilities. Such collaboration may take place during their prep time or outside contractual hours.\

**16.9.7** Speech and Language Specialists shall be provided with preparation, assessment writing, and planning time of an average of fifty-five (55) minutes during the instructional day.

**16.10 Fourth, Fifth, and Sixth Grade Overnight Trips**

**16.10.1** The Fourth grade overnight trips, Fifth grade overnight trips, and the Sixth grade overnight trips (collectively referred as “Trips”) are optional. Each classroom unit member shall determine whether his/her class shall participate.

**16.10.2** The District shall notify parents that the Trips are optional.

**16.10.3** Unit members may, but shall not be required to participate in fundraising efforts regarding the Trips.

**16.10.4** If a unit member elects not to participate in the Trips, volunteer unit members may be solicited to plan, coordinate, and supervise the Trips. If a Fourth, Fifth, or Sixth grade unit member opts out, the opt out Fourth, Fifth, or Sixth grade unit member will be responsible for teaching the volunteer unit member’s class during the Trip.

**16.10.5** A unit member, with only one year of teaching experience, not teaching Fourth, Fifth, or Sixth grade, is not eligible to volunteer to take another unit member’s class during the Trip. A Fourth, Fifth, or Sixth grade unit member can volunteer to plan, coordinate and supervise a second Trip for another unit member.

**16.10.6** Unit members who plan, coordinate, and supervise a Trip of three days and two nights or more shall receive a maximum stipend as set forth on the Extra Pay Assignments Schedule, Exhibit F. This amount shall be prorated for trips of fewer days. One stipend shall be allocated per classroom.

**16.11** On a voluntary basis and by mutual agreement from unit members, classes may be held outside the usual school hours of the professional day of unit members of periods 1-7 at Albany High School. The class is not intended to add to the unit member’s professional day as defined in the contract.

## ARTICLE 18 - CLASS SIZE/SPECIALIST CASE LOADS

**18.1** The District will maintain class size in accordance with existing State law, and will adhere to the following maximum class size for the duration of the contract:

A. Grades TK-K = 24

B. Grades 1 - 3 = 25

C. Grades 4 - 6 = 29

~~D. Grades 7 - 8 = 30-31~~

E. Grades 7 - 12 = Unit members shall not be assigned more than one hundred fifty (150) students per day with the exception of physical education, music, driver education classes, student government/leadership and performing arts. The performing arts exception shall apply with unit member approval.

**For grade span adjustment purposes (Education Code Section 42238.02), the average school site K-3 ~~TK-3~~ class enrollment shall not exceed twenty-five to one (25:1).** Classes funded through the State Class Size Reduction Plan that are required to have less than thirty (30) students shall be counted as thirty (30) students for the purpose of calculating total students per day under this section.

**18.1.1** In order to maintain the integrity of the existing specialist program, the District recognizes the following pupil load maximums:

**18.1.2 Mild to Moderate Support Needs (MMSN) Resource Specialists** shall have a caseload maximum of ~~27~~ ~~26~~ **25 students** ~~23~~ ~~27~~ students. If a **MMSN Resource Specialist** conducts more than twelve (12) formal assessments during the school year, they shall be entitled to one half (1/2) release day for each additional formal assessment. Formal assessments shall be defined as an initial or triennial that include teacher observations, interviews, and direct standardized assessments.

**18.1.3 Extensive Support Needs (ESN) ~~Special Day Class (SDC)~~** – class load/class size maximum is ~~12~~ ~~11~~ **10 students** ~~10~~ ~~12~~ students. If an **ESN ~~SDC~~ Teacher** conducts more than six (6) formal assessments during the school year, they shall be entitled to one half (1/2) release day for each additional formal assessment. Formal assessments shall be defined as an initial or triennial that include teacher observations, interviews, and direct standardized assessments.

**18.1.4 Elementary Physical Education Specialist** - consistent with elementary class size maximum as contained in Section 18.1.

**18.1.5 K-5 Reading Specialist** - mutually agreed upon between all elementary principals and all reading specialists annually. If there is no agreement, the parties shall select a mutually acceptable mediator.

**18.1.6 Nurses** - 1400 students per nurse with additional consultation services for Children's Center.

**18.1.7 Speech and Language Specialist** – Preschool caseload, ages three (3) to five (5), shall be consistent with Education Code requirements. TK-12 caseload shall not exceed fifty-five (55) students.

**18.1.8 ELD ~~E.S.L.~~** - Elementary = 65

Middle School/High School = 25 single level, 20 multi-level per period.

