

1 **ARTICLE I**

2 **Agreement**

3 This ("Agreement") is between the governing board of the Tulelake Basin Joint Unified School
4 District ("Board") and the Tulelake Basin Teachers' Association/CTA/NEA ("Association"), an
5 employee organization.

6
7 **ARTICLE II**

8 **Recognition**

9 The Board recognizes the Association as the exclusive representative for the purposes of meeting
10 and negotiating the following certificated employees of the Board:

- 11 1. Classroom teachers
12 2. Temporary teachers
13 3. Counselors
14 and excludes:
15 1. Substitute teachers (day-to-day, long-term)
16 2. Hourly employees
17 3. Summer school and intersession employees for summer school and intersession
18 periods only
19 4. Part-time employees not under contract with the District
20 5. Management, Confidential and Supervisory employees
21 6. All teachers' aides, regardless of certification

22
23 **ARTICLE III**

24 **Association Rights**

- 25 A. The Association and its members shall have the right to use buildings and equipment
26 normally utilized by teachers during the instructional day at reasonable hours when it does not
27 conflict with school business. The Association shall supply all materials.
- 28 B. Authorized representatives of the Association shall be permitted to transact official
29 business on school property at all reasonable times when it does not conflict with school business.
- 30 C. Prior to the activities specified in terms 1 and 2 above, the Association will give notice
31 and make necessary arrangements with the site administrator.
- 32 D. The Association shall have the right to post notices of activities and matters of
33 Association concern on Association bulletin boards, at least one of which shall be provided at

1 each school building, in areas frequented by teachers. The Association may use the District's
2 mail service and the teacher mailboxes for communications to teachers.

3 E. The rights and privileges of the Association and its representatives as set forth in this
4 Agreement shall be granted only to the Association as the exclusive representative of the
5 teachers.

6 F. The District will deduct Association membership dues from the regular monthly pay of
7 Association members. Such authorization shall continue in effect from year to year unless
8 revoked in writing between June 1st and September 1st of any year.

9 G. The Association agrees to indemnify and hold the District harmless for any loss or
10 damages arising from the deduction of Association dues due to teacher error.

11 H. By October 15th, the Board shall furnish the Association President with information
12 indicating placement of personnel on their respective salary schedules, number of accepted units,
13 and copies of all addendum contracts issued as of October 1st.

14 I. One day a month, by mutual agreement and after the end of the regular instructional day
15 (i.e., currently 3:15 p.m.), shall be set aside for union meetings. If a teacher does not attend the
16 Association meeting, the teacher is required to serve out the balance of the regular duty day.

17 J. Agency Fee - Any unit member who is not a member of the Association, or who does not
18 make application for membership within thirty (30) days of the start of each school year or within
19 thirty (30) days from the date of commencement of assigned duties within the bargaining unit,
20 shall become a member of the Association or pay to the Association a fee in an amount equal to
21 membership dues, initiation fees and general assessment. Fees are payable to the Association in
22 one lump-sum cash payment in the same manner as required for the payment of membership
23 dues. In the event that a unit member does not pay such fee directly to the Association, the
24 Association shall so inform the District, and the District shall immediately begin automatic
25 payroll deduction as provided in Education Code section 45061 and in the same manner as set
26 forth in this Article. There shall be no charge to the Association for such mandatory agency fee
27 deductions. Any unit member who, for whatever reason, objects to joining or financially
28 supporting employee organizations shall not be required to join or financially support the
29 Association as a condition of employment; except that such unit member shall pay, in lieu of a
30 service fee, sums equal to such service fee to a non-religious, non-labor organization, charitable
31 funds exempt from taxation under section 501(3) of Title 26 of the Internal Revenue Code. Refer
32 to the list kept in the TBTA file or the district office. To receive an exemption, the unit member
33 must submit a request for exemption naming the charity that the certificated member wishes to
34 donate to within thirty (30) days of the start of the school year. Failure to do so by the employee

1 will result in an automatic deduction by the District to the Association. Non-members do not
2 have voting rights and are not entitled to CTA benefits. With respect to all sums deducted by the
3 District, pursuant to sections above whether for membership dues or agency fee, the District
4 agrees to remit such monies promptly to the Association accompanied by an alphabetical list of
5 unit members for whom such deductions have been made, categorizing them as to membership or
6 non-membership in the Association, and indicating any changes in personnel from the list
7 previously furnished.

8 K. The Association and District agree to furnish to each other any information needed to
9 fulfill the provisions of this Article. The Association shall be responsible for any and all legal
10 fees that result from a dispute that arises from the implementation of the agency fee section of
11 this article.

12 13 **ARTICLE IV**

14 **Management Rights**

15 A. It is understood and agreed that the District retains all of its authority to direct, manage
16 and control to the full extent of the law. Included in, but not limited to, those duties are the
17 exclusive right to: determine its organization; direct the work of its employees; determine the
18 times and hours of operation; determine the kinds and levels of services to be provided, and the
19 methods and means of providing them; establish its educational policies, goals and objectives;
20 insure the rights and educational opportunities of students; determine staffing patterns; determine
21 the number of kinds of personnel required; maintain the efficiency of the District operations;
22 determine the curriculum; build, move or modify facilities; establish budget procedures and
23 determine budgetary allocations; determine the methods of raising revenue; and contracting out
24 work. In addition, the District retains the right to hire, classify, assign, evaluate, promote,
25 terminate, and discipline employees.

26 B. The District shall retain the sole right to establish, adopt, publish, change, amend and
27 uphold the operating procedures and policies for unit members to follow, not in conflict with the
28 terms of this Agreement. The failure of the District to strictly uphold the operating procedures
29 and policies shall not be deemed a waiver of the District's right to expect compliance.

30 C. In emergency situations, the district has the right to hire teachers without fulfilling the
31 10-day advertising/notification requirement. Every effort will be made to contact teachers within
32 the bargaining unit to determine if any teacher is interested in the open assignment. An
33 emergency for the purposes of this provision is defined as a situation such that if the district

1 adhered to the 10-day requirement then a contracted teacher would not be available for the start of
2 school.

3 **ARTICLE V**

4 **Negotiation Procedure**

5 Not later than March 10th of the calendar year in which this Agreement expires, the Association
6 should present their contract proposals to the Board. The Board, upon receipt of these proposals,
7 will reply promptly.

8 The Association shall designate two (2) representatives who shall receive reasonable release time
9 to negotiate. In addition, on non-release time, the Association may bring in one (1) observer.

10 Additionally, the designated representatives shall receive thirty (30) minutes of preparation time
11 either preceding or following the actual negotiation sessions without loss of compensation.

12 **ARTICLE VI**

13 **Grievance Procedure**

14 **Section I - Definitions**

15 Grievance- a grievance is a claim by the Association or by one or more teachers that there
16 has been a violation, misinterpretation or misapplication of a provision of this
17 Agreement.
18

19 Grievant- a grievant is either the Association or a unit member covered by this
20 Agreement.

21 Day- a day on the official school calendar designated as a teacher workday.

22 Time limits- the first day after receipt of the grievance form(s) shall be considered the
23 first day of the time limitation.

24 All grievance forms shall be mutually agreed upon.

25 **Section II -**

26 A. Any grievant may present grievances relating to a contract dispute to the employer and
27 have such grievances adjusted without the intervention of the Association as long as the
28 adjustment is not inconsistent with the terms of this Agreement. The employer shall not agree to
29 the adjustment or resolution of the grievance until the exclusive representative or the Association
30 has received a copy of the grievance and the proposed resolution and has been given the
31 opportunity to file a response.

32 B. Failure by the administration to adhere to decision deadlines constitutes the right for the
33 grievant to appeal automatically to the next step. Failure of the grievant to adhere to the
34 submission deadline shall mean that the grievant is satisfied with the latest decision and waives

1 any right to further appeal; however, nothing prevents the parties from extending the dates by
2 mutual agreement.

3 C. Until final disposition of a grievance takes place, the grievant is required to conform to
4 the original direction of his/her supervisor.

5 D. All documents dealing with the processing of a grievance shall be filed separately from
6 the personnel files of the participants.

7 E. Every effort will be made to schedule meetings for the processing of grievances at times,
8 which will not interfere with the regular "workday" of the participants. Meetings will take place
9 on a workday. If any grievance meeting or hearing must be scheduled during the school day, any
10 witness or grievant in such meeting or hearing shall be released from regular duties without loss
11 of pay for a reasonable amount of time.

12 F. When a grievance has been filed, the grievant may terminate the grievance at any time by
13 giving written notice to the public school employer or its designee. Failure to comply with the
14 limits, to attend mutually scheduled meetings to discuss or hear the grievance, or to provide
15 appropriate requested information at the grievant disposal relating to the subject matter of the
16 grievance shall be deemed a termination of the grievance by the employee. The public school
17 employer may give written notice of such termination to the employee.

