



**MASTER CERTIFICATED EMPLOYMENT AGREEMENT**  
**BETWEEN THE**  
**PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT**  
**AND THE**  
**ASSOCIATION OF PLACENTIA-LINDA EDUCATORS**

July 1, 2002 – June 30, 2005

December 10, 2002

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## **ARTICLE I AGREEMENT**

This agreement is entered into this 12<sup>th</sup> day of December, 2002 by and between the Board of Education of the Placentia-Yorba Linda Unified School District, hereinafter referred to as "District" and the Association of Placentia-Linda Educators/California Teachers Association/National Education Association, hereinafter referred to as "Association".

This agreement shall supercede any rules, regulations or practices of the District which are contrary to or inconsistent with its terms. This Agreement shall remain in effect until June 30, 2005. The Association and/or the District may each reopen the article on salary and fringe benefits and two articles for the 2003-04 school year on or after February 1, 2003. The Association and/or the District may each reopen salary and fringe benefits plus two articles for the 2004-05 school year on or after February 1, 2004.

## **ARTICLE II RECOGNITION**

The District per its Recognition Agreement fully executed on May 14, 1976, recognizes the Association as the exclusive representative for the unit consisting of all full-time and part-time certificated employees under contract, including department chairpersons and lead teachers, and excluding casual (substitutes) and certificated management personnel designated by the Board of Education. The Association agrees that this represents the appropriate unit. The District agrees to meet and confer with the Association, upon request, with respect to the inclusion/exclusion from the bargaining unit of any new or changed teaching position created during the life of this agreement.

## **ARTICLE III DEFINITIONS**

- A. "Unit member" means any employee who is in the unit as recognized and therefore covered by the terms and provisions of this Agreement.
- B. "Immediate supervisor" means the manager who has primary management responsibility for the unit member.
- C. "Immediate family" means the unit member's spouse, the mother, mother-in-law, father, father-in-law, sister, brother, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law of the unit member or spouse; and any relative of the unit member or spouse living in the immediate household of the unit member.
- D. A "day" is a day in which the central administrative office of the District is open for business.
- E. "Service day" means professional day during which the unit member is required to be in attendance.
- F. "Instructional day" means the amount of time each day classes are to be held, unless otherwise provided for in this Agreement.
- G. "School year" means the contractual school year.

- H. "Per diem rate of pay" means the unit member's annual salary divided by the number of service days in the school year.
- I. "Length of service" of a unit member shall be as defined in Section 44845 of the California Education Code.
- J. "Released time" means the time that a unit member is released from regular duties in order to perform District-approved activities as provided for in this Agreement.
- K. "Professional Growth Committee" is a committee comprised of equal representation of administrators and unit members chosen by the Association and convening each year for the purpose of specifying requirements and procedures for unit members to gain salary credit towards column advancement.

## **ARTICLE IV NEGOTIATION PROCEDURES**

- A. The District and the Association shall meet to begin negotiations on a successor agreement thirty (30) days after the Association submits its initial proposal, but not sooner than February 1, 2005.
- B. The District and the Association may discharge negotiation procedures through authorized officers, consultants, representatives, or committees.
- C. The District agrees to release up to five (5) unit members from classroom duties (without loss of compensation or individual leave time) to participate in negotiations.
- D. Negotiations shall take place at mutually agreed upon times and places.
- E. The District will provide for the Association estimates of the beginning balance for the following fiscal year, estimates of total income delineating as necessary restricted funds not available for salary increases, proposed expenditures by intermediate object accounts, and proposed expenditures for programs defined in the California School Accounting Manual as those that must be reported to the Bureau of School Apportionments and Reports. The District will provide the most recent estimates of this information to the Association quarterly. The District will also provide to the Association a copy of any fiscal information relating to the general fund that is used as the basis for discussion or reports at public meetings. The District will further provide two (2) copies of all Board agendas and back-up materials relating to agenda items, exclusive of executive session materials. All requested information will be provided to the Association within a reasonable amount of time.
- F. It is agreed and understood that during the period of renegotiation, this entire contract shall remain in full force and effect and that no part of the contract shall be changed until there is mutual agreement signed by both parties.

## **ARTICLE V NON-DISCRIMINATION**

- A. The District and the Association recognize the right of a unit member to form, join, and participate in employee organizations and the equal right of a unit member to refuse to form, join, or participate in employee organizations.
- B. The District shall not illegally discriminate against any unit member on the basis of race, color, creed, national origin, sex, political affiliation, marital status, physical handicap, membership in an employee organization or participation in the activities of an employee organization.

## **ARTICLE VI RIGHTS AND PRIVILEGES OF THE ASSOCIATION**

- A. The Association shall have access to sites for conducting business when it does not interfere with the instructional program and may enjoy the privileges afforded under the Board of Education policy on use of facilities. The Association may hold such meetings without non-unit members being present as determined by the Association.
- B. The Association shall have the right to post notices of reasonable activities and matters of Association concern on a bulletin board in each school in the District. The Association shall have reasonable use of the Intra-District mail service and unit member's mailboxes for communication to unit members. All communications shall be signed by an authorized representative of the Association.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable times, provided that there shall be no interruption or interference with regular education activities. Upon arriving at a school site, Association representatives shall first report to the office of the site administrator.
- D. The latest revised Placentia-Yorba Linda Unified School District Policies, Rules, and Bylaws manuals shall be available at each site. The California Education Code shall be available, and the District Office shall provide copies of specific Education Code provisions upon request of the Association and/or unit member. Both documents shall be made accessible to individual unit members.
- E. The Association Faculty Representative, upon request, shall be granted a minimum of five minutes during regular faculty meetings to announce the agenda for upcoming Association business.
- F. The Association president shall be granted a leave of at least one-half (1/2) of each service day during the term of office. A schedule will be mutually agreed upon by the President and Superintendent or designee prior to the beginning of the school year.
- G. Each bargaining unit member shall be provided with one (1) copy of the contract within forty-five (45) days after ratification by both parties. In addition, the Association shall receive fifty (50) copies of the contract for Association use. The contract shall be printed at the District's expense and delivered to the Association within thirty (30) days of ratification along with a list of current bargaining unit members and work sites. Distribution of the contract shall be the responsibility of the Association.

- H. Unit members who participate in the production of tapes, publications, books, or educational material produced during unpaid time shall retain residual rights should they be copyrighted or sold by the District.

## **ARTICLE VII PERSONNEL FILES**

- A. “Personnel file” means the file supervised and maintained by the manager of Certificated Personnel Services at the District’s central office.
- B. Personnel files and copies of items in the personnel files will be released for examination only upon written authorization of the unit member, unless otherwise specified in this Article.
- C. Access to the unit members’ personnel file without specific written authorization will be limited to District personnel authorized by the manager of Certificated Personnel Services for use in identified employment matters.
- D. The unit member shall have access to his/her personnel file and may have a representative present when the file is inspected by the unit member.
- E. Information of a derogatory nature will not be entered or filed into the unit member’s file until the unit member is given a copy and has an opportunity to review and comment thereon. The unit member has the right to attach a dated and signed response.
- F. The person(s) who directs placement of material in a unit member’s personnel file will sign, state their position in authority, and date the material to be filed.
- G. The procedures for the maintenance of the confidentiality of personnel files by the manager of Certificated Personnel Services shall include a dated log which shall be available to the unit member for inspection and copying.
- H. The personnel files are the property of the District and all the contents of these files will be kept in the strictest confidence.
- I. The home addresses and home telephone numbers of employees of the school district shall not be deemed to be public records and shall not be open to public inspection, except that disclosure of that information may be made pursuant to Government Code Section 6254.3.

## **ARTICLE VIII GRIEVANCES**

- A. Definitions
  - 1. A “grievance” is a claim by a unit member(s) that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement, which directly affects the grievant(s).
  - 2. A “grievant” is a unit member(s) who files a grievance. A “grievant” may also be the Association.
- B. Time limits

Time limits shall be met unless changes are mutually agreed upon between the grievant and the District.

- C. Informal level
  - 1. Before filing a written grievance, the grievant and immediate supervisor shall attempt to resolve any alleged violation by informal conference.
  - 2. If resolution is not reached with the immediate supervisor, the grievant shall meet with the Superintendent or designee to try to resolve the alleged violation.
- D. Formal level
  - 1. Level I
    - a. Any grievance must be presented to the grievant's immediate supervisor within five (5) days from the date of the last informal conference. No grievance shall be processed concerning any action or event which occurred more than forty-five (45) instructional days prior to the filing of the formal written grievance. In the event that the grievance occurs within forty-five (45) instructional days of the close of school, the time line will be extended to October 1 of the next school year.
    - b. This statement shall be a clear, concise statement of the grievance, the facts on which it is based, the date of the grievance, the specific section(s) of the Agreement allegedly violated, and the specific remedy requested. A copy of this grievance shall be sent to the immediate supervisor and the Association president.
    - c. The immediate supervisor shall communicate a decision to the unit member in writing within five (5) days after receiving the grievance. If the immediate supervisor does not respond within the time limit, the grievant may appeal to the next level.
    - d. Within the above time limit, the grievant or the immediate supervisor may request a personal conference with the other party.
  - 2. Level II
    - a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision to the Superintendent or designee within five (5) days.
    - b. This appeal should include a copy of the original grievance, and the results of attempts to resolve the grievance at Level I, and a clear, concise statement of all the reasons for the appeal. A copy of this appeal shall be sent to the immediate supervisor and the Association president.
    - c. The Superintendent shall communicate a written decision with five (5) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the time limits. If the Superintendent does not respond within the time limit, the grievant may appeal to the next level.
  - 3. Level III
    - a. In the event the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may, within five (5) days following, submit a written request to the Association that the Association submit the grievance to mediation. The Association, by written notice to the Superintendent or designee within five (5) days after receipt of the grievant's request, may submit the grievance to mediation. The parties shall submit to the California State Conciliation Service a written request for immediate services of a

mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process by providing a written response. The fees and expenses, if any, of the mediator shall be equally shared by the District and the Association. All other expenses, except for reasonable released time of the grievant and his/her representative, shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other, except for released time as provided by the law.

