

AGREEMENT BETWEEN



Twin Rivers United Educators

AND THE



Effective July 1, 2008 to June 30, 2011

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1 **ARTICLE 1 - GENERAL PROVISIONS**

2 **Duration of Agreement (Term):** This Agreement will be effective upon ratification, and
3 will expire on June 30, 2011.

4 1.1 The Parties agree to commence negotiations for a successor agreement to the
5 Agreement by not later than January, 2010.

6 1.2 The Parties agree that the Salary, Employee Benefits, and Work Day/Work
7 Year articles will be open for negotiations for the 2009-2010 contract year and
8 the 2010 - 2011 contract year. Each Party may also reopen up to three
9 additional articles for the 2009-2010 contract year and the 2010 -2011 contract
10 year. All other articles will be closed for the 2009-2010 contract year and the
11 2010 - 2011 contract year. Both Parties will comply with state law
12 requirements regarding the “sunshining” of reopeners and proposals for
13 negotiations.

14 1.3 The Parties agree that the Association will be entitled to release time for such
15 of its Members as are assigned to the Association negotiating team, so that
16 they may attend negotiations without loss of compensation. Negotiations
17 release time shall not be used for more than eight (8) Members. The District
18 will pay for 20 or less days per school year of negotiations release time for up
19 to five (5) Members (a total of 100 days for all five TRUE negotiators) and
20 TRUE will pay for negotiations release time of any Members above and
21 beyond the five (5) paid for by the District. For the purpose of the 20 day
22 limitation, a half day will be counted as .5 of the 20 day limit. The Parties
23 agree that either Party may utilize the services of consultants and negotiators
24 to assist in negotiations.

1 1.4 **Recognition:** The District recognizes the Association as the exclusive
2 representative for all certificated employees not designated as management or
3 confidential by action of the Board of Trustees of the District or as otherwise
4 agreed to by the Parties except as follows:

5 1.4.1 Substitute employees;

6 1.4.2 Adult Education teachers employed less than 20 hours per week;

7 1.4.3 For the 2008-2009 school year, the District and the Association have

8 entered into agreements regarding the status of Psychologists, Early

9 Childhood Education/Child Development (ECE/CD) employees, and Outreach

10 Consultants (ORCs). (The agreement regarding Psychologists is attached

11 hereto as Exhibit A and incorporated by reference herein).

12 1.4.4 The Parties agree that starting on July 1, 2009, for the 2009-2010

13 school year, Psychologists will be Members of the certificated bargaining unit.

14 1.5 **Definitions:**

15 1.5.1 As set forth herein, the term “Association” means the Twin Rivers United
16 Educators, an association and a unit of the California Teachers

17 Association and the National Education Association. The term “the

18 District” or “District” means the Twin Rivers Unified School District. The

19 term “the Parties” means the parties to this Agreement, that is TRUE and

20 the District. The term “Member” means a member of the Association.

21 The term “the Agreement” means this collective bargaining agreement

22 entered into by and between the District and the Association.
23

1 1.5.2 Work Days:

2 1.5.2.1 “Member work days” means days on which the Member is
3 contractually required to be in attendance at the Member’s job
4 location, or at other District required and/or approved activities
5 at another location.

6 1.5.2.2 “District work day” means any day on which the District Office is
7 open for business.

8 1.5.3 Temporary Employee: A certificated employee may be classified as
9 temporary only to the extent authorized by California law.

10 1.6 **Savings Provision:** If any provisions of this Agreement are held to be contrary to
11 the law by a court of competent jurisdiction or the Public Employment Relations
12 Board, such provisions will not be deemed valid except to the extent permitted by
13 law, but all other provisions will continue in full force and effect. In the event that
14 a specific provision is declared invalid by a court P.E.R.B. decision, the Parties
15 shall meet within fifteen (15) work days after the decision to discuss the effect of
16 the decision and determine if renegotiation of that provision is necessary. The
17 Parties also agree that they will meet and confer in the event that provisions of
18 California statutory law are changed by action of the legislature and/or Governor,
19 or by action of the voters through the initiative process, where the changed
20 statutes are referenced in this Agreement or materially affect this Agreement.

21 1.7 **Order of Precedence:** The specific provisions contained in this Agreement shall
22 prevail over present and past District practices, procedures and regulations, and
23 over state laws to the extent permitted by state law.

- 1 1.8 **Publication of Agreement:** Within sixty (60) days of ratification of this
2 Agreement by both Parties herein, the District will have the entire agreement
3 posted on the District website and will provide an electronic copy to the
4 Association.
- 5 1.9 **Employee Listing:** The District will provide to the Association President by
6 September 15, each year an alphabetical list of the names and work sites of all
7 Members working for the District in classifications covered under Section 1.4.
- 8 1.10 **Credentials:** All certificated personnel are personally responsible for renewing
9 their credentials and for keeping them valid. A certificated Member with an
10 expired or invalid credential will not be allowed to teach and cannot be paid
11 under California law. (See, for reference only, FAQ on Renewal of Credentials).
- 12 1.11 **After the Agreement:** After the Agreement is ratified the Parties will meet,
13 confer and negotiate as necessary regarding implementation issues.
- 14 1.12 **Personnel Files:** The employment rights of Members with regard to their
15 personnel files are set forth in the California Education Code, Section 44031.
- 16 1.13 **FAQs and Hyperlinks:** Throughout the Agreement, there may be references to
17 “Frequently Asked Questions” (“FAQs”) on topics of mutual interest that are
18 hyperlinked to this Agreement on the electronic version of the Agreement on the
19 District’s website. The Parties agree that FAQs referenced in this Agreement
20 are for informational purposes only, and are not incorporated by reference in this
21 Agreement. The Parties will meet and confer on any FAQs that are hyperlinked
22 prior to their posting. The Parties also agree that there will be hyperlinks to
23 certain California and federal legal provisions, including but not limited to

1 provisions of the California Education Code, and that these legal references are
2 included for information only and are not intended to be incorporated by
3 reference in the Agreement.

4 1.14 Members employed by the District work at the direction of the site principal, the
5 principal's designee, or other appropriate designated administrative supervisors
6 as determined by their assignment. Members are responsible to plan,
7 implement, monitor, and assess an instructional program:

- 8 a. Which is consistent with the educational philosophy of the District
9 as set forth in the goals for instruction and total student
10 development adopted by the Board of Trustees;
- 11 b. Which reflects the specific goals for a school or program as
12 adopted by the principal or administrator in consultation with school
13 staff and district personnel, including implementation of state and
14 federal requirements; and
- 15 c. Which pursues specific objectives, developed by the Member and
16 approved by the principal or administrator, based on assessment of
17 student needs in relation to the school and District goals.

18 1.15 Members shall carry out such other tasks as may be required in emergencies for
19 the operation of the schools.

**FREQUENTLY ASKED QUESTIONS ON
RENEWAL OF CREDENTIALS (ARTICLE 1.10)**

MY CREDENTIAL IS ABOUT TO EXPIRE, HOW DO I RENEW IT?

Effective January 1, 2007 online credential renewal is required by the CCTC on **Clear, Professional, or Professional Clear Credentials** and **30-Day Emergency Substitute Permits**. Please note, this process is not available for all credentials. Only Visa or MasterCard debit or credit card payments are accepted online. Visit the Commission's website at <https://teachercred.ctc.ca.gov/teachers/PersonalSearchProxy> to begin the online renewal process.

DO I STILL NEED TO PROVIDE THE COMMISSION VERIFICATION OF PROFESSIONAL GROWTH REQUIREMENTS WHEN RENEWING?

No, the only time we require professional growth documentation is if you are the holder of a Child Development Permit. Otherwise, the Commission will no longer be requesting verification of professional growth requirements (including clock hours and days of service) when renewing your teaching or services credentials. If using our online renewal service, until we modify the screens, you may self-verify by entering your own name and phone number on the verification of professional growth screen.

I FILED FOR RENEWAL OF MY CREDENTIAL ONLINE AND WOULD LIKE TO KNOW THE STATUS.

The average processing time for online renewals is 10 working days. Go to the Commission's website at <https://teachercred.ctc.ca.gov/teachers/PersonalSearchProxy> to check your application status online and calculate the approximate processing time. This information is updated weekly.

I MAILED MY APPLICATION DIRECTLY TO CCTC AND WOULD LIKE TO KNOW THE STATUS.

Applications are processed in the order in which they are received. Staff cannot search for pending applications or process applications out of order. If you are employed, please contact your employing agency concerning issues related to pay and issuance of your credential.

MY APPLICATION WAS RETURNED TO ME FOR ADDITIONAL INFORMATION. HOW LONG DOES IT TAKE FOR THE COMMISSION TO REVIEW IT AGAIN?

Processing may take 5 to 10 working days to review a returned application packet.

WHAT HAPPENS IF I CANNOT RENEW MY CREDENTIAL PRIOR TO THE EXPIRATION DATE?

If your credential expires before you are able to renew, you need to contact a Human Resources Analyst at 566-1600 ext. 1549 (pre-K/elementary) or 1555 (secondary/adult ed.). In most cases, a Temporary County Certificate can be issued to cover the period of time that is undocumented; however, some cases necessitate removing the teacher from the classroom and going into an unpaid status until the credential requirements are complete.

HOW DO I NOTIFY THE DISTRICT WHEN I HAVE RENEWED MY CREDENTIAL?

Effective September 1, 2008, the Commission will no longer print and mail credentials, certificates, and permits, including name changes to existing documents. All credentials, certificates, and permits are available through an online view and print process on the Commission's website at www.ctc.ca.gov. Once you receive a confirmation email that your credential has been renewed, please forward the email to Layle.Ott@twinriversusd.org or Jennifer.Taylor2@twinriversusd.org and we will print off a copy for your file. The Sacramento County Office of Education automatically receives the county copy from the CCTC so it is no longer necessary to register a copy of your credential with them.

HOW DO I CHANGE MY NAME ON MY DOCUMENT?

Submit the following to the Commission office at the address noted on the form:

1. One completed [Declaration of Name Change form](#) [PDF]. This application must include your former name and former signature as well as your new name and new signature. This will change the name on your complete credential file. A separate application and fee for each credential is NOT required.
2. One [processing fee](#) [PDF] of \$27.50. Personal checks, cashier's checks, and money orders are all acceptable forms of payment and should be made payable to the Commission on Teacher Credentialing or CTC.

MAY I REQUEST A NAME CHANGE WHEN RENEWING?

Yes. You may change your name online at the time that you renew your document instead of submitting the name change form. This process may also be completed when renewing by mail. To do this, submit a completed [renewal application form](#) [PDF] that shows both your former name and the name that you want to appear on your document. The current [processing fee](#) [PDF] is required; however, there is no additional charge for the name change.

The Commission will not make name changes on expired documents.

HOW CAN I CONTACT THE COMMISSION IF I HAVE QUESTIONS?

The California Commission on Teacher Credentialing website is your best source for credential information at www.ctc.ca.gov. Email is the preferred method to contact the Commission. Credential staff can be reached at credentials@ctc.ca.gov. Please include your full name, social security number and date of birth when sending emails. Please note it takes approximately 3 to 5 business days to receive a response to your email. You may also call the Information Services section at 1-888-921-2682. Walk-in and Appointment services for eligibility evaluations and information are not available.

I HAVE LOOKED ON THE COMMISSION'S WEBSITE FOR THE ANSWER TO MY QUESTION BUT I STILL DON'T KNOW WHAT TO DO. WHO CAN I CALL?

The Twin Rivers Unified School District has a staff of Human Resources Analysts and Technicians who can help you with your credential issues. Call the District Office at 916-566-1600.

Pre-K/Elementary

Réne Wells – xt. 1560 or Jaqueline.Wells@twinriversusd.org

Layle Ott – xt. 1549 or Layle.Ott@twinriversusd.org

Pang Yang – xt. 1556 or pang.yang@twinriversusd.org

Secondary/Adult Education

Arletha Swails – xt. 1559 or Arletha.Swails@twinriversusd.org

Debbie Spence – xt. 1558 or Debbie.Spence@twinriversusd.org

Jennifer Taylor – xt. 1555 or Jennifer.Taylor2@twinriversusd.org

EXHIBIT A

MEMORANDUM OF UNDERSTANDING
Between The
TWIN RIVERS UNIFIED SCHOOL DISTRICT
And The
TWIN RIVERS UNITED EDUCATORS

RE: CLASSIFICATION OF PSYCHOLOGISTS FOR THE 2008-2009 SCHOOL YEAR

The Twin Rivers Unified School District ("TRUSD" or "the District") and the Twin Rivers United Educators ("TRUE" or "Union") have engaged in negotiations and consultations regarding the issue of the classification of various positions for the 2008-2009 school year. With regard to the classification of psychologists, TRUE and TRUSD have reached agreement as set forth herein.

Employment of management, non-union psychologists

1. The District and TRUE agree, for the 2008-2009 school year, that psychologists who as of May 30, 2008 are employed by the Del Paso Heights School District, the Grant Joint Union High School District, the North Sacramento School District and the Rio Linda School District as management employees, and who are not current members of a certificated bargaining unit at the four current districts, may, after July 1, 2008, continue to be employed by the District as management, non-union employees for the duration of the 2008-2009 school year.

Employment of psychologists

2. The District and TRUE agree, for the 2008-2009 school year, that psychologists who are currently employed by the Del Paso Heights School District, the Grant Joint Union High School District, the North Sacramento School District and the Rio Linda School District, as non-management employees, and who are current members of a certificated bargaining unit at one of the four current districts, will, after July 1, 2008, be classified as a TRUE bargaining unit member for the 2008-2009 school year.

DATE: 6/5/08

TWIN RIVERS UNITED EDUCATORS

By: 

DATE: 6/16/08

TWIN RIVERS UNIFIED SCHOOL DISTRICT

By: 
Frank Porter, Superintendent

1 **ARTICLE 2 - COMPLETION OF MEET AND NEGOTIATE**

2 2.1 Except in the case of unforeseen events or emergencies, a ratification vote shall
3 take place by the Twin Rivers United Educators membership within twenty (20) working
4 days of the date of the final tentative agreement between the bargaining teams, and a
5 ratification vote by the Governing Board shall take place within twenty five (25) working
6 days of the ratification of the final tentative agreement by the TRUE membership.

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1 **ARTICLE 3 – BEGINNING TEACHER SUPPORT AND INTERN SUPPORT**

2 3.1 **Beginning Teacher Support Program Components:** There will be a Beginning
3 Teacher Support Program for all classroom teachers new to the profession, to
4 the extent the State continues to fund the BTSA Program.

5 3.1.1 Beginning Teacher Support and Assessment Program (BTSA) – This
6 component of Beginning Teacher Support shall provide assistance to
7 eligible first and second-year teachers.

8 3.2 **Beginning Teacher Support Providers**

9 3.2.1 Beginning Teacher Support Providers (“BTSA Providers”) shall be
10 selected by the District, and must have a minimum of three years of
11 successful teaching experience. Criteria for selection of BTSA Providers
12 shall be based upon a review of the applicants resume, credentials,
13 qualifications, letters of recommendation, most recent evaluation and
14 observation of the applicants teaching performance.

15 3.2.2 The caseloads of BTSA Providers will be determined by the Director of
16 Professional Development and Beginning Teacher Support. Case loads
17 shall take into consideration the amount of time required to complete the
18 assignment.

19 3.2.3 The job performance of a Beginning Teacher Support Provider is subject
20 to annual review by the District.

21 3.2.4 Beginning Teacher Support Program Providers shall not evaluate BTSA
22 participants.

23

1 3.2.5 Compensation:

2 3.2.5.1 Prior to September 1 each school year, the District will
3 establish the level of stipends for BTSA providers for that
4 school year.

5 3.2.5.1.1 The District will provide financial information to the
6 Association each year by December 1 as to the amount of
7 funding received by the District for BTSA.

8 3.2.5.2 No BTSA Provider will provide services to more than four (4)
9 beginning teachers.

10 3.2.5.3 In return for the BTSA stipend, the BTSA Provider will provide
11 support and assistance to beginning teachers as required by
12 the BTSA Program, attend required meetings and carry out
13 other necessary duties as prescribed by the BTSA Program
14 Director.

15 3.2.5.4 Stipends shall be paid twice a year in December and at the
16 end of each school year.

17 3.2.5.5 Release time will be given as needed for training,
18 observations, and meetings which are required by the
19 Beginning Teacher Support Programs. Release time for a
20 BTSA Provider will be allowed in consultation with the BTSA
21 Provider's site administrator.

1 3.3 **Intern Support:**

2 Stipends and duties for Members who provide support to interns will be
3 according to the MOUs between the District and each of the agencies who sponsor
4 interns.

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1 **Article 4- WORK DAY / WORK YEAR**

2 **4.1 General Responsibilities of Members:**

3 4.1.1 The District will designate specific days each school year for K-6 parent-
4 teacher conferences. 7-12 Members will participate in staff development on the K-6
5 parent-teacher conference days. Whenever the term “parent” is used in this Article,
6 said term includes a student’s legal guardian. Members are responsible for regular
7 communication with parents to keep them aware of the:

- 8 a. Goals and objectives of the instructional program for their
9 students;
- 10
- 11 b. Progress of the individual student in pursuit of the class
12 objectives;
- 13
- 14 c. Special needs or problems of students as observed by the
15 Member; and
- 16
- 17 d. Special accomplishments of students.
- 18

19 4.1.2 In addition to communicating the purposes and expectations of the
20 instructional program, each Member is responsible for a reasonable attempt to keep
21 parents informed regarding the progress of their student(s).

- 22 a. Each Member shall provide parents with objective evidence of
23 their student's progress at each grading period.
- 24
- 25 b. Parents of students who are doing unsatisfactory work or failing
26 to meet other expectations of the Member, are to be notified
27 when that condition becomes apparent to the Member.
28 Members should make every reasonable effort to obtain parent
29 support and involvement to assist in resolving the student's
30 problems.
- 31
- 32 c. Before assigning a student a failing grade, a Member will make
33 a reasonable effort, in a manner approved by a Principal or
34 Administrator, to alert the parents in advance to the student’s
35 academic problems that are leading to the failing grade. If

1 unusual circumstances do not allow for such advance
2 notification, the failing grade must be approved by the Principal
3 or Administrator and a reasonable effort must be made by the
4 Member to report to the parent that the student is receiving a
5 failing grade.

6 **4.2 Work day:**

7 4.2.1 The normal teaching assignment in secondary schools (7-12) shall be
8 the equivalent of five (5) teaching periods and one (1) period for preparation. In grades
9 1-6 and in full-time Kindergarten classes, on Monday, Tuesday, Thursday and Friday
10 there shall be a total of three hundred and twenty five (325) minutes per day of direct
11 student instruction for the 2009-2010, 2010-2011 and 2011- 2012 school years. On
12 Late Start Wednesday, there will be two hundred and fifty five (255) student minutes per
13 day of direct student instruction at grades 1-6 and full time Kindergarten. Exceptions to
14 the above may occur at Opportunity Schools, Alternative Schools, Charter Schools,
15 Community Day Schools and other special and pilot programs.

16 4.2.2 All K-12 classes at District schools shall have a Late Start Wednesday,
17 which will be used for activities that will lead to increased student achievement,
18 including but not limited to faculty meetings, professional learning community meetings,
19 professional development, grade level planning activities, subject area planning
20 activities, articulation activities, and collaboration activities, as assigned by the Principal
21 or site administrator, in consultation with the School Site Leadership Team. The student
22 contact day shall commence eighty-five (85) minutes later than the start bell on Monday,
23 Tuesday, Thursday and Friday.

24 4.2.3 The work day for a Member placed on salary schedule five (5) shall be
25 seven and one-half (7½) hours, including a thirty (30) minute duty-free lunch.

1 4.2.4 The work day for a Member on salary schedule two (2) shall be eight (8)
2 hours, including a thirty (30) minute duty free-lunch.