18 G. The grievant has the right to have a representative present at any step of the grievance
19 procedure. The grievant must be present at each step of the grievance procedure except in
20 emergencies.

21 **Section III -**

22 Grievances will be processed in accordance with the following steps:

23 **Informal Resolution**

24 Any grievant who believes there is a grievance shall present the grievance orally to the immediate
25 administrator within fifteen (15) days after the grievant knew, or reasonably should have known
26 of the circumstances, which form the basis for the grievance. Failure to do so will render the
27 grievance null and void. The administrator shall hold discussions and attempt to resolve the
28 matter within ten (10) days after the presentation of the grievance. It is the intent of this informal
29 meeting that at least one (1) personal conference be held between the aggrieved employee and the
30 immediate supervisor.

31 **Formal Resolution**

32 **Step I**

33 If the grievance is not settled during the informal discussion, the grievant shall present the
34 grievance in writing to the immediate administrator within five (5) days after the oral decision by

1 the administrator. The administrator shall respond in writing within five (5) days after the receipt
2 of the grievance.

3 The written information provided by the grievant shall include:

- 4 1. a description of the specific grounds of the grievance, including names, dates, and
5 places necessary for a complete understanding of the grievance;
- 6 2. a listing of the provisions of the agreement, which are alleged to have been violated,
7 misapplied;
- 8 3. a listing of the reasons why the immediate administrator's proposed resolution of the
9 problem is unacceptable; and
- 10 4. a listing of specific actions requested of the public school employer which will remedy
11 the grievance.

12 Step II

13 If the grievance is not resolved at Step I, the grievant shall within seven (7) days after receipt of
14 the written decision present the grievance in writing to the Superintendent or his designee.

15 Within seven (7) days of receipt of the grievance the Superintendent shall meet with the grievant
16 in an effort to resolve the grievance. The Superintendent shall make a written disposition of the
17 grievance within five (5) days after such meeting and return it to the grievant.

18 Step III

19 Within seven (7) working days after receipt of the Superintendent's written decision the grievant
20 may submit the grievance to mediation with a mediator designated by the State Mediation and
21 Conciliation Service.

22 Step IV

23 If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been
24 made within five (5) days of the conclusion of Step III, the grievance shall be transmitted to the
25 Board. Within seven (7) days from the receipt of the grievance the Board shall meet with the
26 grievant regarding the grievance and shall indicate the disposition of the grievance in writing
27 within seven (7) days of such meeting, and shall furnish a copy thereof to the Association and to
28 the grievant.

29 Step V

30 If a grievance is not resolved in Steps I, II, III, or IV, the employee may request in writing, with
31 the consent of the Association, a hearing before an arbitrator. The written request shall be filed in
32 the office of the Superintendent within ten (10) days after receipt of the written decision at Step
33 IV. An arbitrator, with experience in hearing public school arbitrations, is to be selected by the
34 two parties within seven (7) days after said notice is given shall conduct the arbitration

1 proceedings. If the two parties fail to reach agreement on an arbitrator within seven (7) days,
2 either the American Arbitration Association or the California Conciliation Service, as determined
3 by the Association, will be requested to supply a list of five (5) names. Each party will alternately
4 strike from the list until only one name remains. The order of striking will be determined by lot.
5 The public school employer and the grievant will share equally any payment for the services and
6 expenses of the arbitrator.

7 Powers of the Arbitrator

8 If any question(s) arises as to the arbitrability of the grievance, such question(s) shall be first
9 decided by the arbitrator in a separate hearing before consideration of the merits of the grievance,
10 unless otherwise agreed to in writing by the parties.

11 It shall be the function of the arbitrator to make a recommendation to resolve the grievance. The
12 Board's decision regarding the arbitrator's recommendations shall be final and binding. The
13 arbitrator shall be subject to the following limitations:

- 14 1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify
15 any of the items of this Agreement.
- 16 2. Either party may request a certificated court reporter to record the entire arbitration
17 hearing. The cost of the services and expenses of such court reporter shall be paid by the
18 party requesting the reporter or shared by the parties if they both mutually agree. If the
19 arbitrator requests a court reporter, both parties shall share the costs. The court reporter
20 shall deliver a copy of the proceedings to each party within fifteen (15) days. No party
21 shall be denied a copy of the proceedings.
- 22 3. The grievant and the Board shall receive a copy of the arbitrator's recommendations.

23 Step VI

24 Within seven (7) days from the receipt of the recommendation, the Board shall meet with the
25 employees on the grievance and shall indicate the disposition of the grievance in writing. Within
26 seven (7) days of such meeting the Board shall furnish a copy thereof to the Association and to
27 the grievant.

29 **ARTICLE VII**

30 **Paid/Unpaid Leaves**

31 Sick Leave

32 A. Every full-time, certificated employee shall be entitled to ten (10) days leave of absence
33 for illness or injury related to him/herself, spouse and his/her children with full pay for each
34 school year of service. Eleven- and twelve-month certificated employees shall earn one

1 additional day of sick leave for each contracted month of service beyond the ten-month initial
2 period. If the employee does not take the full amount of leave allowed in any school year, the
3 amount not taken shall be accumulated from year to year.

4 B. By Oct 15th of each year, each certificated employee shall receive the following
5 information:

- 6 1. Accrued sick leave total
- 7 2. Sick leave entitlement for the school year

8 C. Verification of Sick Leave

9 The superintendent may request doctor's verification of sick leave from a unit member if
10 the superintendent believes that a pattern of misuse of sick leave is evident.

11 Before returning to work, an employee who has been absent for surgery, hospitalization, or an
12 absence of more than five (5) consecutive workdays, may be required to submit a note from
13 his/her physician stating that he/she is able to return to work with or without restrictions.

14 Bargaining unit members may convert unused sick leave accrued at the time of retirement to
15 retirement credit in accordance with statutory provisions at the time the bargaining unit member
16 files for retirement and if the bargaining unit member files for the conversion.

17 Bargaining unit members who take sick leave in excess of their accumulated sick leave shall be
18 treated, for pay purposes, under the *state and federal* law in effect at the time of the absence.

19 Personal Necessity Leave

20 A. For the purposes of this article, immediate family means spouse of employee, children,
21 foster and guardianship children, daughter-in-law and son-in-law of employee or spouse; parents,
22 brother, sister, of employee or spouse; grandparents or grandchild of employee or spouse;
23 brother-in-law or sister-in-law of employee; or any relative living in the household of the
24 employee and anyone who acted in the capacity of a primary caregiver during the childhood of
25 the employee or spouse.

26 B. Examples of Personal Necessity Leave that do not require prior approval:

- 27 1. Serious illness of a member of the immediate family. Up to three consecutive
28 personal necessity leave days may be taken for this purpose.
- 29 2. Accident involving the employee's person or property, or the person or property of a
30 member of his/her immediate family.
- 31 3. Appearance in any court or before any administrative tribunal as a litigant party or
32 witness under subpoena or any order made with jurisdiction.
- 33 4. Imminent danger to the home of the employee occasioned by an event such as flood or
34 fire, serious in nature, which, under the circumstances, the employee cannot reasonably

1 be expected to disregard and which require the attention of the employee during the
2 employee's assigned hours of service.

3 5. Birth of a grandchild of a unit member. Up to three consecutive personal necessity
4 leave days may be taken for this purpose.

5 C. An employee may use seven (7) days of sick leave per year not to be accumulated for the
6 purpose of Personal Necessity Leave for the above reasons without prior approval. Whenever
7 possible, prior notification shall be given to the site administrator.

8 D. ***Examples of personal necessity leave days, which are allowable under this Article and
9 which require prior approval and prior notification, include the following:***

10 1. Adoption

11 2. Examination for advanced degree

12 3. Marriage of a member of the immediate family

13 4. Appearance as a witness at arbitration at the request of a grievant

14 5. Attendance at graduation ceremonies involving the unit member or a member of
15 his/her immediate family

16 6. Legal business that cannot be conducted on weekends or after school hours.

17 E. ***Three (3) of the seven personal necessity leave days may be used at the employee's
18 discretion without giving a reason. Prior notification and submission of an absence affidavit
19 must be given at least 24 hours in advance and a confirmed substitute must be available. Days
20 will be allocated on a first-come first-serve basis. If a substitute is not available, the request will
21 be denied.***

22 F. Personal business days taken that do not meet the definition of personal necessity may be
23 taken without pay, with prior approval from the site administrator.

24 G. All use of personal necessity leave days requires that employees complete the leave form
25 Appendix F.

26 H. Personal Necessity Days shall not accrue from year to year.

27

28 Long Term Differential

29 A. A unit member who is absent from duty because of illness, accident, or quarantine for an
30 extended period of time shall be compensated according to law.

