

AGREEMENT

between the

NORTH SACRAMENTO SCHOOL DISTRICT

and the

NORTH SACRAMENTO EDUCATION ASSOCIATION

FOR

2006-2007

**JANET SCHAFER
N.S.E.A. PRESIDENT**

**CAROL WHEELER
CLERK, BOARD OF TRUSTEES**

11/13/06

DATE

ARTICLE I
PREAMBLE

This Agreement is between the Board of Trustees of the North Sacramento School District of the City and County of Sacramento, California (hereinafter referred to as District) and the North Sacramento Education Association, a local chartered chapter of the California Teachers Association and the National Education Association (hereinafter referred to as Association).

ARTICLE II
RECOGNITION

- A.** The District recognizes the Association as the exclusive representative for the certificated employee bargaining unit which includes: Classroom teachers, special education teachers, counselors, speech therapists, nurses, reading specialists, music teachers, compensatory education teachers, resource teachers, temporary teachers employed under contract, psychologists, outreach consultants, district employees filling non-management summer school positions, preschool and day care center teachers; but excludes all others employed by the District.
- B.** The term employee when used in this agreement shall only refer to individuals represented by the Association as defined above.

ARTICLE III
ASSOCIATION RIGHTS

- A.** The parties recognize the second Tuesday of each month at 3:45 p.m., as the Association meeting day and time. This date and time will be calendared by the District. The Administration shall attempt to avoid scheduling conflicting activities.
- B.** Subject to reasonable District rules and regulations, the Association has the right of access to areas in which employees work, the right to use District bulletin boards, mailboxes, and other means of communication, and the right to use District facilities for the purpose of Association meetings.
- C.** Upon mutual agreement of the Association President and Superintendent, a reasonable number of Association representatives shall have the right to receive reasonable periods of release time without loss of compensation when meeting and negotiating and for the processing of grievances.
- D.** Upon written request from the Association President to the Superintendent, the District will provide lawfully required information and such additional information mutually agreed to, necessary for the Association to perform their role as exclusive representative.
- E.** The District may forward to the Association without request any information which the District deems to be relevant to the Association's role as exclusive representative.
- F.** The District shall make available to the Association President a nonconfidential annotated agenda at least forty-eight (48) hours prior to regularly scheduled Board meetings.
- G.** Upon written request from either the Association President or the Superintendent, the parties shall meet and confer to discuss matters of concern to either party.
- H.** The President's leave for Association business shall be according to the Leaves Article.
- I.** The District will print contract copies and/or reopener revisions and distribute them to employees.

ARTICLE IV
ASSOCIATION RESPONSIBILITIES

- A.** The Association shall file with the Superintendent annually and keep current, the following information:
1. Name, mailing address, and telephone number of the Association and each area, state or national organization with which the Association is affiliated.
 2. Name, mailing address, and telephone number of the officers of the Association.
- B.** Prior to the beginning of negotiations both parties shall exchange names, mailing addresses, and telephone numbers of the members of each bargaining team authorized to represent the parties.
- C.** Any correspondence or inquiry in the context of, or related to the "meet and negotiate" process shall be directed to the Superintendent with a copy of such inquiry or correspondence given to the District's representative.

ARTICLE V
DUES, FEES, AND PAYROLL DEDUCTIONS

A. Unit members shall have the right to join or not to join the Association.

B. **DUES DEDUCTION**

1. The Association has the exclusive right to payroll deduction by the District from employees in the bargaining unit for Association dues, initiation fees and general assessments. The District shall deduct other voluntary payments as authorized by unit members and the Association. Should such voluntary deductions be for the purpose of urging the support or defeat of any ballot measure, the District shall charge the Association the cost of processing the deduction.
2. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and reauthorization from unit members, in accordance with the authorization cards.
3. Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10th) of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

C. **MAINTENANCE OF MEMBERSHIP**

Any unit member who is a member of the Association at the time this Agreement becomes effective or during the term of this Agreement shall maintain such membership for the duration of this Agreement. This provision shall not deprive any member of the right to terminate his or her membership within the 30 day period following expiration of the Agreement. If a member who is covered by the maintenance of membership requirement withdraws authorization for dues deduction and/or refuses to provide the Association with a lump sum cash payment of dues for the year, the District shall deduct the membership dues in the same manner as set forth in Section B, Paragraphs 1 through 3 above.