3 4.2.5 The District may implement a Flex schedule in grades 7-12. The Parties
4 agree to meet and confer on a Flex schedule prior to the implementation of a Flex
5 schedule by the District. The Flex schedule may consist of seven (7) periods or more
6 per day. Members who teach in grades 7-12 who choose to teach an extra academic
7 period in a class approved by school administration, will be entitled to an additional
8 payment of \$40.00 per period taught (\$3,600 per semester or \$7,200 per year). 7-12
9 Members will not be required to involuntarily teach more than the equivalent of five (5)
10 standard academic periods to implement a flex schedule.

11 4.2.6 A Member shall work each day as assigned by the Member's Principal or
12 administrator. Each day shall include the following:

- 13 a. A lunch break of thirty (30) duty free minutes. The Principal or
14 Supervisor shall organize the Member's schedule in such a
15 manner that each Member has a thirty (30) minute duty free
16 lunch each day; any interruption of the thirty (30) minutes by the
17 administration or designee will result in the Member being given
18 an additional duty free amount of time equivalent to the
19 interruption, as soon as possible on the same day. Members
20 shall not be required to stand noon duty during the students'
21 lunch-recess period, unless needed because a situation arises
22 as determined by the Principal or designee (i.e., emergency,
23 weather related issues).

1 b. On Mondays, Tuesdays, Thursdays and Fridays, Members who
2 work in a K-6 school, or in a K-8 school, shall report for duty
3 twenty (20) minutes prior to commencement of the instructional
4 day. On Late Start Wednesdays, Members shall report to
5 school twenty (20) minutes before the beginning of the normal
6 Monday through Friday school start time. On Mondays,
7 Tuesdays, Thursdays and Fridays, Members who work in a 7-8
8 school, or a 9-12 school, shall report for duty ten (10) minutes
9 prior to the commencement of the instructional day. On Late
10 Start Wednesdays, Members who work in a 7-8 school, or a 9-
11 12 school shall report to school ten (10) minutes before the
12 beginning of the normal Monday through Friday school start
13 time.

14 4.2.7 A part-time Member's compensation will be based on the hours of the
15 part-time Member's work day as a percentage of a regular work day.

16 4.2.8 Site administrators will reasonably and equitably require Members, as
17 part of their professional and contractual obligations, to participate in curricular and
18 instructional school duties, in the supervision, control, and advisement of students,
19 including Individualized Educational Plan meetings, Section 504 meetings and Student
20 Study Teams, and in conferring with and advising parents, including back to school
21 night and open house.

22 4.2.8.1 The District will pay Members for the following additional after-
23 school duties at the rate of \$30.00 per hour;

- 1 1. Mandatory training for which mini-units are not
2 provided, and which are conducted outside of Late Start
3 Wednesday;
- 4 2. Mandatory training for which a Member is not able to use mini-
5 units credit because the Member has more than ninety (90) units
6 and which are conducted outside of Late Start Wednesday, subject
7 to District funding limitations;
- 8 3. Mandatory staff meetings that are conducted after school, but
9 that could have been conducted on Late Start Wednesday;
- 10 4. Mandatory meetings or duties for District-wide development of
11 curriculum conducted outside of Late Start Wednesday.

12 4.2.9 Site administrators will also reasonably and equitably distribute required
13 participation in adjunct duties, in consultation with the School Leadership Team.
14 Members will not be involuntarily required to participate in more than twenty (20) hours
15 per school year of adjunct duties, except for participation in the School Leadership
16 Team, which shall be sufficient to satisfy the mandatory adjunct duty requirements.

17 4.2.10 Members may be requested to attend District sponsored programs,
18 workshops, seminars, and conferences related to their fields, or to represent their
19 disciplines and/or the District at other professional conferences. Attendance at the
20 above conferences, seminars, and workshops shall be on a voluntary basis unless
21 release time has been arranged by the District. At such events, Members are
22 responsible for representing the District and their schools in the community and for

1 helping to create and maintain a positive image of the District, school and profession
2 which are during the course and scope of their employment.

3 **4.3 Preparation Time:**

4 4.3.1 All K-6 Members will have forty-five (45) minutes of continuous
5 preparation time on Late Start Wednesdays which shall commence twenty (20)
6 minutes before the normal school start time on non- Late Start Wednesdays.

7 The primary intent of preparation time is that it will be used by the Member for
8 planning and preparation for curricular and instructional activities. Exceptions to
9 the above may occur at Opportunity Schools, Alternative Schools, Charter
10 Schools and other special and pilot programs.

11 4.3.2 Preparation periods for Members in grades 7 - 12 teaching assignments
12 shall be equal to at least one full student period and shall be proportionately
13 adjusted to modified schedules. The primary intent of preparation time is that it
14 will be used by the Member for planning and preparation for curricular and
15 instructional activities. Exceptions to the above may occur at Opportunity
16 Schools, Alternative Schools, Charter Schools and other special and pilot
17 programs.

18 4.3.3 With the approval of the Principal or his/her designee, Members may leave
19 the school premises to conduct meetings, conferences and to carry out duties
20 related to the services for which the Member is employed.

21 4.4 The Special Education and Student Services Department may provide a limited
22 amount of substitute support to Special Education staff when the school site has
23 determined a need to hold Individualized Educational Plans and Section 504 meetings

1 during the school day. A form to request these services must be completed, submitted
2 and approved by the Special Education and Student Services Department prior to the
3 Department providing the substitute support.

4 **4.5 Substituting:**

5 4.5.1 A 7-12 Member may be asked to serve as a substitute during his/her
6 preparation period, when no substitute is available. Members have the right of refusal.
7 Principals will first ask for volunteers and if no volunteer is available, will make the
8 assignment on a rotating basis. Members who serve as substitutes shall be paid the
9 substitute rate of forty dollars (\$40) per period. Only Members who have a preparation
10 period qualify for this substitute rate.

11 4.5.2 In K-6, if no substitute teacher is available, Principals will make every effort
12 not to place students in other Member's classrooms. However, in the event a substitute
13 teacher cannot be located, students may be placed in another Member's classroom.
14 The District will adopt criteria governing the placement of students when sufficient
15 substitutes cannot be obtained.

16 **4.6 Sixth (6th) Period Assignment:**

17 Members with teaching assignments in grades 7-12 may be offered employment
18 to teach during the preparation/conference period. Said employment shall be on a
19 voluntary basis. Sixth period assignments must be approved by the Board of Trustees.
20 When such employment is accepted, it shall be compensated at the rate of fifty dollars
21 (\$50) per period. The District shall forward to the Association in November and March a
22 report on the number of teachers on sixth (6th) period assignments by department and
23 school.

1 4.6.1 All sixth period teaching assignments shall be paid monthly.

2 **4.7 Student Minimum Days:**

3 4.7.1 A student minimum day consists of two hundred and forty (240) instructional
4 minutes at K-8 and two hundred and fifty five (255) instructional minutes at 9-12.

5 4.7.2 For Members at K-6 or K-8 sites, student minimum days shall be scheduled for,
6 the Friday before Spring Break, the last day of school, and the last student day before
7 winter break for grades K-12.

8 4.7.3 For Members at 7-12 sites, student minimum days shall be scheduled for the
9 Friday before Labor Day, the Friday before Spring Break, the last day of school, and the
10 last student day before winter break for grades K-12. At grades 7-12, the District may
11 provide student minimum days for administration of the California Standards Test and
12 for semester finals.

13 4.7.4 For Members at K-6 or K-8 sites, there shall be four (4) student minimum days on
14 Monday, Tuesday, Thursday and Friday during a week in the second trimester to
15 conduct Fall parent conferences.

16 **4.8 Student Shortened Days:**

17 4.8.1 For Members at K-6 or K-8 sites, there shall be four (4) student shortened
18 days on Monday, Tuesday, Thursday and Friday during the third trimester in order to
19 conduct Spring parent conferences. A student shortened day consists of a day that
20 ends sixty (60) minutes before the end of a normal student instructional day. Parent
21 conferences in the third trimester shall be conducted at a minimum for students who are
22 assessed by the Member as far below basic or below basic, or who are at risk of

1 retention, for all students who did not receive a parent conference for the first trimester,
2 and for all students whose parents request a conference.

3 **4.9 Association Business:**

4 4.9.1 The Association President, Officers and Representatives, shall be
5 released at the end of the instructional day as necessary to attend scheduled
6 Association meetings. The Association President shall give prior notice to the
7 Superintendent or his/her designee of each meeting date. The Association President,
8 Officers and Representatives shall also be released in accordance with and to the
9 extent required by the EERA.

10 4.9.2 The Association President shall be allowed to use his/her preparation
11 period for Association business as necessary, with prior notice to the principal or site
12 administrator of the President.

13 4.9.3 The Association President or his/her designee shall be allowed a total of
14 ninety (90) days of release time to conduct Association business.

15 4.9.3.1 A Member serving as Association President who is assigned in
16 grades 7-12 is entitled to be released for a maximum of three (3) periods
17 per school day, one period of which will be his/her preparation period, to
18 conduct Association business. If a Member serving as President teaches
19 a K-6 class, or is assigned in any configuration (e.g. a self-contained
20 classroom) that does not allow for release time as stated above, the
21 District and the Association agree to meet and negotiate how the release
22 time will be allocated, so that impacts on student learning are minimized.

23

1 4.9.3.2 All release time must be used in an educationally sound manner
2 that does not detract from student learning. The Association shall pay for
3 all costs incurred by the District in affording the Association President
4 and/or designee up to a total of ninety (90) days release time.

5 4.9.3.3 The Association shall give notice to the Assistant Superintendent
6 of Human Resources no later than June 15 of each year of its intention for
7 the use and allocation of release time for the forthcoming school year.

8 **4.10 Work Year:**

9 4.10.1 **Instructional Year:**

10 4.10.1.1 There shall be one hundred and eighty (180) instructional days
11 in a work year. Should any of the one hundred and eighty (180)
12 instructional days be postponed or canceled for any reason,
13 Members shall make up those days as scheduled by the District
14 at no additional cost to the District. Exceptions to the above
15 may occur at Opportunity Schools, Alternative Schools, Charter
16 Schools and other special and pilot programs.

17 4.10.1.2 Changes in the instructional year may only occur after
18 consultation with the Association and approval of the Board of
19 Trustees, except in cases where an emergency arises.

20 **4.10.2 Days in Work Year:**

21 4.10.2.1 Members who are placed on salary schedules one (1)
22 and five (5) will be required to work 182.5 days for the 2009-2010, 2010-
23 2011 and 2011-2012 school years.

1 4.10.2.2 Classroom teachers new to the District will be required to work
2 183.5 days for the 2009-2010, 2010-2011 and 2011-2012 school years.

3 4.10.2.3 Members who are placed on salary schedule two (2) will be
4 required to work 185.5 days for the 2009-2010, 2010-2011 and 2011-2012
5 school years.

6 4.10.2.4 Members who are placed on salary schedule six (6) will be
7 required to work 194.5 days for the 2009-2010, 2010-2011 and 2011-2012
8 school years.

9 4.10.2.5 For the 2009-2010 through 2011-2012 school years, as a
10 consequence of the reduction of all Members' work years by three and a
11 half (3 ½) days as compared to the 2008-2009 school year, each
12 Member's base pay shall be reduced by a proportionate percentage
13 consistent with the reduction of three and a half (3 ½) work days. The
14 base pay of Members who work less than a full school year, and part time
15 Members, shall be reduced in an equal percentage with full time Members
16 based on the work year reduction of three and a half (3½) days.

17 4.10.2.5.1 If the District's funded general fund revenue limit
18 received for the 2011-2012 school year increases by more than two
19 percent (2%) over that received in the 2009-2010 school year, the
20 reduction of the work year by three and half (3 ½) days will not occur in
21 the 2011-2012 school year.

1 **ARTICLE 5 - LAYOFFS**

2 5.1 The employment rights of Members with regard to layoffs are set forth in the
3 Education Code, and the District will adhere to the Education Code when dealing
4 with layoffs. Neither a Member nor the Association shall be allowed to grieve
5 layoffs, but shall instead avail of Education Code hearing rights.

6 5.2 In the event of layoffs, the District will make its best efforts to minimize the
7 disruptive effects of said layoffs.

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1 **ARTICLE 6- ADMINISTRATIVE APPROVED LEAVES**

2 **6.1 Sick Leave**

3 6.1.1 Days Earned: An employee who is in paid status for an entire school year
4 will earn eleven (11) days sick leave per year. An employee who is in paid status for
5 less than an entire school year will receive sick leave on a pro-rated basis.

6 6.1.2 Days accumulated: Sick leave is accumulated year-by-year and shall be
7 transferred from the District to other districts in accordance with the California Education
8 Code 44978 and 44979.

9 6.1.3 Uses of Sick Leave: Sick leave may be used as follows:

- 10 (1) Illness or injury of the employee.
- 11 (2) Dental or medical appointments of the employee.
- 12 (3) Personal Necessity Leave: A Member who is in paid status for an entire
13 school year may use up to seven (7) days of his or her accrued sick leave as
14 personal necessity leave in each school year. Members who are in paid status
15 for less than an entire school year shall be allowed to use personal necessity
16 leave on a pro-rated basis. Personal necessity leave may be taken for any of the
17 following reasons:
- 18 a) The death or illness of a child, parent, spouse, or domestic partner of
19 the Member.
- 20 b) Accident, involving the Member's person or property, or the person or
21 property of the Member's immediate family.
- 22 c) Other emergency situations that require immediate attention.

1 d) Other personal compelling reasons, which shall be subject to
2 verification by the District.

3 e) For the birth of a child, in addition to Parental Leave as provided in
4 section 6.5.

5 f) For the adoption of a child, in addition to Adoption Leave as provided in
6 section 6.5.

7 6.1.4 The District will also comply with California laws regarding Pregnancy
8 Disability Leave, and will provide paid or unpaid leave depending on the pregnant
9 Member's verified health status. (See Cal Admin Code Title 2, Section 7291.7, see
10 also, DFEH Pamphlet on Pregnancy Disability Leave.)

11 6.1.5 Verification required: For illness or injury, the signed statement of the
12 Member will suffice in most cases. However, after three (3) days of the illness or injury,
13 the District may require that a claim for sick leave be supported by a written statement
14 from the Member's medical provider. In cases other than illness or injury, the District
15 may require verification at its discretion.

16 6.1.6 Sick Leave Notification: Effective July 1, 2009 the District will notify each
17 Member on the Member's regular pay warrant of the Member's accrued sick leave
18 balance.

19 **6.2 Leaves Under The Family Medical Leave Act**

20 The District will comply with the requirements of the California Family Rights Act
21 and the Federal Family and Medical Leave Act in providing unpaid leave to eligible
22 Members under the terms of those laws. Generally, eligible Members are entitled to a
23 total of twelve (12) workweeks of unpaid leave during any 12-month period. Entitlement

1 to leave for the birth or placement of a child for adoption or foster care expires twelve
2 (12) months after the birth or placement. [See FAQ on Family Medical Leave]

3 **6.3 Industrial Accident/ Extended Illness**

4 Industrial Accident/ Extended Illness: A Member absent from his/her duties
5 because of a qualified industrial accident or sickness will be afforded industrial
6 accident/extended illness leave in accordance with California law.

7 **6.4 Bereavement Leave**

8 In the case of death in the Member's immediate family, a Member shall be
9 granted necessary leave of absence with pay for three (3) days. Additional paid
10 absence may be allowed for bereavement related travel that exceeds 350 miles each
11 way to the place of the funeral service, not to exceed two (2) additional days, if needed.
12 "Members of the immediate family" means: 1) the Member's spouse or domestic
13 partner, child, step-child, sibling, parent, mother-in-law, father-in-law, stepparent,
14 grandparent, grandchild, daughter-in-law, son-in-law, or any relative residing in the
15 immediate household of the employee; or 2) the child, step-child, sibling, stepparent,
16 grandparent, grandchild, daughter-in-law, or son-in-law of the Member's spouse or
17 registered domestic partner (in accordance with Education Code 44985). Additional
18 leave for bereavement purposes may also be available through use of personal
19 necessity leave as provided in Section 6.1.3 (3). The employee shall provide proof of
20 the need for bereavement leave upon request of the District.

21 **6.5 Parental/Adoption Leave**

22 Parental or adoption leave will be provided in accordance with the Federal
23 Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. Sections 2611, et seq.) and

1 the California Family Rights Act (CFRA; Government Code Section 12945.2). The
2 District will provide two (2) days of paid parental leave for the birth or adoption of a
3 child.

4 **6.6 Jury Duty or Witness Service**

5 A Member will not suffer any loss in compensation if he or she is summoned to
6 appear, during the regular workday, as a juror or witness in court, other than as a
7 litigant, or to respond to an official order from a governmental entity. Any payment that
8 an employee receives from such jury duty or witness services shall be remitted to the
9 District, except for mileage and parking. This section does not apply to appearances in
10 court or to respond to an official order from a governmental entity for reasons brought
11 about through the employee's misconduct, or arising from the personal business issues
12 of the employee.

13 **6.7 Military Leave**

14 6.7.1 The District will administer military leave in accordance with State and
15 Federal laws governing military leave and will accord Members all rights afforded by
16 those laws. Members will carry out all of their own duties and responsibilities required
17 to avail them of their rights under said laws.

18 6.7.2 Any employee who is in the reserve component of the armed forces of the
19 United States or of the National Guard and who is ordered back to active duty shall be
20 entitled to a temporary military leave of absence, pursuant to and in accordance with the
21 requirements of Federal and State law with regard to military leave. A copy of the
22 orders or notice will be made available to the District at least four (4) weeks prior to the
23 starting date of the request for leave, except where the orders are received less than

1 four (4) weeks prior to the starting date, in which case a copy of the orders or notice will
2 be delivered to the Associate Superintendent Human Resources within twenty-four (24)
3 hours of their receipt by the Member. The District will pay an eligible Member who is a
4 member of California National Guard or a United States Military Reserve organization
5 who is called into military duty, continuation salary and differential pay, for the time
6 period specified in California and Federal Law. [California Education Code Sections
7 44018, 44800 and Military and Veterans Code 395.01]. However, a Member will not be
8 found to be ineligible because the Member is called into active military duty for more
9 than one hundred and eighty (180) days, notwithstanding any provisions in Military and
10 Veterans Code Sections 395.01 and 395.02 to the contrary. A Member who is
11 involuntarily called back to duty must provide proof that his or her monthly military salary
12 is less than his or her District salary in order to receive the salary differential payment.

13 **6.7.3 Returning from military leave:** Upon returning from military service to
14 District service, an employee shall be entitled to all the rights and privileges accorded by
15 State and Federal law. The District will create procedures and forms to allow a Member
16 to obtain STRS credit during the period the Member is on active military duty, at the
17 Member's election.

18 **6.8 Terminal Illness Leave**

19 A permanent employee, upon the exhaustion of all sick leave and extended
20 illness leave, and who is otherwise ineligible for Catastrophic Leave, and who has
21 written verification from two medical doctors that he/she is terminally ill, shall be entitled
22 to enroll in the catastrophic leave program even if the Member had not previously
23 enrolled in the catastrophic leave program and would otherwise be ineligible for the

1 catastrophic leave program. Terminal Illness Leave shall provide the employee full
2 compensation for each month or part thereof that the employee survives for a period not
3 to exceed twelve (12) calendar months, offset by any short term or long term disability
4 payments received by the employee. The maximum sum paid the employee shall not
5 exceed his/her normal compensation.

6 **6.9 Personal Leave**

7 6.9.1 Leave for Seeking or Holding Public Office or for Government Services:

8 A one (1) year or less leave of absence without pay may be granted by the Board to
9 permanent Members for the purpose of being a candidate for political office or holding
10 political office. Extension of this leave may be granted for a one (1) year period with an
11 option to reapply for up to one (1) additional year of leave without pay for this purpose.
12 The District will comply with applicable provisions of the California Education Code.

13 6.9.2 Overseas Teaching: Upon the recommendation of the District
14 Superintendent, an unpaid leave may be granted of not more than one (1) school
15 year for overseas teaching. Extension of this leave may be granted by the Board
16 upon request, but such extension shall not exceed one (1) additional school year.
17 The number of persons on overseas assignment shall be limited each year to not
18 more than one percent (1%) of the total District certificated staff. A leave of absence
19 for overseas teaching may be granted to employees who have taught at least one
20 (1) year as a permanent employee of the District. An employee returning to the
21 District after such a leave will be granted salary step increments for the time spent in
22 an overseas teaching assignment at the District's discretion. Request for overseas

1 teaching leave must be submitted by April 1 of the school year preceding the
2 requested leave.