31 B. The sick leave, including accumulated sick leave, and the five-month period shall run
32 consecutively (E.C. 44977). The employee shall first exhaust all available sick leaves, including
33 all accumulated sick leave, before being placed on long term differential sick leave.

34 C. Long term differential sick leave shall last for a maximum of five months.

1 D. Long term differential sick leave is limited to one five-month period per illness or
2 accident. If the school year terminates before the five months is exhausted, then the employee
3 may take the balance of the five months in the following school year.

4 E. Whether or not the absence arises out of, or in the course of the employment of the
5 employee, the amount deducted from the salary due the employee for the additional five months
6 shall not exceed the cost of the substitute teacher hired to fill the position during the employee's
7 absence. (Includes wages plus benefits.)

8 F. If no substitute was employed, then the amount that would have been deducted had one
9 been employed shall be deducted from the salary due the employee.

10 G. A member on long-term differential sick leave shall furnish a physician's statement to
11 substantiate the claim.

12 Bereavement Leave

13 A. Five (5) days of such leave will be granted for bereavement for members of the
14 immediate family. (See D. below for definition of immediate family)

15 B. If over three hundred miles of one-way travel is required, seven (7) days will be granted.

16 C. Bereavement leave shall not be deducted from sick leave.

17 D. "Immediate family" means spouse of employee; children, foster and guardianship
18 children; daughter-in-law, son-in-law of employee or spouse; parents, brother, sister of employee
19 or spouse; grandparents or grandchild of employee or spouse; brother-in-law or sister-in-law of
20 employee, or any relative living in the household of the employee or any relative living in the
21 household of the employee and anyone who acted in the capacity of a primary caregiver during
22 the childhood of the employee/spouse.

23 Sabbatical Leave

24 The Board of Trustees may, upon the recommendation of the Superintendent, grant a sabbatical
25 leave for study, subject to the following:

26 A. All applications for sabbatical leave shall be submitted on a form provided by the
27 Superintendent and shall include a detailed outline of the purposes and plans for the use of such
28 leave. Any teacher is eligible to apply for sabbatical leave that has served in the District for
29 seven (7) consecutive years. Applications for sabbatical leave shall be submitted to the
30 Superintendent no later than five (5) calendar months before the date on which the proposed leave
31 is to begin.

32 B. The rate of pay for a certificated employee on a sabbatical leave shall be fifty-percent
33 (50%) of the annual salary the employee would have received had he remained in the services of
34 the district.

1 C. Upon application for sabbatical leave, the employee shall sign an agreement to return to
2 service in the District upon completion of the sabbatical leave for not less than two (2) years, or
3 restore to the District all salary received while on such leave.

4 D. In case of injury or illness of the employee during sabbatical leave, the leave shall be
5 terminated and all the provisions for sick leave will apply. If death prevents the employee from
6 fulfilling his agreement to return to service in the District, no repayment of salary received as of
7 the date of death shall be required of his estate. The employee who has taken sabbatical leave,
8 shall file with the Superintendent a detailed report within thirty (30) calendar days after returning,
9 giving evidence that the approved program of study has been carried out.

10 E. A year of sabbatical leave shall be counted as a year of experience on the salary schedule.

11 F. The maximum number of persons on a sabbatical leave at any one time shall not exceed
12 one (1) full-time teacher per year.

13 Industrial Accident Leave

14 A. Employees will be entitled to industrial accident leave for personal injury, which has
15 qualified for workers' compensation under the provision of Keenan and Associates Insurance
16 Fund.

17 B. Such leave shall not exceed sixty (60) days during which the schools of the District are
18 required to be in session or when the employee would otherwise have been performing work for
19 the District in any one fiscal year for the same industrial accident.

20 C. The District has the right to have the employee examined by a physician designated by
21 the District to assist in determining the length of time during which the teacher will be
22 temporarily unable to perform assigned duties and the degree to which a disability is attributable
23 to the injury involved.

24 D. For any days of absence from duty as a result of the same industrial accident, the
25 employee shall endorse to the District any wage loss benefit check from the Insurance Fund
26 which would make the total compensation from both sources exceed 100% of the amount the
27 employee would have received as salary had there been no industrial accident or illness.

28 E. If the employee fails to endorse to the District any wage loss disability indemnity check
29 received on account of the industrial accident or illness as provided above, the District shall
30 deduct from the employee's salary warrant the amount of such disability indemnity actually paid
31 to and retained by the employee.

32 Judicial Leave

33 A. Employees shall be provided leave for regularly called jury duty and to appear as a
34 subpoenaed witness in court, other than as a litigant. Employees shall also be provided leave if

1 subpoenaed by an administrative agency empowered by the state statute to conduct legal hearings
2 for which reasons were not brought about through the connivance or misconduct of the employee.

3 B. The employee, while serving jury duty, will endorse his/her jury duty stipend minus
4 mileage, lodging, meals, parking, etc. to the District.

5 **Claim for Leave Must Be Substantiated As Follows:**

6 A. Sickness or Injury-

7 A signed statement of the employee, on the Absence Affidavit, will in most cases suffice. The
8 superintendent may require that a written statement from the attending physician support a claim
9 for sick leave.

10 The signed Absence Affidavit shall be completed and returned to the District within three days of
11 the unit member's return to work.

12 B. Death in the Family -

13 The signed statement of the employee identifying the family relationship of the deceased
14 on the Absence Affidavit will suffice except in unusual cases where the Superintendent may
15 require additional verification.

16 C. Accident Involving the Employee or the Employee's family -

17 The signed statement of the employee on the Absence Affidavit will, in most cases,
18 suffice. The Superintendent may require a letter from the employee citing the circumstances
19 substantiated in cases of personal injury by a physician's statement, or in cases of property
20 damage, verification of the accident by an official.

21 D. Appearance in Court -

22 A copy of the subpoena or order of the court will support the claim for leave.

23 E. Association Leave -

24 *Tulelake Basin Teachers Association unit shall be granted 6 days non-cumulative*
25 *leave annually for Association business. This leave will be granted at the discretion of*
26 *management to ensure efficient operation of the district. The Association shall compensate the*
27 *district for substitute costs for the above leave.*

28
29 **Unpaid Leaves**

30 **Educational Improvement, Health, Personal Leave**

31 A regularly certificated employee, upon recommendation of the Superintendent, may be granted
32 up to 12 months of unpaid leave of absence for the purpose of educational improvement, for
33 health, or personal reasons. The recipients of said leave must notify the District of their intent to
34 return. Notification of an employee's intent to return must be made three (3) months prior to the

1 end date of the term of the granted unpaid leave of absence. Failure to notify the District about
2 their intent to return shall indicate to the District that the recipient of said leave has abandoned the
3 position and their position in the District shall be terminated. The District will make a good faith
4 effort to contact the leave recipient prior to the end of the leave period.

5 Family Care and Medical Leave

6 A. Bargaining unit employees having at least one (1) year of continuous service and who
7 have worked at least 1,250 hours in the prior twelve (12) months shall be afforded all benefits
8 under the California Family Rights Act of 1991 (Government Code Section 12945.2) and the
9 federal Family and Medical Leave Act of 1993 (29 U.S.C. 2601, et. seq.).

10 B. Family Care and Medical Leave means leave taken for:

- 11 1. the birth of a bargaining unit employee's child, and care for the child during the first
12 twelve (12) months after the birth of the child
- 13 2. the adoption or placement of a foster child during the first twelve (12) months after
14 adoption or placement of the child;
- 15 3. the care of a seriously ill spouse, registered domestic partner, parent, or child under
16 age 18, or 18 or older and incapable of self-care because of mental or physical disability
- 17 4. a serious health condition of the employee rendering him/her unable to perform job
18 duties.

19
20 Using Paid Leaves Other Than Sick Leave Concurrently with FMLA/CFRA Leave

21 The bargaining unit employee shall be required to use any applicable personal necessity leave,
22 vacation leave, personal leave, medical or sick leave, industrial accident and illness leave, or
23 extended illness leave, prior to using the benefits under this section, and such paid leaves shall
24 run concurrently with the Family and Medical Leave under this section. The use of such paid
25 leave shall be subject to the requirements for use of that leave as set forth in this agreement or
26 law.

27 Bargaining unit employees on pregnancy disability leaves shall not be required to use vacation
28 leave. The twelve (12) workweeks of Family and Medical Leave under the state law shall not
29 commence until the employee is no longer disabled due to the pregnancy. The twelve (12)
30 workweeks of federal leave shall commence on the first day of leave for pregnancy or pregnancy-
31 related disability.

32 The District shall pay the health benefits for the employee on Family Care and Medical Leave,
33 according to applicable law(s) in effect at the time of the leave.