(a) If maximum case load is exceeded and if aide time is not already provided, the affected specialist may request, in writing, three (3) hours of aide time per day for every week or partial week during which the maximum is exceeded.

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(b) This aide time will be pro-rated for less than full-time employees.

(c) The aide time shall be credited after the first twenty (20) school days of each semester and ten (10) days after the maximum has been exceeded at any other period of the year.

**18.1.9** Librarians - consistent with fire code limitations.

**18.1.10** Counselors Elementary = 525

Middle School = 500

**Middle and High School = 325**

**18.1.11** 6-12 PE Unit members - the student contacts shall be no more than 200 (or fraction of 200 students contacts per section for part-time P.E. unit members) for grades 6-12 Physical Education unit members, with a class size maximum of forty (40). If the unit member exceeds 200 student contacts per day or exceeds 40 in a class, up to a maximum overage student contacts of 203 or class size maximum overage of forty-one (41) the unit member shall be paid an amount per week not to exceed the overage rate of \$100.00 per week. No 6-12 P.E. class shall exceed 41 students.

**18.1.12** Psychologists – **Effective July 1, 2026** shall be employed with a ratio of no more than **1:800** ~~1:750~~ ~~1:1000~~ students.

**18.2** The District shall consider assignment of students in a manner which does not exceed the class size provisions of Section 18.1. (~~TK-6~~ ~~TK-8~~ ~~K-7~~ students exceeding the class maximums shall be equitably distributed within proper grades within the school district.)

**18.2.1** In the case of proposed changes in the maximum specialist pupil loads, the Association and the District shall mutually agree upon such changes. If agreement cannot be reached, current maximums will be maintained.

**18.2.2** The Association recognizes that the District has the right to add new or delete existing specialist programs, and in so doing will not be bound by Section 20.2.

**18.2.3** When a new program is established, the Association and the District shall mutually agree on the case load for the new program.

**18.3** If class size/caseload maximums are exceeded, the affected unit member shall be notified of his/her eligibility for overage payment for every week or partial week during which the maximum class size is exceeded. No credit shall be accrued for the first 20 days of any semester or in the case of ~~TK-6~~ ~~TK-8~~ ~~K-6~~ the first 20 days of any school year unless the maximums continue to be exceeded following this 20-day grace period. In this event, overage shall be retroactive to the date the maximum was exceeded.

If class size maximums are exceeded, the unit member shall be paid the overage rate of \$100.00 per week. ~~per student.~~ For ~~release time teachers and~~ part time unit members, the overage rate of \$100.00 shall be prorated proportionally to their full time equivalent assignment. Overage shall not be paid during winter, midwinter and spring breaks.

In no event shall the class size maximums or unit member load maximums be exceeded by more than two students. This includes special day class students who are mainstreamed into the regular classroom. If all available classes are at contract limits and an additional student

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enrolls, the District and ATA will meet to consider a solution to the additional enrollment short of establishing an additional class.

For job share unit members, the overage rate of \$100.00 shall be split proportionately among the unit members according to their full time equivalent assignment.

**18.4** A unit member may request class load relief when he/she believes that the class composition interferes with the instructional program or that class size prohibits adequate teaching of the established curriculum.

## ARTICLE 21 - TRANSFER AND REASSIGNMENT

### 21.1 Transfer

**21.1.1** A transfer is the move of a unit member from one work location to another work location at a different site.

**21.1.2** Unit members who are transferred during the school year shall be allowed four (4) days of release time for preparation on a date agreed upon by the unit member and the principal. The District shall provide assistance in the moving of the unit member's instructional materials whenever a unit member is transferred.

### 21.2 Voluntary Transfer

**21.2.1** A unit member may submit a request for transfer to the District at any time. In addition, a request for transfer may be submitted subsequent to the posting of a vacancy notice pursuant to the posting procedure of this article.

**21.2.2** Requests for voluntary transfers shall be placed in writing and include the reasons for the request. The written request shall be submitted to the principal of the requested site who will forward it to the Superintendent for consideration. The request shall be treated as confidentially as practicable. Any request shall be in effect for the duration of the school year and must be renewed thereafter.

**21.2.3** If a request for voluntary transfer is denied, the unit member shall be granted, upon denial. The reasons shall be provided in writing upon request.

**21.2.4** Unit members returning from leave shall be accorded all rights provided under this section.

**21.2.5** The Superintendent has final authority to grant or deny voluntary transfer requests and to determine the existence of a vacant position.