3 6.9.3 Peace Corps: Leaves of absence without pay of not more than two (2)
4 years to volunteer in the U.S. Peace Corps may be granted by the Board to
5 permanent employees. Extension of this leave may be granted by the Board upon
6 request, but such extension shall not exceed two (2) additional school years.

7 6.9.4 Scholarships and Fellowships: A leave may be granted by the Board to
8 any permanent certificated employee for the purpose of accepting a fellowship or
9 scholarship. An employee returning to the District after such leave may be granted a
10 maximum of one (1) salary step increment for the time spent in the fellowship or
11 scholarship program at the District's discretion. Requests for scholarship and
12 fellowship leave should be submitted by April 1 prior to the year of requested leave.
13 Extension of this leave may be granted by the Board upon request, but such
14 extension shall not exceed one (1) additional school year.

15 6.9.5 Sabbatical Leave. An unpaid leave may be granted by the Board to any
16 permanent certificated employee for the purpose of sabbatical leave. During
17 sabbatical leave, the permanent certificated employee may purchase health benefits
18 through the District. Extension of this unpaid leave may be granted by the Board
19 upon request, but such extension shall not exceed one (1) additional school year.

20 6.9.6 Other Personal Leave: An unpaid leave may be granted by the Board to
21 a probationary or permanent certificated employee for a compelling personal reason.
22 During this personal leave, the permanent certificated employee may purchase health
23 benefits through the District. Extension of this unpaid leave may be granted by the

1 Board upon request, but such extension shall not exceed one (1) additional school
2 year.

3 6.9.6.1 No financial burden will be placed upon the District for personal
4 leaves. Scheduled increments, adjustments in salary, tenure, longevity and retirement
5 credit are not allowed for such leaves, except when the leave is to work part-time for
6 the District.

7 6.9.6.2 The conditions under which an employee may return from a leave
8 for personal business shall be determined by the Board upon the recommendation of
9 the District.

10 6.9.6.3 No employee, while on leave of absence for personal reasons,
11 should accept regular employment in another school. As a condition of such leave the
12 employee agrees that acceptance of employment in another school district without
13 Board approval shall be deemed a resignation of employment from the District.

14 **6.10 Medical Appointments Leave**

15 Each Member at a K-6 or K-8 school in the District may leave school for medical
16 or dental appointments a maximum of three times in any school year for a period of no
17 more than forty-five (45) minutes at the end of student contact time each day for
18 medical or dental appointments that could not be scheduled after the end of the regular
19 school day. Each Member will make his/her own arrangements to have his/her
20 assignment covered. The site administrator must agree with the method by which the
21 assignment is covered. Members will not be required to use any portion of their sick
22 leave in these instances. Arrangements for this leave must be made as far in advance
23 as possible with the site administrator's approval.

1 **ARTICLE 7 - CLASS SIZE**

2 7.1 The District and the Association agree that Members whose class sizes and/or
3 case loads exceed the limitations set forth in Paragraphs 7.1.1 and 7.1.2.2 will be
4 entitled to overage payments as set forth in paragraph 7.5 and 7.1.2.2.

5 7.1.1 Maximum number of students assigned:

6 7.1.1.1 All Regular & College Preparatory classes

7

	Maximum Total Assigned without overage payments	Maximum Class Sizes without overage payments
K-6 General Education Classes	30	30
K-6 combination classes	28	28
Academic Classes (7-12)	170	34
Alternative Programs (7-12)	160	32
Jr. High School Opportunity Classes	15	15
Art, Arts & Crafts	160	32
Business	160	32
Home Economics	130	26
Industrial Education	130	26
Lab-type Science (9-12)	150	30
Physical Education	210	42
English Learner (E.L.)		
- Newcomer (Level 2 or below)	100	20
- Intermediate (Level 3)	135	27
Intensive Intervention (see 7.1.1.1.1)	145	29

8 7.1.1.1.1 Intensive Intervention courses (formally known as CMC)

9 are 7-12 courses consisting of two (2) block core mathematics and

10 three (3) block language arts (formerly known as Highpoint).

11

1 7.1.1.2 **Maximum Class Sizes**

2 7.1.1.2.1 A Member teaching a K-6 class will have the right to
3 refuse to accept more than 32 students in the Member’s class,
4 unless all Members at the grade level at a school site refuse to
5 accept more than 32 students, in which case the Principal will
6 consult with the grade level Members (an Association
7 representative may attend at the Association’s option) as to where
8 to place the additional students who would raise class size to over
9 32 students per class.

10 7.1.1.2.2 In grades K-6, there will be a hard cap of 34 students per
11 class.

12 7.1.1.2.3 In grades K-6 combo classes, there will be a hard cap of
13 28 students per class.

14 7.1.2 **Elementary and Secondary Special Education:**

15 The District and Association agree to meet, confer and negotiate
16 regarding special education case loads and class sizes, including
17 overages issues and SELPA requirements, for the 2009-2010 school year,
18 and regarding overages as applied to the inclusion of special needs
19 students in regular education classes, and the District confirms its
20 intention to comply with all legal requirements for special education and
21 speech therapist case loads.

1 7.1.2.1 The District and the Association agree to explore case loads for
 2 Speech Therapists, Psychologists, and Counselors for the 2010 –
 3 2011 school year.

4 7.1.2.2 Maximum Case Load for Special Education

5 7.1.2.2.1 Elementary Maximum Case Load for Special Education

Maximum Assigned Case Load Without Overage Payments	
Resource Specialist (RSP)	28
Special Day Class/ Learning Handicapped (mild/moderate); Resource Specialist Plus; and Severe Disorder Language	15
Special Day Class/ Severely Handicapped (moderate/severe)	15
Emotionally Disturbed	12
Orthopedically Impaired/ Orthopedically Handicapped	12

6
 7 7.1.2.2.2 Secondary Maximum Case Load for Special Education

Maximum Assigned Case Load Without Overage Payments	
Resource Specialist (RSP)	28
Special Day Class / Learning Handicapped (Mild/moderate)	18
Special Day Class / Severely Handicapped (moderate/severe)	15
Emotionally Disturbed	15

8
 9 7.1.2.2.3 Payment for overages on overage dates for special education
 10 case loads in both K-6 and 7-12 shall be calculated as follows: If a
 11 Member has more students than the numbers stated in 7.1.2.2.1
 12 and 7.1.2.2.2 above, the Member shall be entitled to payment of
 13 \$50 for each student above the numbers listed in 7.1.2.2.1 and
 14 7.1.2.2.2.

1 7.1.2.2.4 Overage dates and overage payment dates for K-6 and 7-
2 12 special education teachers shall be made based on the same
3 overage dates and same overage payment dates as those set forth
4 in 7.5.

5 7.1.2.2.5 Effective July 1, 2009, Special Day Class / Learning
6 Handicapped will be referred to as Special Day Class- Mild/Moderate,
7 and Special Day Class / Severely Handicapped will be referred to as
8 Special Day Class- Moderate/Severe.

9 7.2 The Parties agree, despite any other language in this Agreement to the contrary,
10 that for the 2008-2009 through 2011-2012 school years, the class size limitations
11 contained in this Article, including class size maximums, averages and all other
12 numerical values regarding class size, will not be in force, and further agree that class
13 size overage payments will not be made for grades K-6 and 7-12 during school years
14 2008-2009 through 2011-2012 (except for overage payments already paid to 7-12
15 Members) in light of the anticipated further reduction in force of certificated staff. During
16 this period, despite anticipated further reductions, the District will make all reasonable
17 efforts to balance classes and to bring class sizes as close as possible to the class
18 sizes set forth in this Article. The Parties agree that the class size limitations and
19 overage payments provided for in this Article will take full effect on July 1, 2012.

20 7.2.1 If the District's funded general fund revenue limit received for the 2011-
21 2012 school year increases by more than two percent (2%) over that received in the
22 2009-2010 school year, the waiver of class size maximums, averages and all other
23 numerical values regarding class size will not occur in the 2011-2012 school year.

1 7.3 All K-6 classes shall be balanced within twenty (20) working days from the start of
2 the school year. This date shall be defined as “the balancing date”.

3 7.4 One (1) week prior to each overage date, the District shall provide the Association
4 President with a complete list of individual class sizes.

5 7.5 Payment for Overages for K-6 & 7-12

6 7.5.1 Elementary Payments (K-6)

7 7.5.1.1 In grades K-6, payment for overages on overage dates shall be
8 calculated as follows: for the thirty first (31), thirty second (32), thirty third
9 (33), and thirty fourth (34), a payment of \$50 per student.

10 7.5.1.2 In K-6 combination classes, payment for overages shall be
11 calculated as follows: for the twenty ninth (29) and thirtieth (30) student, a
12 payment of fifty dollars (\$50) per student.

13 7.5.1.3 Payments for overages in grades K-6 will be made three (3) times
14 a year. Overages will be assessed and payments made based on the
15 amount of students appearing on a Member’s roll-sheet, verified by the
16 District’s attendance data-base, on October 15, January 15, and March
17 15. Members shall receive payment for overages as follows: for the
18 October 15 overages, by no later than December 10; for the January 15
19 overages, no later than March 10; and for the March 15 overages, no later
20 than May 10. If any of the forgoing dates fall on a weekend or a holiday,
21 the overages will be assessed based on the first work day prior to the
22 overage payment date.
23

1 7.5.2 Secondary Education Payments (7-12)

2 7.5.2.1 In grades 7-12, payment for overages on overage dates shall be
3 calculated as follows: If a Member has more students than the numbers
4 stated in 7.1.1.1 and 7.1.2.2 above, the Member shall be entitled to
5 payment of fifty dollars (\$50) for each student above the numbers listed in
6 7.1.1.1 and 7.1.2.2.2. Overages will only be paid if the Member has more
7 students than the number in the column titled "Maximum Total Assigned
8 without overage payments" in paragraph 7.1.1.1.

9 7.5.2.2 Payments for overages will be made two (2) times a year.
10 Overages will be assessed, and payments made, based on the amount of
11 students on a Member's roll-sheet verified by the District's attendance
12 data-base on October 15 and March 15. For calculating class size
13 overages, the Member will receive the higher amount between the
14 maximum class size overage, or the maximum total assigned. Members
15 shall receive payment for overages as follows: for the October 15
16 overages, by no later than December 10 and for the March 15 overages,
17 no later than May 10. If any of the forgoing dates fall on a weekend or a
18 holiday, the overages will be assessed based on the first work day prior to
19 the overage payment date.

20 7.5.2.3 Any 7-12 Member who teaches more than the standard five (5)
21 periods or split assignments (with different maximum class sizes) will not
22 receive overages based on the maximum total assigned without overages,

1 but will receive overages based on the sizes of the Member's individual
2 classes.

3 7.6 Class Size Reduction

4 The District agrees that it will comply with the State's Class Size Reduction laws
5 in classes that are constituted according to Class Size Reduction funding rules.

6 7.7 Combination Classes

7 The District agrees to consult with the Association regarding the formation of any
8 K-6 classes that exceed more than two (2) grade levels.

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1 **ARTICLE 8 – TRANSFERS**

2 8.1 **Definitions:**

3 8.1.1 A “transfer” is defined as a change in a Member’s assignment from one
4 work site to a different work site.

5 8.1.2 A “7-12 reassignment” is defined as a change in a Member’s teaching
6 assignment at the 7-12 grade levels from one department to a different
7 department at the same work site, or within the same program. A “K-6
8 reassignment” is defined as a change in a Member’s teaching assignment at the
9 K-6 grade levels from one grade to a different grade at the same site, or from one
10 subject area to a different subject area at the same site.

11 8.1.3 A “vacancy” is defined as an unfilled certificated employment position to
12 which no Member is assigned.

13 8.1.4 A “voluntary transfer” is defined as a transfer initiated by the Member
14 and approved by the District.

15 8.1.5 An “involuntary transfer” is defined as a transfer initiated by the District,
16 based on the reasons set forth in Section 8.3.2.

17 8.1.6 An “administrative transfer with good cause” is a transfer initiated by the
18 District on the grounds set forth in Article 24.

19 8.2 **Postings:**

20 8.2.1 Any Member who is being involuntarily transferred will list his/her
21 preferences from the list of the available vacant positions. Said Member will be
22 granted an interview for his/her top three (3) choices of vacant positions, so long

1 as the Member possesses the certifications and qualifications, and otherwise
2 meets the requirements of the position. However, if more than one involuntarily
3 transferred Member requests an interview for a given position, the most senior
4 Member will be granted an interview, and the other involuntarily transferred
5 applicants for that position may also be granted interviews for the vacancy at the
6 discretion of the District. Any involuntarily transferred Members who are not
7 selected for a position will be placed by the District. All involuntarily transferred
8 Members will be placed by the District in vacant positions prior to opening
9 positions to voluntary transfers and outside candidates.

10 **8.2.2 Postings Prior to April 15:**

11 The District will post on the District's website beginning April 1, or as soon as
12 reasonably practicable thereafter, notice of existing vacancies for the following
13 school year, together with a deadline for applications. Prior to April 15, postings
14 shall be open only to Members who are already employed by the District
15 (including Members on leave who have given notice of their intent to return to
16 work the following year). The District will continue to post vacant positions as it
17 becomes aware of vacancies in the period from April 1 to April 14. The District
18 and/or the site administrator will consider all internal applicants for vacancies
19 during this period, but will not be required to select internal applicants for
20 vacancies.

21 8.2.2.1 Any Member who is applying for a 7-12 vacancy will be granted
22 an interview for his/her top two (2) choices of vacant positions, so long
23 as the Member possesses the certifications and qualifications and

1 otherwise meets the requirements of the position. However, if more than
2 one Member requests an interview for a given position, the most senior
3 Member will be granted an interview, and the other applicants for that
4 position may also be granted interviews for the vacancy at the discretion
5 of the District.

6 8.2.2.2 Any Member who is applying for a K-6 vacancy will be granted
7 an interview for his/her top two (2) choices of vacant positions, to the
8 extent reasonably feasible, so long as the Member possesses the
9 certifications and qualifications and otherwise meets the requirements of
10 the positions. However, if more than one Member requests an interview
11 for a given position as his/her top choice, the District will grant interviews
12 for that position at the discretion of the District.

13 8.2.2.3 Prior to April 15, as positions become vacant at a work site due
14 to approved transfers, the newly vacant positions may first be assigned
15 by the site administrator to Members currently working at the work site.

16 8.2.3 **Vacancy Postings On and After April 15:**

17 The District will post on the District's website beginning April 15, or as soon as
18 reasonably practicable thereafter, notice of any remaining vacancies for the
19 following school year, that have not been filled prior to April 15 together with a
20 deadline for applications. Such postings may include new vacancies created by
21 the transfers of Members who successfully filled vacancies in the posting rounds
22 that commenced on or about April 1, except as filled by Members under 8.2.2.3.
23 After April 15, in accordance with state and federal law, postings shall be open to

1 Members who are already employed by the District, including Members returning
2 from leave, and to applicants who are not currently employed by the District,
3 without any priority given to any applicant. (See Section 8.8.2)

4 8.2.4 All postings will describe the qualifications, certifications, and other
5 requirements necessary for the Member to meet the needs of the posted
6 position.

7 8.2.5 The closing date for applications in response to postings shall be not
8 less than five (5) work days following the date of each posting. No assignment to
9 fill the vacant position will be made prior to the day after the closing date.

10 8.2.6 Copies of all postings, including job descriptions, certifications,
11 qualifications, and other requirements for each posted position, will be made
12 available to Members at the Human Resources Department.

13 8.2.7 No applicant will be considered or interviewed who does not possess the
14 certifications, qualifications and requirements set forth in the posting.

15 8.2.8 The applicant who, in the judgment of the site administrator or program
16 administrator, best meets the needs of the District in filling a vacant position will
17 be given the position.

18 8.2.9 When a vacancy occurs after June 15, the District may fill the vacancy
19 without going through posting procedures. If the position is filled on an interim
20 basis or by a temporary teacher, the District will post the position as a vacancy
21 beginning on the following April 1, or as soon as reasonably practicable
22 thereafter, for the following school year.

23 8.3 **Transfers:**

1 8.3.1 Voluntary Transfers

2 8.3.1.1 Except as set forth in 8.3.1.2, a Member may submit a written
3 request for a voluntary transfer at any time. It is the Member's
4 responsibility to monitor all postings.

5 8.3.1.2 A Member may not voluntarily transfer to a position for which the
6 Member does not have the required credentials, certifications, or
7 qualifications.

8 8.3.1.3 A Member may initiate a transfer by applying for a posted vacant
9 position.

10 8.3.1.4 A Member who applies for a vacancy may request a written
11 confirmation of the receipt of his/her application, which shall be provided
12 by the District as soon as practicable.

13 8.3.1.5 A Member's request for a voluntary transfer shall be kept
14 confidential, until the date all requests for transfer are reviewed.

15 8.3.1.6 Voluntary transfer requests shall be approved or disapproved
16 based on the needs of the District, but a voluntary transfer request shall
17 not be denied arbitrarily or capriciously. A Member who is on an
18 improvement plan or who has a current unsatisfactory evaluation in one
19 or more categories will only be allowed to transfer if the Member agrees
20 that the improvement plan will follow the Member to the new site.

1 8.3.1.7 Employees returning from leave shall be afforded the
2 opportunity to apply for posted vacant positions, in accordance with the
3 terms of this Article.

4 8.3.2 Involuntary Transfers:

5 An involuntary transfer may be initiated by the District for any of the following
6 reasons, including, but not limited to, a decrease in the number of students at a
7 site, department or program, the elimination or reduction of programs, the
8 opening or closing of schools, layoffs, a decrease in funding in a program,
9 department, or subject matter, or a change or increase in qualifications
10 necessary at a site or in a program (e.g., the worksite requires a certain
11 qualification, such as CLAD certificate).—Members without a CLAD may be
12 involuntarily transferred if compliance with state or federal law requires the
13 Member to have a CLAD at a site where they are assigned and they do not.

14 8.3.2.1 Any involuntary transfer will not be made in an arbitrary and
15 capricious manner.

16 8.3.2.2 If an involuntary transfer becomes necessary, the site
17 administrator or the District will first request volunteers to meet the need(s)
18 for involuntary transfer(s). Thereafter, the needs will be satisfied in the
19 following order: 1) temporary teachers will be first transferred; 2) first year
20 probationary teachers will be next; and 3) second year probationary
21 teachers will be last. Seniority dates will break any ties when applying the
22 foregoing categories to satisfy the need for an involuntary transfer. If,
23 after initiating an involuntary transfer based on the foregoing categories,

1 additional Members need to be involuntarily transferred, selection will be
2 based on the seniority of the Members.

3 8.3.2.3 Upon request, an involuntarily transferred Member will be given
4 written notice of the reason or reasons for the involuntary transfer by the
5 Associate Superintendent Human Resources or designee. The Associate
6 Superintendent Human Resources or his/her designee will notify the
7 Member of the involuntary transfer by May 1 or as soon as reasonably
8 practicable after the needs of the District have been ascertained. If the
9 employee objects, the employee may request a meeting with the
10 Associate Superintendent Human Resources. The employee may at
11 his/her option, have an Association representative present at the meeting.

12 8.3.2.4 Any employee involuntarily transferred following the start of the
13 school year may be permitted up to three (3) days of preparation time by
14 the District. The number of days granted will depend upon the difficulty of
15 preparation for the new assignment.

16 **8.4 School Closures and Openings:**

17 8.4.1 If a particular school is to be closed, then Members at that school shall
18 be treated as involuntary transfers, and shall be accorded the transfer rights
19 given to involuntary transfers to the extent reasonably practicable.

20 8.4.2 If a new school is scheduled to be opened, all vacancies at that new
21 school will first be posted in-house prior to April 15 if reasonably practicable. If
22 posted after April 15, all vacancies at a new school will be posted without
23 preference.