34

1 **ARTICLE VIII**

2 **Transfers**

3 **Definitions**

4 **Transfer**- A transfer is defined as a teacher being given an assignment at a school that is
5 in a different location to the one in which the teacher currently teaches. A transfer is
6 defined as an involuntary physical classroom change within the same site.

7 **Assignment**- A change in assignment is one where the teacher is assigned to teach a
8 different grade level or different courses from those that he/she currently teaches.

9 **Voluntary Transfer**

10 A. A list of vacancies shall be posted in a conspicuous place in each school by March 15th
11 and every two weeks thereafter until the end of school. The list shall contain a closing date for
12 submitting requests for transfer. No assignment to fill vacancies shall be made until after the
13 closing date except in emergency situations. Emergency situations are those created by
14 prolonged illness or death.

15 B. A teacher may submit a request for transfer at any time.

16 C. When the District receives more than one (1) transfer/reassignment request, the decision
17 to fill the vacancy shall be based on the following factors:

- 18 1. Needs of the district and/or school
- 19 2. Training
- 20 3. Experience
- 21 4. Credentialing
- 22 5. Performance in interview
- 23 6. Skills as documented by performance evaluations

24 If the District determines two or more applicants are equally qualified under the above listed
25 criteria, the certificated employee with the most seniority in the District will receive the
26 transfer/reassignment to the vacant position.

27 D. The District reserves the right to recruit outside applicants for any vacant position if it
28 believes doing so would be in the best interests of students and the instructional program.

29 **Involuntary Transfer**

30 A. The District may make a transfer at any time for the following reasons:

- 31 1. For legitimate reasons affecting the education of students
- 32 2. To fulfill the District's obligations and commitment to its affirmative action policy
- 33 3. A change in enrollment necessitating transfer of staff, such as school closure or grade
34 level reorganization

1 4. Program needs of schools requiring employees with specific skills, experiences, and
2 strengths

3 5. To provide an opportunity to evaluate an employee in a different school or location

4 B. A good faith effort to find alternative solutions to the problem will be made by the
5 administration if the teacher objects to the proposed transfer.

6 C. The teacher to be transferred shall be given an opportunity to apply from the current list
7 of vacancies.

8 Teacher Transfers

9 If a teacher is transferred after August 26th he/she shall be given at least fifteen (15) days notice
10 before the actual transfer occurs, except in emergency situations. Regarding transfers between
11 classrooms and or buildings, the following District assistance will be provided:

12 1. For transfer during the school term, the teacher will receive a classroom substitute for
13 up to three (3) school days and District transportation of his/her materials.

14 2. For transfers during summer break or other vacation, the teacher will receive up to
15 three (3) days of substitute pay and District transportation of his/her materials.

16 3. For all voluntary change of classrooms initiated by a teacher within a school site, the
17 District will not provide any substitute pay for making such a move.

18

19

20

ARTICLE IX

21

Safety

22 Safety shall be a matter of concern for all parties and the Board will endeavor to insure that safe
23 working conditions prevail. Unit members will notify their immediate supervisor in writing
24 concerning unsafe conditions in the District directly affecting the health and safety of staff,
25 students, and parents. The immediate supervisor will investigate the reported unsafe condition
26 and advise the unit member in writing within ten (10) working days, when administratively
27 practicable, of any findings and suggested corrected action.

28 A teacher may use reasonable force as is necessary to protect himself/herself from attack, to
29 protect another person or property, to quell a disturbance threatening physical injuries, or to
30 obtain possession of weapons or other dangerous objects upon the person or within the control of
31 a pupil.

32 Teachers shall immediately report cases of assault to their principal and to the appropriate legal
33 agency. Notification of such incident shall be immediately forwarded to the Superintendent.

34

1 **ARTICLE X**

2 **Class Size**

3 A. To afford the maximum possible opportunity for a quality educational program, the
4 District sets forth the following guide for pupil/teacher ratios per core educational class:

- 5 1. K 20:1
6 2. Grades 1 - 3 20:1
7 3. Grades 4- 6 26:1
8 4. Grades 7 - 12 27:1

9 Grades K-3 will remain at 20:1 as long as the class size reduction augmentation funding is in
10 effect. Should this program terminate, class sizes for K-3 would be 26:1.

11 B. If the guide is exceeded, it shall cause a notification to the Association and a meeting
12 between the Association, the building principal involved, and the Superintendent. Alternative
13 suggestions, including requests for aides, shall be considered at that time.

14 C. If class size becomes a problem for a special reading teacher or a high school non-
15 academic teacher, the teacher, the principal and the Superintendent shall meet and discuss the
16 problem.

17 D. Any class containing three (3) or more students identified as having a special need, in the
18 subject area of the class i.e., IEP needed for these students, will be counted as six (6) or more for
19 computing class size ratios. (Ex: 4 students with IEP's will count as 8)

20 E. The formula and ratio contained in section D. above shall not include IEP students who
21 receive speech therapy and do not have a speech program for regular classroom use.

22 F. Final decisions on class size rest with the Superintendent and the Board.

23
24 **ARTICLE XI**

25 **Evaluations/Personnel Files**

26 **Evaluation Procedures**

27 A. Evaluation procedures, forms, etc. are defined in detail in the District's "***Certificated***
28 ***Personnel Evaluation and Assessment Guide***".
29 ***Evaluation and assessment of the performance of each certificated employee shall be made on***
30 ***a continuing basis as follows (EC 44644):***

31 ***(1) At least once each school year for probationary personnel.***

32 ***(2) At least every other year for personnel with permanent status.***

33 ***(3) At least every five years for personnel with permanent status who have been employed at***
34 ***least 10 years with the school district, are highly qualified, if those personnel occupy positions***
35 ***that are required to be filled by a highly qualified professional by the federal No Child Left***
36 ***Behind Act of 2001 (20 U.S.C. SEC. 6301, et seq.), as defined in 20 U.S.C. SEC. 7801, and***

1 *whose previous evaluation rated the employee as meeting or exceeding standards, if the*
2 *evaluator and certificated employee being evaluated agree. The certificated employee or the*
3 *evaluator may withdraw consent at any time.*

4 Every probationary, certificated employee shall be evaluated by the Administration in writing, *at*
5 *least once each school year, no later than December 1st.* These evaluations shall be based on
6 classroom observations and other items relating to teacher performance. Certificated employee
7 competency shall be assessed and evaluated as it reasonably relates to:

- 8 1. the progress of pupils toward standards of pupil achievement at each grade level in
9 each area of study,
- 10 2. the instructional techniques and strategies used by the employee,
- 11 3. the employee's adherence to curricular objectives, and
- 12 4. the establishment and maintenance of a suitable learning environment within the scope
13 of the employee's responsibilities.

14 B. Every permanent, certificated employee shall be given final evaluations by the
15 administrator in writing *as per (EC 44644)*, no later than thirty (30) working days before the end
16 of the work year. These evaluations shall be based on class observations and other items relating
17 to teaching performance. The final evaluation shall rely upon data collected through observation
18 and evaluation conferences. Unsubstantiated hearsay shall not be used in the evaluation process.

19 C. No later than September 15th of each year, the principal and his/her staff shall meet and
20 discuss the elements upon which the evaluations will be based. The staff shall receive a written
21 statement of the evaluation elements as discussed above following the above meeting. Teachers
22 shall be notified by October 1st of the school year, as to whom their primary District evaluator
23 will be.

24 D. No later than three (3) weeks following the meeting referred to in paragraph C. above, of
25 each year individual staff members are to submit their proposed goals and objectives to the
26 principal for review.

27 E. If a teacher finds that his/her original goals and/or objectives cannot be met, he/she may
28 request a meeting with the evaluator and discuss the necessary modifications, which must be
29 mutually agreed upon. The teacher shall have the right to identify any constraints, which they
30 believe may inhibit their ability to accomplish the goals and objectives established. The
31 evaluation and assessment of certificated employees' competence shall not include use of
32 publisher norms.

33 F. Each evaluation shall be based upon at least two (2) classroom observations, at least one
34 of which shall be prearranged with the teacher being evaluated. Each observation shall last for
35 thirty minutes of uninterrupted time. If a teacher's performance is judged unsatisfactory by the

1 administration, the teacher shall upon request be entitled to one prearranged, subsequent
2 observation.