- b. At the outset of this process, the mediator shall schedule and hold a conference at which time the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements at each previous grievance step. In addition, the grievant shall submit to the mediator and the District a clear, concise, written statement of the reasons for his/her appeal to the mediation process and the remedies sought.
- c. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties of the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- d. If the Association and the District reach agreement at Level III mediation, said agreement shall be final and binding upon all parties to the grievance.
- e. The District and the Association have agreed that this step (mediation) may be waived by mutual written agreement of the District and the grievant. If no satisfactory settlement is reached within five (5) teacher workdays following the receipt of the written response with the mediator, either party may appeal the grievance to the next step (arbitration).
- f. The written opinions and conclusions of the mediator are to be given serious consideration as an acceptable resolution to the dispute, but they may be rejected by either party by writing to the other stating the reasons for the rejection. In the event of rejection by either party, the parties agree the mediator's suggested resolution may not be offered as evidence in any subsequent arbitration.

4. Level IV

- a. In the event the grievant is not satisfied with the decision at Level III, the grievant may within five (5) days submit a request in writing to the Association for arbitration of the dispute. The Association may then, by written notice within fifteen (15) days, submit a grievance for binding arbitration. A copy of this notice shall be sent to the Superintendent.
- b. After the District receives a copy of the request for binding arbitration, the Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names of persons experienced in hearing grievances in public schools. Each party shall delete a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the deletion shall be determined by lot.

- c. The arbitrator may hear and determine only one grievance at a time unless the District and the Association expressly agree otherwise. However, both parties will endeavor to handle in good faith and in an expeditious and convenient manner those cases which involve similar facts and issues.
- d. The arbitrator shall hear evidence and render a decision on the issue or issues submitted to the arbitrator. If the District and grievant cannot agree upon a submission agreement, the arbitrator shall refer to the written grievance and the answers thereto at each step.
- e. The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the Association. All other expenses shall be borne by the party incurring them.
- f. The arbitrator shall have no power to add to, subtract from, or modify the terms of this Agreement.
- g. After a hearing and after both District and grievant have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties the findings and recommendations which shall be binding to the parties.

E. General Provisions

- 1. No reprisals will be taken by any party involved in the grievance procedure by reason of such participation.
- 2. Grievance records will be kept in a separate grievance file in the office of Personnel Services.
- 3. Released time when necessary will be provided by the District for the grievant and/or representative to participate in the grievance procedure.
- 4. The grievant is entitled to Association representation at each step of the grievance procedure.
- 5. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this article by the end of the school year, and if leaving it unresolved until the beginning of the following school year could result in harm to the grievant, the time limits will be reduced in an attempt to resolve the grievance before the end of the school year.
- 6. In the event an alleged violation, misinterpretation, or misapplication affects more than one unit member in a similar manner, the Association may process such a grievance on behalf of these individuals beyond the informal level.
  - a. At Level I of the formal level, the Association will provide verification from all involved unit members that they are a party to the grievance.
  - b. If the grievance is resolved to the satisfaction of any grievant, that individual will so notify the District and the Association in writing. Said individual shall no longer be a party to the grievance.
  - c. The Association shall not continue the grievance beyond the level at which all the grievants agree a satisfactory resolution has been reached.
- 7. In the event the Association is the grievant, the grievance shall be initiated at the Superintendent or designee level of the informal and formal.

## **ARTICLE IX**

### **ASSOCIATION DUES AND PAYROLL DEDUCTIONS**

- A. Unit members who request payroll deductions shall sign and deliver to the District an assignment authorizing deductions of Association dues and fees. Such assignment shall continue in effect unless revoked in writing during the period between June 30 and July 30 at the expiration of this agreement. Pursuant to such authorization, the District shall deduct one-tenth of such annual fees from the regular salary check of the unit member each month for ten (10) months of each year. Deduction changes and new members' authorizations shall be delivered to the District by September 10.
- B. Deductions for unit members who sign authorizations after September 10 shall be made according to the Association's prepared schedule.
- C. Pursuant to authorization of the unit member, the District agrees to remit the monies to the Association monthly, accompanied by an alphabetical list of the unit members for whom deductions have been made. Changes to the list will be given to the Association as available no less than on a quarterly basis.
- D. The Association agrees to furnish information needed by the District to fulfill the provisions of this Article.
- E. The Association agrees to reimburse directly to the unit member any amount improperly deducted by the District under Sections A through D.
- F. Upon appropriate written authorization from the unit member, the District shall deduct the authorized sum from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations or any other plans or programs mutually approved by the Association and the District.
- G. The Association shall be notified by the District of possible rate changes in payroll-deducted plans and programs within ten (10) service days after the information is received by the District. Unit member shall be notified by the District of rate changes in payroll-deducted plans and programs no less than thirty (30) days prior to implementation by the District. If a unit member does not want to participate in the affected program(s), unit member must notify the payroll department in writing before the next tenth of the month or the increased deduction will be made automatically.
- H. Agency Fee/Fair Share
  - 1. Unit members must, as a condition of continued employment, choose, either: to become a member of the Association; or, to pay to the Association a fee for representation services; or, to refrain from either of the above courses of action upon the grounds set forth in section c below.
    - a. Unit members who elect to become Association members shall maintain membership for the duration of the agreement pursuant to Government Code 3540.1(i).
    - b. Unit members who elect to pay to the Association (fee payer) a service fee shall pay to the Association a fee in an amount equal to unified membership dues and general assessments. No portion of this service fee shall be used for political purposes. Moreover, the Association shall comply with all PERB regulations and the Hudson decision.

- c. A unit member is exempt from the requirements of a service fee as a condition of employment if such a unit member is a member of a bona fide religious body whose traditional tenets of teachings include objections to joining or financially supporting employee organizations as defined by Government Code 3540.1 (d). Such an exempt member shall, as an alternative to payment of a service fee to the Association, pay an amount equivalent to the representation fee to one of the following charitable funds exempt from taxation under section 501 (c) (3) of Title 26 of the Internal Revenue Code:
    - (1) United Way
    - (2) Placentia Boys' and Girls' Club
    - (3) Placentia-Yorba Linda Educational Foundation
- 2. New unit members hired by the District shall, within thirty (30) days from the date they commence their assigned duties, either become members of the Association or pay to the Association a service fee in an amount equal to unified membership dues and general assessments. Payments of such fees shall be paid either by monthly payroll deductions or by cash payment directly to the Association in one lump sum within thirty (30) days of the effective date of employment on or before October 1. In the event that an employee shall not pay such fee directly to the Association, the Association shall notify the District of said failure to pay, and the District shall begin automatic payroll deductions as provided for in California Education Code Section 45061. There shall be no charge to the Association for mandatory service fee deductions. As a condition of continuous exemption, unit members electing exemption (section 1.c. above) shall provide proof of payment and written statement of objection along with verifiable evidence of membership in a religious body specified in section 1. (c) above. Proof of payment shall be in the form of receipt and/or canceled checks indicating the amount paid, date of payment and to whom payment in lieu of the service fee has been made.
- 3. The District shall not make service fee deductions for unit members who are in unpaid status, but shall deduct a pro rata share of the service fee for part-time new unit members who have not become members of the Association.
- 4. The District agrees to promptly remit all dues or service fees to the Association along with the alphabetical list of the employees for whom such deductions have been made, categorizing them as to members or non-members of the Association, and indicating any change in personnel from the list previously furnished.
- 5. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
- 6. The Association agrees to indemnify and hold the District harmless regarding any legal claim arising out of this agency fee provisions subject to the following:
  - a. The Association agrees to pay to the District all reasonable legal costs incurred in defending against any court action and/or administrative action before PERB challenging the legality or constitutionality of the organizational security provisions of this Agreement, or their implementation.
  - b. The Association shall indemnify the District for any judgment for damages or other liability incurred as a result of an action brought and sustained under 6 a. of this Article.

- c. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this Agreement shall not be compromised, resisted, defended or appealed.

## **ARTICLE X**

### **LEAVES AND ABSENCES**

#### **A. Notification of Absence**

- 1. The unit member is responsible for notifying the District of absences due to illness or any other cause no later than 6:30 A.M. of the morning of absence by calling the telephone number assigned to the District's recording device. Unit members assigned to school sites that have instructional days which begin prior to 8:00 A.M. must notify the District of absences no later than 6:00 A.M.
- 2. The unit member must inform the assigned school or work site no later than 2:00 p.m. if he/she will not be returning on the following day as previously scheduled on the substitute calling system.