1 8.5 **Annual Notification of Assignment for Next School Year:**

2 A Member will be notified in writing by June 1 or as soon as reasonably
3 practicable of the Member’s specific assignment and, to the extent possible,
4 major extra duty assignments for the coming school year. Should a scheduling
5 or staffing change occur during the summer that necessitates a change in an
6 employee’s announced assignment, he/she shall be notified in writing. Any
7 issues arising with the application of section 8.5 will be within the subject matter
8 jurisdiction of the Twin Rivers Employee Relations Council.

9 8.6 **Listing of Members in Positions:** The Association shall be provided by
10 September 30 each year with a list of all Members and their positions for that
11 school year.

12 8.7 **Reassignment:**

13 8.7.1 A Member may submit a written request for reassignment to the site
14 administrator as vacancies at the site occur. The site administrator will
15 determine if a reassignment is appropriate based on the needs of the District.

16 8.7.1.1 Any qualified Member at a site who applies for a vacancy at
17 the site shall be considered for the vacancy.

18 8.7.1.2 When there is a vacancy at a site, the site administrator at that
19 site may permit Members at that site to fill the vacancy prior to posting
20 the vacant position in the District postings.

21 8.7.2 Assignments and reassignments will not be made in an arbitrary or
22 capricious manner.

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1 8.8 Legal Prohibitions on Transfers.

2 8.8.1 Notwithstanding any other provisions of this Article, a Member may
3 not voluntarily transfer to a school offering K-12 classes that is ranked in deciles 1 to 3
4 on the Academic Performance Index if the Principal/site administrator of the school
5 refuses to accept the transfer. The District will not require or instruct any Principal to
6 accept such a transfer. (See Education Code section 35036)

7 8.8.2 Nothing in this Agreement will assign, after April 15 of the school
8 year prior to the school year in which the transfer would become effective, priority to a
9 teacher who requests to be transferred to another school over other qualified internal or
10 external applicants who have applied for positions requiring certification qualifications at
11 the school. (See Education Code section 35036)

12 8.8.3 Nothing in this Transfer article will be construed in a manner that is
13 contrary to state or federal legal requirements and limitations on transfers, including but
14 not limited to the California Education Code, the California Code of Regulations, and the
15 federal No Child Left Behind Act.

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1 **ARTICLE 9 - DEPARTMENT HEAD/ ASSISTANT TO THE PRINCIPAL/ ACTIVITY**
2 **AND ATHLETIC DIRECTOR**

3 9.1 **Department Head**: The Department Head provisions contained herein are made
4 applicable to 7-8 and 9-12 school sites (Charter programs excluded) within the
5 District.

6 9.1.1 **Department Head Selection**:

7 9.1.1.1 **A Department Head must**:

- 8 (1) Be a full-time employee.
- 9 (2) Teach a minimum of three periods within the department
10 at the school site.
- 11 (3) Must be a member with at least two (2) years of teaching
12 experience in the subject matter area, unless no such
13 member applies for the position.
- 14 (4) Have a major, minor, vocational credential or meet NCLB
15 compliance in at least one of the subject areas in the
16 department.
- 17 (5) Work at the school site.

18 9.1.1.2 Criteria for selection of Department Head shall include but not
19 be limited to the following:

- 20 (1) At least satisfactory performance as a classroom teacher
21 based on past and present evaluations.
- 22 (2) Demonstrated leadership qualities.
- 23 (3) Knowledge of curriculum and assessment and analysis of

1 data to modify and enhance instruction.

2 (4) Possess organizational skills (budget; conduct meetings;
3 maintain inventory, records and reports).

4 (5) Ability to work collaboratively with District office support
5 staff.

6 9.1.1.3 A Principal shall notify Members at the school site of any
7 vacancy in a Department Head position for the upcoming school
8 year by March 15. Any certificated staff member who is
9 qualified to serve as a Department Head may submit his/her
10 name to the Principal by April 1.

11 9.1.1.4 By April 15, the Principal will select the Department Head from
12 the names that have been submitted after seeking input from
13 the department staff and after determining that the applicant to
14 be selected meets the qualifications set forth in this Article.

15 9.1.1.5 Department Head duties shall begin in the fall of the following
16 school year. The Department Head must attend District subject
17 area meetings.

18 9.1.1.6 A single term shall be for a period of two (2) years. A member
19 can reapply and serve additional terms.

20 9.1.1.7 Termination of the Department Head shall occur by:

21 (1) Decision of the Principal, or

22 (2) Resignation, or

23 (3) Transfer/reassignment of Department Head.

1 9.1.1.8 In the event of a vacancy during the school term, the Principal
2 shall appoint a member to complete the school year.

3 9.2 **Site Athletic Director and Activity Director:** The provisions contained herein
4 are made applicable to 9-12 school sites within the District.

5 9.2.1 Members shall have the opportunity to apply for Site Athletic Director or
6 Activity Director.

7 9.2.2 A Principal shall notify Members at the school site yearly of an open
8 Athletic Director or Activity Director position by March 15. Any certificated
9 staff member who is qualified to serve as Athletic Director or Activity
10 Director may submit his/her name to the Principal by April 1.

11 9.2.3 By April 15, the Principal will select the Athletic Director and Activity
12 Director.

13 9.2.4 The Athletic Director and Activity Director must:

- 14 (1) Be a full time employee, and
- 15 (2) Work at the school site.
- 16 (3) Be willing to attend meetings that are scheduled by District Director
17 of Athletics and District Director of Activities.

18 9.2.5 Termination of the Athletic Director or Activity Director shall occur by:

- 19 (1) Decision of the Principal, or
- 20 (2) Resignation, or
- 21 (3) Transfer/reassignment of Athletic Director or Activity Director.

22 9.2.6 A single term shall be for a period of one (1) year. A Member can reapply
23 and serve additional terms.

1 9.3 **Assistant to the Principal**

2 9.3.1 A staff member will be selected to be an Assistant to the Principal
3 (“Assistant”) for each comprehensive K-6, K-8 Charter and 7-8 Charter program
4 school sites.

5 9.3.1.1 Prior to the selection, a job description will be developed for the
6 position and made available to all staff members.

7 9.3.1.2. Any permanent certificated staff member interested in the position
8 will submit his/her name to the Principal.

9 9.3.1.3. The Principal will select from those names submitted. The
10 Principal will give major consideration to applicants who are pursuing or
11 possess a valid administrative credential.

12 9.3.2 Assistant to the Principal shall only exist at schools that do not have Vice
13 Principals.

14 9.3.3 Responsibilities

15 9.3.3.1. Duties of the Assistant to the Principal will be selected from the
16 following responsibilities:

17 a. Act as Principal designee.

18 b. Assist with attendance problems.

19 c. Act as backup to the Principal and assist with School Site Council
20 activities.

21 d. Assist with attendance accounting.

22 e. Provide in-service and coordination of teachers’ meetings.

23 f. Develop behavior management programs.

- 1 g. Organize and manage school incentive programs.
- 2 h. Assist with newsletters to parents.
- 3 i. Inventory and order supplies and textbooks.
- 4 j. Organize and manage special projects at the school.
- 5 k. Assist with preschool activities.
- 6 l. Manage and organize testing and survey materials.
- 7 m. Develop schedules and time lines.
- 8 n. Perform other responsibilities reasonably related to the position.

9 9.3.3.2 Prior to an applicant's accepting the position, the Principal will
10 meet with him/her to delineate the particular duties and time required of
11 the position at the individual school site. Any subsequent changes in
12 duties and hours will be mutually agreed upon by the Principal and the
13 Assistant to the Principal. A copy of the duties will be given to the
14 Assistant.

15 9.3.3.3 The Assistant may be expected to work up to sixty (60) hours in a
16 school
17 year beyond the teacher workday.

18 9.3.3.4 Should the Principal be absent from the school site a half day or
19 more, the Assistant may be released from classroom responsibilities and a
20 substitute provided.

21 9.3.4 Stipend

22 9.3.4.1 A stipend of \$1800 will be paid to the Assistant in quarterly payments.

1 9.3.4.2 A school may have two Assistants to the Principal and one stipend shall
2 be split between them.

3 9.3.5 Evaluation and Training

4 9.3.5.1 The Assistant’s evaluation as a teacher will not be based upon
5 performance in the position of Assistant to the Principal.

6 9.3.5.2 The District will, in a timely manner, develop a training program for
7 assistants. The time required for such training may be release time.

8 9.4 **Heads of Departments & Assistants to the Principal:**

Junior & Senior High Schools:	Per Year
5 to14 periods	\$1,000
15 to 39 periods	\$2,000
40 to 54 periods	\$2,500
55+ periods	\$3,000
Comprehensive K-6, K-8 Charter and 7-8 Charter program:	
Assistant to the Principal	\$1,800
Special Education (the following include both Department Head & Special Ed Stipends):	
5 to14 periods	\$4,000
15 to 25 periods	\$5,000
26 to 39 periods	\$5,500
40 to 54 periods	\$6,000
55+ periods	\$6,500

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9.4 Junior & Senior High School Activity Stipends

Categories	Amount/year
Category 1	
High School Athletic Director	\$4,999
High School Activity Director	\$3,999
Category 2	
HS AVID Coordinator	\$1,538
Debate Coach	\$1,538
Drama Coach	\$1,538
JHS Activity Director	\$1,538
JHS Athletic Coach	\$1,538
JROTC Officer	\$1,538
JROTC Color Guard	\$1,538
JROTC Drill Teach Unit	\$1,538
Pep Band (min. 6 events)	\$1,538
Marching Band (min. 6 events)	\$1,538
High School Newspaper	\$1,538
High School Yearbook	\$1,538
Category 3	
Academic Decathlon	\$1,015
JHS AVID Coordinator	\$1,015
Choir Director	\$1,015
Concert Band	\$1,015
Dance Team	\$1,015
District Music Festival	\$1,015
GATE Specialist	\$1,015
Renaissance Coordinator	\$1,015
Site Web Master	\$1,015
Visual Arts (VAPA) 3 shows/year	\$1,015
JHS Yearbook	\$1,015
Category 4	
Class Advisor	\$677

9.6 High School Head Coaching Stipends

Categories	Sport	Amount per year Varsity	Amount per year JV	Amount per year Frosh
Category 1				
	Football	\$ 3,999	\$ 3,384	\$ 2,707
boys & girls	Basketball	\$ 3,999	\$ 3,384	\$ 2,707
	Cheerleading	\$ 3,999	\$ 3,384	\$ 2,707
Category 2				
	Wrestling	\$ 3,384	\$ 2,707	-
boys & girls	Track & Field	\$ 3,384	\$ 2,707	-
	Baseball	\$ 3,384	\$ 2,707	-
	Softball	\$ 3,384	\$ 2,707	-
	Volleyball	\$ 3,384	\$ 2,707	\$ 2,369
boys & girls	Soccer	\$ 3,384	\$ 2,707	-
Category 3				
boys & girls	Swimming	\$ 2,845	-	-
boys & girls	Golf	\$ 2,845	-	-
boys & girls	Tennis	\$ 2,845	-	-
boys & girls	Lacrosse	\$ 2,845	-	-
boys & girls	Cross Country	\$ 2,845	-	-
boys & girls	Water Polo	\$ 2,845	-	-

9.7 High School Assistant Coaching Stipends

Categories	Sport	Amount per year Varsity	Amount per year JV	Amount per year Frosh
Category 1				
	Football Asst. 1*	\$ 2,369	\$ 2,030	\$ 1,692
	Football Asst. 2*	\$ 2,030	\$ 1,692	\$ 1,015
boys & girls	Basketball	\$ 2,369	\$ 2,030	-
	Cheerleading	\$ 2,369		
Category 2				
	Wrestling	\$ 2,030	\$ 1,692	-
boys & girls	Track & Field	\$ 2,030	-	-
	Baseball	\$ 2,030	\$ 1,692	-
	Softball	\$ 2,030	\$ 1,692	-
	Volleyball	\$ 2,030	\$ 1,692	-
boys & girls	Soccer	\$ 2,030	-	-
Category 3				
boys & girls	Swimming	\$ 1,692	-	-
boys & girls	Golf	\$ 1,692	-	-
boys & girls	Tennis	\$ 1,692	-	-
boys & girls	Cross Country	\$ 1,692	-	-
boys & girls	Water Polo	\$ 1,692	-	-

Boys Flex Stipends (1 of each)	
Varsity Assistant	\$2,369
Varsity Assistant	\$1,692
Varsity Assistant	\$1,354
Varsity Assistant	\$1,015

Girls Flex Stipends (1 of each)	
Varsity Assistant	\$2,369
Varsity Assistant	\$1,692
Varsity Assistant	\$1,354
Varsity Assistant	\$1,015

*There will be two stipends for each Football Assistant 1 Varsity and Football Assistant 2 Varsity

1 **ARTICLE 10 - EVALUATION**

2 10.1 **Philosophy:**

3 10.1.1 The primary purpose of evaluation is to improve instruction and/or
4 performance of members and thereby improve the quality of education
5 for children, youth, and adults, as well as compliance with the Education
6 Code.

7 10.1.2 The evaluation will recognize and document satisfactory performances
8 as well as unsatisfactory performances.

9 10.2 **Definitions:**

10 10.2.1 Evaluator: Principal, vice principal or administrative designee of the
11 Superintendent (a member of the management team who possesses an
12 administrative credential).

13 10.2.2 Member: Certificated non-management member represented by the
14 Association.

15 10.2.3 Observation: A supervisory activity for the purpose of improvement of
16 instruction and/or performance.

17 10.2.4 Evaluation: An assessment of Member competence as defined and
18 prescribed by criteria within this program.

19 10.2.5 Supervision: The process of observing the Member and using
20 information from such observation to assist in the improvement of
21 performance.

22 10.2.6 Announced Observation: A scheduled observation of at least thirty (30)
23 minutes duration.

1 10.2.7 Classroom Visitation: An unannounced observation.

2 10.2.8 Pre-Conference: A meeting of the Member and evaluator for the purpose
3 of scheduling an announced observation and discussing lesson
4 objectives, activities, the tool used for observation, and any other
5 pertinent information.

6 10.2.9 Post-Conference: A meeting of the Member and the evaluator for the
7 purpose of discussing the observation, and providing feedback.

8 10.2.10 Unsatisfactory Evaluation: An evaluation in which a Member receives
9 an unsatisfactory in two (2) of the six (6) California Standards for the
10 Teaching Profession (“CSTP”) as identified in Section 10.6.

11 10.3 **Steps in the Supervision and Evaluation Program**:

12 10.3.1 Classroom Observations:

13 10.3.1.1 Members with permanent status who are being evaluated will
14 have at least one announced classroom observation.

15 10.3.1.2 Announced Observations: For announced observations of
16 Members to be evaluated based on the current year evaluation
17 cycle, the evaluating administrator and the Member shall have a
18 pre-conference to confer in an attempt to agree on a date and
19 time for the announced observation. If no agreement can be
20 reached, the evaluating administrator will identify the date and
21 time for the announced observation. For subsequent
22 announced observations, the evaluating administrator will
23 identify the date and time for the announced observation. The

1 announced observation will be conducted using the method of
2 recording the observation determined by the Evaluator, in
3 consultation with the Member. In case the Evaluator and the
4 Member agree to videotape the observation, the Association will
5 have the right to approve the use of videotaping. The final
6 evaluation will be recorded on the designated form (attached to
7 Article 10).

8 10.3.1.3 The District may perform classroom visitations that are
9 unscheduled and conducted without notice.

10 10.3.1.4 Any notes taken during a classroom visit or observation may be
11 used for instructional improvement and/or evaluation purposes,
12 and a copy of the notes must be offered to the Member within
13 ten (10) days of the classroom visitation or observation if they
14 are to be used thereafter.

15 10.3.1.5 A post-observation conference shall be held within ten (10)
16 work days of the announced observation.

17 10.3.1.6 A written plan of improvement shall be included when the
18 evaluating administrator indicates performance is less than
19 satisfactory. The evaluator must provide assistance and
20 additional resources to implement the improvement
21 recommendations.

22 10.3.1.7 Copies of the evaluation shall be distributed to the Member at
23 the conclusion of the post observation conference.

1 10.3.2 Evaluation:

2 10.3.2.1 Information from all observations of Members shall be a part of
3 the basis for the evaluation.

4 10.3.2.2 An evaluation conference shall be held after the announced
5 observation between the administrator and the Member to
6 discuss the evaluation, unless the Member is on leave of
7 absence or otherwise unavailable. The Member shall have ten
8 (10) working days to attach a written rebuttal of an evaluation in
9 question before it is placed in the Member's personnel file.

10 10.3.2.3 Only documented evidence collected within the last five (5)
11 years that has previously been provided to the Member may be
12 used for evaluations.

13 10.3.2.4 Any Member who is being evaluated shall be entitled to a
14 second announced observation upon request.

15 10.4 Timelines:

16 10.4.1 Probationary and temporary Members shall be evaluated once each
17 year and the goal of the District shall be to complete the evaluations by
18 March 15.

19 10.4.2 A permanent Member with a satisfactory evaluation shall be evaluated
20 as follows:

21 10.4.2.1 Permanent Members with less than ten (10) years in the
22 District shall be evaluated not less than once every other year.

1 10.4.2.2 Each Member with permanent status who has completed at
2 least ten (10) years of service in the District (including service
3 in the District's predecessor districts), and who is "highly
4 qualified" under 20 U.S.C. Section 7801, and whose previous
5 evaluation rated the Member as meeting or exceeding
6 standards in all evaluation categories, shall be evaluated at
7 least once every five (5) years, if the Member and the
8 Member's evaluator agree. The Member or the evaluator may
9 withdraw consent to the five year evaluation cycle at any time,
10 in which case the Member's evaluation cycle shall be at least
11 once every other year.

12 10.4.2.2.1 Paragraph 10.4.2.2 was permitted by and
13 created pursuant to California Education Code section
14 44664. If that provision is altered or removed from the
15 Education Code, Paragraph 10.4.2.2 will be removed
16 from this Agreement.

17 10.4.2.2.2 Notwithstanding the Parties' agreement to
18 the five year evaluation cycle set forth in 10.4.2.2, all
19 Members shall receive a new evaluation by no later than
20 April 15, 2011.

21 10.4.3 A permanent Member who receives an unsatisfactory evaluation shall be
22 evaluated at least once every year on all six (6) standards identified
23 below in section 10.6.

1 10.4.4 Evaluations for permanent Members shall be completed at least thirty
2 (30) work days prior to the last scheduled day of school.

3 10.4.5 Permanent Members who are to be evaluated shall be given notice by
4 November 1 of the school year or within six (6) weeks of a new
5 assignment that occurs within the school year. However, if a Member's
6 performance is in need of improvement after November 1 of the school
7 year, the evaluator shall notify the Member and begin the evaluation
8 process.

9 10.5 **Grievance:**

10 10.5.1 Grievances of this article shall be limited to only the evaluation
11 procedures and not the content of the evaluation or observation.

12 10.6 **Criteria for the Observation and Evaluation of Members:**

13 Members may be evaluated based on the following six (6) standards which are
14 taken from the California Standards for the Teaching Profession (CSTP).

15 10.6.1 CSTP Standard 1 -Engaging and Supporting All Students Learning.

16 10.6.1.1 Connecting student's prior knowledge, life experience, and
17 interest with learning goals.

18 10.6.1.2 Using a variety of instructional strategies and resources to
19 respond to students' diverse needs.

20 10.6.1.3 Facilitating learning experiences that promote autonomy,
21 interactions, and choice.