D. AGENCY FEE

1. All unit members hired after May 13, 1997, and only such persons, shall be subject to provisions of this Section D.
2. Any unit member described in Paragraph 1 of this Section, who is not a member of the Association or does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code section 45061 and in the same manner as set forth in this Article. There shall be no charge to the Association for mandatory agency fee deductions.
3. The District shall not impose discipline on any employee because of refusal either to join or to pay a fee to the Association.
4. The Association shall meet its legal obligation to provide notice and information to fee payers to permit them to exercise their rights under the Association's agency fee procedures and rules and regulations of the Public Employment Relations Board ("PERB"). Any claim concerning such matters shall be presented to the Association and/or to PERB.
5. Any unit member described in Paragraph 1 of this Section, who is a member of a religious body whose traditional tenets or teachings include objections to joining, maintaining membership in, or financially supporting employee organizations, shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to non-religious, non-labor, charitable funds or organizations exempt from taxation under section 501(c)(3) of the Title 26 of the Internal Revenue Code, which does business within the boundaries of the North Sacramento School District.
6. To receive a religious exemption, the unit member must submit to the Association written proof establishing the basis for the religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption claim. If accepted, the unit member shall make the payment to an appropriate charity. Such payment shall be made on or before the due date for cash/fees for each school year.
7. Proof of payment to the charitable organization shall be made on an annual basis to the Association and the District as a condition of continued exemption from the payment of the agency fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee

has been made. No in kind service may be received for payments, nor may the payment be in a form other than money, as in a donation of goods or services. The proof shall be presented on or before the due date for cash dues/fees for each school year.

8. Any unit member making payments to a charitable organization in lieu of agency fee who request that the grievance or arbitration provisions of this Agreement be used in her or his behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

D. ADDITIONAL PROVISIONS

1. With respect to all sums deducted by the District pursuant to the above sections, whether for membership dues, initiation fees and general assessments, or for agency fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of the unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association.
2. The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this Article.
3. The Association agrees to pay to the District all reasonable legal fees and legal costs, and any final judgment or final settlement incurred by the District in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or of their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

ARTICLE VI
DISTRICT RIGHTS

- A.** The District has the responsibility for the development and operation of educational programs consistent with State, Local and Federal resources. The District retains and reserves all rights, authority, duties and responsibilities vested in it by law, except as otherwise limited by the specific written provisions of this contractual agreement.
- B.** By way of illustration and not by way of limitation, the following are included:
1. The right to adopt policies, rules, regulations and practices.
 2. The right to supervise, direct, and manage the school system including its staff, properties, facilities and services.
 3. The right to hire employees, to determine their qualifications and the conditions for their continued employment, subject to the provisions of law.
 4. The right to evaluate, promote, transfer, fill vacancies, assign, and/or reassign employees.
 5. The right to determine staffing patterns, the numbers and positions required.
 6. The right to discipline, terminate, and/or lay off employees.
 7. The right to determine schedules and hours of instruction.
 8. The right to establish grade levels and courses of instruction for the base and supplementary instructional programs.
 9. The right to final selection of textbooks, teaching materials, and various teaching aids.
 10. The right to take action on any matter necessary to protect pupils, employees, and/or district property in the event of an emergency.

ARTICLE VII

WORKDAY

- A.** Principals/site managers will establish the regular workday by allocating twenty- five (25) minutes beyond the instructional day, any portion of which can be scheduled before or after.
- B.** The duty free lunch period shall not be less than thirty (30) minutes.
1. Noon duty assistants shall be used to provide teachers with a duty free lunch period equal in length to the lunch period of their students.
- a. Non-classroom teachers may volunteer for noon duty, as long as the teacher has no increase in the number of duties and no fewer consecutive duty free minutes for a lunch break than other teachers in his/her school.
- b. Under emergency situations, principals may call upon bargaining unit members to assist with noon duty supervision. "Emergency" is defined as a rare, unexpected situation that demands immediate attention.
- C.** Employees shall complete all teaching duties and meet all professional responsibilities.
- D.** **PREPARATION TIME**
1. To provide for time to be used for individual preparation time for all kindergarten through eighth grade teachers (i.e., regular classroom teachers, compensatory education teachers, physical education teachers, special education teachers and special services staff):
- Each school shall identify five (5) minutes per day within the parameters of the present instructional day and five (5) minutes have been deducted from the thirty (30) minutes previously required beyond the instructional day. (See A.)
 - Should there be difficulty in meeting the required number of minutes to qualify for longer day/longer minutes allocations, the parties agree to meet and find a means by which such funding shall not be lost to the District.
 - It is further understood that a common day of the week for such preparation time shall be Friday and shall apply to all schools except the Smyth Academy of Arts and Sciences (Academy). The Academy may have a day other than Friday.
- E.** At the beginning of each school year, the principal in consultation with the leadership team at his/her site, will develop a list of adjunct duties/activities/committees for the school year. When the list is complete, teachers will be given the opportunity to self-select their duties/activities/committees. The principal or his/her designee, after reviewing and analyzing the resulting work list for equity and adequate coverage, may make appropriate adjustments where needed.
- F.** Faculty meetings shall be held on scheduled Wednesdays except in case of emergency. There will be three meetings per month of one hour each. Meetings shall be scheduled no less than forty-eight (48) hours in advance except in case of emergency.