3 G. In the event an employee is not performing his/her duties in a satisfactory manner, the
4 administration shall notify the employee in writing at least thirty (30) working days prior to the
5 end of school of such fact and describe such unsatisfactory performance. The administration
6 shall thereafter confer with the employee making specific recommendation as to the areas of
7 improvement in the employee's performance and endeavor to assist him/her in such performance.
8 Any evaluation performed pursuant to this article which contains an unsatisfactory rating of an
9 employee's performance in the area of teaching methods or instruction may include the
10 requirement that the certificated employee, as determined necessary by the administration,
11 participate in a program designed to improve areas of the employee's performance and to further
12 pupil achievement and the instructional objectives of the District. Should any teacher be required
13 by the District to participate in any course work or program as stated above, the District will
14 reimburse the teacher for course fees and for approved costs in accordance with District policy.
15 (See APPENDIX E) The teacher has the responsibility of utilizing the suggestions and helps
16 offered by the administrator to remediate the identified problem areas. The form is to be
17 mutually developed by the District and the Association and attached as APPENDIX D. The
18 certificated employee shall have the right to attach a written response to the evaluation. Such
19 response shall be attached and placed in the employee's personnel file. Before the last school day
20 on the school year calendar a meeting shall be held between the certificated employee and the
21 District evaluator to discuss the evaluation.

22 H. If unsatisfactory performance is reflected in a written evaluation and subsequent to that
23 period of time, in the administrator's opinion, improvement takes place, a written statement to that
24 effect will be attached to that evaluation.

25 I. Observations for the purpose of evaluations shall be made by the administration.
26 Administrators will prepare written evaluations.

27 J. In cases where the teacher is assigned to more than one school site, the Superintendent
28 shall designate the evaluator after consultation with the teacher.

29 K. A tenured, certificated employee who receives a *proficient* evaluation during any school
30 year need not be evaluated the following year.

31 ***L. The District and the Association shall mutually agree to all evaluative forms and tools.***

32
33 Peer Assistance and Review (PAR)

34 1. Purpose

- 1 1.1 The PAR Program allows exemplary teachers to assist certain permanent and
2 beginning teachers in the areas of subject matter knowledge, teaching strategies,
3 and teaching methods.
- 4 1.2 The extent of the Program’s assistance and review depends on whether the
5 participating teacher is a beginning, volunteer permanent, or a permanent teacher
6 who has received an overall unsatisfactory evaluation in the areas of teaching
7 methods or instruction. The Program’s assistance shall be provided through
8 consulting teachers as described in Sections 4.2 and 4.3 of this Article. This
9 assistance shall not involve the participation in, nor the conducting of, the annual
10 evaluation of certificated unit members set forth in Article XI of the Agreement
11 and Ed. Code 44660, et seq., except for making available to the evaluator the
12 results of a unit members’ participation in the Program.
- 13 1.3 For teacher(s) who teach within the “core”, as determined by Federal mandates, the
14 teacher(s) shall be provided assistance under the PAR program to obtain Highly
15 Qualified Teacher (HQT) status within their core assignment.
- 16 2. Definitions For the Purposes of this Article
- 17 2.1 “Classroom Teacher” or “Teacher”: any member of the certificated bargaining unit
18 who is covered by the certificated evaluation Article XI of the Agreement.
- 19 2.2 “Participating Teacher”: any unit member who is a classroom teacher that either
20 volunteers or is required by this Article to participate in the Program.
- 21 2.3 “Consulting Teacher”: an exemplary teacher meeting the requirements of sub
22 section 4.2.1 who is selected by the Joint Panel to provide Program assistance to a
23 Participating Teacher.
- 24 2.4 “Beginning Teacher”: any unit member having, probationary, temporary or intern
25 status. This Peer Program is to be closely coordinated with other district programs
26 for training and assistance to beginning teachers.
- 27 2.5 “Voluntary Participating Teacher”: any unit member with permanent status who
28 meets Plan 2 criteria as detailed in the Certificated Evaluation & Assessment Guide
29 (CEAG) and elects, with administrator approval, to participate in Plan 3.
- 30 2.6 “Participating Teacher With An Unsatisfactory Evaluation”: a unit member with
31 permanent status whose most recent evaluation was rated as unsatisfactory in
32 Standard 1: Planning & Preparation, Standard 3: Instruction and/or Standard 5:
33 Student Assessment as specifically designated on the summative evaluation form.
- 34 2.7 “Principal, Evaluating Principal, Administrator or Evaluating Administrator”: the

1 certificated administrator appointed by the district to evaluate a certificated teacher.

2 3. Program Outline

3 3.1 *For Participating Teachers With Unsatisfactory Evaluation*

4 3.1.1 Any permanent teacher with an overall unsatisfactory evaluation in the areas
5 listed in Section 2.6 must participate in the Program.

6 3.1.2 The Consulting Teacher’s assistance and review shall focus on the specific
7 areas recommended for improvement by the Participating Teacher’s
8 evaluator after receipt of the unsatisfactory rating.

9 3.1.2.1 These recommendations shall be written aligned with student
10 learning, clearly stated, and consistent with Ed. Code Section
11 44662. These recommendations shall be considered performance
12 goals required by Ed. Code Sections 44664 (a) and 44500(b)(2).

13 3.1.2.2 The Principal and the Consulting Teacher assigned to the
14 Participating Teacher shall meet and discuss the recommended
15 areas of improvement outlined by the principal and the types of
16 assistance that should be provided by the Consulting Teacher.

17 3.1.2.3 The Consulting Teacher and the evaluating Principal are
18 expected to establish a cooperative relationship and shall
19 coordinate and align the assistance provided to the Participating
20 Teacher.

21 3.1.2.4 The Consulting Teacher and the Participating Teacher shall meet
22 and discuss the plan for assistance. The Consulting Teacher will
23 then provide assistance as set forth in Section 4.3 of this Article.
24 The Consulting Teacher shall conduct a minimum of 5 classroom
25 observations (minimum of 30 minutes each observation) of the
26 Participating Teacher.

27 3.1.3 Before April 1 of each year, the Consulting Teacher shall complete a written
28 report evaluating the teacher’s participation in the Program consisting solely
29 of:

30 (a) A description of the assistance provided to the Participating
31 Teacher.

32 (b) A description of the results of the assistance in the targeted
33 areas.

34 This report shall be given to the Joint Panel, with a copy also submitted to

1 the Participating Teacher and Principal.

2 3.1.4 The results of the teacher’s participation in the Program shall be made
3 available as part of the Participating Teacher’s summative evaluation. The
4 evaluating Principal shall have the discretion as to whether and how to use
5 the results in the annual evaluation.

6 3.1.5 after receiving the report, the Joint Panel shall determine whether the
7 Participating Teacher will benefit from continued participation in the
8 Program.

9 3.1.6 The teacher will continue participating in the Program until the Joint Panel
10 determines that the Participating Teacher:

11 (a) Is no longer benefiting from the Program

12 (b) Receives a satisfactory evaluation

13 (c) Is no longer employed by the District

14 3.1.7 The District has the sole authority to determine whether the Participating
15 Teacher has been able to demonstrate satisfactory improvement.

16 3.1.8 The Consulting Teacher’s report on the participation of the Participating
17 Teacher in the Program, as defined in subsection 3.3.3, shall be made
18 available to the District for placement in the Participating Teacher’s
19 personnel file if referenced by the Principal in the annual evaluation.

20 3.1.9 The Joint Panel will make an annual report available to the Governing Board
21 and TBTA regarding the Program’s impact, recommended improvements,
22 and recommendations regarding Program participants.

23 This may include forwarding the names of permanent teachers with
24 unsatisfactory evaluations, who after sustained assistance are unable to
25 demonstrate satisfactory improvement.

26
27 **3.2 For Beginning Teachers**

28 3.2.1 A Consulting Teacher may be assigned to one or more Beginning Teachers
29 to provide assistance if the Beginning Teacher is not receiving assistance
30 through BTSA or a similar program. In the first year, the Consulting
31 Teacher shall concentrate assistance in the area of District Teaching
32 Standards. In the second year, the Consulting Teacher will focus the
33 assistance in the areas, if any, listed by the evaluating Principal as needing
34 improvement or assistance.

1 3.2.2 The Consulting Teacher and the evaluating Principal shall have a
2 cooperative relationship, and shall coordinate assistance provided to
3 Beginning Teachers.

4 3.2.3 Because Beginning Teacher participation in the Program is not legally
5 mandated, neither the Consulting Teacher nor the Joint Panel will make
6 written reports regarding individual Beginning Teachers, nor forward to the
7 Board the names of individual Beginning Teachers who participated in the
8 program. The Consulting Teacher shall provide an annual assessment of
9 the Program's overall effectiveness and areas of improvement, if any, to
10 the Joint Panel. The Joint Panel will annually report to the Governing
11 Board and the Association the effectiveness of the Program for Beginning
12 Teachers.

13 3.3 *For Voluntary Participating Teachers*

14 3.3.1 Those teachers electing to or selected for participation in Plan 3 of the
15 Certificated Personnel Evaluation & Assessment Guide may use a
16 Consulting Teacher's assistance.