**21.2.6** The Superintendent shall evaluate these criteria when considering a voluntary transfer request:

- (a) The demonstrable needs of the educational program;
- (b) Unit member certification, experience, and training;
- (c) Racial, sexual, and ethnic balance in schools;
- (d) Seniority within the District.

All other factors being equal, seniority within the District shall prevail.

### 21.3 Reassignment

**21.3.1** A reassignment is the move of a unit member's full-time assignment from one department to another where the education program is departmentalized, or from one grade level to another where the education program is provided in self-contained classrooms, without a change in work site.

**21.3.2** Unit members may initiate reassignment by making a written request to the principal.

**21.3.3** Principals shall consider unit member preference as well as the needs of the school when considering staff assignments.

**21.3.4** If the request is denied, the principal shall schedule, if requested, a meeting with the unit member to discuss the reasons for the denial. These reasons shall be provided in writing upon request.

**21.3.5** Unit members reassigned to a new work location within the site shall be provided with assistance in moving instructional materials and equipment to the new location.

**21.3.6** Classroom unit members who are reassigned during the school year shall receive two (2) days of release time at a time mutually agreed upon by the unit member and the principal. The District shall provide assistance in moving instructional materials.

**21.3.7** Unit members will be given the earliest possible notice of intended reassignment.

**21.3.8** The principal has the final authority to reassign unit members to positions on the same site.

## **21.4 Relocation**

**21.4.1** A relocation is the move of a unit member from one work location to another work location; a relocation may take place at the same site or between sites. It does not necessarily involve a reassignment or transfer.

**21.4.2** Whenever a unit member is relocated, the District shall provide up to four (4) days of release time or four (4) days of compensation at the extra pay hourly rate to the extent the unit member works such hours during non-school time. These days shall not be available if the unit member has been reassigned or transferred and is already receiving days under those sections.

**21.4.3** This relocation provision is intended to apply to individual relocations and not to departmental, group or site relocations which are covered in sections 21.6.4.2.

## **21.5 Vacancies**

**21.5.1** A vacancy is any vacated or newly-created position as determined by the Superintendent.

**21.5.2** Unit members desiring to transfer to a vacancy shall provide the principal with a written request stating their reasons for transfer. The request shall be sent to the Superintendent for consideration.

**21.5.3** Notices of vacancies will be posted at all sites throughout the school year upon knowledge of such vacancies. Notices shall contain a closing date of five (5) work days following the posting date of the notice of vacancy.

**21.5.4** No assignments to posted vacancies shall be made until the closing date.

**21.5.5** The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted openings which may arise during the summer recess or period of leave. The unit member's request must be in writing and must include a mailing address for the summer or period of leave.

**21.5.6** Notices of vacancies with job announcements shall be sent to the ATA president at his/her home and work addresses.

## **21.6 Involuntary Transfer**

**21.6.1** Involuntary transfers shall be based on the demonstrable educational needs of the District as determined by the Superintendent. The educational needs of the District include, but are not limited to, changes in enrollment patterns, changes in school attendance boundaries, modifications to programs, personnel actions such as resignations and/or leaves, changes in the grade level configuration of the District, and school closures.

**21.6.2** The Superintendent shall consider these factors when determining an involuntary transfer:

- (a) Unit member certification experience, and training;
- (b) Racial, sexual and ethnic balance in the schools;
- (c) Seniority within the District.

All other factors being equal, seniority within the District shall prevail.

**21.6.3** In the event that involuntary transfers are necessary for declining enrollment, plant closure, or the discontinuance of a particular kind of service, the following procedure shall govern:

**21.6.3.1** The principal shall call a faculty meeting and communicate to staff members present the number of positions subject to transfer.

**21.6.3.2** Volunteers shall be solicited from the staff for consideration for such transfers.

**21.6.3.3** Voluntary transfers shall not be construed as administrative-initiated transfers.

**21.6.3.4** In the event there are not sufficient volunteers, transfers shall be based on the unit member's proper credential, experience, legitimate needs of the educational program of the District, and racial, sexual, and ethnic balance in the schools. All other factors being equal, District-wide seniority shall be the primary consideration.

**21.6.3.5** Whenever possible, staff members 60 years of age or older shall be exempt from this provision.

**21.6.4** If the school is to be closed, or partially closed, unit members at that school shall have first priority of assignment to the schools to which students at the closing school are being assigned.

**21.6.4.1** The unit member from the closed, or partially closed school shall also be accorded first priority for filling all vacancies that arise for which they have an appropriate credential. When two or more of these unit members apply for the same vacancy, the determination of which unit member fills the position shall be based on the criteria listed in 23.2.6.