#### **B. Definition of Paid and Unpaid Leaves**

- 1. "Paid leave of absence" means a unit member will be entitled to:
  - a. Receive wages and fringe benefits including insurance and retirement benefits
  - b. The same right to a position in the District as if the leave had not been taken
  - c. Receive credit for applicable annual salary increments during the leave.
- 2. "Unpaid leave of absence" means a unit member will be entitled to:
  - a. Retain the right of employment
  - b. The same right to a position in the District as if the leave had not been taken
  - c. Retain membership in the fringe benefit programs at the unit member's expense unless otherwise provided for in this Agreement.

#### **C. Paid Leaves**

- 1. Sick Leave
  - a. The unit member employed full-time five (5) days a week shall be entitled to ten (10) days annual leave of absence with full pay for illness, injury and medical check-up.
  - b. A unit member shall have the right to utilize sick leave provided for in this Agreement for absences necessitated by pregnancy, miscarriage, childbirth and recovery therefrom when a statement from the unit member's physician indicates inability to perform assigned duties.
  - c. Unused sick leave shall accrue from school year to school year.
  - d. Each absence for which a substitute is secured will be chargeable at no less than one-half (1/2) day.
  - e. The unit member serving less than a full school year and the unit member employed on less than a full-time basis shall be entitled to sick leave in proportion to the time served in relation to a school year of full term service under contract.
  - f. The District may require a medical statement for any absence due to personal illness or injury that exceeds three (3) days. In the case where a unit member is aware of possible absence of twenty (20) service days or more, the unit

member shall notify the site manager of the situation and provide the manager of Certificated Personnel Services with a statement from a physician confirming the illness or injury, the prognosis, and an estimate of the anticipated term of absence. Prior to the member's return to regular assignment, a statement from the physician verifying that the unit member can return to the regular assignment without detriment to health must be submitted to the manager of Certificated Personnel Services.

- g. When the unit member is absent from duties because of illness or injury, whether or not the absence arises out of or during the course of employment of the unit member, the amount deducted from the salary due for any month in which the absence occurs shall not exceed the sum which is actually paid the substitute employed to fill the position during the unit member's absence or, if no substitute employee was employed the amount which would have been paid to the substitute had one been employed. Differential pay shall not exceed one-hundred (100) service days. The unit member shall receive a copy of the salary differential computation based on the per diem rate of pay. Said one-hundred (100) service days shall commence on the first service day following exhaustion of accrued sick leave.
  - h. The unit member who has served one (1) full year in the public schools in California within the twelve (12) month period just previous to employment in the District may transfer all accumulated sick leave verified by the former district.
  - i. No later than December 1 of each year, the District will provide the unit member a written statement of:
    - (1) Accrued sick leave total, and
    - (2) Sick leave entitlement for the school year.
  - j. The unit member will be responsible for providing plans and necessary information and materials for a substitute which will enable a substitute to conduct the classes for the day(s) the unit member is absent.
  - k. Any unit member who uses zero (0) sick days for any reason or purpose during a school year will receive two (2) additional sick days credit for the following year. A unit member who uses one (1) day of sick leave during a school year will receive one (1) additional sick day credit for the following year.
2. Industrial Injury and Illness Leave
- a. Unit members shall be allowed Workers' Compensation leave for an injury or illness sustained during the course and scope of employment.
  - b. Unit members who sustain an on-the-job injury or illness shall be eligible for a maximum of sixty (60) service days paid leave in any one fiscal year. This leave shall not be accumulated from year to year. Workers' Compensation leave shall commence on the first day of absence due to the industrial injury or illness.
  - c. When an injury or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the worker injury or illness occurred, for the same injury or illness.

- d. The District Workers' Compensation Program shall be conducted in accordance with State Law, and the cost of medical care necessitated by injury or illness sustained during the course and scope of employment will be paid directly to the attending physician upon application to the District's self-insurance administrator.
  - e. To insure that adequate medical attention is received and to insure that timely application is made to the District's self-insurance administrator, the unit member who sustains an injury shall report the incident to the immediate supervisor within twenty-four (24) hours or as soon as is possible.
  - f. Treatment according to the severity of injury will be provided by the District-designated physician and/or hospital. If, for geographic or personal inconvenience, the designated medical facilities or physicians are not utilized, the unit member shall notify the Personnel Office as soon as possible and make certain that the chosen treating physician or facility reports to the District's self-insurance administrator after treating the patient. It is understood that no claim can be paid until a claim and report is made by the attending physician.
  - g. The unit member shall provide the manager of Certificated Personnel Services with a statement from the attending physician confirming the industrial illness or injury, the prognosis, and an estimate of the anticipated term of absence.
  - h. The unit member shall secure a medical release and give it to the immediate supervisor before being permitted to return to work.
  - i. The District may require that a unit member secure release from District-designated medical authority before being permitted to return to work. The Association will be notified of anticipated changes in the medical authority designated by the District prior to the change actually taking place.
3. Bereavement Leave
- The unit member will be entitled to three (3) service days of released time for bereavement leave for the death of any member of the immediate family. An additional two (2) service days will be granted by the District in the event that travel is in excess of 300 miles one way. No deduction shall be made from the salary of such a unit member nor shall such leave be deducted from leave granted by other sections of this Agreement. The Superintendent may extend the number of days of leave due to emergency situations. Said days of extension for emergency shall be deducted from a unit member's personal necessity leave.
4. Absences for Judicial and Official Court Appearance
- a. Jury Duty
- A unit member shall be entitled to paid leave as required by law for required jury duty. Exclusive of mileage allowance, all monies paid to the unit member for jury duty shall be returned to the District's general fund.
- b. Official Court Appearances
- A unit member who is called for official court appearances (other than as a litigant) by a governmental jurisdiction shall receive leave with pay. All monies received by a unit member from witness fees shall be returned to the District's general fund.

- c. Verification of (a) and (b) must be submitted to the site manager and the reason for absence noted on the Time Exception Report when the unit member returns to work.
- 5. Sabbatical Leave
  - a. Eligibility
 

The unit member will become eligible for a one or two semester sabbatical leave after seven (7) years of service in the District. If sabbatical leaves are granted, the total number of unit members on sabbatical leave per year shall not be more than one (1) percent of the total membership of the unit.
  - b. Conditions
    - (1) The leave shall be for the purpose of study and/or travel which is of benefit to the District and the unit member.
    - (2) Candidates for leave shall submit an outline of plans by February 1, prior to the beginning of the school year the leave is desired, to the site manager for referral to the manager of Certificated Personnel Services and to the District Sabbatical Leave Committee who will review and report to the superintendent. The Superintendent will then make his recommendation to the Board of Education.
    - (3) The unit member accepting leave agrees to remain with the District at least two (2) years following leave or the compensation for leave shall be refunded to the District.
    - (4) Preference for sabbatical leave will be given on the basis of merit of the proposed leave and length of service of the applicant.
    - (5) Rate of compensation for leave shall be one-half (1/2) of the unit member's annual salary for the duration of the leave.
    - (6) The cost for fringe benefits for the unit member on sabbatical leave will be paid by the District.
- 6. Personal Necessity Leave
  - a. Leave which is credited under Article X, Section C.1. may be used, at the member's election, for purposes of personal necessity provided that use of such personal necessity leave does not exceed seven (7) days in any school year. Such leave shall be deducted from accrued sick leave.
  - b. For purposes of this provision, personal necessity leave shall be limited to:
    - (1) Death or serious illness of a member of a unit member's immediate family
    - (2) Imminent danger to the property of unit member, occasioned by a factor such as flood, fire, or natural disaster
    - (3) Religious holidays particular to the unit members' faith
    - (4) Three (3) of the seven (7) days of personal necessity leave may be used for reasons of compelling personal importance.
  - c. Personal necessity leave will not be granted for purposes of:
    - (1) Employee organization business or activity
    - (2) Work stoppage, work slow down, or strike
    - (3) Activities which could normally be attended to outside the service day
    - (4) Recreational activities.

- d. If possible, the unit member shall give advance notification for personal necessity leave to the site manager.
  - e. For the purpose of this provision, the unit member shall identify on the time exception report that the personal necessity is being used in accordance with Sections 6.b.1, 2, 3 or 4 of this article.
  - f. In case of 6.b.1., 6.b.2., or 6.b.3. the site manager may ask the unit member to clarify the reason for personal necessity leave.
  - g. The unit member is responsible for notifying the District substitute caller of intention to take personal necessity leave.
- 7. Parental Leave
 

Up to ten (10) days paid leave will be granted the unit member for parenthood or adoption of a minor. Such leave shall be deducted from accrued sick leave.
- D. Unpaid Leaves
  - 1. Maternity Leave
    - a. The District will provide for unpaid leave of absence from duty for the unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician in conjunction with the District.
    - b. In the event of stillbirth or miscarriage, the unit member desiring to terminate leave shall be reinstated on the date authorized by the attending physician or other licensed health advisor and agree upon by the District and the unit member.
  - 2. Other Unpaid Leaves
 

The District may at its discretion grant the following, but not limited to, unpaid leaves:

    - a. Personal illness
    - b. Personal reasons
    - c. Child rearing
    - d. Study leave
    - e. Extended personal leave
      - (1) Granting of extended personal leave, with medical and life insurance benefits for the unit member continued at the District's expense, shall be subject to the following criteria:
        - (a) The leave shall be for a minimum of one (1) year.
        - (b) The unit member shall be at or beyond the fifth step of any column of the salary schedule at the time of the request
        - (c) No later than June 30 in the year prior to the leave of absence the unit member shall make a written request to the superintendent for recommendation to the Board of Education.
        - (d) It is to the mutual advantage of the District and the unit member to permit such leave.