- 1 10.6.1.4 Engaging students in problem solving, critical thinking, and
2 other activities that make subject matter meaningful.
- 3 10.6.1.5 Promoting self-directed, reflective learning for all students.
- 4 10.6.2 CSTP Standard 2 - Creating and Maintaining Effective Environments for
5 Student Learning.
- 6 10.6.2.1 Creating a physical environment that engages all students.
- 7 10.6.2.2 Establishing a climate that promotes fairness and respect.
- 8 10.6.2.3 Promoting social development and group responsibility.
- 9 10.6.2.4 Establishing and maintaining standards for student behavior.
- 10 10.6.2.5 Planning and implementing classroom procedures and
11 routines that support student learning.
- 12 10.6.2.6 Using instructional time effectively.
- 13 10.6.3 CSTP Standard 3 - Understanding and Organizing Subject Matter for
14 Student Learning.
- 15 10.6.3.1 Demonstrating knowledge of subject matter content and
16 student development.
- 17 10.6.3.2 Organizing curriculum to support student understanding of
18 subject matter.
- 19 10.6.3.3 Interrelating ideas and information within and across subject
20 matter areas.
- 21 10.6.3.4 Developing student understanding through instructional
22 strategies that are appropriate to the subject matter.
- 23 10.6.3.5 Using materials, resources and technologies to make subject

- 1 matter accessible to students.
- 2 10.6.4 CSTP Standard 4 - Planning Instruction and Designing Learning
- 3 Experiences for All Students.
- 4 10.6.4.1 Drawing on and valuing students' backgrounds, interests, and
- 5 developmental learning needs.
- 6 10.6.4.2 Establishing and articulating goals for student learning.
- 7 10.6.4.3 Developing and sequencing instructional activities and
- 8 materials for student learning.
- 9 10.6.4.4 Designing short-term and long-term plans to foster student
- 10 learning.
- 11 10.6.4.5 Modifying instructional plans to adjust for students needs.
- 12 10.6.5 CSTP Standard 5 - Assessing Student Learning.
- 13 10.6.5.1 Establishing and communicating learning goals for all
- 14 students.
- 15 10.6.5.2 Collecting and using multiple sources of information to assess
- 16 student learning.
- 17 10.6.5.3 Involving and guiding all students in assessing their own
- 18 learning.
- 19 10.6.5.4 Using the results of assessments to guide instruction.
- 20 10.6.5.5 Communicating with students, families, and other audiences
- 21 about student progress.
- 22 10.6.6 CSTP Standard 6 - Developing As a Professional Educator.
- 23 10.6.6.1 Reflecting on teaching practice and planning professional

1 development.

2 10.6.6.2 Establishing professional goals and pursuing opportunities to
3 grow professionally.

4 10.6.6.3 Working with communities to improve professional practice.

5 10.6.6.4 Working with families to improve professional practice.

6 10.6.6.5 Working with colleagues to improve professional practice.

7 10.6.6.6 Balancing professional responsibilities and maintaining
8 motivation.

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Evaluation Report Classroom Teachers

Name _____

School Year: _____

Site: _____

Status: Permanent ___

Probationary ___

Grade Level/Subject: _____

Temporary ___

Evaluation Rating:

Overall Evaluation:

EXTRAORDINARY: FAR EXCEEDS DISTRICT EXPECTATIONS

Extraordinary: _____

SATISFACTORY: MEETS DISTRICT EXPECTATIONS

Satisfactory: _____

UNSATISFACTORY: DOES NOT MEET DISTRICT EXPECTATIONS

Unsatisfactory: _____

Extraordinary	Satisfactory	Unsatisfactory	CRITERIA A DEMONSTRATES EFFECTIVE INSTRUCTIONAL TECHNIQUES AND STRATEGIES (Education Code Section 44662)
			Standard: Engages and Supports All Students in Learning (CSTP #1)
Connects students' prior knowledge, life experiences, and interests with learning goals. (1.1)			
Uses a variety of instructional strategies and resources to respond to students' diverse needs. (1.2)			
Facilitates learning experiences that promote autonomy, interaction, and choice. (1.3)			
Engages students in problem solving, critical thinking, and other activities that make subject matter meaningful. (1.4)			
Promotes self-directed, reflective learning for all students. (1.5)			
<u>Comments: (Optional)</u>			

Extraordinary	Satisfactory	Unsatisfactory	<p style="text-align: center;">CRITERIA B ESTABLISHES AND MAINTAINS SUITABLE LEARNING ENVIRONMENT (Education Code Section 44662)</p>
			<p>Standard: Creates & Maintains Effective Environments for Student Learning (CSTP #2)</p>
			Creates a physical environment that engages all students. (2.1)
			Establishes a climate that promotes fairness and respect. (2.2)
			Promotes social development and group responsibility. (2.3)
			Establishes and maintains standards for student behavior. (2.4)
			Plans and implements classroom procedures and routines that support student learning. (2.5)
			Uses instructional time effectively. (2.6)
			<p><u>Comments: (Optional)</u></p>

Extraordinary	Satisfactory	Unsatisfactory	<p style="text-align: center;">CRITERIA C ADHERENCE TO DISTRICT CURRICULAR OBJECTIVES (Education Code Section 44662)</p>
			<p>Standard: Understands and Organizes Subject Matter for Student Learning (CSTP #3)</p>
			Demonstrates knowledge of subject matter content and student development. (3.1)
			Organizes curriculum to support student understanding of subject matter. (3.2)
			Interrelates ideas and information within and across subject matter areas. (3.3)
			Develops student understanding through instructional strategies that are appropriate to the subject matter. (3.4)
			Uses materials, resources, and technologies to make subject matter accessible to students. (3.5)
			<p><u>Comments: (Optional)</u></p>

Extraordinary	Satisfactory	Unsatisfactory	CRITERIA D DEMONSTRATES EFFECTIVE INSTRUCTIONAL TECHNIQUES AND STRATEGIES (Education Code Section 44662)
			Standard: Plans Instruction & Designs Learning Experiences for All Students (CSTP #4)
Draws on and values students' backgrounds, interest and developmental learning needs. (4.1)			
Establishes and articulates goals for student learning. (4.2)			
Develops and sequences instructional activities and materials for student learning. (4.3)			
Designs short-term and long-term plans to foster student learning. (4.4)			
Modifies instructional plans to adjust for student needs. (4.5)			
<u>Comments: (Optional)</u>			

Extraordinary	Satisfactory	Unsatisfactory	<p style="text-align: center;">CRITERIA E PROMOTES STUDENTS' PROGRESS TOWARD DISTRICT STANDARDS OF EXPECTED STUDENT ACHIEVEMENT (Education Code Section 44662)</p>
			Standard: Assesses Student Learning (CSTP #5)
Establishes and communicates learning goals for all students. (5.1)			
Collects and uses multiple sources of information to assess student learning. (5.2)			
Involves and guides students in assessing their own learning. (5.3)			
Uses results of assessments to guide instruction. (5.4)			
Communicates with students, families, and other audiences about student progress. (5.5)			
<p><u>Comments: (Optional)</u></p>			

Extraordinary	Satisfactory	Unsatisfactory	<p style="text-align: center;">CRITERIA F FULFILLS INSTRUCTIONAL DUTIES AND PROFESSIONAL RESPONSIBILITIES (Education Code Section 44662)</p>
			<p>Standard: Developing as a Professional Educator (CSTP #6)</p>
			Reflects on teaching practice and plans professional development. (6.1)
			Establishes professional goals and pursues opportunities to grow professionally. (6.2)
			Works with community to improve professional practices. (6.3)
			Interacts/works with families to develop home-school partnerships to improve practices. (6.4)
			Works/collaborates with colleagues to improve professional practice. (6.5)
			Balances professional responsibilities and maintains motivation. (6.6)
			<p><u>Comments: (Optional)</u></p>

Evaluation Report

SUMMARY EVALUATION

Commendations and recommendations should be specific to the areas of evaluation.
Recommendations must be included if evaluation indicates areas which are unsatisfactory.

SUMMARY:

COMMENDATIONS:

RECOMMENDATIONS:

Type or Print Evaluator's Name

Evaluator's Signature

Date

This report has been discussed with me in conference with the evaluator. An opportunity has been extended to me to attach comments regarding this evaluation.

*Teacher's Signature _____

Date: _____

**A signature on this evaluation does not necessarily signify agreement with the evaluation. This document shall be entered in your personnel file no sooner than fifteen (15) days.*

1 **ARTICLE 11- DISCIPLINE PROCEDURE**

2 11.1 This Article is entered into pursuant to Section 3543.2(b) of the California
3 Government Code.

4 11.2 The District retains the sole right to discipline certificated employees for
5 just cause, provided that in the exercise of this right the District will not act wrongfully or
6 unjustly or in violation of the terms of this Agreement. It is agreed by the Parties that this
7 Article is specifically written to allow for unpaid suspensions of up to fifteen (15) Member
8 work days. The term "discipline" specifically does not include negative or adverse
9 evaluations, directives and the implementation of other Articles in this Agreement such
10 as the denial of any leave.

11 11.3 The grievance procedures set forth in Article 16 of this Agreement are not
12 applicable to any imposition of discipline on a Member.

13 11.4 In imposing discipline on a Member, the District will not take into account
14 any prior discipline that occurred more than three years prior to the current discipline
15 being imposed.

16 11.5 A Member shall not have a written reprimand placed in the Member's
17 personnel file without ten (10) working days prior written notice, an opportunity to review
18 the proposed written reprimand, and an opportunity for a conference with the Member's
19 immediate supervisor upon request of the Member or the Association, and any other
20 rights afforded by Education Code Section 44031. The Member shall
21 have the right to have the Member's written response attached to the written reprimand
22 and placed in the personnel file. Written reprimands cannot be grieved under Article
23 11.5 of this Agreement; the rights set forth above are the exclusive methods for a

1 Member to respond to a written reprimand.

2 11.6 Except in cases of grave or serious misconduct, a verbal warning and a
3 written reprimand shall precede a suspension without pay. In cases of grave or serious
4 misconduct, an unpaid suspension may be imposed without a prior verbal warning or
5 written reprimand. The procedures set forth in the Article for the appeal of a suspension
6 without pay shall be the sole procedures for a Member or the Association to appeal any
7 suspension without pay; the grievance procedures set forth in Article 16 are not
8 applicable to any suspension without pay.

9 11.6.1 For the purposes of this Article, “serious misconduct” is
10 defined as conduct which is so serious that progressive discipline would
11 be inappropriate under the circumstances.

12 11.6.2 For the purposes of this Article, “grave misconduct” is defined
13 as misconduct by a Member that relates to or affects the safety of a
14 student, staff member, or other person, or which exposes the District to
15 potential litigation.

16 11.7 A Member shall not be suspended without pay without prior written notice
17 and an opportunity for a conference upon request of the Member or the Association.
18 Prior to imposing any unpaid suspension, the Associate Superintendent Human
19 Resources (ASHR) or his/her designee shall give written notice to the Member. This
20 written notice of proposed disciplinary action shall be served by personal delivery or
21 certified mail on the Member. The District shall make a reasonable effort to personally
22 serve a Member with a notice of unpaid suspension, and will also provide a copy of the
23 notice to the Association. Service by certified mail shall be deemed complete three

1 days after the date of mailing. The contents of the written notice shall include at least
2 the following:

3 a. A statement in ordinary and concise language of the specific act(s)
4 and omission(s) upon which the proposed suspension without pay is
5 based, the causes and/or reasons for the proposed suspension, the
6 proposed length of the suspension, and its effective date(s).

7 b. A copy of any applicable statutory authority, Board policies,
8 regulation(s), or other criteria which are claimed to be violated.

9 c. A statement that the employee has the right to respond to the matters
10 raised in the written notice, both orally and in writing, including the
11 submission of affidavits or declarations, within ten (10) calendar days
12 following the date the written notice is served.

13 d. A statement that the employee, upon written request, is entitled to
14 appear personally before the ASHR or his/her designee to respond to
15 the suspension notice, prior to the end of the ten (10) calendar days
16 following the date the written notice was served.

17 e. A statement that the employee, upon written request, is entitled to a
18 hearing before a hearing officer if the Member requests such a
19 hearing in writing within ten (10) calendar days after the date the
20 written notice is served. If the notice of unpaid suspension is for
21 grave misconduct, the notice will advise the Member that the
22 suspension shall commence ten (10) calendar days following the
23 date the written notice is served. The unpaid suspension for grave

1 misconduct will commence thirteen (13) days after service of the
2 notice if service is only by mail.

3 f. If the notice of unpaid suspension is served on the Member only by
4 mail, the ten (10) calendar day periods referred to above will be
5 extended to thirteen (13) calendar days.

6 11.8 In cases of grave misconduct, a suspension without pay and loss of
7 compensation shall commence ten (10) calendar days after the date of the service of
8 the notice, unless the District in its discretion orders the unpaid suspension to
9 commence at a date later than ten (10) days after service of the notice if notice was
10 served personally or thirteen (13) days after service of the notice if service is only by
11 mail. If the Member requests a hearing to appeal the unpaid suspension for grave
12 misconduct, and the appeal is successful, the Member will receive backpay.

13 11.9 The Parties agree that any hearing requested by the Member or
14 Association on an unpaid suspension will be heard within thirty (30) calendar days of
15 the date of service of the notice of unpaid suspension, unless both Parties agree to
16 extend the period.

17 11.9.1 In the case of unpaid suspensions for grave misconduct, the
18 unpaid suspension will commence prior to the hearing, as set forth in
19 Paragraph 11.8 above.

20 11.9.2 In the case of notice of unpaid suspensions for serious
21 misconduct or unpaid suspensions which the District seeks to impose after
22 a verbal warning and written reprimand, the unpaid suspension will not
23 commence until the hearing is complete and the hearing officer renders a

1 decision; unless the Member or the Association causes a delay in the
2 hearing. If the Member or Association causes a delay so that the hearing
3 cannot be completed within thirty (30) days, the unpaid suspension will
4 commence thirty-one (31) days after the date on which the notice is
5 served.

6 11.10 The Member shall receive a hearing on a proposed unpaid suspension
7 only if a written demand for such a hearing is delivered in person (not by mail) to the
8 ASHR (or designee) within ten (10) calendar days of the service of the notice of the
9 unpaid suspension if the notice is personally served on the Member, or thirteen (13)
10 calendar days if served on the Member only by mail. The written demand for a hearing
11 may be delivered by a representative of the Association. In the absence of a timely
12 demand by the Member or the Association for a hearing, the notice of unpaid
13 suspension shall become final immediately upon expiration of the time for filing a
14 request for such hearing.

15 11.11 At the hearing on the unpaid suspension, the Member shall have the right
16 to appear in person on his/her own behalf, or at the Member's option, to appear and be
17 represented by the Association. The Member and the District shall have the right to
18 present evidence at the hearing regarding the unpaid suspension. Hearings will be
19 recorded at the request of either party. The cost of the hearing officer and of recording
20 the hearing shall be borne equally by the parties.

21 11.11.1 The rules for conducting the hearing will be agreed
22 to by the Parties in advance of any such hearing; neither Party will
23 unreasonably refuse to agree to reasonable rules for the hearing.

1 The Parties agree that the preparations for the hearing and the
2 hearing itself will be conducted based on reasonable rules that allow
3 the Parties to conduct reasonable, limited discovery but that also
4 expedite the hearing so that it can be conducted within thirty (30)
5 calendar days of the date of notice.

6 11.11.2 The District and the Association agree that they will
7 meet and negotiate the rules for hearings on unpaid suspensions
8 commencing no later than October, 2009 but that prior to that time
9 reasonable rules for a hearing (in addition to those already set forth
10 in this Article) will be agreed on by the Parties on a case by case
11 basis, no later than ten (10) calendar days after the date of the
12 notice.

13 11.11.3 The Parties will agree in advance on an odd-
14 numbered list of hearing officers from which the Parties will mutually
15 select a hearing officer, either by agreement or by an alternate strikes
16 method. The list may be revised by the Parties on an annual basis.

17 11.11.4 Based on the Notice of Unpaid Suspension and the
18 evidence presented at the hearing, the hearing officer shall make a
19 written decision on the unpaid suspension, and will provide a copy of
20 the decision to the District, the Member, and the Association. The
21 hearing officer may uphold, reverse, or modify the days of
22 suspension proposed on the Notice of Unpaid Suspension. The
23 hearing officer's decision will be rendered in writing within five (5)

1 days of the hearing, and will be binding on the Member, the
2 Association, and the District. If the hearing officer upholds all or part
3 of the unpaid suspension, the unpaid suspension will commence
4 immediately.

5 11.12 Except as disciplinary actions may be introduced as evidence in support
6 of an action to dismiss a certificated employee, this Article is not intended to modify
7 Education Code provisions regarding the dismissal of certificated employees.

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1 **ARTICLE 12- CHARTER/ALTERNATIVE SCHOOLS**

2 12.1 The Parties agree to meet, confer, and negotiate, commencing no later than
3 September 15, 2009, on necessary provisions for this Agreement related to Charter
4 Schools, Opportunity Schools, and other alternative schools.

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1 **ARTICLE 13 - MEMBER SAFETY**

2 The District is committed to maximizing Member safety and believes safety is every
3 Member's responsibility.

4 13.1 A Member shall not be required to work under unsafe or hazardous conditions or
5 to perform tasks which endanger his/her health, safety, or well-being.

6 13.1.1 A Member shall be responsible to report, in writing (except in
7 emergencies), to his/her immediate supervisor, any unsafe, hazardous,
8 unhealthy, or potentially dangerous working conditions. In the case of
9 an emergency, the Member shall still report in writing the unsafe
10 conditions as soon as possible. The District shall take reasonable
11 steps to investigate and, where necessary, correct the hazard or
12 unsafe condition.

13 13.2 The District has confidence in the professional ethics and competence of its
14 certificated Members. The District is committed to investigating complaints or
15 charges, and to protect the legitimate interests of all parties involved.

16 13.2.1. A Member may use reasonable force as is necessary to protect
17 himself/herself from attack, to protect another person or property, to
18 quell a disturbance threatening physical injury to others, or to obtain
19 possession of weapons or other dangerous objects upon the person or
20 within control of a pupil.

21 13.2.2 Members shall not be required to intercede in altercations at school
22 related public events under circumstances that would be likely to cause
23 serious risk of bodily harm. However, Members are required to

1 immediately notify administration and seek immediate assistance in
2 such circumstances.

3 13.2.3 The local school administrator/immediate supervisor shall report to the
4 proper police authority, incidents of physical assault on Members by
5 students or non-students.

6 13.3 The District shall inform Members about students with any known history of
7 violence or other reportable history to the extent required in Education Code
8 Section 49079.

9 13.3.1 All site administrators shall notify a Member, as soon as possible, in
10 writing (including by e-mail), that the site administrator has information regarding
11 any student with a known history of violence who will be enrolled in the Member's
12 class. If the reportable history is not known at the time of enrollment, the site
13 administrator shall advise the Member when it is learned. Members shall handle
14 each situation in accordance with Education Code Section 49079. Members will
15 retain as confidential any information provided under this provision, except to the
16 extent required to assure the safety of other staff members. A "history of
17 violence" shall include, but not be limited to, offenses required to be reported
18 under Section 49079, including but not limited to any pupil who has been
19 determined to have caused serious physical injury to another person; unlawfully
20 possessed, sold or furnished any firearm, knife, explosive, or other dangerous
21 object; committed or attempted to commit robbery or extortion; committed or
22 attempted to commit assault or battery upon a school employee; or committed or

1 attempted to commit a sexual assault or battery as defined in Education Code
2 sections 48900 (except subdivision (h)), 48900.2, 48900.4, and 48900.7.

3 13.4 The District will make every effort to provide the space determined to be
4 necessary to adequately and safely provide services to students.

5 13.5 The District shall strive towards every classroom having properly conditioned air,
6 working telephone, Internet access and occupant load sign. Members working extra
7 duty assignments where extra communication devices are needed to ensure student
8 and Member safety will be provided such devices.

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1 **ARTICLE 14- SALARY**

2 14.1 **Schedule/Classification:** The salary schedule and salary classification
3 requirements of all employees are set forth in this Article.

4 14.2 **Salary Warrants:** Salary warrants shall be issued and payroll deductions
5 forwarded in accordance with pertinent Government Code Sections and
6 Education Code Sections.

7 14.2.1 Each contracted employee shall choose one (1) of the following methods
8 of payment:

9 14.2.1.1 Twelve (12) installments.

10 14.2.1.2 Eleven (11) installments, excluding July.

11 14.2.1.3 If the District makes an error on a salary warrant resulting in an
12 underpayment, a second warrant to correct the deficiency will
13 be issued within ten (10) working days of the report of such
14 error.