**21.6.4.2** At least six (6) months (or as soon as known) prior to the opening, closure, or partial closure of a site, the parties shall meet to negotiate the impact.

## **21.7 Temporary Teachers**

### **21.7.1 Definition**

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~~Temporary teachers are those persons requiring certification qualifications, other than substitute employees, who are hired to fill the following types of temporary positions:~~

- ~~(a) All certificated positions that are funded by grants, fundraising, or any funding source that is uncertain or variable from year to year.~~
- ~~(b) A temporary slot will be maintained for each probationary or permanent certificated unit member on an approved leave of absence.~~
- ~~(c) A temporary slot will be maintained for each probationary or permanent certificated employee who serves in a temporary administrative capacity.~~

21.7.2.

~~Movement to Probationary Status: The following guidelines will apply when moving temporary teachers to probationary status.~~

- ~~(a) "Date of Hire" will be used for placement on the certificated seniority list.~~
- ~~(b) When a probationary position opens in the district, the temporary teacher who possesses the necessary credentials, has satisfactory evaluations, and greatest seniority will be offered that position before considering external candidates.~~
- ~~(c) Temporary teachers who hold only emergency credentials for their current assignment will not be moved to probationary status.~~

**21.7.1. Temporary Teacher Vacancies**

**Vacancies for temporary positions will be clearly indicated as such in job postings.**

21.7.2 Notice of Probationary Vacancies

~~Temporary teachers who have indicated a desire to continue working in Albany Unified will be notified of any probationary job vacancies at the time of posting.~~

**21.7.3. Temporary Teacher Notifications**

**Temporary teachers shall be notified of whether the District intends to give them a contract for the following year, or the progress of the categorical funding and hiring, at least thirty (30) calendar days before the last school day of the year, unless it is impossible to do so.**

## ARTICLE 22 - CHILDREN'S CENTER

### 22.1 Provisions

**22.1.1** Provisions of this Agreement shall apply to Children's Center unit members except as otherwise provided in the Agreement.

### 22.2 Work Year

**22.2.1** (a) Work year for Preschool Unit members shall be two hundred and fifteen (215) days.

(b) Work Year for the School Age Program unit members shall be aligned with the K-12 student instructional calendar and any K-12 staff development days that occur within the first and last instructional day of the school year. (Exhibit T)

**22.2.2** After the Center calendar has been established, unit members shall request the scheduling of their non-teaching days from the Center Director.

**22.2.3** Unit member's request for non-teaching days must be submitted in writing and in units of five (5) or more by the 5th of the month for days off beginning on the 20th of the month and by the 20th of the month for days off beginning on the 5th of the following month.

**22.2.4** No more than fifteen (15) of the total allotted non-teaching days may be taken not subject to the notification requirements of Section 24.2.3, but subject to the provisions of 24.2.5. Requests shall be submitted in writing at least two (2) working days in advance.

### 22.3 Work Day

**22.3.1** Faculty meetings are integral to the operation of the Center and foster good communication among all staff members. The Center Director may request unit members to attend one, sixty (60) minute faculty meeting each month either before or after their regular duty day. Faculty meetings shall not be scheduled on evenings when the School Board meets. Unit members shall be provided an agenda prior to each meeting.

**22.3.2** No Children's Center unit member shall be required to work a split shift duty day.

**22.3.3 (a)** The seven (7) hour work day for Preschool unit members will be composed of 6.5 hours of student instructional time and a 30 minute break.

**22.3.3 (b)** The seven (7) hour work day for School Age Program unit members will be composed of 6.5 hours of student instructional time and a 30 minute break.

**22.3.3 (c)** Children's Center unit members shall be entitled to **150 90** minutes of prep time weekly **in no less than 30-minute blocks** to be determined by the unit member and the director.

**22.3.4** Unit members required to extend the duty day beyond assigned hours shall be compensated at their per diem hourly rate of pay. This requires prior approval of the Director.

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**22.3.5** A seven (7) hour work day (which is comprised of 6.5 hours of student instructional time and a 30 minute break) shall be considered full time for purposes of fringe benefits and retirement benefits. Health benefits shall be based on 7 hours as a full time equivalent. A unit member whose regular assignment is 7 hours or more per day shall be entitled to District-provided health insurance benefits.

**22.3.6** Unit members shall have the right to request specific substitutes. The Director shall honor these requests unless the substitute is unavailable or the director deems the substitute is inappropriate for the program.