- E. Unit members on Board-approved leaves (paid or unpaid) which extend through the end of the school year must notify the District no later than May 15 of their intent to return for the next school year.
- F. Fringe Benefit Continuance  
A unit member preparing for a leave of absence or retirement, and unit member being terminated may be eligible to purchase fringe benefits at his/her own expense for up to eighteen (18) months as provided by COBRA legislation. The cost for such benefits shall be the same as outlined in Article XIV, Section H plus any administrative fee as authorized by the COBRA legislation.
- G. The District and the Association acknowledge the rights of a unit member under the Family Rights Acts of 1991 as defined in Government Code Section 12945.2.
- H. Abuse of the provisions of this article may result in disciplinary action.

## ARTICLE XI CLASS SIZE

The Association and the District shall work jointly to explore means to fund a reduction of class size across the district by a minimum of five (5) students per class.

A. Actual class size shall be expressed as the following maximums:

The “maximum” number recognizes that scheduling, facilities and growth patterns may affect class size.

|                      | <u>Maximum</u> |
|----------------------|----------------|
| <u>Elementary</u>    |                |
| Kindergarten         | 32             |
| Grades 1-3           | 32             |
| Grades 4-6           | 36             |
| <br><u>Secondary</u> |                |
| English              | 38             |
| Social Science       | 38             |
| General Education    | 38             |
| Mathematics          | 38             |
| * Science            | 38             |
| Foreign Language     | 38             |
| Business             | 39             |
| * Drafting           | 39             |
| Music                | 39             |
| Homemaking (General) | 39             |
| * Keyboarding        | 38             |
| * Industrial Arts    | 33             |
| * Vocational Shops   | 33             |
| * Fine Art           | 33             |
| * Homemaking (Lab)   | 33             |
| Physical Education   | 50             |
| Continuation School  | 20             |

\* Class size should be appropriate for number of workstations available.

B. The District maximum class sizes for specialists shall be as follows:

|                          | <u>Maximum</u> |
|--------------------------|----------------|
| <u>Elementary</u>        |                |
| Music                    | 70             |
| <br><u>Middle School</u> |                |
| Remedial Reading         | 25             |

High School

Remedial Reading

32

Librarians

One (1) for every high school site above  
1000 students

District-wide

Nurses

Each nurse will be responsible for no more than 2400 students

Special Education

Class size will be differentiated on the basis of the following:

1. Range of handicaps and extent of need for individual instruction.
2. Ages of individuals and severity of handicaps.
3. Staff competencies and number of special education staff at one site.
4. Amount of time individuals in a special class participate in regular classes.
5. Scarcity or density of population.
6. No caseload/class size will exceed Education Code maximums.
7. The District and Association shall jointly monitor caseloads to insure equitability.
8. Any caseload/class size that is deemed excessive by a specialist may be appealed for review to the Director of Pupil Services.

C. If maximums are exceeded beyond any continuous three-week period, means shall be sought to provide relief by:

1. A reduction in class size
2. A mutual agreement to one or more of, but not limited to, the following:
  - a. Additional instructional aide time
  - b. Release from selected adjunct duties
  - c. Release from selected site duties
  - d. Additional released time for classroom preparation
  - e. Clerical assistance
  - f. Reduction of class size in other sections taught.
3. Agreement reached on the above items shall not be in conflict with other sections of this contract.

D. Every effort shall be made to ensure equity of class load among unit members with comparable assignments.

E. A unit member and site manager may agree to increase class size above the stated maximum at the unit member's option.

- F. Full Inclusion Students  
Special consideration will be given a unit member when a severely handicapped student requires intensive services unfamiliar to the regular education teacher. Such consideration will be dictated by the particular accommodation necessitated by the handicapping condition of the student and may include:
1. As much advance notification of placement as possible
  2. The District will solicit volunteers for classroom placement when appropriate
  3. In-service training for affected staff will be provided as needed
  4. Other relief will be provided as mutually agreed upon by:
    - a. A reduction in class size
    - b. A mutual agreement to one or more of, but not limited to, the following:
      - (1) Additional instructional aide time
      - (2) Release from selected adjunct duties
      - (3) Release from selected site duties
      - (4) Additional released time for classroom preparation
      - (5) Clerical assistance
      - (6) Reduction of class size in other sections taught.
    - c. Agreement reached on the above items shall not be in conflict with other sections of this contract.
- G. Combination Classes  
Special consideration will be given to a unit member who is assigned an elementary combination class, or at the secondary level assigned to teach more than one course in the same period, exclusive of special programs. Such consideration will be dictated by the particular accommodation necessitated by the assigned class and may include those provisions as itemized in section F of this article.

## **ARTICLE XII TRANSFERS**

- A. Definitions
1. "Transfer" is a change in site.
  2. "Site" is any administrative unit supervised by an immediate supervisor.
  3. A vacancy exists when an opening is created and/or is not to be filled by a temporary employee, a reassignment, or by the assignment of a management employee.
- B. The District shall give first consideration to all unit member applicants before hiring an applicant from outside the District to fill a vacancy.
- C. Posting of Vacancies
1. Notice of vacancies which occur during the school year shall be sent to each school for posting on the bulletin board and mailed to the Association office within one (1) service day after being posted in the District's central office.
  2. The District shall inform interested unit members regarding vacancies at times other than during the school year by means of the District recording device and posting in the personnel office. Upon request, the District shall mail a copy of the vacancy notice to the unit member.

3. No vacancy shall be filled until the deadline for application has expired, which shall be no less than six (6) days following posting in the District's central office.
- D. Unit Member-initiated Transfers
1. A unit member may request a transfer to take effect during the school year or at the beginning of the next school year.
  2. A unit member desiring a transfer shall first discuss the matter with the immediate supervisor.
  3. Following this discussion, the unit member desiring transfer shall submit a request for transfer to the manager of Certificated Personnel Services and the site manger. The request shall include the unit member's qualifications and preferences as to assignment(s) and school(s).
  4. Requests for transfers that are not acted upon by the District on or before October 1 will become inactive and returned to the unit member.
  5. The District shall select the applicant who possesses the best qualifications for the position as measured by training, education and experience. The qualifications to be considered shall be the same as for District-initiated transfers as described in Section E of this article. If substantially equal qualifications exist between two or more applicants, the applicant with greater seniority with the District shall be transferred.
  6. A transfer request may be rescinded by the unit member at any time prior to the transfer being acted upon by the District.
  7. When a transfer is denied, upon request of the unit member, the specific reasons for the denial will be provided. The unit member may then confer with the manager of Certificated Personnel Services to discuss the matter.
- E. District-initiated Transfers
1. The qualifications, in order, shall be considered when making District-initiated transfers:
    - a. Length of service in the District
    - b. Appropriate credential
    - c. Major/minor field of study
    - d. Previous experience in the grade/subject area
    - e. Demonstrated skills in areas which are adjunct to the regular assignment
    - f. Creating a staff based upon needs and specialized skills or individual capabilities
    - g. Specialized teaching methods such as team teaching or shared assignments
  2. If substantially equal qualifications exist between two or more candidates for a District-initiated transfer, the unit member at the site who has the least seniority in the District shall be transferred first.
  3. When a school is closed, the unit member-initiated transfer of those displaced will be given priority consideration for placement into known vacancies. Unit members not so placed will be transferred using the District-initiated transfer procedure.
  4. When a school is overstaffed to the extent that the number of unit members must be reduced, volunteers shall be transferred first. If there are no volunteers the transfer shall be processed as a District-initiated transfer.
  5. When a new school is opened, vacancies will be filled by unit member initiated transfers before District-initiated transfers are implemented.

6. The District may initiate a transfer when it has been determined by the immediate supervisor, through the evaluation process, that a change in site would improve the unit member's performance. A transfer based on the evaluation process shall take place prior to the beginning of the ensuing school year.
  7. Notwithstanding the provisions above, the District may make District-initiated transfers to provide for the rehiring of terminated unit members.
  8. If a transfer is necessary to meet legal requirements or compelling curricular needs of the District, the Superintendent may make the needed transfer.
  9. When District transfer of a unit member is pending, notice of a transfer will be made in writing to the unit member. Whenever possible the unit member shall be notified at least five (5) days prior to the effective date of the transfer. Reasons shall be included with this notification of transfer and verified by a letter from the manager of Certificated Personnel Services.
  10. In the event that a District-initiated transfer becomes effective after the beginning of the school year, the unit member shall be granted a reasonable amount of released time to effect the transfer. If requested, supplies and materials shall be transported by the District.
- F. Assignments
1. All unit members will receive their tentative site and teaching assignments by June 1 of each year.
  2. At the time of hiring, new unit members will receive their tentative site and teaching assignments.
  3. If, after the start of the school year, a unit member's principal classroom must be changed, the District will, when requested, provide assistance in moving the unit member's supplies and materials.
  4. In the event that a unit member is reassigned after the beginning of the school year, that unit member shall be granted a reasonable amount of released time to prepare for the new assignment.
  5. Unit member assignments/reassignments shall reflect fair and equitable consideration by the immediate supervisor.