G. COMMUNITY DAY SCHOOL INSTRUCTIONAL MINUTES

The Community Day School Class shall be operated for 360 minutes a day. The teacher's workday schedule is as follows:

1. The teacher will be placed on a regular K-6 Salary Schedule and then be paid on a variable for the additional minutes at the daily rate of the teacher.
2. The present schedule would require 1,800 minutes of instruction per week compared to 1,525 minutes for a regular classroom. The teacher also will be required to spend the daily 25 minutes before/after school as do regular education teachers. This is equivalent to 125 minutes per week. However, we need to deduct time for preparation time on Fridays. We will do this by having one thirty-minute PE period on Fridays that will be covered by the Instructional Assistants and reduce the required 25 minutes beyond the workday by 15 minutes on Fridays. Therefore, the teacher will actually be instructing the students 1,770 minutes and be required 15 minutes less time after school per week or 110 minutes. This builds in a preparation time of 45 minutes. This program will be reviewed as necessary.

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ARTICLE VIII
WORK YEAR

- A.** Beginning with the 2005/2006 school year, in accordance with Section C below, the work year shall be as follows:
1. K-6 Teachers - 183 days
 2. Nurses/Speech Therapists/Counselors/Behavior Specialists - 183 days
 3. Psychologists/Outreach Consultants/Program Specialist - 195 days
 4. Preschool Teachers/Assistants - 180 days
 5. Children's Center Teachers - 230 days
 6. Any new certificated employees shall attend an additional day of training and will be compensated at their daily rate.
- B.** There shall be 180 student contact instructional days, nine days shall be shortened for Parent Conferences and one full day in the Fall shall be used for Parent Conferences. Additionally, there shall be shortened Fridays for Preparation Time and a shortened day for the first and last days of school. All of these shortened days shall be of an equal length.
- C.** Contingent on the continuation of funding for staff development from the state of California under Senate Bill 825, the district agrees to pay each bargaining unit member who participates in the predetermined staff development days at his/her regular rate of pay for up to three days. Participation in these staff development days shall be mandatory. A bargaining unit member must attend in order to receive his/her daily rate; a member may not use leave days in lieu of attendance at the staff development days. Compensation and participation under this paragraph will be discontinued if State funding under SB 825 ceases.
- D.** **SCHOOL CALENDARS**
Negotiating teams for the Association and the District will meet yearly to discuss calendars for the modified and traditional year.
- E.** **MODIFIED WORK YEAR**
1. Definitions
 - a. "Off Calendar" - A period of time when an entire school site is closed.
 - b. "Modified Calendar" - A calendar different from the traditional year calendar.
 - c. "Traditional Calendar" - An instructional year consisting of four nine-week terms with an approximate twelve-week summer vacation.
 2. Bargaining unit members on a modified calendar will have the same working conditions as those on the traditional calendar and shall have the same:
 - a. opportunity to be employed in intercession programs as traditional calendar teachers have summer school employment opportunities;

- b. ability to participate during on-duty days in District-wide staff development;
 - c. access to information;
 - d. access to itinerant staff.
3. Off calendar unit members will be given first call for substituting after individual teacher's special requests have been honored. Unit members substituting will receive a rate of \$10 per day above the dedicated substitute rate.
 4. Off calendar bargaining unit members who attend official committee meetings while off calendar shall be paid for their attendance at the summer school hourly rate.
 5. If itinerant unit members are needed for additional duty days to assure equal access to services, the additional days will be voluntary and the unit members will be paid their per diem rate.
 6. No mandatory assignments for bargaining unit members will be made while members are off calendar.

ARTICLE IX
CLASS SIZE

- A.** For the 1999-2000 school year and each year which follows for which the District receives specialized class reduction federal money through the Federal Class Size Reduction Program, the funds received shall be applied within the federal guidelines to reduce class sizes to the extent that the school has housing for such additional classes. It is expected that this will reduce class sizes down to 26:1 and that class size will not exceed this number by more than two pupils except for the first month of school.
- B.** For each year for which the State continues funding the Class Size Reduction Program, class sizes in grades K through 3 shall average no more than 20.4:1 across the school year.
- C.** Beginning January 1, 2000, each time a substitute for a regular classroom teacher is not available on any given day, and the students are dispersed to other classrooms, one hundred dollars (\$100) will be placed in a fund on a monthly basis to be used at the school site as determined by the principal and the leadership team.