**22.4 Sick Leave**

**22.4.1** Children's Center unit members shall be entitled to twelve (12) sick leave days per year.

**22.4.2** Children's Center unit members may use five days of allowable personal necessity leave for compelling personal reasons. The Superintendent reserves the right to limit the number of leaves on a specific day.

**22.4.3** Other leave provisions are included in Article 17 and apply to Children's Center unit members.

**22.5 Assignments**

**22.5.1** Unit members shall be informed in writing of their assignment for the Center year prior to the opening of the Fall Program.

**22.5.2** Unit members shall be consulted individually regarding any change in assignments due to unanticipated circumstances after the initial assignment and shall be so informed in writing of the reasons for such change.

**22.6 Calendar**

**22.6.1** The Children's Center calendar shall be developed by a joint committee of Children's Center unit members and the District Children's Center Director. The Children's Center calendar shall be as set forth in Exhibit J and K.

**22.7 Salary Schedule**

**22.7.1** The Children's Center Salary Schedule, Exhibit C and D, shall be increased as set forth in section 11.1(b).

**22.7.2** Children's Center unit members shall be credited for one (1) year salary schedule advancement for each year worked.

**22.7.3** For unit members hired on or after July 1, 2022, the maximum initial step placement on the Albany Children's Center salary schedule shall be Step 15 for work experience.

**22.8 Advisory Committees**

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**22.8.1** A committee of unit members and instructional aides may assist the Director when interviewing applicants for Instructional Aide positions. A unit member from the room where a position is open will be one of the unit member committee members.

**22.8.2** A volunteer committee of unit members and aides will work with the Director to construct the annual budget in an informational and advisory capacity.

**22.8.3** Release time and/or compensatory time will be provided to allow for staff members to attend the meetings referred to above in Sections 22.8.1 and 22.8.2.

**22.9 Class Size**

**22.9.1** Children's Center Class size shall be in accordance with applicable State law and State law shall govern if any provision of this article is contrary to that law.

**22.9.2** If the preschool class exceeds 24 students in attendance, the unit member shall notify the Children's Center Office and the Office shall obtain an additional aide for the day or until the number of students drops to 24 or below.

**22.9.3** If more than 16 school aged children are present with only one adult employee at any time, the District shall provide an additional adult employee.

**22.10 Contingency Provision**

Should Children's Center funding sources be reduced at any time during the term of this Agreement, the District shall have the right to open negotiations on the salary and fringe benefits of Children's Center employees.

*ATA-AUSD Successor Negotiations 2025-2028*

*ATA Counter Proposal*

*October 15, 2025*

*ATA proposes ~~two~~ additional provisions, either as separate Memorandums of Understanding (MOUs) or for inclusion in Article 8, Miscellaneous Provisions:*

*1) MOU: Appropriate Use of Artificial Intelligence in School*

Artificial Intelligence (AI) shall not be used to replace bargaining unit positions or to perform work regularly and exclusively performed by bargaining unit members without written agreement with ATA.

Memorandum of Understanding  
Between  
Albany Unified School District  
and  
Albany Teachers Association  
Regarding  
Creation of a Joint Evaluation Tools Committee

December 16, 2025

This Memorandum of Understanding (“MOU”) is entered into by and between the Albany Unified School District (“District”) and the Albany Teachers Association (“ATA”) (collectively, “the Parties”).

The purpose of this MOU is to establish a joint labor–management committee to review, update, and/or develop evaluation tools for certificated unit members, including but not limited to:

- Teachers
- Counselors
- Speech and Language Specialists
- School Psychologists
- School Nurses

This work is intended to align evaluation tools with updated professional standards anticipated to take effect in the 2026–27 school year. To that end, the Parties agree to create a Joint Evaluation Tools Committee (“Committee”). The Committee shall be composed of an equal number of representatives appointed by the District and the Albany Teachers Association (ATA). The Committee shall operate in a collaborative, consensus-seeking manner, and participation on the Committee shall not expand or waive any rights or obligations under the collective bargaining agreement or applicable law.

The Committee’s scope of work shall include, but not be limited to, reviewing existing evaluation tools for the identified certificated classifications; updating and/or creating evaluation tools as appropriate to ensure alignment with updated state and professional standards anticipated for implementation in the 2026–27 school year and with best practices for fair, growth-oriented evaluation; and developing written recommendations for proposed evaluation tools and/or revisions. The Committee shall bring its recommendations to the District and ATA negotiations teams for consideration. The Committee shall have no authority to implement changes to evaluation tools, and any proposed changes shall be subject to collective bargaining and approval by the Parties in accordance with applicable law.