### **ARTICLE XIII EVALUATION PROCEDURES**

- A. The District shall use this Evaluation Procedure in a fair and equitable manner for the purpose of helping unit members improve or validate their performance.
- B. Responsible Persons
1. The immediate supervisor and/or other management employees designated by the District shall have responsibility for the observation and evaluation of the unit member. In the case of a multiple site assignment, the unit member shall be assigned a primary evaluator with input from managers of all sites assigned.
  2. At the option of the unit member, an Association representative may take part in any meeting involved in this procedure.

C. Definitions

1. A “formal observation” is a written description of the unit member’s performance during a mutually agreed upon time segment of no less than thirty (30) minutes and shall be scheduled during the year the unit member is to be evaluated. The formal observation shall be documented on form B.
2. An “informal observation” is a written description of the unit member’s performance during a time segment of no less than ten (10) minutes. The informal observation shall be documented on form C.
3. An “evaluation” is a written document based on both the formal and informal observations. The evaluation shall be documented on form F.
4. All forms to be used in the Evaluation Procedure shall be mutually agreed upon by the District and the Association and shall be attached to this agreement (Appendix A).

D. Method of Measuring Performance

1. Unit members will be evaluated on the basis of the California Standards for the Teaching Profession:
  - (a) Standard for engaging and supporting all students in learning
  - (b) Standard for creating and maintaining effective environments for student learning
  - (c) Standard for understanding and organizing subject matter for student learning
  - (d) Standard for planning instruction and designing learning experiences for all students
  - (e) Standard for assessing student learning
  - (f) Standard for developing as a professional educator
2. The District retains the right to establish additional procedures for monitoring and documenting an individual unit member’s performance, provided that such procedures are not in conflict with this agreement, are the result of a mutually identified need to improve performance, and are in keeping with the philosophy stated in Section A of this article.

E. Frequency of Evaluation

All unit members shall be evaluated as follows:

1. Probationary unit members once a year
2. Permanent unit members once every two (2) years unless a program of remediation has been identified in the prior year’s annual written evaluation or the performance of the unit member in the alternate year dictates that an evaluation on a more frequent basis would be beneficial. Changes in site, job description, or evaluator due to transfer or reassignment shall not affect the established evaluation cycle of the permanent unit member.

F. Procedures

1. Annual Objectives and Related Planning
  - a. Prior to October 15 of each school year, each unit member shall submit to the evaluator annual objectives on form A.
  - b. By November 1 of each school year, the evaluator and the unit member shall meet to mutually agree on the unit member’s annual objectives.

- c. In cases where the evaluator and the unit member are unable to agree on objectives for the year, adjudication will be made by the next superior of the evaluator after consulting with both parties.
  - d. In the event that a unit member is hired or reassigned after the start of the school year, the dates for the establishment of annual objectives may be adjusted by mutual agreement between the unit member and the evaluator.
  - e. When the need occurs to change the unit member's objectives during the year, a joint review of the objectives shall be made by the evaluator and the unit member to mutually agree upon the appropriate changes.
  - f. Prior to the end of each year, the unit member and evaluator shall meet to discuss the annual objectives.
2. Informal Observation
- a. Periodically throughout the school year, the evaluator may conduct informal observations of the unit member's performance. The scheduling of informal observations shall be at the discretion of the evaluator.
  - b. Unit members may request a conference with the evaluator after an informal observation.
  - c. The unit member has the right to attach a written reaction to the observation form if so desired by the unit member.
  - d. All informal observations shall be documented on form C. Contents of these documents may be used in writing the unit member's evaluation. If the contents of an observation are used to support a remediation recommendation, the observation and any written rebuttal shall be attached to the evaluation.
  - e. The informal observation process shall be applied in a fair and equitable manner in keeping with the evaluation philosophy stated in Section A of this article.
3. Formal Observation and Progress Conference
- a. All formal observations will be completed before May 1 of the school year in which the unit member is to be evaluated.
  - b. The formal observation shall be documented on form B and a copy shall be included as part of the unit member's evaluation.
  - c. Following the formal observation, the evaluator and the unit member shall review the formal observation and any material to be included in the evaluation record as a result of the formal observation.
  - d. A unit member shall be entitled to at least one (1) additional observation and progress conference, if requested.
  - e. A written record of any progress conference shall be made by the evaluator.
4. Evaluation Conference
- a. When a "needs to improve" or "unsatisfactory" is included on the annual evaluation, a conference between the unit member and the evaluator shall be held prior to June 1 in order to review the contents of the scheduled written evaluation.
  - b. When the evaluator determines that improvement is required, specific suggestions shall be made in writing, and the evaluator shall establish a program in consultation with the unit member in order to assist the unit member in the correction of the deficiency within a specified period of time.

Such assistance should include specific recommendations by the evaluator, assistance from district resources, in-service training, and may include adequate released time to visit and observe other classrooms.

- c. The contents of the evaluation shall be based on at least one (1) formal observation and any informal observations conducted between observations.
- d. The unit member's signature on the evaluation form acknowledges receipt and does not necessarily imply agreement with its contents.
- e. Within ten (10) school days following the evaluation conference, the unit member may attach a written reaction to the evaluation form which will become a part of the evaluation record.
- f. The evaluation and any responses will be sent to the manager of Certificated Personnel Services by the evaluator.
- g. Unit members shall not participate in the evaluation of other unit members, nor can they assess the classroom performance of other unit members (this does not preclude one unit member assisting another unit member).

G. Remediation

- 1. In the event that a unit member's formal or informal observation indicates a need to improve skills, the unit member's evaluator shall take immediate affirmative action to assist and encourage the unit member to correct any documented deficiencies.
- 2. Specific suggestions shall be made in writing, and the evaluator shall establish a program, in consultation with the unit member, to assist the unit member in the correction of a deficiency. The assistance should include a timeline for correction, assistance from District resources, in-service training, and may include adequate released time to observe other classrooms or receive consultation.
- 3. In addition, the evaluator will support the unit member's pursuit of improvement by documenting any improvement in subsequent formal or informal observations.
- 4. A unit member shall not be held accountable for any documented deficiencies for which the unit member has no authority to correct.
- 5. Anonymous or undocumented complaints will not be included in the unit member's evaluation

H. Evaluation Procedure Timelines

- 1. The various procedures will be observed by the following timelines:
  - a. October 15 Annual Objectives submitted by the unit member to the evaluator
  - b. November 1 Evaluator and unit member meet to mutually agree on Annual Objectives
  - c. April 15 Formal observations completed for all probationary unit members
  - d. May 1 Formal observations completed for all permanent unit members
  - e. June 1 Evaluation conference completed for unit members who show a "need to improve" or "unsatisfactory." PAR referral and conference due, if appropriate.
- 2. Evaluation conference will be completed for all other unit members on the evaluation cycle no later than five (5) days prior to the end of the teacher work year. Timelines may be modified with mutual agreement between evaluator and evaluatee.



# ARTICLE IX WAGES

## CERTIFICATED SALARY SCHEDULE 2002-2003

|      | I<br>BA OR EQ. | II<br>BA + 15 | III<br>BA + 30 | IV<br>BA+45<br>OR MA | V<br>BA+60 INC MA<br>OR MA+15 OR<br>BA+75* |      |
|------|----------------|---------------|----------------|----------------------|--------------------------------------------|------|
| STEP |                |               |                |                      |                                            | STEP |
| 1    | \$34,578       | \$36,715      | \$38,852       | \$40,989             | \$43,126                                   | 1    |
| 2    | \$36,132       | \$38,463      | \$40,795       | \$43,126             | \$45,457                                   | 2    |
| 3    | \$37,686       | \$40,212      | \$42,737       | \$45,263             | \$47,788                                   | 3    |
| 4    | \$39,241       | \$41,960      | \$44,680       | \$47,399             | \$50,119                                   | 4    |
| 5    | \$40,795       | \$43,709      | \$46,622       | \$49,536             | \$52,450                                   | 5    |
| 6    | \$42,349       | \$45,457      | \$48,565       | \$51,673             | \$54,781                                   | 6    |
| 7    |                | \$47,205      | \$50,508       | \$53,810             | \$57,112                                   | 7    |
| 8    |                | \$48,954      | \$52,450       | \$55,947             | \$59,444                                   | 8    |
| 9    |                | \$50,702      | \$54,393       | \$58,084             | \$61,775                                   | 9    |
| 10   |                |               | \$56,335       | \$60,221             | \$64,106                                   | 10   |
| 11   |                |               | \$58,278       | \$62,357             | \$66,437                                   | 11   |
| 12   |                |               | \$60,221       | \$64,494             | \$68,768                                   | 12   |
| 13   |                |               | \$62,163       | \$66,631             | \$71,099                                   | 13   |
| 17   |                | \$59,444      | \$64,106       | \$68,768             | \$73,430                                   | 17   |
| 21   |                |               | \$66,048       | \$70,905             | \$75,761                                   | 21   |
| 25   |                |               |                |                      | \$78,093                                   | 25   |
| 30   |                |               |                |                      | \$80,424                                   | 30   |

Stipend of \$1,500 for earned Doctorate from an accredited institution

\* To move to Column V without a Master's degree, the unit member must submit a comprehensive educational plan to the Professional Growth Committee for approval.