15 14.3 **Experience Credit:**

16 14.3.1 **Core Salary Schedule:** A Member shall have a right to exchange one (1)
17 year of contracted certificated experience in a public school district, or
18 private school which requires possession of a teaching credential, for
19 one step of advancement on the salary schedules, to a maximum of ten
20 (10) steps but shall exclude Salary Schedules 3 (Early Childhood
21 Education) and 4 (Adult Education). In addition to the foregoing, the
22 Associate Superintendent of Human Resources, or his/her designee,
23 may offer service credit at his/her discretion for alternative teaching

1 experience up to ten (10) years, for service that has been established
2 through a means acceptable to the District.

3 **14.3.2 Additional Salary Schedules:**

4 A Member shall have a right to exchange year-for-year service when
5 moving between the Additional Salary Schedules, but shall exclude
6 Salary Schedules 3 (Early Childhood Education) and 4 (Adult
7 Education).

8 **14.4 Additional Units of Credit/Professional Growth:** Only those units completed
9 after the Bachelor's degree will be accepted as graduate credit for salary
10 purposes. All units completed after July 1, 2008 beyond the Bachelor's degree,
11 must be college level classes at an accredited college approved by the District.
12 Credit may be granted for District-sponsored or District-approved courses which
13 are completed outside the school day for which the Member is not compensated
14 by the District. Credit for such courses will be given on the basis of fifteen (15)
15 hours of course time being equivalent to one (1) semester unit of college credit.
16 All courses must be reviewed in advance by the site administrator and pre-
17 approved by the Associate Superintendent of Curriculum and Academic
18 Achievement or his/her designee. Only units completed prior to September 1,
19 with written verification in a form acceptable to the District received by October 1,
20 may be credited for that year's salary retroactive to July 1.

21 **14.4.1** With regard to courses taken prior to July 1, 2008 that were not
22 previously pre-approved by the four predecessor districts (Del Paso
23 Heights School District, Grant Joint Union High School District, North

1 Sacramento School District, or Rio Linda Union School District (“the
2 predecessor districts”)) for whom a Member worked, the approval rules
3 in effect at the predecessor districts will determine whether credits are
4 given for those courses. In addition, credit will only be given for courses
5 that were completed after July 1, 2005, and courses that were previously
6 submitted to and denied by the predecessor districts are not eligible to
7 be resubmitted for credit. Only courses taken while a Member worked at
8 one of the predecessor districts are eligible for credit.

9 14.4.2 Units that were completed by January 1, 2009, with written verification in
10 a form acceptable to the District received by February 1, 2009, will be
11 credited to the Member’s salary schedule effective February 1, 2009.

12 14.5 **Longevity**: Longevity payments will be added to the salaries of employees as
13 follows:

14 14.5.1 One thousand five hundred dollars (\$1,500) will be paid beginning the
15 tenth (10th) year of service in the Twin Rivers Unified School District.

16 14.5.2 Three thousand dollars (\$3,000) will be paid beginning with the fifteenth
17 (15th) year of service in the Twin Rivers Unified School District.

18 14.5.3 Four thousand five hundred dollars (\$4,500) will be paid beginning
19 with the twentieth (20th) year of service in the Twin Rivers Unified School
20 District.

21 14.5.4 Six thousand five hundred dollars (\$6,500) will be paid beginning with
22 the twenty-fifth (25th) year of service in the Twin Rivers Unified School
23 District.

1 14.5.5 For a Member to receive full credit for longevity the Member must serve
2 at least sixty-five percent (65%) of the normal school year. Members
3 who have a less than 1.0 FTE assignment will receive a pro-rated
4 longevity payment.

5 14.5.6 Longevity applies to years taught in the most recent District, from
6 among the following four Districts: Del Paso Heights Elementary School
7 District, North Sacramento Elementary School District, Rio Linda Union
8 School District and the Grant Joint Union High School District.

9 14.6 **Masters Stipend:**

10 14.6.1 Each Member with a master’s degree from an accredited college or
11 university, whose accreditation is acceptable to the District, will receive
12 an annual stipend of one thousand eighteen hundred dollars \$1,800.
13 Members who attain a master’s degrees from such an accredited college
14 or university shall be eligible to receive this stipend as follows: Only
15 master’s degrees completed prior to September 1, with written
16 verification received by October 1, may be credited for that year’s
17 stipend.

18 14.6.2 Each Member with a Doctorate Degree from an accredited college or
19 university, whose accreditation is acceptable to the District, will receive
20 an annual stipend of one thousand eighteen hundred dollars \$1,800.

21 14.6.3 Each Member with a National Board Certification will receive an
22 additional annual stipend of one thousand eighteen hundred dollars

1 \$1,800. These Members include: Teachers, Psychologists, Speech
2 Therapists, and Counselors.

3 14.7 **Compensation Calculations:**

4 For the duration of this agreement the following shall apply:

5 14.7.1 Members who work in positions not requiring a B.A. Degree but the
6 position requires a Credential (Career Technical Education, etc.) will be
7 treated as if they are in Column D for purposes of receiving longevity
8 increments.

9 14.7.2 Members who do not meet the subject matter competence requirements
10 will be placed in Column A on the salary schedule and cannot be moved
11 into a higher Column on the salary schedule.

12 14.8 **Other District Hourly Rates:**

13 14.8.1 Members will be compensated for additional direct student instructional
14 duties outside of the normal work day at the rate of forty dollars (\$40) per
15 hour.

16 14.8.2 Members will be compensated for home and hospital instruction at the
17 rate of forty dollars (\$40) per hour.

18 14.9 **Salary Schedules:**

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	YEAR	Frozen BA A	Credential B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
Schedule 1- Core Certificated (186 days)	1	40,000	41,400	42,849	44,349	45,901	47,508
	2	41,400	42,849	44,349	45,901	47,508	49,171
	3	42,849	44,349	45,901	47,508	49,171	50,892
	4	44,349	45,901	47,508	49,171	50,892	52,673
	5	45,901	47,508	49,171	50,892	52,673	54,517
	6	47,508	49,171	50,892	52,673	54,517	56,425
	7	49,171	50,892	52,673	54,517	56,425	58,400
	8	50,892	52,673	54,517	56,425	58,400	60,444
	9	52,673	54,517	56,425	58,400	60,444	62,560
	10		56,425	58,400	60,444	62,560	64,750
	11				62,560	64,750	67,016
	12					67,016	69,362
	13					69,362	71,790
	14					71,790	74,303
	15					74,303	76,904

National Board Certification		1,800	1,800	1,800	1,800	1,800	1,800
Masters Degree			1,800	1,800	1,800	1,800	1,800
Doctorate Degree							1,800

Longevity

10				1,500	1,500	1,500
15				1,500	1,500	1,500
20					1,500	1,500
25						2,000

Total Longevity at 25 years				3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree				4,800	6,300	8,300

Core Certificated: Certificated Teachers, Counselors (K-6), Librarians, Nurses (with additional days), Outreach Consultants, Behavior Specialist

[Teacher on Special Assignment (TOSA): 2007/2008 examples include- LC (Learning Coordinator), SWEC (School Wide Effectiveness Coordinator), LART, Instructional Coach, Reading Coach, ELRT, Curriculum Associates, Compensatory Ed.]

Schedule 2- Psychologists, Special Ed. Program Specialists, Curriculum & Academic Achievement Program Specialist, Transition Specialist, TUPE Specialist, Alternative Ed. Lead Teacher, Welfare & Attendance Counselor (189 days)		BA A	BA + 30 B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
YEAR	1	57,039	58,750	60,513	62,328	64,198	66,124
	2	58,750	60,513	62,328	64,198	66,124	68,107
	3	60,513	62,328	64,198	66,124	68,107	70,151
	4	62,328	64,198	66,124	68,107	70,151	72,255
	5	64,198	66,124	68,107	70,151	72,255	74,423
	6	66,124	68,107	70,151	72,255	74,423	76,655
	7	68,107	70,151	72,255	74,423	76,655	78,955
	8			74,423	76,655	78,955	81,324
	9				78,955	81,324	83,763
	10				81,324	83,763	86,276

National Board Certification	1,800	1,800	1,800	1,800	1,800
Masters Degree		1,800	1,800	1,800	1,800
Doctorate Degree					1,800

Longevity					
	10			1,500	1,500
	15			1,500	1,500
	20				1,500
	25				2,000

Total Longevity at 25 years				3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree				4,800	6,300	8,300

**Schedule 5-
Speech Therapists
(186 days)**

YEAR	BA A	BA + 30 B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
1	45,146	46,500	48,151	49,860	51,630	53,463
2	46,500	48,151	49,860	51,630	53,463	55,361
3	48,151	49,860	51,630	53,463	55,361	57,326
4	49,860	51,630	53,463	55,361	57,326	59,361
5	51,630	53,463	55,361	57,326	59,361	61,469
6	53,463	55,361	57,326	59,361	61,469	63,651
7	55,361	57,326	59,361	61,469	63,651	65,910
8			61,469	63,651	65,910	68,250
9				65,910	68,250	70,673
10				68,250	70,673	73,182
11						75,780
12						78,470

National Board Certification		1,800	1,800	1,800	1,800	1,800
Masters Degree			1,800	1,800	1,800	1,800
Doctorate Degree						1,800
Longevity						
	10			1,500	1,500	1,500
	15			1,500	1,500	1,500
	20				1,500	1,500
	25					2,000
Total Longevity at 25 years				3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree				4,800	6,300	8,300

Schedule 6- Counselor (JHS & HS), Adult Ed. Counselor, (198 days) Work Experience Counselor (189 days)	YEAR	BA A	BA + 30 B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
	1	53,155	54,750	56,447	58,197	60,001	61,861
2	54,750	56,447	58,197	60,001	61,861	63,779	
3	56,447	58,197	60,001	61,861	63,779	65,756	
4	58,197	60,001	61,861	63,779	65,756	67,795	
5	60,001	61,861	63,779	65,756	67,795	69,896	
6	61,861	63,779	65,756	67,795	69,896	72,063	
7	63,779	65,756	67,795	69,896	72,063	74,297	
8			69,896	72,063	74,297	76,600	
9				74,297	76,600	78,975	
10					76,600	78,975	81,423
National Board Certification			1,800	1,800	1,800	1,800	1,800
Masters Degree				1,800	1,800	1,800	1,800
Doctorate Degree							1,800
Longevity							
	10				1,500	1,500	1,500
	15				1,500	1,500	1,500
	20					1,500	1,500
	25						2,000
Total Longevity at 25 years					3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree					4,800	6,300	8,300

1 **ARTICLE 15 – EMPLOYEE BENEFITS**

2 15.1 **Health, Dental, Vision, Life Insurance, and Employee Assistance Program:** All
3 eligible Members may participate in District offered health, dental, vision and life insurance
4 plans. An Employee Assistance Program (“EAP”) plan of the District’s choosing shall be
5 made available to certificated employees. Participation in employee benefit plans shall not
6 require Association membership. The health benefits providers will determine which
7 Members are eligible to participate in the group plan, whether all certificated employees
8 must participate in the group plan or can opt out, the eligibility for participation of persons
9 in legally recognized relationships, and the rates for the participation by two (2) certificated
10 employees who are spouses or registered domestic partners.

11 15.1.1.1 **District Contribution:** For the 2008-2009 school year, the District agrees to
12 provide each member who is a full-time employee of the District, fully paid life
13 insurance with a face value of fifty thousand dollars (\$50,000), a fully paid
14 EAP of the District’s choosing and a District contribution for each month of
15 service under a Cafeteria Program to a maximum total contribution as
16 follows:

- 17 15.1.1.2 The District monthly employer paid benefit amount is:
- 18 a. For Members selecting “employee only” coverage the District contribution
19 cap is five thousand five hundred five dollars (\$5,505.00) annually.
 - 20 b. For Members selecting “employee plus one” coverage whether the “plus
21 one” is a spouse or a dependent, the District contribution cap is ten
22 thousand three hundred ninety five dollars (\$10,395.00) annually.
 - 23 c. For Members selecting “family” coverage the District contribution cap is

1 thirteen thousand sixty five dollars (\$13,065.00) annually.

2 d. Eligible Members who serve for part of the school year shall receive a
3 pro-rated District contribution.

4 15.1.1.3 The following shall apply to individuals opting out of health, dental, and
5 vision:

- 6 a. Members hired before January 1, 2006 by the Grant Joint Union High
7 School District who received an in lieu payment from Grant Joint Union
8 High School District shall receive an amount consistent with the net in
9 lieu payment amount paid by Grant Joint Union High School District to
10 said Members until November 30, 2008. Said Members who opt out
11 (health, dental and vision) will receive a \$600.00 lump sum payment
12 (before taxes and other withholdings) on December 31, 2008.
13 Thereafter, said Members who opted out will receive one hundred dollars
14 (\$100.00) per month as an in lieu payment for opting out of all health
15 benefits coverage, including dental and vision.
- 16 b. Members hired before June 30, 2000 by the Del Paso Heights School
17 District who received an in lieu payment from Del Paso Heights School
18 District shall receive an amount consistent with the net in lieu payment
19 amount paid by Del Paso Heights School District to said Members until
20 November 30, 2008. Said Members who opt out will receive a three
21 hundred dollars (\$300.00) lump sum payment (before taxes and other
22 withholdings) on December 31, 2008. Thereafter, said Members who
23 opted out will receive one hundred dollars (\$100.00) per month as an in

1 lieu payment for opting out of all health benefits coverage, including
2 dental and vision.

- 3 c. All other Members, including Members hired after January 1, 2006 by the
4 Grant Joint Union High School District or Del Paso Heights School
5 District Members hired after June 30, 2000, who opt out of District health
6 benefit coverage, including dental and vision, shall receive one hundred
7 dollars (\$100.00) per month pro-rated over twelve (12) months for full-
8 time employees.

9 15.1.1.4 Less than full-time employees shall receive pro-rated amounts based on the
10 following:

- 11 a. A K-6 Member whose assigned work day is less than fifty percent (50%)
12 of the regular Member work day is not eligible for benefits and will not
13 receive a District contribution for health benefits.
- 14 b. A K-6 Member whose assigned work day is fifty percent (50%) and over
15 the regular Member work day is eligible for benefits and will receive a pro-
16 rated District contribution.
- 17 c. A Member who works more than eighty percent (80%) of a regular
18 Member workday shall receive one hundred percent (100%) of the District
19 contribution.
- 20 d. A regular 7-12 work day for the purpose of benefits is defined as six (6)
21 periods, consisting of five (5) instructional periods and one (1) period of
22 preparation time.

1 e. A 7-12 Member whose assigned work day is fifty percent (50%) or over
2 (three (3) or more teaching periods), is eligible for benefits on a pro-rated

3 basis as follows:

4 3 periods = 60% District contribution

5 4 periods plus 4/5 preparation time = 80% District contribution

6 5 periods plus one period preparation time = 100% District contribution

7
8 The periods referred to above are regular teaching periods; they do not
9 include block teaching periods.

10
11 f. A 7-12 Member whose assigned work day is less than a fifty percent
12 (50%) day (less than three (3) teaching periods) is not eligible to receive
13 benefits and will not receive any District contribution.

14 g. Counselors and other Members who work under an alternative schedule
15 whose work day is 0.5 FTE or better are eligible for benefits and will
16 receive District contribution on a pro-rated basis.

17 h. Counselors and other Members who work under an alternative schedule
18 whose work day is less than 0.5 FTE are not eligible for benefits and
19 there will be no District contribution.

20 15.1.2 The District shall offer Members a Cafeteria Plan that is in compliance with
21 Section 125 of the Internal Revenue Code.

22 15.1.3 Members on paid leave will receive a District benefits contribution on the same
23 basis as Members who are in a regular employment status.

24 15.1.4 Members on approved unpaid leaves may elect to continue health, dental, vision
25 and life insurance as allowed by the provisions of the plans in force in the District.
26 Such Members shall pay the premium for continued coverage on a month-to-
27 month basis.

1 15.1.5 Duration of Benefits:

2 15.1.5.1 Should an employee's employment terminate (excluding retirement), the
3 employee will be afforded rights to retain coverage under COBRA or
4 under the existing life, health, and dental insurance plans to the extent
5 allowed by the carrier. Such employee shall pay all premiums for the
6 continued coverage on a month-to-month basis, except to the extent
7 required by federal law.

8 15.1.5.2 Upon the death of an active employee, the District will continue to pay
9 health insurance for the surviving spouse (no other dependents) for a
10 period of six (6) months or until the end of the fiscal year in which the
11 death occurs, whichever is longer, only if all of the following conditions
12 are met: The surviving spouse must have been covered by the
13 employee's health insurance through the District at the time of the
14 employee's death. The surviving spouse does not have coverage by
15 any other health insurance. The continuation of the surviving spouse's
16 coverage is permitted under the existing policy.

17 15.2 **Tax Shelter:** Members may participate in an approved plan of tax sheltered annuities as
18 allowed under Internal Revenue Code Sections 403 (b) or 457. The District makes no
19 express or implied warranty as to eligibility or tax deductibility under the Internal Revenue
20 Code.

21 15.3 **Assignment to More than One School:**

22 Members assigned to more than one (1) school per day shall be reimbursed for the
23 mileage traveled between the first school and the second assigned school at the current

1 IRS approved rate per mile. If a Member is assigned an additional free period in
2 consideration of travel, the additional free period shall serve as full and complete
3 compensation for all travel expense.

4 15.4 **Retirement:**

5 15.4.1 A full time employee with fifteen (15) or more years from any one of the four
6 predecessor districts and/or Twin Rivers Unified School District may apply for a
7 pre-retirement reduced workload as provided in California Education Code
8 Section 22713.

9 15.4.2 **Retiree Health Benefits:** The District will pay up to the single employee District
10 contribution on health insurance in an amount that will not exceed the dollar
11 amount paid to regular full-time employees as stated in 15.1.1.1. These
12 premiums would be for a maximum period of ten (10) years between age 55 and
13 65, or until the retiree becomes re-employed and is covered by a health plan, or
14 becomes eligible for Medi-Cal, Medi-Care, or other government-sponsored
15 program. District retirees shall respond to a District or insurance carrier notice
16 each year, certifying that they are still eligible for District paid retirement benefits.
17 The retired employee must have completed fifteen (15) years of full-time paid
18 service prior to retirement in any one of the four predecessor districts and/or Twin
19 Rivers Unified School District. Paid service rendered in the Pre-Retirement
20 Reduced Workload Program between the ages of 55 and 65 shall be considered
21 full-time service for the purpose of this Section.

22 15.4.3 For employees who retired on or before June 30, 2008, the contract language in
23 effect on the day of their retirement shall remain in full force and effect.

1 15.4.4 The District will analyze the fiscal feasibility of offering an early retirement
2 incentive.

3 15.5 If the District receives any additional unrestricted General Fund revenue, the District will
4 reopen negotiations on benefits.

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1 **ARTICLE 16 – GRIEVANCES**

2 16.1 **Definitions:**

3 16.1.1 A grievance is an allegation by a grievant or the Association that the grievant or
4 the Association has been adversely affected by a violation of the specific
5 provisions of this Agreement. The grievance shall include, but is not limited to, the
6 following information:

7 16.1.1.1 A description of the specific grounds of the grievance including names,
8 dates, and places necessary for a complete understanding of the
9 grievance;

10 16.1.1.2 A listing of the provisions of this Agreement which are alleged to have
11 been violated, misinterpreted, or misapplied;

12 16.1.1.3 A listing of specific actions requested of the District to remedy the
13 grievance.

14 16.1.2 Actions to challenge or change the policies of the District as set forth in the Board
15 policies, administrative regulations, and District procedures and regulations must
16 be undertaken under separate legal processes. Other matters for which a specific
17 method of review is provided by law, by the policies and regulations of the Board
18 of Trustees, or by the administrative regulations and procedures of the District are
19 not within the scope of this procedure.

20 16.1.3 A grievant is any employee of the District who is represented by the Association.

21 16.1.4 A “work day”, or “working day” is any day on which the District Office is open for
22 business.

1 16.1.5 The “immediate supervisor” is the administrator having immediate jurisdiction over
2 the grievant.

3 16.2 **Procedures:**

4 16.2.1 Informal Level: Before filing a formal grievance, the grievant shall attempt to
5 resolve the grievance by informal methods of resolution.