ARTICLE X
EVALUATION PROCEDURES

- A.** Evaluation of each certificated employee shall be made on a continuing basis, at least once each school year for temporary and probationary personnel that are employed at least 75% of the year and shall be made at least every other year for personnel with permanent status. Pursuant to California Education Code Section 44644, each unit member with permanent status who has at least ten (10) years of service in the District as of any date after July 1, 2004 and who is "highly qualified" under 20 U.S.C. Section 7801, and whose previous evaluation rated the member as meeting or exceeding standards in all evaluation categories, shall be evaluated at least every five years, if the member and the member's evaluator agree. The unit member or the evaluator may withdraw consent to the five year evaluation cycle at any time, in which case the member's evaluation cycle shall be at least once every other year.
- B.** Certificated employees will be evaluated by the administrator to whom they report.
- C.** By February 1 evaluators and eligible employees shall meet and secure agreement to participate in a 5 year cycle of evaluation. A list of certificated staff and respective evaluation cycles shall be sent to the Association President at the beginning of the school year.
- D.** **EVALUATION MEETINGS**
1. Within the first six (6) weeks of employment, an individual meeting will be held between each new employee and his/her evaluator.
 2. Individual meetings will be held within the first six (6) weeks of the assignment when there is a newly assigned evaluator.
 3. All unit members who are to be evaluated will be notified within the first six (6) weeks of the school year.
 4. Other individual meetings will also be held at anytime if requested by either the unit member or his/her evaluator.
- E.** All formal evaluations to be placed in the employee's permanent file will be put in writing and a copy will be given to the employee within ten (10) working days of the evaluation and not later than 30 days before the last day of the employee's school year. The employee has the right to respond to this document within 10 days. At the end of the 10-day period, the employee's final evaluation will be entered into his/her personnel file. The employee has the right to have a response attached at any time to the evaluation in the file.
- F.** A minimum of sixty (60) minutes worth of observation will occur within the evaluation period. These observations will include two documented formal observations as well as informal observations and walk-throughs. If a mutually agreed upon time for formal observations cannot be reached, the evaluator will assign a time with at least one week's written notice.

- G.** Each formal observation for the purpose of evaluation of an employee shall be followed by a personal conference. Personal conferences shall be held within five (5) working days of the observation, except in unforeseen or emergency situations.
- H.** In the event that an employee may not meet district standards, the employee will be notified first verbally. This verbal notification will be at a private meeting. If the problem continues the employee will be notified verbally and in writing. If the problem persists the employee will be notified in writing that he/she may not meet district standards. The employee will be given sufficient time to improve before being given the formal evaluation.
- I.** In the case of a negative evaluation the evaluator shall take positive action to assist the unit member in correcting deficiencies. The evaluator's role to assist the unit member shall include, but not be limited to, the following:
 - 1. Providing specific recommendations for improvement.
 - 2. Assisting in or arranging for the implementation of such recommendations.
 - 3. Providing additional resources to be utilized to assist with improvement.
 - 4. Providing a time schedule to monitor progress.
- J.** Bargaining unit members shall not be required to participate in the formal evaluation of other bargaining unit members.
- K.** At the request of either the Association or the District, a meeting shall be held to monitor evaluation procedures.
- L.** It is understood and agreed that only evaluation procedures shall be grievable; evaluation content will not be subject to the Grievance Procedure.

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ARTICLE XI
BTSA MENTOR TEACHERS

- A.** The District may elect to participate in the Mentor Teachers Program after January 1, 1984. Participation shall be in accordance with the rules and regulations established by the State Department of Education.
- B.** Up to five percent (5%) of classroom teachers in the District may be designated as Mentor Teachers.
- C.** Qualifications for Mentor Teachers shall be as follows:
1. Demonstrated exemplary teaching ability
 2. A mastery of teaching strategies
 3. Credentialed classroom teacher with permanent status
 4. Substantial recent classroom experience
- D.** The stipend for each Mentor Teacher shall be determined upon receipt of the current year State budget allocation for Peer Assistance and Review. BTSA mentors will be provided an annual stipend in addition to a stipend per assigned mentee they support per full school year over and above their regular salary and may be prorated for less than a full school year. BTSA mentors' stipends will be determined prior to BTSA mentors signing the BTSA mentor provider agreement.
- E.** **MENTOR TEACHER SELECTION COMMITTEE**
1. The Committee shall be composed of a majority of teachers, with four (4) selected by teachers and three (3) selected by administrators.
 2. Nominations to become a teacher-member of the Committee shall be open to any permanent/probationary teacher. Nomination shall be accomplished by the filing of one's name with the Association.
 3. The teacher committee members shall be selected by secret ballot from among all teachers nominated.
 4. The secret ballot election shall be conducted by the Association and shall be held on a District-wide basis. Selection of teachers to the Committee shall be determined by the four (4) highest vote counts, except that:
 - a. Two (2) shall be from among those assigned to the primary (K-3) grades and,
 - b. Two (2) shall be from among those assigned to the intermediate (4-6) grades and
 - c. No two (2) shall be from the same school.
 5. The term of service for teachers on the Committee shall be two years.
 6. Vacancies occurring among the teacher committee members shall be filled pursuant to the above election procedure.
- F.** Candidates for Mentor Teachers shall be selected by a majority vote of the Selection Committee. The Board shall make the final selection from the list supplied by the Selection Committee.