B. Provisions

1. The unit member with experience outside the district may not start above Step 6 in any column.
2. The following steps are frozen to new entries:
  - a. Step 6, Column I
  - b. Step 9, Column II
  - c. Step 17, Column II
  - d. Step 17 and 21, Column III
3. Exclusive of Column I, graduate course semester credit(s) taken prior to completion of the B.A. degree, when approved by validated college petition, are allowable for column placement.
4. Units taken for salary column advancement must meet the following criteria:
  - a. The units must have been taken in an accredited institution of higher learning or extension thereof as stated in the Accredited Institution of Postsecondary Education directory published by the American Council on Education.
  - b. Except as pre-approved by the Assistant Superintendent of Personnel Services or his designee, the units must be upper division or graduate level work.
  - c. A minimum GPA of 2.8 on a 4.0 scale must be achieved on all post graduate work.
5. The Professional Growth Committee will approve individual growth plans that allow the unit member to qualify for Column V without receiving a Master's Degree.
6. Notice of intent to change columns for the next year of service must be filed with the manager of Certificated Personnel Services by April 1 of the current contract year.
7. Final verification must be in by September 15 of any year and must be official transcript(s). Grade card or verification letter will be accepted temporarily if transcript is delayed.
8. An anniversary step in Column IV shall be paid during the 17<sup>th</sup> year of service in the District and every year thereafter. An anniversary step in Column IV shall be paid during the 21<sup>st</sup> year of service in the District and every year thereafter.
9. An anniversary step in Column V shall be paid during the 17<sup>th</sup> year of service in the District and every year thereafter. An anniversary step in Column V shall be paid during the 21<sup>st</sup> year of service in the District and every year thereafter. An anniversary step in Column V shall be paid during the 25<sup>th</sup> year of service in the District and every year thereafter. An anniversary step in Column V shall be paid during the 30<sup>th</sup> year of service in the District and every year thereafter.
10. For the purpose of determining District anniversary steps, the unit member in Column V, after June 30, 1983, shall be given up to five (5) years of outside teaching experience previously credited in addition to the years of experience in the District.

C. Hourly Pay

1. The hourly compensation rate for summer school classroom teaching shall be \$30.00 per hour.
2. The compensation rate for in-service teaching shall be \$27.00 per hour.
3. The compensation rate for all other hourly assignments shall be \$25.00 per hour.
4. Length of service and advanced units shall not be considered in determining hourly pay except as defined in District policies and procedures.

- D. Mileage  
Approved mileage shall be paid at the I.R.S. rate.
- E. High School Department Chairperson I, II, III, and IV; Middle School and Elementary School Lead Teacher.
1. Compensation for high school chairperson
    - a. Definition of a stipend for department chairperson
      - (1) Department chairperson I -  $\frac{1}{4}$  stipend 0.025 X Step 1 of Column IV
      - (2) Department chairperson II -  $\frac{1}{2}$  stipend 0.05 X Step 1 of Column IV
      - (3) Department chairperson III -  $\frac{3}{4}$  stipend 0.075 X Step 1 of Column IV
      - (4) Department chairperson IV - 1 stipend 0.1 X Step 1 of Column IV
    - b. Number of stipends assigned for chairpersons
      - (1) Each high school shall receive seven (7) stipends for an enrollment of 1800 or less and eight (8) stipends for an enrollment above 1800, nine (9) stipends for an enrollment between 2000 and 2250, ten (10) stipends for an enrollment between 2250 and 2800, eleven (11) stipends for an enrollment between 2800 and 3000 and twelve (12) stipends above 3000.
      - (2) The continuation high school shall receive two (2) stipends.
      - (3) Each school shall receive up to three (3) days of substitute time for each stipend.
  2. Compensation for middle school lead teachers
    - a. Periods supervised by lead persons
      - (1) 6-12 periods - 0.0125 of Step 1 of Column IV
      - (2) 13 or more periods - 0.001 of Step 1 of Column IV for each period in excess of 12.
  3. Compensation for elementary school lead teachers 0.0125 of Step 1 of Column IV.
    - a. 300 student population or fraction thereof - Two (2) positions
    - b. 450 student population or fraction thereof - Three (3) positions
    - c. 600 student population or fraction thereof - Four (4) positions
    - d. 750 student population or fraction thereof - Five (5) positions
    - e. 900 student population or fraction thereof - Six (6) positions
    - f. 1050 student population or fraction thereof - Seven (7) positions
    - g. 1200 student population or fraction thereof - Eight (8) positions

F. Extra-duty

Extra duty pay shall be provided by multiplying the factor times Step I, Column III of the current Certificated Salary Schedule:

| 1. <u>High School Assignments</u> | <u>Factor</u> |
|-----------------------------------|---------------|
| Head Basketball                   | 0.07          |
| Assistant Basketball              | 0.06          |
| Head Football                     | 0.09          |
| Assistant Football                | 0.065         |
| Head Baseball                     | 0.075         |
| Assistant Baseball                | 0.055         |
| Head Track                        | 0.075         |
| Assistant Track                   | 0.055         |
| Head Wrestling                    | 0.07          |

|                         |       |
|-------------------------|-------|
| Assistant Wrestling     | 0.055 |
| Head Water Polo         | 0.06  |
| Assistant Water Polo    | 0.05  |
| Head Swimming           | 0.07  |
| Assistant Swimming      | 0.05  |
| Head Cross Country      | 0.06  |
| Assistant Cross Country | 0.05  |
| Head Volleyball         | 0.065 |
| Assistant Volleyball    | 0.05  |
| Head Softball           | 0.075 |
| Assistant Softball      | 0.055 |
| Weight Training         | 0.05  |
| Head Tennis             | 0.065 |
| Assistant Tennis        | 0.05  |
| Head Soccer             | 0.07  |
| Assistant Soccer        | 0.05  |
| Head Golf               | 0.06  |
| Assistant Golf          | 0.05  |
| Academic Coach          | 0.06  |
| Athletic Trainer        | 0.045 |
| Annual Advisor          | 0.065 |
| Newspaper Advisor       | 0.055 |
| Debate Coach            | 0.05  |
| Speech Coach            | 0.05  |
| Marching Band Director  | 0.085 |
| Instrumental Director   | 0.045 |
| Pepsters Coach          | 0.07  |
| Choral                  | 0.07  |
| Auxiliary Team          | 0.06  |
| Drama                   | 0.085 |

A stipend of \$250 will be paid any unit member with more than 10 years of (stipend) district high school coaching.

A stipend of \$250 will be paid any unit member with two or more stipend coaching assignments in the same school year.

#### Post Season Pay

For each week of C.I.F. post season play, the amount paid is prorated on the number of weeks of regular season practice and play, to those stipend positions that are mandated to participate by the District.

|                                     |               |
|-------------------------------------|---------------|
| 2. <u>Middle School Assignments</u> | <u>Factor</u> |
| All middle school assignments       | 0.035         |

|    |                                   |               |
|----|-----------------------------------|---------------|
| 3. | <u>Elementary Assignments</u>     | <u>Factor</u> |
|    | Sixth Grade Camp                  | 0.010         |
|    | Teaching/Administrative Assistant | 0.035         |
| 4. | <u>Special Education</u>          | <u>Factor</u> |
|    | Head Special Olympics             | 0.05          |
|    | Assistant Special Olympics        | 0.025         |

G. Peer Assistance and Review (PAR)

The District and the Association agree to establish a program of peer assistance and review pursuant to Education Code 44500. This program allows exemplary teachers to assist veteran teachers in need of development in subject matter knowledge or teaching strategies, or both. As locally determined, the program will also provide support to new teachers and teachers volunteering for the program. This program is expressly contingent on receipt by the District of all sums to which it is entitled under the Education Code Section 44500 and on the sufficiency of said funds to pay the cost of these provisions.