17 3.3.2 Neither the Consulting Teacher nor the Panel will forward to the Board the
18 names of volunteer participants, because law to participate in the Program
19 does not mandate participation by permanent teachers, with satisfactory
20 performance. Any reports to the Board or the Joint panel will be made only
21 as required by the individual plan.

22 3.4 For Teachers Not HQT as Determined by Federal Mandates

23 3.4.1 Each teacher shall construct an individualized development program to
24 obtain HQT status. Upon request, the District will assist in the
25 development of this program.

26 4.4.2 The District shall pay all approved course fees for classes used to obtain
27 HQT status in the assigned core teaching area as long as these units are not
28 used for salary advancement.

29 4.4.3 The District shall also pay per diem if the course(s) is/are located out of the
30 local area and overnight travel is required and only if the course(s) is/are
31 not used for salary advancement.

32 4. Governance And Program Structure

33 4.1 *Joint Panel*

34 4.1.1 A Joint Panel consisting of five members will administer the Peer

1 Assistance and Review Program. The Joint Panel will consist of three
2 certificated classroom teachers selected by certificated classroom teachers
3 and two administrators appointed by the District. A Panel member's term
4 will be three years, except the first terms of the teacher members will be one
5 two-year term, one three-year term and one four- year term.

6 4.1.2 The Joint panel will make all decisions by consensus. Failing consensus
7 decisions will be made by majority vote. Four of the five Panel members
8 will constitute a quorum for purposes of meeting and conducting business.

9 4.1.3 The Joint Panel's primary responsibilities involve establishing the annual
10 Program and budget, and selecting and overseeing the Consulting Teachers.
11 In addition the Panel is responsible for:

- 12 a. Submitting to the Board and the Association an annual evaluation
13 of the Program's impact, including recommendations regarding
14 Participating Teachers with unsatisfactory evaluations, and if
15 necessary forwarding names of individuals who after sustained
16 assistance are unable to demonstrate satisfactory improvement
- 17 b. Selecting and assigning the Consulting Teachers
- 18 c. Reviewing Consulting Teacher's reports on participation with
19 permanent status referred to the Program because of
20 unsatisfactory evaluations
- 21 d. Evaluating the role of the Consulting Teachers in the role of
22 Consulting Teacher
- 23 e. Coordinating with the District to provide training for Consulting
24 Teachers, Panel members, and where appropriate, Participating
25 Teachers
- 26 f. Selecting the trainers and/or training providers
- 27 g. Forwarding to the District Office, at the end of the school year,
28 all the records regarding the Program that shall be filed
29 separately from the individual personnel records, except as set
30 forth in 3.1.8 in this document
- 31 h. Establishing internal operating procedures and regulations
32 necessary to carry out the requirements of the Education Code
33 and this Article, including a procedure for selecting the Joint
34 Panel's chairperson and Consulting Teachers

- 1 i. Placing on the District’s Web site, by October 30 annually, the
- 2 adopted rules and procedures
- 3 j. Selection of Mentor Teachers who will provide assistance in the
- 4 areas of staff and curriculum development
- 5 k. Determining the number of mentor teachers, stipends, selection of Staff
- 6 Development and Curriculum areas of focus for each mentor
- 7 l. Members of the Joint Panel may not be Consulting Teachers or
- 8 Mentor Teachers

9 4.1.4 the panel shall use the following procedure for the annual program and
10 budget.

11 4.1.4.1 By May 15 of each fiscal year the Panel will establish a program
12 and budget for the succeeding year, which will include:

13 Stipends for the Joint Panel:

- 14 a. Panel members shall receive the district substitute pay,
- 15 for credentialed substitutes, for participating in
- 16 scheduled panel meetings. To receive this stipend,
- 17 panel members must attend a minimum of 4 scheduled
- 18 meetings.
- 19 b. Estimated State Revenues for the Program
- 20 c. Projected Number of Participating Teachers
- 21 d. Projected number of Consulting Teachers needed to
- 22 serve the projected need
- 23 e. Stipends for Mentor and/or Consulting Teachers
- 24 f. Substitute costs for any release time required
- 25 g. Training and conference time
- 26 h. Administrative overhead
- 27 i. Legal and consulting expenses
- 28 j. Incorporation of the Mentor Teacher Program into the
- 29 PAR budget effective 07/01/2000
- 30 k. No general fund monies shall be used for this Program

31 4.1.4.2 By June 10, the Program plan/budget will be submitted to The
32 Association President and the Superintendent for approval. If
33 both parties do not approve the plan/budget it may be modified
34 by mutual agreement. By July 31, if the parties cannot reach

1 agreement to either approve the plan/budget or to amend it, then
2 the plan/budget will be implemented as submitted by the Panel.

3 4.2 *Consulting Teachers*

4 4.2.1 Minimum qualifications for a Consulting Teacher:

- 5 a. A fully credentialed classroom teacher with permanent status and at
6 least five years of recent classroom teaching experience
7 b. Demonstrated exemplary teaching ability as indicated by a proficient
8 rating in all areas of the district's summative evaluation instrument
9 c. Demonstrated exemplary teaching ability as rated by members the
10 Joint Panel. This designation to be obtained from classroom
11 observation of the prospective Consulting Teacher by members of the
12 Joint Panel in one or more visits to the candidates classroom
13 d. Ability to work cooperatively with other teachers and administrators,
14 demonstrated effective leadership skills and experience in working on
15 school or District committees

16 4.2.2 Each applicant for a position of Consulting Teacher shall submit a
17 completed application.

18 4.2.3 Consulting Teachers shall be selected by a majority vote of the Joint Panel.
19 All selections shall be forwarded to the Superintendent. The Panel's
20 procedures for selecting Consulting Teachers shall include provisions for
21 classroom observation of Consulting Teacher candidates.

22 4.2.4 A Consulting Teacher shall be provided release time as needed this release
23 time shall be paid for from within the PAR budget.

24 4.2.5 The term of the Consulting Teacher shall be three (3) years, and a teacher
25 may not serve in the position for more than one (1) consecutive term.

26 4.2.6 Consulting Teachers shall have the responsibility for no more than two
27 Participating Teachers. Each Referred Participating Teacher shall receive
28 no less than 20 hours of assistance per semester from the Consulting
29 Teacher.

30 4.2.7 Consulting Teachers shall assist Participating Teachers in the areas of
31 subject matter knowledge, teaching strategies and teaching methods. This
32 assistance may include, but not be limited to the following activities:

- 33 a. Providing consultative assistance to improve in the specific areas
34 targeted by the evaluating Principal on the District Teaching

- 1 Standards
- 2 b. Meeting and consulting with the Principal or designee regarding
- 3 the nature of the assistance being provided
- 4 c. Observing the Participating Teacher during periods of classroom
- 5 instruction
- 6 d. Scheduling the Participating Teacher to observe the Consulting
- 7 Teacher or other selected teachers as detailed in the
- 8 Participating Teacher’s plan
- 9 e. Attending specific training in specified teaching techniques or in
- 10 designated subject matter
- 11 f.. Maintaining appropriate records of each Participating Teacher’s
- 12 activities and progress

13 4.3 *Mentor Teachers*

14 4.3.1 Minimum qualifications for a Mentor Teacher

- 15 a. A fully credentialed classroom teacher with permanent status and at
- 16 least three years of recent classroom teaching experience
- 17 b. Demonstrated exemplary teaching ability as indicated by a proficient
- 18 rating in all areas of the district’s summative evaluation instrument
- 19 c. Ability to work cooperatively with other teachers and administrators,
- 20 demonstrated effective leadership skills and experience in working
- 21 on school or District committees

22 4.3.2 Each applicant for a position of Mentor Teacher shall submit a completed

23 application.

24 4.3.3 Mentor Teachers shall be selected by a majority vote of the Joint Panel. All

25 selections shall be forwarded to the Superintendent. The Panel’s procedures

26 for selecting Mentor Teachers shall include provisions for classroom

27 observation of Mentor Teacher candidates if Joint Panel believes this to be

28 necessary.

29 4.3.4 A Mentor Teacher shall be provided release time as needed with approval

30 from the Joint panel. This release time shall be paid for from within the

31 PAR budget.

32 5. Other Provisions

33 5.1 Functions performed by unit members under this document shall not constitute

34 either management or supervisory functions as defined by Government Code

1 Section 3540.1(g) and (m).

2 5.2 Unit members who perform functions as Consulting Teachers or Panel members
3 under this document shall have the same protection from liability and access to
4 appropriate defense as other Public School Employees pursuant to Division 3.6
5 (commencing with section 810) of Title 1 of the California Government Code.

6 5.3 Records

7 5.3.1 All documents and information relating to the participation in this Program
8 will be regarded as a personnel matter and subject to the personnel record
9 exemption of the California Public records Act (Government Code Section
10 6250,et seq.). The annual evaluation of the Program’s impact, excluding any
11 information on identifiable individuals shall be subject to disclosure under the
12 Public records Act.