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ARTICLE XII
SAFETY CONDITIONS

- A. All employees are expected to be safety conscious. Bargaining unit members shall not be required to engage in any activity or work in conditions that may reasonably be deemed to endanger their health, safety or well being. Employees are to report unsafe or unhealthy conditions to the site supervisor in writing who may refer the matter to the Site Safety Committee.
- B. The Site Safety Committee and/or the Site Supervisor will inspect the condition and then determine the next steps to be taken, which will include at least one of the following actions:
 - 1) On-site staff will repair the condition
 - 2) File a work order
 - 3) Make recommendations for alternative actions
 - 4) Determine that no action is warranted
 - 5) If an emergency exists, the Supervisor or designee shall take steps to accommodate the employee.
- C. The Site Safety Committee or the site supervisor will complete a form indicating the action(s) taken above with a copy being forwarded to the Site Supervisor, Facilities Department, and the employee.
- D. Should the employee be dissatisfied with the actions of the Site Safety Committee, then the employee may appeal the matter to the District Safety Committee. The District Safety Committee will include one member appointed by the Association. The District Safety Committee will respond in writing to the employee.

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ARTICLE XIII
COMPLAINT PROCEDURE

- A.** Complaints by a parent/guardian concerning employees should be made directly to the employee against whom the complaint is being filed. If not made directly, the complaint shall be referred to the employee.
- B.** If the complaint is not resolved at this level, the parent/guardian shall, within ten (10) working days of "A" above, put the complaint in writing and direct it to the employee's administrative supervisor or principal.
- C.** Failure of the parent/guardian to put the complaint into written form will be considered by the district as a withdrawal of the complaint.
- D.** Prior to the supervisor or principal reaching a decision on the complaint, he/she shall provide an opportunity for all parties to meet to present factual information, and to allow for explanation and clarification of the issue.
- E.** If the complaint, after review by the supervisor or principal remains unresolved, he/she shall refer the written complaint, together with his/her report and analysis of the situation to the Superintendent or his/her designee.
- F.** Prior to the Superintendent/designee reaching a decision on the complaint, he/she shall attempt to provide an opportunity for all parties to meet to present factual information, and to allow for explanation and clarification of the issue.
- G.** After the meeting, if any, has been held, the Superintendent or his/her designee shall render a decision, which shall be final unless the parent/guardian or the employee requests to address the Board on the complaint. Any decision by the Board shall be final.
- H.** Every effort should be made to resolve the complaint at the earliest possible level.

ARTICLE XIV
REASSIGNMENT PROCEDURES

A. DEFINITIONS

1. A reassignment is the movement of an employee from one (1) grade-level/support assignment to another at the same work location.
2. For purposes of this Article, a “workday” is defined as any day the central administrative office is open for business.

B. REASSIGNMENT ON SITE

1. Prioritized preferences for assignments/reassignments will be requested from each unit member by March 1 of each year and returned to the principal/supervisor within seven (7) working days.
 - a. Reassignments will be made by March 15th. Every effort will be made to meet the preferences indicated.
 - b. Any employee not receiving his or her request may ask for and shall be provided the reasons in writing.
2. Should there be an opening after March 15th, the principal may consider and fill such with an employee who filed a March preference and who is still interested in reassignment.
3. The District reserves the right to change assignments in the Fall should enrollment be different from Spring projections.
4. Reassignments at the Smythe Academy of Arts and Sciences greater than two grade levels shall be at the request of the unit member.

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ARTICLE XV
TRANSFER PROCEDURES

A. DEFINITIONS

1. Transfer- the assignment from one (1) school site to a different school site.
2. Vacancy- (a) a newly created bargaining unit position, (b) an existing permanent position created by resignation, transfer, or retirement, or (c) an existing permanent position held by a temporary employee.
3. District Transfer – an involuntary transfer of a unit member.
4. Seniority- the date upon which the employee first rendered paid service in a probationary position. Seniority for employees who first rendered paid service on the same date shall be established by the Board based on needs of the District and its students.
5. “Workday”- any day the central administrative office is open for business.
6. Selecting Administrator – The administrator responsible for supervision and evaluation of the position.

B. GENERAL PROVISIONS

1. Decisions on transfers shall use the following factors in order of priority:
 - a. Program needs of the district and credential requirements as defined in the vacancy announcement.
 - b. Employee preference
 - c. Seniority
2. In filling a vacancy in which both an employee has requested a transfer and a person from outside the District has applied for the same position, the District employee shall be transferred so long as the provisions of this section have been met.
3. If an employee's application for a transfer has been denied, the employee may request in writing, the reason(s) for the denial. The Superintendent or his/her designee shall provide the reason(s) within five (5) working days of the request.
4. The Superintendent shall take action on all transfers and notify the teachers involved. A copy of transfer notices will be sent to the Association President.
5. In the event of an unforeseen or emergency situation, the Superintendent shall make such necessary transfers with as little disruption to students and staffs as possible.
6. A copy of vacancy lists shall be provided to the Association President.
7. One (1) day of released time will be provided to each district employee requiring a substitute if transferred. If the employee chooses, he/she may be paid an amount equal to the cost of one day of substitute coverage instead of taking the release day.