6 16.2.1.1 The grievant shall first attempt to resolve the grievance by an informal
7 conference with his/her immediate supervisor.

8 16.2.1.2 If the immediate supervisor cannot resolve the grievance, the
9 immediate supervisor shall refer the grievance to the Assistant
10 Superintendent for Employee Relations or his/her designee for review
11 and for an attempt at informal resolution. At this point the Assistant
12 Superintendent for Employee Relations or his/her designee shall first
13 determine whether the grievance presents a grievable subject matter
14 and if it does not, shall so advise.

15 16.2.1.3 If the Assistant Superintendent for Employee Relations or his/her
16 designee cannot informally resolve the grievance, the grievant may, within ten
17 (10) working days of the meeting with the Assistant Superintendent for Employee
18 Relations or his/her designee, attempt another informal resolution method.

19 16.2.2 Formal Levels: At all formal levels, the grievant shall be entitled to Association
20 representation.

21 16.2.2.1 Level I: If the grievance is not resolved informally, after ten (10) working
22 days, but within twenty (20) working days after the informal resolution
23 meeting with the Assistant Superintendent for Employee Relations or

1 his/her designee, the grievant must present his/her grievance in writing on
2 the appropriate form to his/her immediate supervisor. In all cases,
3 however, within thirty (30) work days after occurrence of the act or
4 omission giving rise to the grievance, the grievant must present his/her
5 grievance in writing on the appropriate form to his/her immediate
6 supervisor. The grievant must submit an additional copy of the written
7 grievance to the Assistant Superintendent for Employee Relations or
8 his/her designee. The grievant shall obtain the proper form from the
9 Association. In the event the alleged violation of the Agreement involves
10 the Member's immediate supervisor, the written grievance shall be
11 presented directly to the Assistant Superintendent for Employee Relations
12 or his/her designee.

13 16.2.2.1.1 The written grievance must contain a detailed statement in
14 clear, concise terms describing the grievance, the Article that is alleged to
15 have been violated, the circumstances involved, how those
16 circumstances specifically violate the Article, a description of each step of
17 the informal level, and the specific remedy sought from the District.

18 16.2.2.1.2 The Assistant Superintendent for Employee Relations or
19 his/her designee shall first determine whether the grievance presents a
20 grievable subject matter and if it does not, shall so advise in writing. The
21 Assistant Superintendent for Employee Relations or his/her designee
22 shall attempt to resolve the grievance at Level I.

1 16.2.2.1.3 The Assistant Superintendent for Employee Relations or
2 his/her designee shall communicate his/her decision to the grievant and
3 the Association in writing within ten (10) working days after receiving the
4 grievance.

5 16.2.2.1.4 If the Assistant Superintendent for Employee Relations or
6 his/her designee determines that the subject matter is grievable, and
7 cannot resolve the grievance at Level I, then the Assistant Superintendent
8 for Employee Relations or his/her designee shall refer the grievance to
9 mediation. Such recommendation shall effectively advance the grievance
10 issue to Level II.

11 16.2.2.2 Level II Mediation: Within five (5) working days of the recommendation
12 by the Assistant Superintendent for Employee Relations or his/her
13 designee, the Association/grievant and the District shall meet and attempt
14 to agree on a mediator, who shall schedule a mediation to try and resolve
15 the grievance. The Parties will agree to the rules and procedures for
16 conducting grievance mediations as soon as possible. Any and all costs
17 for the services of the mediator shall be paid equally by the Association
18 and the District.

19 16.2.2.2.1 If the grievant is not satisfied with the proposed resolution
20 of the mediation at Level II, the grievant may, within five (5) working days
21 of notification of the proposed resolution of mediation, submit a written
22 request to the District requesting Level III review by the District
23 Superintendent or his/her designee. If the District is not satisfied with the

1 mediator's decision, within five (5) days, the District may reject the
2 mediation decision.

3 16.2.2.3 Level III: If the grievance is not resolved by mediation, the next review is
4 by the Associate Superintendent or his/her designee. The grievance shall
5 be reviewed by the Associate Superintendent Human Resources or
6 his/her designee. A written decision by the Associate Superintendent or
7 his/her designee will be given to the grievant within five (5) working days
8 after the Level III meeting. Such decision will effectively terminate Level
9 III. The Member shall have the right to have the Association President
10 present at any meeting with the Associate Superintendent regarding the
11 Level III grievance, at the Member's option.

12 16.2.2.4 Level IV Binding Arbitration:

13 If the grievant is not satisfied with the decision at Level III, the grievant or
14 the Association may, within twenty (20) working days, appeal the decision
15 in writing. The grievant shall obtain the proper form from the Association.
16 The Association and the District shall meet and select the arbitrator, by
17 mutually agreed to means, and the arbitrator shall schedule a hearing and
18 render a final and binding decision. The Parties will agree to the rules and
19 procedures for conducting grievance arbitrations as soon as possible.
20 Any and all costs for the services of the arbitrator shall be paid equally by
21 the Association and the District.

1 16.3 **General Provisions:**

2 16.3.1 No reprisals of any kind shall be taken by or against any participant in the
3 grievance procedure by reason of such participation.

4 16.3.2 Should a grievance with identical facts be filed by multiple grievants, the District
5 and Association may consolidate and/or select one grievant and have the
6 resolution apply to all.

7 16.3.3 Grievance records shall not be placed in personnel files.

8 16.3.4 At any time the grievant and/or Association fails to meet the timelines specified in
9 this Article, the grievant and/or Association is precluded from advancing the
10 grievance to the next step.

11 16.3.5 At any time the District fails to meet the timelines or respond in writing as
12 specified in this Article, the grievance will advance to the next step of the process.

13 16.3.6 All grievances shall be processed during the regular workday.

14 16.3.7 A grievance may be mutually resolved at any time.

15 16.3.8 The Parties agree that any timeline set forth in this Article may be
16 extended by mutual agreement of the Parties. The Parties further agree that any
17 request for extension by a Party, due to illness, vacation, holidays or other
18 extenuating circumstances shall not be unreasonably refused by the other Party.
19 Summer vacation shall not constitute a basis for extensions.

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1 **ARTICLE 17 – DISTRICT RIGHTS**

2 17.1 It is understood and agreed that the District retains all of its powers and authorities
3 to direct, manage and control to the extent of the law. Exercise of these powers, rights, authority,
4 duties and responsibilities by the District, the adoption of policies, rules, regulations and practices
5 in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be
6 limited only by the specific and express terms of this Agreement, and then only to the extent such
7 specific and express terms are in conformance with State and Federal law. All other rights of
8 management not expressly limited by the clear and explicit language of this Agreement are also
9 expressly reserved to the District.

10 17.2 All matters not specifically enumerated as within the scope of negotiations in
11 Government Code §3540 et seq. and/or designated as rights shared with TRUE are reserved to
12 the District. It is agreed that such reserved rights include, but are not limited to, the exclusive
13 right and power to determine, implement, supplement, change, modify, continue, or discontinue,
14 in whole or in part, temporarily or permanently, any of the following:

15 17.2.1 The educational policies, procedures, objectives, goals and programs,
16 including, but not limited to, those relating to curriculum, course content, master schedule,
17 textbook selection, educational equipment and supplies, admission, attendance, pupil
18 transfers, final decisions on grade level advancement, guidance, testing, records, pupil
19 health and safety, pupil conduct and discipline except as set forth in California Education
20 Code, transportation, school boundaries, food services, extracurricular and co-curricular
21 activities.

22 17.2.2 The selection, hiring, classification, direction, promotion, demotion, dismissal
23 of all certificated personnel of the District; the assignment of members to any location and

1 also to any facilities, classroom, functions, activities, academic subject matter, grade levels
2 departments, tasks, or equipment; and the determination as to whether, when and where
3 there is a job opening; except to the extent specifically negotiated in this Agreement.

4 17.2.3 The title, description, duties, and classifications of each certificated
5 employment position, except to the extent specifically negotiated in this Agreement.

6 17.2.4 The standards of performance of all employees; and whether unit members
7 adequately perform such duties and meet such standards, except to the extent specifically
8 negotiated in this Agreement.

9 17.2.5 The dates, times, hours and schedule of operation of District facilities,
10 functions and activities.

11 17.2.6 Safety and security measures for students, the public, properties, facilities,
12 vehicles, materials, supplies and equipment, including the various rules and duties of all
13 personnel with respect to such matters; except to the extent specifically negotiated in this
14 Agreement.

15 17.3 The exercise of any right reserved to the District herein in a particular manner or the non-
16 exercise of any such right shall not be deemed a waiver of the District's right or preclude the
17 District from exercising the right in a different manner, nor does the Association waive any rights
18 guaranteed by law.

19 17.4 The District retains its rights to temporarily amend, modify or rescind the provisions of this
20 Agreement in cases of emergency, and to take any reasonable necessary action in the event of
21 an emergency.

1 17.5 Any dispute arising out of, or in any way connected with, either the existence of or the
2 exercise of any of the reserved rights of the District is not subject to the grievance provisions set
3 forth in Article 16.

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1 **ARTICLE 18 – CATASTROPHIC LEAVE**

2 18.1. Description:

3 Eligible permanent Members (see 18.2.4) who are suffering from a catastrophic illness or
4 injury may request donations of sick leave credits under the Catastrophic Leave Program
5 (“Program”). An eligible permanent Member whose dependent child (see 18.2.8), immediate
6 family member living in the household, spouse or domestic partner is suffering from a
7 catastrophic illness or injury may request donations of sick leave credits under the Program. This
8 Member shall be referred to as a “Participant”. “Catastrophic illness” or “injury” is defined as an
9 illness or injury that is expected to incapacitate the Member, dependent child, immediate family
10 member living in the household, spouse or domestic partner of the Member, for an extended
11 period of time and creates a financial hardship for the Member because he/she has exhausted all
12 of his/her accrued sick leave.

13 18.2. Contributions:

14 18.2.1 Days in the Catastrophic Leave Bank (“Bank”) shall accumulate from
15 year to year.

16 18.2.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard
17 to the daily rate of pay of the Participant.

18 18.2.3 To join the Program, Members must have permanent status and must
19 have at least nine (9) days of accrued sick leave remaining after donating to the Bank.

20 18.2.4 Participation is voluntary, but participation requires contribution to the Bank. Only
21 contributors will be permitted to withdraw from the Bank.

22 18.2.5 The annual rate of contribution by each Participant for each school year
23 shall be one (1) day of sick leave.

1 18.2.6 The Association shall supply enrollment forms for the Program to Members.
2 Members will fill out the appropriate form and sign it authorizing the contribution. The same
3 contribution will continue to be donated each year to the Bank unless canceled by the Participant.
4 The District shall deduct contributions between the beginning of each school year and October 1
5 of each school year. Members returning from extended leave and new Members may contribute
6 to the Bank within thirty (30) days of beginning work.

7 18.2.7 Cancellation of the Program on the proper form, may be effected at any time and
8 the Participant shall not be eligible to withdraw from the Bank as of the effective date of
9 cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if
10 the Participant effects cancellation or leaves the District.

11 18.2.8 A dependent child, for purposes of the Catastrophic Leave Bank, is defined as one
12 who is biological, step-child, ward or legally adopted by the eligible permanent Member.

13 18.2.9 The District and Association will meet and confer on all forms required for
14 implementation of the Catastrophic Leave Article.

15 **18.3 Withdrawals From the Bank:**

16 18.3.1 To request a withdrawal under this Program, the Participant shall provide
17 verification of the catastrophic injury or illness by means of a letter, dated and signed by a
18 physician, indicating the incapacitating nature and probable duration of the illness or injury.

19 18.3.2 If a Participant is incapacitated, applications may be submitted to the Catastrophic
20 Committee ("Committee") (see 18.4.1 below) by the Participant's agent or member of the
21 Participant's family.

22 18.3.3 Leave from the Bank may not be used for an illness or disability which qualifies the
23 Participant for Worker's Compensation benefits, unless the Participant has exhausted all accrued

1 leaves and Worker's Compensation benefits have terminated. If the District challenges the
2 Worker's Compensation Claim, the Participant may withdraw from the Bank but upon settlement
3 of the Worker's Compensation Claim, the Bank shall be reimbursed the days by the District.

4 18.3.4 Participants must use all sick leave (but not differential leave) available to the
5 Participant before being eligible for a withdrawal from the Bank.

6 18.3.5 For Participants who have differential leave available, the District shall pay the
7 Participant full pay and the Bank shall be charged one-half (1/2) day.

8 18.3.6 Initial withdrawals from the Bank shall be granted in units of no more than thirty
9 (30) workdays. Additional days may be granted upon request and approval of the Committee. The
10 maximum number of days granted to an employee shall be one hundred (100) days. Unused
11 days by the recipient shall be returned to the Bank.

12 18.3.7 The first ten (10) duty days of catastrophic illness or disability must be covered by
13 the Participant's own sick leave, differential leave, or leave without pay. For example, if the
14 Participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin
15 withdrawing days from the Bank on the eleventh workday.

16 18.3.8 If the Bank does not have sufficient days to fund a withdrawal request, the
17 Committee may approve withdrawal up to the maximum days in the Bank.

18 18.3.9 Approval of any request shall require a majority vote of the Committee and shall be
19 final and binding and not subject to the grievance procedure of the Collective Bargaining
20 Agreement in force between the District and TRUE.

21 **18.4. Administration of the Bank:**

22 18.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of
23 maintaining the records of the Catastrophic Leave Bank, receiving withdrawal

1 requests, verifying the validity of requests, approving or denying the
2 requests, and communicating its decisions, in writing, to the Participants and
3 to the Associate Superintendent of Human Resources or his/her designee.

4 18.4.2 The Committee shall be selected by the Association.

5 18.4.3 Applications shall be reviewed and decisions of the Committee reported to
6 the applicant, in writing, within ten (10) workdays of receipt of the application.

7 18.4.4 The Committee shall keep all requests confidential.

8 18.4.5 Following the enrollment period, which is the beginning of each school year
9 through October 1, the Committee will compile the following information and
10 provide it to the Associate Superintendent of Human Resources or his/her
11 designee no later than October 15:

12 18.4.5.1 The names of participating Members,

13 18.4.5.2 The names of any Participants who have canceled, and

14 18.4.5.3 The total number of days in the Bank.

15 18.5 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank
16 shall be returned to the then current Participants of the Program proportionately in units of no less
17 than one-half (1/2) day. The Lottery method shall be used if there are not enough days to return
18 unused days proportionately to the current Participants.

19 18.6 Notwithstanding any of the foregoing, within ten (10) days of the ratification of the
20 Agreement by the Association and the District Board of Education, enrollment will be opened in
21 the Program for a reasonable period as agreed to by the District and Association.

1 **ARTICLE 19 – TWIN RIVERS EMPLOYEE RELATIONS COUNCIL- CERTIFICATED**

2 **General Provisions**

3 19.1 The Twin Rivers Employee Relations Council (“TRERC-CERTIFICATED”)
4 will be an integral component of the interest-based problem-solving model as a forum for the
5 sharing of information and discussion of important issues in the Twin Rivers Unified School
6 District (“District”). TRERC-CERTIFICATED shall work to surface and head-off potential
7 problems and seek to resolve conflicts/disputes on appropriate non-bargainable issues between
8 the District and any member(s) of the Twin Rivers United Educators (“TRUE”).

9 19.2 TRERC-CERTIFICATED will build and model a climate of ongoing problem
10 solving that enhances outcomes for the District and the Members.

11 **Council Structure**

12 19.3 The Council shall be composed of a total of twelve (12) of TRERC
13 CERTIFICATED members, of which six (6) TRERC-CERTIFICATED members shall be
14 appointed by the District, and six (6) TRERC-CERTIFICATED members shall be appointed
15 by the TRUE E-Board. This shall include the Superintendent or designee and the
16 Association President or designee.

17 19.3.1 Each TRERC-CERTIFICATED member shall be personally committed
18 to the standards enumerated herein and to building trust through
19 principled communications with each other.

20 19.3.2 All Members shall be empowered by their constituents to make
21 decisions.

22 19.4 TRERC-CERTIFICATED shall use a consensus decision-making method.
23

1 **Standards**

2 19.5 The TRERC-CERTIFICATED shall be utilized for the following purposes:

3 19.5.1 Resolve employee/administration conflicts/disputes

4 19.5.2 Share information

5 19.5.3 Discuss and resolve administrative transfers for good cause

6 19.5.4 Address complaints and issues

7 19.5.5 Assist sites with problem solving

8 19.6 The TRERC-CERTIFICATED shall not be utilized for the following purposes:

9 19.6.1 Replace collective bargaining agreements, board policies, administrative
10 regulations

11 19.6.2 Usurp Members' or District's prerogatives

12 19.6.3 Address emergency/crisis situations or for situations requiring quick or urgent
13 decisions/actions

14 19.6.4 Make all decisions or resolve all issues

15 19.6.5 Negotiate

16 **TRERC-CERTIFICATED Meetings**

17 19.7 TRERC-CERTIFICATED shall meet monthly, with an agenda created in
18 advance, with a nonmember recorder who is responsible for transcribing the group
19 memory.

20 19.7.1 TRERC-CERTIFICATED shall meet the third (3rd) Monday of each
21 month from 4:00 p.m. to 6:00 p.m., unless otherwise mutually agreed.

22 19.7.2 The Employee Relations Division of the District and the Human
23 Resources Committees of TRUE, shall provide logistical support for TRERC-

1 CERTIFICATED, including reminders of upcoming meetings and acquiring a
2 facilitator when requested by either party.

3 19.8 Flip charts or written and projected notes will be created and shall become
4 the group memory of the meetings.

5 19.9 The District and the Members agree to establish joint communiqués as the
6 primary process by which TRERC-CERTIFICATED meeting information shall be shared
7 with constituencies as needed. The District and the Members acknowledge that each
8 party often and legitimately communicates with its constituency in other ways.

9 19.10 TRERC-CERTIFICATED shall conduct an annual self-review on or about
10 January, 2010, to assess the efficiency and success of TRERC-CERTIFICATED. This
11 review will be forwarded to the District/TRUE negotiating team.

12 19.11 The District and the Members mutually acknowledge the value of each
13 party's interests and their right to own and express them.

14 19.12 The District and the Members mutually agree to provide continued and
15 ongoing interest-based problem-solving training for all new leaders and TRERC-
16 CERTIFICATED members.

17 19.13 All TRERC-CERTIFICATED members shall commit to participate in interest-
18 based problem-solving training as a condition of membership on the TRERC-
19 CERTIFICATED.

1 **ARTICLE 20 - SUMMER SCHOOL**

2 20.1 Summer school daily work periods for classroom teachers shall be established by the
3 summer school time schedule as prepared by the summer school principal and approved
4 by the District Superintendent as agreed to in this Article.

5 20.2 **Notification and Selection of Summer School Teachers:**

6 20.2.1 Notification: Summer school teachers will be notified of their summer school
7 employment by May 15 of each year.

8 20.2.2 Interviews and Selection.

9 All qualified current Members who apply for summer school positions will be
10 granted interviews for the position if there are more qualified applicants than
11 positions. If there are not enough qualified applicants to fill all available positions,
12 all qualified Member applicants will be placed in positions. Selection of summer
13 school teachers will be based on program needs.

14 20.3 **Evaluation of Summer School Teachers:** Summer school teachers may be evaluated.
15 Any evaluations will be based on a simplified form to be agreed to by the Parties.

16 20.4 Summer school employment is at will, and may be terminated by the District.

17 20.5 If a summer school class is canceled after the teacher reports to work on the first day of
18 assignment, but prior to the beginning of the second day of actual instruction of students, the
19 teacher shall receive compensation equivalent to two (2) days pay as defined in 20.7

20 20.6 Bargaining unit Members will receive one day of sick leave credit for summer school
21 service; if summer school sick leave is not used, it may be carried over by the Member to the
22 regular school year.

23 20.7 **Hourly Rate:** Summer school hourly rate is forty dollars (\$40).

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1 **ARTICLE 21– EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT**

2 21.1 The provisions of this Article apply to Members assigned to positions in Early Childhood Education
3 (“ECE”) or Child Development (“CD”). These provisions shall be nullified in the event and to the extent
4 that either the State of California Child Development programs or the federal Head Start program or the
5 First Five program cease to provide or reduce funds to the District to operate early childhood education
6 programs.