13 5.3.2 All parts of the selection process of Consulting Teachers will be treated as
14 confidential and will not be disclosed except as required by law.

15 All the documents for the PAR program will be filed in the district office,
16 separately from the individual personnel records, except as set forth on 3.1.8
17 above.

18

19

ARTICLE XII

20

Teaching Hours/Calendar

21

Teaching Hours

22

A. The length of the regular employee workday, including any preparation time, shall not
23 exceed eight (8) hours. A teacher on a regular workday shall work from 7:30 a.m. to 3:30 p.m.

24

B. Teachers who work the regular school day, on the last day of the week or on days before
25 holidays shall remain until students have left on buses or until 3:10 p.m. whichever is later. On
26 minimum days, teachers who work a regular day may leave after students have left on buses.

27

C. Up to six (6) hours per month will be allowed on days which need extending due to
28 faculty meetings, parent conferences, open houses, in-services, etc. Any time beyond this will be
29 compensated by release time during non-instructional hours.

30

D. Any elementary teacher assigned for more than two consecutive hours of student contact
31 will be provided with a personal break.

32

E. Non-teaching duties mean any duties which are required by the Board and which do not
33 involve instruction of students. Teachers will be responsible for non-teaching duties in their own

1 school. The administration will endeavor to assign non-teaching duties on a reasonable and
2 equitable basis. As needed, principals may request volunteers from other schools.

3 F. Site administrators or Superintendent shall set in-service times.

4 Calendar

5 See APPENDIX C for school calendar.

6 1. Minimum days at the end of each grading period - 4

7 2. Minimum days for parent teacher conferences - 4

8 For the 2008/2009 and 2009/2010, and 2010/2011 school years there shall be 180 instructional
9 days plus (5) mandatory in-service days and one (1) optional teacher workday for a total work
10 year of 186 days. All days in addition to the 180 instructional days shall be placed on the school
11 calendar. Each certificated staff member is required to complete the in-service form (Appendix
12 G) and turn the completed forms(s) into their site administrator as soon as each 8-hour block of
13 in-service training has been completed.

14 It is the certificated employee's responsibility to turn verified hours/days of training into their site
15 administrator by June 15, each year. Teachers may count proposed, approved training or
16 workshops for the month of June in this statement. Failure to turn in the required form(s) by the
17 due date may render the employee ineligible for compensation for in-service training days even if
18 the days have been completed. The employee's sick leave shall be reduced accordingly. Any in-
19 service training day that the employee receives salary compensation from sources other than the
20 school district shall not count as an in-service training day for the purposes of this article. Also,
21 classes that award units for salary advancement, and the employee chooses to use these units for
22 salary advancement, shall not be counted for the purposes of this article. In-service training that is
23 not provided by the district shall require prior approval by the site principal and the
24 superintendent or designee. Teachers must sign in and out of each in-service period as prescribed
25 by law. Personal days, no tell days, and sick days may be used in lieu of attending a training or
26 workshop. The same regulations apply for the use of these days as for regular school days. Sick
27 days may be used in half-day increments only. Employees shall have five days from the date of
28 the training to complete the absence affidavit. In-service training days shall be counted from July
29 1 through June 30 each year.

30 In-service Incentive Days

31 Effective July 1 2006, teachers who wish to participate in approved professional development
32 opportunities outside of the school calendar year, in addition to the required annual total of 6
33 days, may earn release time on other days during the school year. Participation in such trainings
34 must have prior approval from the superintendent and/or site administrator. This provision does

1 not apply to any unit member who is taking units for salary advancement, credential
2 requirements, or extra-curricular training. Depending on the needs of the site/district and with
3 prior administrator approval, these days may be used in lieu of attending a mandatory in-service,
4 an optional day or a school day. Administrator denial of any request is final and binding. Each
5 day of in-service that a teacher works, beyond the District's required 6 days, may be exchanged
6 for a release day on a one-to-one ratio, up to a maximum of three days per calendar year with no
7 carryover. Travel time to and from in-services is to be excluded,
8 and does not count as time earned for release time. These days will not be deducted from
9 accumulated sick leave. Substitute coverage must be available for any teacher wishing to use an
10 in-service incentive release day in exchange for a school day and prior approval must be obtained
11 from the site administrator.

12 Professional Growth Days

13 Each certificated employee shall be entitled to one day of professional growth experience per
14 year. Such experience may be used to attend conferences in one or more subject areas taught,
15 visit exemplary programs, or other types of observation, etc. Such days shall be arranged in
16 cooperation with the site principal. Registration fee payment must be approved by your
17 administrator. Employees will report to their principal regarding such visitation, conferences, etc.

18 Calendar Development

19 Each year, by the third Monday in January, the District will propose a calendar for the ensuing
20 year. The Association may submit an alternative calendar for consideration by the third Monday
21 in February and agrees to consult with the Association regarding the final school calendar.
22 Consideration will be given to having spring break occur at the same time as Oregon schools on a
23 regular basis. The District will designate the two following days as legal minimum days for
24 students, as well as the certificated staff:

- 25 1. Day preceding Christmas break
- 26 2. Wednesday before Thanksgiving

27 The instructional staff shall remain until students have left on buses or until 3:10 p.m. (6:00 p.m.
28 for non-regular day teachers), whichever is later.

30 **ARTICLE XIII**

31 **Compensation**

32 Salaries

33 Employees shall be paid according to the salary schedule in Appendix A. For the 2008/2009
34 school year 3% shall be added to each cell on the salary schedule effective July 1, 2008.

1 For the 2009/2010 school year 1% shall be added to each cell effective July 1, 2009.
2 Increases in salary due to years of experience shall be as detailed in Appendix A. Except for
3 when a teacher is first hired into the District, no teacher shall be awarded more than one year of
4 experience allowance credit in any one school year.

5 Units for Salary Advancement

6 Requests for advancement on the salary schedule for units will be processed in the following
7 manner:

- 8 1. The employee shall submit a request for consideration to the Superintendent or his
9 designee. Whenever possible, the request should be submitted two (2) weeks in advance
10 of the starting date of the course and will be returned to the originator within five (5)
11 working days.
- 12 2. A request that is denied by the Superintendent may be appealed to the Unit
13 Advancement Committee at each school, which will consist of two teachers and one
14 administrator. This committee will review the request and will present a recommendation
15 to the Superintendent within five (5) working days.
- 16 3. In the event that the requested unit(s) are still not approved, the employee may appeal
17 his/her case to the Board, which shall consider the appeal at its next regular meeting and
18 shall render a decision within ten (10) working days of its deliberations. Such decision
19 shall be final.
- 20 4. Unit approval shall be for 24 months from the date of district approval. Failure to
21 complete the units in that time will void the original approval and salary advancement
22 will not be granted.
- 23 5. Verification of graduate units to support salary placement must be on file with the
24 District Office by October 1st annually.
- 25 6. The District shall reserve the right to grant units for salary advancement that are not
26 graduate units. These units must directly relate to the employee's current or newly
27 assigned teaching position. All other units for salary advancement shall be graduate
28 units. This provision only applies until a unit member reaches a total of 60 semester units,
29 after which all units must be earned towards a master's degree.

30 Initial Placement on the Salary Schedule

31 New teachers hired into the district will be given a maximum of ten (10) times the step increment
32 for salary placement purposes. No newly hired teacher without at least a preliminary credential
33 shall be granted more than 30 units for salary credit. No newly hired teacher without at least five
34 (5) years of prior teaching service shall be placed past BA +60 without a Masters degree in the

1 field in which he/she is credentialed to teach. Interns shall be placed on the salary schedule and
2 paid at step 1 x 0.875 x % of day-spent teaching. No intern shall be placed higher than BA+30.
3 Years of service accumulated as an intern do not count as years of service for step advancement.
4 Effective July 1, 2002, interns and teachers on emergency credentials, shall receive a one-step
5 advancement for each two full years of service provided that they are making substantial progress
6 towards obtaining a credential as determined by the State Department of Education. A maximum
7 of two steps will be granted until the internship is completed or a clear or preliminary credential
8 is obtained.

9 A Masters degree stipend shall not be paid to an intern.

10 Units

11 Teachers must obtain the required 15 units to advance to the next column.

12 The District will not pay for nor approve additional units earned in excess of 60 unless these units
13 are working toward an approved Masters Degree an approved credential, helping the district
14 reach its goals and objectives, or are units recommended by the district for the professional
15 growth of an employee.

16 Effective July 1, 1999, the district will not pay for any units in excess of 75. Teachers with
17 existing approved units in excess of 75 shall be paid at the rate of \$137 per unit. Certificated
18 teachers with emergency credentials shall not be awarded the masters degree bonus. Salary to
19 teachers shall be paid as detailed in the attached salary schedule for 2008/2009. End of year
20 paychecks shall be paid to employees on June 30, or the last weekday in June.