8. Priorities for filling vacancies:
 1. District transferees
 2. Employees requesting transfers
 3. Employees returning from leave
 4. Temporary employees
 5. New hires

C. VOLUNTARY TRANSFERS

- a. No later than April 5th of each school year, the Superintendent shall have posted in each school, for seven work days, a list of vacancies for the subsequent year with a position description which includes the program needs of the District.
- b. The District shall inform all applicants of the status of their transfer in writing.
- c. Upon request, the selecting administrator shall provide a unit member the reasons for not being selected for a position for which he/she specifically applied.
- d. This list will be mailed to persons on leave of absence who have notified the District of their intent to return.
- e. Employees wishing to be considered for transfer to one (1) or more of the listed vacancies shall file a written notice of their request in the Office of the Superintendent before the posting expires.
- f. No decision to fill a vacancy will be made prior to the closing of the posting period.

D. DISTRICT TRANSFER

1. When declining enrollment, program elimination, funding changes, or site closures result in a need to reduce staff at a site, all employees, district wide, shall be notified of the number and kind of positions to be reduced. Employees from that site may volunteer in writing to leave the site. If enough volunteers from the site are not found, the teacher(s) with the least district seniority at that site shall become a part of the transfer pool unless the program needs at that site cannot be met.
2. If a particular site is to be closed, unit members at that site shall be afforded first right of refusal at the site/s to which pupils have been moved as long as the provisions of Article XIV, (C)(1) have been met.
3. Prior to the initiation of a District transfer, the immediate supervisor shall confer with the employee informing him/her of the reason(s) for the recommended transfer.
4. The employee may, within five (5) working days of this meeting, request a meeting with the Superintendent or his/her designee. At this conference the employee may be accompanied by a representative of his/her choice or a representative of the Association.

5. Transfers accomplished under this section shall not result in the loss of compensation, seniority, or any fringe benefit to the employee.
6. Bargaining unit members that become a part of the transfer pool shall be afforded first consideration upon reinstatement of the position held so long as program needs are met.
7. No district transfers shall be made to the Smythe Academy of Arts and Sciences.

E. SCHOOL MODERNIZATION MOVE

In light of the additional effects upon members of the bargaining unit when their school is going through modernization, the parties agree to the following:

1. A School Modernization Move is the process of moving all classrooms from a site to an alternative site and back in order for the original site to undergo modernization of its facilities.
2. A school which will be undergoing modernization shall be identified no later than 60 days prior to the anticipated modernization.
3. All regular classroom teachers at the modernization site, including self-contained preschool and special education teachers, shall be provided the following:
 - a. A timeline of the anticipated events.
 - b. Boxes, tape, and tape guns to use for packing instructional materials and equipment, and identification strips.
 - c. Storage space for items to be maintained on the original site during modernization.
 - d. Assistance with trash, ladder work, lifting, packing of books, and removal of personal items to personal vehicles and back, based upon a schedule agreed upon by the Principal and a representative of the district. A Maintenance Worker will be assigned to the site to assist.
 - e. Payment for one (1) day at \$15 per day above the substitute rate at the time of the initial packing, or at the teacher's option, provision of a substitute for one day; payment for one (1) day at the same rate, or at the teacher's option; provision of a substitute for one day, at the time of initial unpacking; payment for one (1) day at the same rate, or at the teacher's option, provision of a substitute for one day, at the time of packing for return to the original site and payment for one (1) day at the same rate, or at the teacher's option provision of a substitute for one day, at the time of unpacking at the original site.
4. All resource, compensatory education, resource specialists, speech, and computer teachers at the modernization site shall be provided the following:
 - a. A timeline of the anticipated events.
 - b. Boxes, tape, and tape guns to use for packing instructional materials and equipment, and identification strips.

- c. Storage space for items to be maintained on the original site during modernization.
 - d. Assistance with trash, ladder work, lifting, packing of books, and removal of personal items to personal vehicles and back, based upon a schedule agreed upon by the Principal and a representative from the district. A Maintenance Worker will be assigned to the site to assist.
 - e. Payment for ½ day at \$15 per day above the substitute rate at the time of the initial packing; payment for ½ day at the same rate at the time of initial unpacking; payment for ½ day at the same rate at the time of packing for return to the original site and payment for ½ day at the same rate at the time of unpacking at the original site.
5. Schoolwide Effectiveness Coordinators, Learning Coordinators, Nurses, Music Teachers and Counselors at the modernization site shall be provided the following:
- a. A timeline of the anticipated events.
 - b. Boxes, tape, and tape guns to use for packing instructional materials and equipment, and identification strips.
 - c. Storage space for items to be maintained on the original site during modernization.
 - d. Assistance with trash, ladder work, lifting, packing of books, and removal of personal items to personal vehicles and back, based upon a schedule agreed upon by the Principal and a representative from the district. A Maintenance Worker will be assigned to the site to assist.
 - e. Payment for ¼ day at \$15 per day above the substitute rate at the time of the initial packing; payment for ¼ day at the same rate at the time of initial unpacking; payment for ¼ day at the same rate at the time of packing for return to the original site and payment for ¼ day at the same rate at the time of unpacking at the original site.
6. When a school staff is involved with a School Modernization Move during the school year and therefore, will experience greater effects, there will be an additional day to either pack or unpack as appropriate for those in the group defined in Section 3. The teachers may choose the option of using a substitute in their classroom while packing and unpacking or choose to receive the rate outlined in Section 3 and complete the packing and unpacking on their own time. Finally, the principal and a representative of the district office and a teacher will develop a set of procedures for the staff. The steps for packing and unpacking in the move along with a timeline will be outlined.