7 21.2 The specific provisions of this Article supersede any other contrary language in this Agreement
8 with regard to ECE/CD issues.

9 21.3 **Maximum Case Load for Early Childhood Education/Child Development:**

10 Class sizes for Early Childhood Education and Child Development classes shall be in
11 accordance with federal Head Start guidelines, State Child Development guidelines and Community
12 Care and Licensing requirements. The District shall make reasonable efforts to balance class sizes
13 within each session by the 20th working day of each school year, to the extent balancing is feasible based
14 upon funding requirements.

15 21.4 **Early Childhood Education/Child Development Work Day/Work Year**

16 Work days and work years for Early Childhood Education and Child Development classes shall
17 be in accordance with federal Head Start guidelines, State Child Development guidelines and
18 Community Care and Licensing requirements. The District shall make reasonable efforts to have
19 uniform work days and work years, to the extent feasible based upon program requirements.

20 21.5 **ECE/CD Salaries**

21 The Parties agree that the Association and the District will commence negotiations no later
22 than September 15, 2009 to negotiate a salary schedule for Early Childhood Education members.
23 Prior to agreement on said salary schedules, Early Childhood Education members shall be paid

1 their existing compensation under the existing Del Paso Heights, North Sacramento and Rio
2 Linda School District salary schedules for Early Childhood Education. In addition, the Early
3 Childhood Education Article shall be open for negotiation for the 2009-2010 school year.

4 21.6 The Parties agree to meet and negotiate commencing no later than September 15,
5 2009 on additional issues relating to ECE/CD, including: job descriptions, work day/work year,
6 funding sources and obligations issues, longevity, site supervisor responsibilities, transfers from
7 ECE to regular education, work location/school assignment, home/school connection, and layoffs.

8 21.7 For the 2008-2009 school year, ECE/CD Members who are currently in the certificated \
9 bargaining unit will remain in the certificated bargaining unit. For 2009 and thereafter, the District,
10 CSEA and CTA have reached agreement on a Memorandum of Understanding on the status of District
11 employees who work in ECE, which governs which ECE employees will be in the Association.

12 21.8 The Parties agree to meet and confer prior to the District initiating layoffs of ECE/CD
13 Members. The Parties agree that this Article will reopen on an annual basis if there is an
14 overall increase or reduction of combined funding of 2% or more by the State of California or
15 federal Head Start or the First Five programs.

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1 **ARTICLE 22– ADULT EDUCATION**

2 22.1 Article 22 is established to consolidate specific language relevant to adult education
3 teachers who are entitled to the protections of the Agreement as a whole.

4 **22.2 HOURS / WORKDAY / WORK YEAR**

5 **22.2.1 Hours:**

6 The number of hours a Member on salary schedule 2 or schedule 6 works
7 may vary, but will not exceed forty (40) hours per week. Upon mutual agreement of
8 the teacher and the program administrator, unique work schedules may be
9 arranged (for example, four (4) days per week, ten (10) hours per day, split shifts,
10 etc.).

11 **22.2.2 Work Day**

12 **22.2.2.1 Preparation Time**

13 Adult Education teachers who work at least thirty (30) hours per week
14 will be assigned two (2) hours supervision-free prep time per week. In
15 addition, there will be thirty (30) hours of preparation time during the
16 scheduled work year. These hours shall coincide with adult education
17 report due dates.

18 **22.2.2.2 Substituting**

19 Adult education teachers may be asked to serve as substitutes during
20 their non-scheduled teaching time, so long as the maximum number of
21 hours does not exceed forty (40) hours per week. The substitute rate
22 of pay is forty dollars (\$40) per period. Members who serve as
23 substitutes shall be paid the substitute rate of forty dollars (\$40) per
24 period.

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22.2.2.3 Reasonable Certificated Employees Duties

Adult education teachers may be asked to perform reasonable certificated employee duties during their non-scheduled teaching time, so long as the maximum number of hours does not exceed forty (40) hours per week. The rate of pay will be the adopted non-instructional hourly pay rate of thirty dollars (\$30). Adult education teachers have the right of refusal to perform duties during their non-scheduled teaching time.

22.2.3 Days in Work Year

22.2.3.1 Adult Education classroom teachers shall be required to work 181.5 days.

22.2.3.2 Adult education counselors will be required to work 194.5 days and the same hours as high school counselors.

22.2.3.3 Adult education specialists will be required to work 228.5 days.

22.3 EFFECTS OF LAYOFF

22.3.1 The layoff procedures in the Agreement apply only to adult education Members who work twenty (20) or more hours per week.

22.3.2 Beginning of Service: Classes that do not meet the enrollment requirements during the first three scheduled days of classes may be canceled during that time period. After the fourth day of scheduled classes no employee may be subject to layoff during the course of any quarter (nine-week period) excluding the summer

1 school program, once said employee has begun his/her service for said quarter,
2 period, or program, unless the average daily attendance of the class (classes)
3 taught falls below an average of fifteen (15) students for a period of two (2) weeks.

4 22.3.3 The District may operate classes with lower enrollment/attendance figures at
5 its discretion.

6 22.3.4 If a class is eliminated, the employee affected shall displace the least senior
7 employee in the area of the displaced employee's credential(s).

8 22.4 **CLASS SIZE**

9 22.4.1 Maximum class size does not apply to Adult Education classes, except that
10 when a class size exceeds the reasonable capacity of the classroom and/or
11 exceeds a size that limits the quality of instruction, every effort will be made to
12 reduce class size and/or open an additional section.

13 22.5 **SALARIES**

14 22.5.1 Salary warrants shall be issued and payroll deductions forwarded in
15 accordance with pertinent Government Code Sections and Education Code
16 Sections.

17 22.5.1.1 Adult education non-management certificated personnel who work
18 twenty (20) hours or more per week, but less than thirty (30) hours per week,
19 shall
20 be paid on the hourly salary schedule for the actual number of hours worked
21 per year, pro-rated annually and issued monthly in eleven (11) equal
22 warrants. The amount of the salary warrants will be re-computed if there is a
23 change in the assigned weekly hours. Should the assigned weekly hours

1 drop below twenty (20) hours per week, the salary will be paid according to
2 the adult education hourly schedule.

3 22.5.1.2 Adult Education teachers shall have the option of twelve (12)
4 installments to be paid on the last working/business day of each month from
5 August through July (including December).

6 22.5.1.3 When an Adult Education department or an Adult Education
7 program reaches a minimum of one hundred ten (110) hours of instruction
8 per week, the site administrator will select an Adult Education Department
9 Chair. That Department Chair will receive a one thousand five hundred sixty
10 one dollars (\$1,561.00) stipend per year.

11 **22.5.2 Experience Credit**

12 22.5.2.1 Adult Education teachers shall have a right to exchange one (1)
13 year of contracted certificated experience in a public school district, or private
14 school which requires possession of a teaching credential, for one step of
15 advancement on the salary schedule to a maximum of ten (10) steps.

16 22.5.2.2 When moving from the regular adult education teachers' schedule
17 to either the adult education counselor or adult education specialist schedule,
18 an employee shall receive year-for-year service credit.

19 22.5.2.3 Additional Units of Credit/Professional Growth: Only those units
20 completed after the Bachelor's degree will be accepted as graduate credit for
21 salary purposes. All units completed after July 1, 2008 beyond the
22 Bachelor's degree, must be college level classes at an accredited two or four
23 year college approved by the District. Approval will be based on whether the

1 subject area of the classes is related to the Adult Education teacher's area of
2 instruction or credential, including career advancement. All courses must be
3 reviewed in advance by the Adult Education principal and pre-approved by
4 the Associate Superintendent of Curriculum and Academic Achievement or
5 his/her designee.

6 22.5.2.4 All professional growth credit approved previous to passage of this
7 contract will remain in effect for the career of the teacher.

8 22.6 **SUMMER SCHOOL**

9 22.6.1 **Notification of Summer School Teachers:**

10 22.6.1.1 Summer school hourly rate does not apply to Adult Education
11 Teachers. Assignments outside the regular adult education year will be paid
12 the same as the regular adult education hourly rate of pay.

13 22.7 Adult Education teachers will be exempt from participation in the
14 BTSA Program.

15 22.8 In implementing the Adult Education program, the District will comply with the
16 California Education Code and other applicable laws and regulations.

17 22.9 **Salary Schedules:** The Parties agree that the Association and the District will
18 commence negotiations no later than September 15, 2009 to negotiate salary schedules for Adult
19 Education members. Prior to agreement on said salary schedules, adult education members shall
20 be paid their existing compensation under the existing Grant District salary schedules for Adult
21 Education. In addition, the Adult Education Article shall be open for negotiation for the 2009-2010
22 school year.

1 **ARTICLE 23 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

2 23.1 Any employee who is a member of the Twin Rivers United Educators, CTA/NEA, or who
3 has applied for membership, may sign and deliver to the District an assignment authorizing
4 deduction of unified membership dues, initiation fees and general assessments in the
5 Union. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such
6 dues from the regular salary check of the employee each month for ten (10) months.
7 Deductions for employees who sign such authorization after the commencement of the
8 school year shall be appropriately pro-rated to complete payment by the end of the school
9 year.

10 23.2 Any employee who is not a member of the Union, CTA/NEA, or who does not make
11 application for membership within thirty (30) days of the effective date of this Agreement,
12 or within thirty (30) days from the date of commencement of assigned duties within the
13 Bargaining Unit, shall become a member of the Union, or pay to the Union a fee in an
14 amount equal to unified membership dues, initiation fees and general assessment payable
15 to the Union in one lump sum cash payment in the same manner as required for the
16 payment of membership dues, provided however, that the employee may authorize payroll
17 deduction for such fees in the same manner as provided in Paragraph 23.1 of this Article.
18 Prior to November 1 of each year, the District shall provide the Union with a list of those
19 employees whose dues are being withheld through payroll deduction. The Union will
20 provide the District with a list of employees who have not complied with the provisions of
21 this Article. The Union shall certify by the submission of said list that the dues collected are
22 for collective bargaining and/or employment conditions and are in compliance with any
23 P.E.R.B. adopted regulations.

1 In the event that an employee does not pay such fees voluntarily, the District shall begin
2 automatic payroll deduction as provided in Ed. Code Section 45061 and in the same
3 manner as set forth in 23.1 of this Article by November 15 of the current school year.

4 23.3 (a) Any employee who is a member of a religious body whose traditional tenets or
5 teachings include objections to joining or financially supporting employee organizations
6 shall not be required to join or financially support the Union, CTA/NEA as a condition of
7 employment; except that such employee shall pay, in lieu of a service fee, sums equal to
8 such service fee to one of the following non-religious, non-labor organizations, charitable
9 funds exempt from taxation under Section 501(c) of Title 26 of the Internal Revenue Code:

10 The scholarship fund of the Twin Rivers Unified School District

11 The United Way

12 The American Cancer Society

13 The Martin Luther King Scholarship Fund

14 The Foundation to Assist California Teachers

15 The DREAM Project, or

16 The Urban League

17 (b) The Union agrees to pay to the District all legal fees and legal costs incurred in
18 defending against any court action and/or administrative action before the P.E.R.B.
19 challenging the legality or constitutionality of the fair share provisions of this Agreement or
20 its implementation (within a reasonable time).

1 **ARTICLE 24 – ADMINISTRATIVE TRANSFER WITH GOOD CAUSE**

2 24.1 An Administrative Transfer with Good Cause (“ATGC”) shall be used in the following
3 situations:

4 (1) To assist in improving the performance of a member who has an unsatisfactory
5 evaluation, and

6 (2) To resolve documented personality conflicts.

7 24.2 Written notice stating the reasons and basis for the Administrative Transfer must be
8 completed by the Site Administrator and transmitted to the Associate Superintendent
9 Human Resources.

10 24.2.1 The Associate Superintendent Human Resources shall preliminarily approve
11 or deny the proposed Administrative Transfer with Good Cause. To the extent
12 necessary, there shall be a maximum of eight (8) Administrative Transfers with
13 Good Cause in grades K-12 per school year.

14 24.2.2 If the Associate Superintendent Human Resources approves the
15 Administrative Transfer with Good Cause, the Administrative Transfer with Good
16 Cause shall be referred to the Twin Rivers Employee Relations Council (“TRERC”)
17 for consideration. The Parties involved in the Administrative Transfer with Good
18 Cause are allowed to present their issues at the TRERC as per the rules and
19 regulations of the TRERC.

20 24.2.2.1 After consideration of the TRERC’s recommendations, the
21 Administrative Transfer with Good Cause will be either continued or
22 withdrawn by the Administration.

23 24.2.3 If the Member does not agree with the decision to continue the

1 Administrative Transfer with Good Cause a grievance can be filed and the grievant
2 will start at Formal Level I, on an allegation that the administrative transfer is not
3 based on "Good Cause" as defined in the Agreement.

4 24.2.3.1 The District can move forward with the Administrative
5 Transfer with Good Cause pending resolution of the grievance.
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APPENDIX 1-SALARY SCHEDULES:

Schedule 1- Core Certificated (186 days)	YEAR	Frozen BA A	Credential B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
	1	40,000	41,400	42,849	44,349	45,901	47,508
	2	41,400	42,849	44,349	45,901	47,508	49,171
	3	42,849	44,349	45,901	47,508	49,171	50,892
	4	44,349	45,901	47,508	49,171	50,892	52,673
	5	45,901	47,508	49,171	50,892	52,673	54,517
	6	47,508	49,171	50,892	52,673	54,517	56,425
	7	49,171	50,892	52,673	54,517	56,425	58,400
	8	50,892	52,673	54,517	56,425	58,400	60,444
	9	52,673	54,517	56,425	58,400	60,444	62,560
	10		56,425	58,400	60,444	62,560	64,750
	11				62,560	64,750	67,016
	12					67,016	69,362
	13					69,362	71,790
	14					71,790	74,303
	15					74,303	76,904
National Board Certification			1,800	1,800	1,800	1,800	1,800
Masters Degree			1,800	1,800	1,800	1,800	1,800
Doctorate Degree							1,800
Longevity							
	10				1,500	1,500	1,500
	15				1,500	1,500	1,500
	20					1,500	1,500
	25						2,000
Total Longevity at 25 years					3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree					4,800	6,300	8,300
Core Certificated: Certificated Teachers, Counselors (K-6), Librarians, Nurses (with additional days), Outreach Consultants, Behavior Specialist							
[Teacher on Special Assignment (TOSA): 2007/2008 examples include- LC (Learning Coordinator), SWEC (School Wide Effectiveness Coordinator), LART, Instructional Coach, Reading Coach, ELRT, Curriculum Associates, Compensatory Ed.]							

Schedule 2- Psychologists, Special Ed. Program Specialists, Curriculum & Academic Achievement Program Specialist, Transition Specialist, TUPE Specialist, Alternative Ed. Lead Teacher, Welfare & Attendance Counselor (189 days)	YEAR	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
		A	B	C	D	E	F
	1	57,039	58,750	60,513	62,328	64,198	66,124
	2	58,750	60,513	62,328	64,198	66,124	68,107
	3	60,513	62,328	64,198	66,124	68,107	70,151
	4	62,328	64,198	66,124	68,107	70,151	72,255
	5	64,198	66,124	68,107	70,151	72,255	74,423
	6	66,124	68,107	70,151	72,255	74,423	76,655
	7	68,107	70,151	72,255	74,423	76,655	78,955
	8			74,423	76,655	78,955	81,324
	9				78,955	81,324	83,763
	10				81,324	83,763	86,276

National Board Certification			1,800	1,800	1,800	1,800	1,800
Masters Degree				1,800	1,800	1,800	1,800
Doctorate Degree							1,800

Longevity							
	10				1,500	1,500	1,500
	15				1,500	1,500	1,500
	20					1,500	1,500
	25						2,000

Total Longevity at 25 years					3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree					4,800	6,300	8,300

Schedule 5- Speech Therapists (186 days)	YEAR	BA	BA + 30	BA + 45	BA + 60	BA + 75	BA + 90
		A	B	C	D	E	F
	1	45,146	46,500	48,151	49,860	51,630	53,463
	2	46,500	48,151	49,860	51,630	53,463	55,361
	3	48,151	49,860	51,630	53,463	55,361	57,326
	4	49,860	51,630	53,463	55,361	57,326	59,361
	5	51,630	53,463	55,361	57,326	59,361	61,469
	6	53,463	55,361	57,326	59,361	61,469	63,651
	7	55,361	57,326	59,361	61,469	63,651	65,910
	8			61,469	63,651	65,910	68,250
	9				65,910	68,250	70,673
	10				68,250	70,673	73,182
	11						75,780
	12						78,470
National Board Certification			1,800	1,800	1,800	1,800	1,800
Masters Degree				1,800	1,800	1,800	1,800
Doctorate Degree							1,800
Longevity							
	10				1,500	1,500	1,500
	15				1,500	1,500	1,500
	20					1,500	1,500
	25						2,000
Total Longevity at 25 years					3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree					4,800	6,300	8,300

Schedule 6- Counselor (JHS & HS), Adult Ed. Counselor, (198 days) Work Experience Counselor (189 days)		BA A	BA + 30 B	BA + 45 C	BA + 60 D	BA + 75 E	BA + 90 F
YEAR							
1		53,155	54,750	56,447	58,197	60,001	61,861
2		54,750	56,447	58,197	60,001	61,861	63,779
3		56,447	58,197	60,001	61,861	63,779	65,756
4		58,197	60,001	61,861	63,779	65,756	67,795
5		60,001	61,861	63,779	65,756	67,795	69,896
6		61,861	63,779	65,756	67,795	69,896	72,063
7		63,779	65,756	67,795	69,896	72,063	74,297
8				69,896	72,063	74,297	76,600
9					74,297	76,600	78,975
10					76,600	78,975	81,423
National Board Certification			1,800	1,800	1,800	1,800	1,800
Masters Degree				1,800	1,800	1,800	1,800
Doctorate Degree							1,800
Longevity							
	10				1,500	1,500	1,500
	15				1,500	1,500	1,500
	20					1,500	1,500
	25						2,000
Total Longevity at 25 years					3,000	4,500	6,500
Total Longevity at 25 years with Masters Degree					4,800	6,300	8,300

IN WITNESS WHEREOF, the Parties hereto have caused this document to be executed by their duly authorized officers this day of 2009. This Agreement shall remain in full force and effect from the date of ratification by both Parties to June 30, 2011.

For: THE TWIN RIVERS UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES



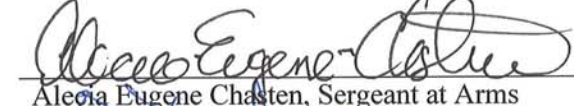
Michelle Rivas, Board President

8/18/09
Dated



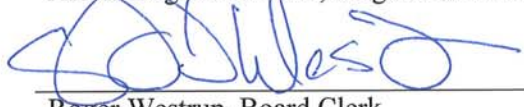
Bob Bastian, Vice President

8/18/09
Dated



Alecia Eugene Chasten, Sergeant at Arms

8/18/09
Dated



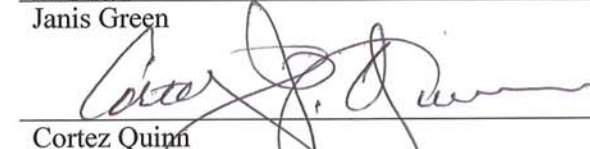
Roger Westrup, Board Clerk

8/18/09
Dated

ABSENT

Janis Green

8/18/09
Dated



Cortez Quinn

8.18.09
Dated



Linda Fowler

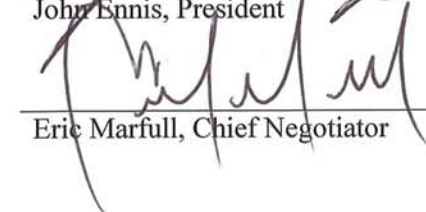
8/18/09
Dated

For: TWIN RIVERS UNITED EDUCATORS



John Ennis, President

8-18-09
Dated



Eric Marfull, Chief Negotiator

8.18.09
Dated