1. The Peer Assistance and Review Program will be coordinated by a “Joint Panel” (JP) consisting of three (3) classroom teachers chosen by the association and two (2) administrators selected by the District.
  - a. The Joint Panel shall meet as necessary to provide direction for the program and may only take action when a quorum is present. A quorum consists of at least two (2) teachers and at least one (1) administrator.
  - b. The Joint Panel has the following responsibilities:
    - (1) Selection of a chairperson. This position will alternate each year between an Association and District representative.
    - (2) Selection of the Consulting Teachers (CT)
    - (3) Review peer review reports
    - (4) Recommend program modifications
    - (5) Forward list of review participants to the Board
    - (6) Coordinate P.A.R. staff development training with Educational Services Division and other programs.
  - c. The Consulting Teacher (CT) is a teacher who provides assistance and support to new and veteran teachers. The qualifications for consideration to become a consulting teacher are as follows:
    - (1) A credentialed classroom teacher with permanent status.
    - (2) At least five (5) out of the last seven (7) years of recent teaching experience in classroom instruction.
    - (3) Demonstrated exemplary teaching ability, effective communication skills, subject matter knowledge and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
  - d. A Participating Teacher (PT) is a first or second year teacher, a teacher volunteering for the program or a referred teacher. Teachers participating in the program will have a Consulting Teacher assigned to them by the Joint Panel that will provide them either support or assistance as defined:
    - (1) A Consulting Teacher will serve as a support provider for the following:

- (a) A first or second year teacher in collaboration with the Beginning Teacher Support and Assessment System (BTSA)
  - (b) A teacher in an intern or pre-intern program or serving with an emergency credential.
  - (c) A permanent teacher who volunteers for the program
  - (d) Observations and reports regarding the unit member's participation in the program will be confidential and only shared with the participating teacher's consent to any other party.
- (2) A Consulting Teacher will provide assistance to a Referred Teacher. A Referred Teacher is a permanent teacher who has received an unsatisfactory evaluation in the area of teaching methods or subject matter knowledge. The Consulting Teacher will report the progress of the unit member's participation in the program to the Joint Panel. Records and reports related to the unit member's participation in the program will be handled in a confidential manner.
- (3) Consulting Teachers will provide support or assistance by demonstrating, observing, coaching, conferencing, referring or by other activities.
- e. The P.A.R. program shall expect and strongly encourage a cooperative relationship between the Consulting Teacher and the Principal with respect to the process of peer support, assistance and review.
- f. Functions performed pursuant to this article by unit members are not management or supervisory functions.
- g. Teachers who provide assistance and review shall have the same protection from liability and access to appropriate defense as other public school employees.
- 2. The unit member selected to participate on the Joint Panel or as Consulting Teacher shall be compensated at a maximum rate of \$4,000 per academic year. For purposes of this program, the unit member's academic year equates to 150 clock hours of participation.
- 3. A term for the Consulting Teacher shall not exceed three (3) years with an option to apply for a second term. A teacher may not serve in the position for more than six (6) consecutive years.

#### H. Health Benefits

For the 2002-2003 school year, the District shall contribute annually a total amount equal to \$6,316.44 multiplied by the number of full-time bargaining unit members (prorated for those individuals employed less than a full year), plus or minus any surplus or deficit from the 2001-02 contributions after taking into account actual expenditures for 2001-02, for the provision of hospital, accident, major medical, vision, and dental benefits for eligible bargaining unit members and dependents and life insurance for eligible bargaining unit members.

##### 1. Medical Insurance

The District shall provide the unit member with the agreed-upon insured medical plan.

2. Dental Insurance  
The District will provide the unit member with an agreed-upon dental service plan, including dependent coverage.
  3. Vision Care Insurance  
The District shall provide the unit member with Vision Service Plan “B”, including dependent coverage.
  4. Life Insurance
    - a. The District shall provide a unit member with fully paid \$50,000 level term-life insurance policy. Coverage shall continue during the period of a District-approved unpaid leave of absence, if desired, at the unit member’s expense.
    - b. The unit member insured under the master group contract may convert insurance upon termination of employment or termination of group insurance because of a change in classification. The unit member must apply within thirty-one (31) days after the day the group life insurance terminates.
  5. The unit member on District-approved unpaid leave of absence may have health insurance coverage for the period of the leave at the unit member’s expense.
  6. The insurance committee, consisting of three (3) members appointed by the District and three (3) members appointed by the Association, shall meet as needed to review insurance expenditures and make recommendations.
- I. Medicare  
The appropriate Medicare contributions will be provided to unit members hired after March 31, 1986 and those unit members who elected Medicare coverage by June 1994.
- J. Retirement Insurance Benefits
1. Bargaining unit members who have served continuously for ten (10) years in the District and who retire under the State Teacher’s Retirement System provisions (straight/disability retirement) after age fifty-five (55) may elect to have their medical and prescription drug plan continue, at District expense, until such time as the retiree reaches the age of eligibility for Medicare or becomes eligible for Medicare or other government-funded health insurance programs. Eligible retired unit members who have elected to continue their medical and prescription drug plan may also, at their own expense, elect to enroll eligible dependents by submitting monthly payments to the District.
  2. Bargaining unit members who have served continuously for ten (10) years in the District and who retire under the above provisions after age fifty-five (55) may elect to have District-paid dental coverage continue, at District expense for themselves and their dependents until such time the retiree reaches age sixty-five (65). Eligible dependents will cease to be covered by the dental plan when they reach age sixty-five (65).
  3. Bargaining unit members who have served continuously for ten (10) years in the District and who retire under the above provisions after age fifty-five (55) may elect to have District-paid vision service plan coverage continue, at District expense until such time the retiree reaches age sixty-five (65).
  4. Retirees are not covered by life insurance but may continue coverage at their own expense by contacting the insurance carrier and converting to a private plan within thirty-one (31) days of retirement.

K. Duration of Benefits

1. Should the unit member's employment terminate during the school year, the unit member will be entitled to continued coverage under the life and health plans for a period not to exceed the end of the month in which the termination action is taken.
2. Unit members who do not complete a full year of service to the District and resign effective after the close of the school year shall be entitled to continued coverage under the life and health plans for a period not to exceed the end of the month in which the resignation is effective.
3. Temporary employees whose service days begin after the beginning of the second semester shall not be entitled to fringe benefits beyond June 30.
4. Life insurance coverage on a unit member whose employment is terminated shall end on the first day of the month following termination.

## **ARTICLE XV SAFETY**

- A. The District shall provide working conditions which do not endanger the health and safety of unit members.
- B. A unit member shall be responsible for the safety of students and shall comply with all District safety standards and Section 49001 of the California Education Code (Appendix D).
- C. Each unit member is responsible for reporting unhealthy and unsafe conditions or equipment to site manager or appropriate District employee.
1. The District shall investigate all conditions which are reported to be unsafe, hazardous or potentially dangerous and shall take the necessary steps to have the condition corrected, if necessary.
  2. Such report, signed and dated, shall release unit member from responsibility for unsafe conditions.
  3. Unit members shall not be required to perform duties under conditions which pose an immediate threat to their safety. The unit member shall immediately report the condition to the site manager.
  4. The District shall take the necessary steps to have the condition corrected in a timely manner.
- D. As mandated by law, the District will maintain a written Illness and Injury Prevention Program. Safety training will be given to all employees on a regular basis and documentation of that training will be kept on file by the District. The program will not in any way deny an employee who is injured on the job all the rights and privileges he/she is guaranteed under law, including Workers' Compensation coverage.
- E. In any criminal or civil proceeding jointly brought against the District and a unit member alleging that a unit member was acting as an agent of the District or within the scope of the unit member's employment by the District in the commission of an illegal act, the District shall provide the necessary defense under reservation of rights. If the unit member is found guilty at the trial level, the District will no longer provide defense.
- F. The District shall provide each unit member with \$5,000,000 worth of coverage against personal liability for damage, death of a person, injury to a person, damage or loss of

property caused by negligence of the unit member acting in the course of the performance of duties.

- G. As used in this article, “in the course of the performance of duties” shall include assigned and/or voluntary activities approved by the District.
- H. The District shall reimburse unit members for actual value, mutually agreed upon by the unit member and manager, of any loss, damage, and/or destruction of ~~clothing~~ or personal property approved for use in the course of the performance of duties unless such damage is due to negligence by the unit member. Reimbursement shall be up to \$500 with a \$25 deductible. The unit member and immediate supervisor shall agree to the actual value of the personal property prior to its use. Approval for use must be renewed each school year and a new actual value agreed upon. Reimbursement by the District is secondary to any other insurance coverage the unit member may possess. Claims less than \$25 will not be processed.
- I. The District shall provide unit members continued coverage beyond sixty (60) days with Workers’ Compensation if the unit member’s absence is caused by assault resulting in injury in the course of performance of duties. The District reserves the right to require medical certification.
- A. Pupil Discipline  
The District must notify unit members of previous student expulsion, and or conviction pursuant to Education Code 49079

## **ARTICLE XVI**

### **PROFESSIONAL DAY**

- A. Unit members shall be at the assigned work site at least thirty (30) minutes prior to the beginning of each instructional day and remain a sufficient time at the end of each instructional day for class preparation and planning, assessment and evaluation, conferring with parents and students, faculty meetings and in-service. The length of the professional day for unit members at comparable work sites shall be monitored by the District and the Association to insure need and equitability.
- B. On days when a unit member is scheduled to be on duty but pupils are not scheduled to be present for all or part of the day, the site-based assignment hours shall be seven (7) hours, exclusive of the lunch period.
- C. On days when students are scheduled to be present but a unit member is involved in a District-approved released time activity, the assignment hours shall be seven (7) hours, exclusive of the lunch period.
- D. Unit members shall, under the direction of their immediate supervisor, be required to render additional hours of service each school year for Back-to-School Night, Open House and Parent Conference Days.
- E. Monday of each week may be used for faculty meetings and/or in-service on a district-wide basis. A site manager and the staff may mutually agree to a change in faculty meeting time.
- E. Monday of each week may be used for faculty meetings and/or in-service on a district-wide basis. A site manager and the staff may mutually agree to a change in faculty meeting time.