ARTICLE XVI
DISCIPLINE SHORT OF DISMISSAL

- A.** Employees may be subject to discipline short of dismissal for just cause.
- B.** Incompetent teaching shall not be subject to discipline under this article.
- C.** Discipline short of dismissal is defined as suspension of duties without pay of up to fifteen (15) working days.
- D.** Only the Superintendent may suspend an employee without pay.
- E.** Prior to discipline, as above defined, being administered, an employee may be warned or reprimanded orally or in writing. However, the degree of reprimand or discipline administered in any situation shall depend on the frequency and/or severity of the infraction.
- F.** At least ten (10) work days prior to administering the discipline, the Superintendent or designee shall provide the employee with a written Notice of Intent containing the following information:
 - 1. A statement of the length of the proposed discipline;
 - 2. A statement of the specific acts or the reasons for proposed discipline;
 - 3. A copy of the documents and other materials upon which the charges are based or specific reference to these items and where they are available for the employee's review;
 - 4. A statement inviting the employee to respond to the Superintendent or his/her designee, either orally or in writing, within the ten (10) day period, regarding the proposed discipline.
- G.** The Superintendent or his/her designee shall consider the response, if any, prior to the discipline being administered.
- H.** If discipline is to be administered, the District shall serve written Notice of Discipline on the employee which shall include:
 - 1. A statement of the discipline and the effective dates;
 - 2. A statement of the reasons for the discipline;
 - 3. A statement of the employee's right to appeal as provided in this Article.
- I.** The Association has the right to appeal the suspension without pay by filing a grievance at Level III within ten (10) work days of the District serving written Notice of Discipline on the employee. Implementation of discipline shall be stayed for not more than thirty (30) days from the date of the Association's appeal, unless the time is mutually extended.
- J.** For purposes of this Article only, the decision of the arbitrator shall be binding on all parties. The parties agree to follow the A.A.A. rules of expedited arbitration.
- K.** Nothing included in this Article shall preclude or affect the District's right to dismiss an employee pursuant to the Education Code.

ARTICLE XVII

LEAVES

A. GENERAL PROVISIONS

1. All employees who have been granted a leave of absence for a school year, shall notify the Superintendent, in writing, on or before February 1, preceding the scheduled date of return, of their intent to return following the conclusion of their leave.
2. Failure to notify may result in the termination of employment upon the expiration of the leave.
3. For leaves of less than a school year, notice of intent to return shall be stipulated as a condition of granting the leave.
4. Notwithstanding any other provision of this contract, the District may require verification of the reason for an absence from scheduled duties or assigned work location, and in the event illness is claimed, a physician's written verification may be required.
5. Members of the immediate family, as used in this Article, are defined as: the mother, father, grandmother, grandfather, or grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the employee, or any relative living in the immediate household of the employee.
6. Employees shall complete and file an absence report with their supervisor the first day of duty following any absence.
7. During paid leaves of absence, whether industrial accident leave, sick leave, vacation, compensated time off, or other leave provided by law or action of the Board of Trustees, the employee shall endorse to the District wage loss benefit checks received under Worker's Compensation laws of the State of California. The District, in turn, shall issue the employee appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement, other authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the employee for periods covered by such salary warrants.
8. The minimum deduction from an employee's leave or pay shall be one-half (1/2) day when an employee is absent and a substitute is required.

B. SICK LEAVE

1. An employee is entitled to ten (10) days sick leave each full school year accumulative without limit. Except employees contracted for 230 days or more shall earn 12 days sick leave each year.
2. For employment of less than a full school year, sick leave shall be prorated.
3. Any absence for illness extending beyond five (5) consecutive work days shall, upon the request of the District, be confirmed by a completed illness form signed by a doctor.
4. Doctor and dentist appointments scheduled during the employee's regular work day shall be deducted from sick leave.
5. Except in emergency situations, notice of intent to be absent shall be given to the employee's immediate supervisor.

C. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE.

1. Allowable leave shall not be for less than sixty (60) working days in one (1) fiscal year for the same accident.
2. Allowable leave shall not be accumulative from year to year.
3. Industrial accident or illness leave will commence on the first day of absence, provided such absence is ordered by a licensed physician who has examined the employee and/or the employee is receiving an award from Worker's Compensation Insurance for salary lost.
4. Payment for salary lost on any day shall not, when added to an award granted the employee under Worker's Compensation Laws of this State, exceed the normal salary for the day.
5. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Worker's Compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
7. Should industrial accident or illness leave exceed the sixty (60) days granted herein, the employee shall use his/her entitlement to other sick leave. However, if the employee is receiving Worker's Compensation, he/she shall be entitled to use only so much of his/her accumulated sick leave, accumulated compensatory time, vacation, or other available leave, which when added to his/her Worker's Compensation award, provide for a full day's salary.
8. Periods of leave of absence, paid or unpaid, shall not be considered a break in the service of the employee.