21 Stipends

22 Teachers awarded mentor status shall be selected according to law. Any stipend paid shall be
23 determined by the administration in consultation with the bargaining unit. Coaching mentor
24 positions shall be selected by the site administration after consultation with the site leadership
25 team. Every certificated teacher who ends the year with the same number of sick days as when
26 the school year started on July 1 shall receive a stipend of \$600. A certificated teacher who ends
27 the school year with one less sick day than when the school year started shall receive \$450. A
28 certificated teacher who ends the school year with two less sick days than when the school year
29 started shall receive \$200. All other use of sick leave shall not receive a stipend. Stipends shall
30 be paid the last pay date in June.

31 Addendum Contracts

32 A. Employees receiving addendum contracts shall be paid according to the schedule outlined
33 in APPENDIX B.

34 B. All positions will be filled in the following order:

- 1 1. by a certificated teacher on school site
- 2 2. by a certificated teacher with the District
- 3 3. Other – could include a qualified person from the community

4 In the event that no certificated staff member applies for a posted opening under this article, the
5 Superintendent will take applications outside of the unit. In the event an outside person is not
6 available to fill the position, then an involuntary assignment may be made based upon the
7 qualification and competency of the staff member to perform the duties of the vacant position.
8 The above assignment(s) will be made on an equitable and rotating basis.

9 Health and Welfare Benefits

10 The medical and vision portion of the coverage will be through the preferred provider coverage
11 administered by Central Valley Trust; Anthem Blue Cross is the insurance carrier. Dental shall be
12 provided by Delta Dental. The existing plans shall remain in effect unless changes are made to
13 coverage by mutual consent. District will provide a section 125 plan into which employees will
14 be required to make contributions for the TBTA prescribed health plan outlined in this article.
15 Unit member enrollment in the health plan shall be governed by the carrier’s rules in effect for
16 the school year in question. Under no circumstances will a unit member be permitted to elect not
17 to participate in the District-offered medical plan. The employee will be required to enroll in a
18 prescribed medical plan as a condition of employment. By September 1 of each of year of this
19 contract, TBTA will need to advise the district of the health plans it wishes to offer its unit
20 members. All teachers are required to be paid in 12 equal installments, (12-month pay plan).
21 Part-time employees are responsible for their pro-rata share of the cost of health benefits. Part-
22 time employees may elect not to participate in the program. The District contribution to
23 Medicare benefits will be as provided by law.

24 The District shall provide term life insurance of \$10,000 for each certificated employee of the
25 District. Certificated employees may elect to increase coverage at their expense up to the
26 maximum allowed by the carrier.

27 Substitute Pay

28 On days that there are no substitutes available and other teachers are requested to cover these
29 classes, then the District shall provide substitute pay for the day to be divided among the
30 teacher(s) who participate. Teachers are required to complete a time sheet, have it signed by their
31 site administrator, and turn it into the District secretary for payment. Payment for these hours
32 shall be made in February and July. This section applies to full day substitutes only.

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34

1 **ARTICLE XIV**

2 **Retirement Provisions**

3 A. Any teacher who notifies the District in writing of his/her intent to retire by October 31,
4 in the school year they wish to retire in, shall receive a stipend of \$2,500.00 to be paid the last
5 pay date in June, in the year of retirement.

6 B. Effective July 1, 2006 the District shall establish Fund 20, a fund for the purpose of
7 providing post-employment benefits. Any money placed in said fund shall only be used to assist
8 in the payment of retiree health benefits.

9 **Funding sources:**

10 The fund shall be funded as follows:

- 11 1. Fifty percent (50%) of MAA funds received from the 2005/2006 school year and
12 thereafter shall be placed in Fund 20
- 13 2. When an employee retires, for the first year of retirement only, 50% of the difference
14 between the retiree's final total cost to the District and the new employee's total cost to
15 the District shall be placed in Fund 20
- 16 3. If the teaching retiree is not replaced, then the District shall assume a new employee
17 cost equivalent to Column IV, Step 5, plus statutory benefits, and the same formula shall
18 apply as in number 2 above.

19 **Eligibility:**

20 Employees who retire after January 1, 2006 shall be eligible for retiree benefits as outlined below:

- 21 1. Employees with at least 20 years of full-time or equivalent service to this District shall
22 receive a monthly payment of \$350 towards the cost of health care premiums.
- 23 2. These contributions for health insurance premiums shall only be available for retirees
24 participating in a health care plan. Retiree will provide proof of insurance to the district
25 by July 1 of each year.
- 26 3. These contributions will continue for a maximum of five years and shall cease upon
27 the death of the retired unit member.
- 28 4. Contributions shall be no greater than the plan chosen by the employee.

29 **Funding Availability:**

- 30 1. Funds will only be dispersed if there are sufficient funds in the restricted account to
31 meet the demand. No District funds will be used to fill the gap between the request for
32 funds and funds available. If there are insufficient funds, then all requests will be filled
33 on a pro-rata basis.

1 teacher shall be advised, in a timely manner, of any investigation that arises from an anonymous
2 complaint. The teacher will be kept informed as to the status of the investigation.

3
4 **ARTICLE XVI**

5 **Teaching Aides**

6 If the administration needs to hire an aide, the teacher involved shall have the right to attend the
7 interview with the hiring administrator and the prospective employee. If an aide's presence
8 interferes with student learning, the teacher shall have the right to discuss the problem with the
9 immediate supervisor in an effort to resolve the problem. Final decisions regarding employment
10 of aides rest with the Board.

11
12 **ARTICLE XVII**

13 **Discipline**

14 The District may suspend a permanent unit member without pay for up to fifteen (15) work days
15 per year for cause. Nothing shall preclude or affect either the District's right to discharge such
16 unit member consistent with the law, board policy, rules or regulations, or the right to impose at
17 any time other forms of disciplinary action that are not covered by this intermediate discipline
18 procedure, including, but not limited to, oral and written reprimands, suspension pursuant to the
19 Education Code, and deduction of salary in accordance with Education Code Section 45055.

20 The District reserves the right to impose at any time other forms of disciplinary action against a
21 unit member which is not covered by this section, including, but not limited to, oral and written
22 reprimands, suspension pursuant to Education Code Sections 44939 through 44942, deduction of
23 salary in accordance with Education Code Section 45055, and involuntary transfers or
24 reassignments consistent with this Agreement.

25 Non-substantive procedural errors committed by the School District or District Board shall not
26 constitute cause for dismissing the charges.

27
28 **ARTICLE XVIII**

29 **Miscellaneous**

30 A. This Agreement shall supersede any rules, regulations or practices of the Board, which
31 are inconsistent with the terms.

32 B. The District agrees to provide a copy of this Agreement to each certificated employee at
33 the beginning of each negotiated contract period. In other years, the District shall provide each
34 certificated member with the revised articles. All new employees to the District shall receive an

1 updated copy of the contract their first year of employment. The Association shall have the right
2 to request a disk copy of the contract.

3 C. The administration shall not predicate any adverse action upon a teacher's personal,
4 political, religious and organizational activities or preferences.

5 D. All forms provided by the District for use by the members of the Association or the
6 Association itself shall be mutually developed by the District and the Association and attached to
7 this Agreement.

8
9 **ARTICLE XIX**

10 **Savings Provisions**

11 If any provisions of this Agreement are held to be contrary to law by a court of competent
12 jurisdiction, such provisions will not be deemed valid and subsisting except to the extent
13 permitted by law, but all other provisions will continue in full force and effect. This Agreement
14 constitutes the entire Agreement between the parties and concludes meet and negotiation on any
15 subject, whether included in this Agreement or not, for the term of the Agreement.

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Article XX

Duration

This Agreement shall become effective upon ratification by both parties. It shall remain in full force and effect up to and including June 30, 2011. The Agreement shall remain in full force and effect beyond the stated expiration date from day to day until such time as both parties ratify a new or modified agreement.

Each party to this agreement shall have one opener for the 2009/2010 contract year excluding compensation. For the 2010/2011 contract year each party shall have one opener. The parties agree to commence negotiations on or about April 1, 2009 for the 2009/2010 contract opener and on or about April 1, 2010 for 2010/2011 contract opener. New contract negotiations will begin on or about April 1, 2011. In addition, additional articles may be opened providing that these are opened by mutual agreement.

Date: _____

FOR THE DISTRICT:

FOR THE ASSOCIATION:

By: _____

By: _____

Jerry LeQuieu Board President

Renee Misso Association President

By: _____

By: _____

Patricia A. Reeder District Superintendent

Shellie Baker Bargaining Chairperson