1. Staff meetings conducted during the student school year shall not exceed eighteen (18) meetings per year. Staff meetings shall be defined as those meetings where the majority of the staff are required to attend.
  2. The District and Association shall jointly monitor such meetings to insure the necessity and reasonability in both number and length of meetings.
- F. The District, whenever possible, will reserve the first and third Wednesday afternoons for Association business.
- G. Adjunct Duties
1. In addition to Article XVI, Sections A through E, full-time unit members shall be responsible for not more than fifteen (15) hours per year of adjunct duties as specifically assigned on a necessary and equitable basis. A unit member may volunteer for adjunct duty responsibilities in excess of the fifteen (15) hours per year.
  2. Site managers shall post the specific adjunct duties. Unit members will be given an opportunity to volunteer for all positions. A list of all adjunct duties and the unit members assigned shall be posted.
  3. Adjunct duties shall be monitored by the District and the Association to insure need and equity among unit members with comparable site/assignment.
- H. The provisions of this Article XVI, Sections A-F, shall apply on a pro-rata basis by applying the full-time equivalency for unit members employed less than full time.
- I. Preparation Time
1. Preparation time is a duty period and shall be used for professional assignment-related work including preparation for classes, preparation of instructional materials, presentation of or attendance at demonstration lessons, participation in teacher training, conferences with the principal, other staff members, and parents of pupils.
  2. The full-time unit member assigned to middle school or high school shall have one (1) unassigned class period set aside for preparation.
  3. Within three (3) weeks after the beginning of school, unit members assigned to a regular elementary (grades 1-6) school class shall have 240 minutes every two weeks for preparation; the District shall have five (5) working days after written notice is given to the immediate supervisor and the District Office to correct any failure to provide such released time.
  4. When a K-6 class is provided enrichment instruction by another unit member not regularly assigned to that class, the unit member will not be required to remain in the instructional area.
- J. Every unit member shall be entitled to duty-free uninterrupted lunch and relief period(s) each day.
1. The lunch period shall be a minimum of thirty (30) consecutive minutes, exclusive of passing periods, or equivalent to the students' lunch period unless prohibited by special day scheduling.
  2. Each unit member shall be provided a ten-minute break in the morning and in the afternoon if two and one-half (2 ½) hours of continuous service are scheduled.
- K. A unit member may be used on a voluntary basis as a substitute for another unit member during the school day after approval of the site manager.
- L. A unit member shall have the right to leave campus during the thirty (30) minute duty-free lunch period. Leaving campus at other times shall be cleared with the immediate supervisor.

## **ARTICLE XVII**

### **PART-TIME EMPLOYMENT**

#### **A. Part-time Assignments**

1. The District shall consider requests by unit members for part-time assignments. No later than June 30 in the year prior to the part-time assignment, the unit member shall make a written request to the manager of Certificated Personnel Services and the site manager.
2. Salary compensation for part-time employment shall be a proration of the unit member's full-time annual salary. The proration shall be based on the fraction of the school day represented by the part-time assignment. (For example, the unit member at the high school level who elects to teach three periods of a normal six-period day shall be paid three-sixths or fifty percent of his/her full-time annual salary.)
3. Fringe benefits costs for unit members who work less than full-time will be shared with the District. This includes medical, dental, vision, and life insurance. The District shall pay the same pro rata share of the cost for benefits as used for calculation of salary in Section B of this article. The unit member shall pay the difference between the amount contributed by the District per full-time unit member and pro rata share.
4. For the portion of the part-time assignment not worked, each unit member shall be deemed to be on an unpaid leave of absence for the duration of the part-time assignment.
5. Seniority in the District will be a priority consideration in granting requests for part-time assignments to applicants.
6. Part-time unit members must notify the District by February 1 of each school year of their intent to return to the District for the following year in either part-time or full-time employment.

B. Job Sharing

1. Two unit members holding the proper credentials may elect to share one position for a year or more, subject to the approval of their site administrator and the Superintendent or designee. The decision of the Superintendent or designee to approve or deny such a request shall be final. In the event permission is denied, either unit member shall be provided, upon request, a written reason for denial.
2. A job sharing assignment may be renewed provided the two partners request such continuance from their immediate supervisor and the District in writing by May 1 of the year prior to the extension request. The decision of the Superintendent or designee regarding the request shall be final. In the event the District does not approve the continuance of the job share assignment, the partners shall be returned to a full-time assignment for the following year.
3. For the portion of the job share assignment not worked, each unit member shall be deemed to be on an unpaid leave of absence for the duration of the job share assignment.
4. If one partner resigns or for any reason vacates the job sharing position during the term of the job sharing assignment, the remaining partner shall immediately be returned to a full-time assignment.

C. Part-time Employment Plan

In accordance with Education Code Sections 44922 and 22724, the governing board may establish regulations which allow unit members to reduce their workload from full-time to part-time duties, and unit member will receive the same credit toward retirement that they would receive if they were employed on a full-time basis.

D. Summer School/Extended Year

1. Staffing
  - a. The District will provide a notice to all sites soliciting letters of intent for summer school/extended year teaching assignments prior to the end of the regular school year.
  - b. Priority shall be given to summer school/extended year applicants on the following basis:
    - (1) All appropriately credentialed unit members will be given priority over outside applicants for summer school/extended teaching positions.
    - (2) A unit member who had not taught summer school the previous year will be given priority over a unit member that had taught summer school previous year.
    - (3) Applicants requesting full-time summer school employment, for the full-term, will be given priority over applicants requesting partial assignments.
2. Summer school/extended year programs will be offered contingent on State funding and enrollment.
3. A teaching assignment for summer school teachers shall be mutually agreed upon by the unit member and the District.

## **ARTICLE XVIII**

### **GENERAL PROVISIONS**

- A. If any provision of this Agreement or any application thereof to any unit member is held by a state or federal court to be contrary to law, then such provision or application will be invalid, to the extent required by such court decision, but all other provisions or application shall continue in full force and effect.
- B. Site managers shall meet and discuss with unit members regarding assignment of instructional or volunteer aides whose supervision becomes a part of the unit member's responsibilities.
- C. Amendment, addition, or repeal of statutory guarantees provided in California or federal law within the scope of representation are cause for reopening of negotiations on article(s) affected.
- D. The Board of Education may discipline an employee pursuant to Education Code Section 44932.
- E. The District and the Association agree that a committee of three (3) District representatives and three (3) Association representatives shall meet on an as needed basis to consult on the definition of educational objectives, the determination of course content and curriculum, and the selection of textbooks.
- F. Classroom Visitations
  - 1. To the extent possible, all classroom visitations shall be scheduled in advance through the site administrator.
  - 2. Classroom visitations shall be scheduled to minimize disruption to classroom activities whenever possible, taking into account the needs of the school, the teacher, the parent, and the students, per Board Policy 6152a.
  - 1. Whenever a teacher reasonably believes that a classroom visitation has been unduly disruptive, or in any way is violative of Education Code Sections 44810 or 44811, the teacher shall report the disruption to the site administrator, who shall investigate the matter and take appropriate action.
- G. Public Charges
  - 1. Any citizen or parent complaint about a unit member or his/her instructional program which may affect the unit member's evaluation or status within the District shall be reported within five (5) working days of the complaint to the unit member by the immediate supervisor or the manager receiving the complaint or charge.
  - 2. Charges against a unit member shall be kept confidential.
  - 3. Unit members shall have the right to file a response to any written charges.
  - 4. Charges or complaints which are withdrawn or shown to be false shall not affect the unit member's evaluation or status with the District, and all documentation of such charges or complaints shall be purged from the unit member's file within three (3) days.

## **APPENDIX A**

### **Evaluation Forms**

## **APPENDIX B**

### **EDUCATION CODE 49001**

#### **Prohibition of Corporal Punishment of Pupils**

(a) For the purposes of this section, “corporal punishment” means the willful infliction of, or willfully causing the infliction of, physical pain on a pupil. An amount of force that is reasonable and necessary for a person employed by or engaged in a public school to quell a disturbance threatening physical injury to persons or damage to property, for purposed of self-defense, or to obtain possession of weapons or other dangerous objects within the control of the pupils, is not and shall not be construed to be corporal punishment within the meaning and intent of this section. Physical pain or discomfort caused by athletic competition other such recreational activity voluntarily engaged in by the pupil, is not and shall not be construed to be corporal punishment within the meaning and intent of this section.

(b) No person employed by or engaged in a public school shall inflict, or cause to be inflicted, corporal punishment upon a pupil. Every resolution, bylaw, rule, ordinance, or other act or authority permitting or authorizing the infliction of corporal punishment upon a pupil attending a public school is void and unenforceable.

(Added by Stats. 1986, c. 1069, §4.)

## **APPENDIX C**

### **National Board Certification**

For a teacher willing to take the National Board Certification exam, the District will contribute a one-time payment of \$1,000 for the application process. If the applicant passes the test on the initial attempt, the additional \$1,000 will be paid (a total of \$2,000) to the unit member. Any teacher passing the National Board Certification will receive an annual stipend of \$500.