D. EXTENDED ILLNESS/DIFFERENTIAL PAY/MATERNITY LEAVE

1. When, for a period of five (5) school months or less, a unit member is absent from duty on account of illness, pregnancy, miscarriage, childbirth, and recovery there from or accident, whether or not the accident arises out of or in the course of the employment of the unit

member, the unit member shall be paid the unit member's salary less the sum paid to the substitute (said sum shall not exceed the rate paid a long-term substitute) for the absence period following the time when accumulated sick leave has been exhausted. If no substitute is employed, the amount which would have been paid to a substitute shall be deducted from the unit member's pay.

2. Request for this leave shall be verified by a physician's statement.
3. If possible, the unit member shall notify the District in writing of the anticipated leave and submit the request at least twenty (20) working days prior to the commencement of the leave.
4. This leave shall not constitute a break in continuity of service for permanent employees and for probationary employees who during any year serve at least 75% of the days that school is in session.

E. CHILD CARE LEAVE

1. A unit member is entitled to two (2) days of paid leave per year for necessary absence from duty to attend the needs of a newborn, newly adopted child, or designation as legal guardian.
2. Requests for such leave shall be filed with the Superintendent no less than twenty (20) working days prior to the anticipated date of leave, absent an emergency situation.

F. CHILD REARING LEAVE

1. Upon request, the District may grant an employee who is a natural or adopting parent, or a legal foster parent or guardian, an unpaid leave of absence for the purpose of rearing their child.
2. Such leave shall remain in effect at least until the end of the current semester, but no longer than the end of the following semester.
3. The employee shall apply to the Superintendent for such leave at least twenty (20) working days prior to the anticipated date on which the leave is to commence.

G. PERSONAL NECESSITY LEAVE

1. Up to seven (7) days of accumulated sick leave in any school year may be used by the employee, at his/her election, in cases of personal necessity.
2. Personal Necessity Leave may be used as follows:
 - a. Death of a member of the employee's or spouse's immediate family.
 - b. Accident involving the employee's person or property or that of a member of employee's immediate family.
 - c. Serious illness of a member of the immediate family.
 - d. Required absence to attend to needs of an immediate family member.
 - e. Required appearances in court as a litigant.

3. The employee shall file a written notification with the Superintendent forty-eight (48) hours in advance of the leave to conduct personal business which cannot be completed outside of working hours.
4. The teacher shall be willing to certify, in writing if requested, that the Personal Necessity Leave was not used for any of the following purposes:
 - a. An illegal activity
 - b. Recreation
 - c. Vacation
 - d. Seeking employment
 - e. Other employment
 - f. Residential upkeep
5. The District reserves the right to restrict the number of employees using this Personal Necessity Leave on any given day.

H. BEREAVEMENT LEAVE

An employee is entitled to three (3) days bereavement leave for the death of any member of his/her immediate family. Up to five (5) days is allowed if travel of more than 150 miles each way is required.

I. JUDICIAL LEAVE

1. An employee shall be paid his/her regular salary for absence caused by service as a juror, or as a witness under subpoena. The employee may keep the mileage allowance, but all fees received by the employee up to his/her daily salary shall be given to the District.
2. Any employee called for jury duty shall inform the Superintendent who may attempt to have the employee temporarily excused.

J. PEACE CORPS LEAVE

An employee is eligible for a two (2) year leave of absence to serve in the Peace Corps or similar agency.

K. STUDY LEAVE

The Board may grant an employee unpaid leave of absence to pursue educational improvement and advancement. The employee shall apply to the Board for such leave in writing, no later than eight (8) weeks before its anticipated commencement.

L. ASSOCIATION LEAVE

The President of the Association, or his/her designee, shall be entitled to ten (10) days leave for the purpose of conducting the business of the organization, provided the organization pays for the substitute. Reasonable advance notice for such leave shall be given to the immediate supervisor and the Superintendent.

M. LEGISLATIVE LEAVE

1. Employees who are elected to the State Legislature shall be granted a leave of absence. The leave of absence shall not affect their classification.
2. Such employees have the right within six (6) months after their term of office expires to return to the position held at the time of their election and at a salary they would have been entitled to had they not been elected to the Legislature.

N. AUTHORIZED LEAVE

Whenever an employee is required to be absent by the District, or whenever good and valid reasons make absence necessary, such absence may be authorized by the Superintendent. No deduction of pay or leave is made for authorized absence.

O. GENERAL LEAVE

1. The Board may grant an unpaid leave of absence to an employee for any good and sufficient reason.
2. Upon written request, the Board may grant an employee an unpaid Leave of Absence for the purpose of caring for his/her immediate family.

P. CATASTROPHIC LEAVE BANK

Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the unit member or unit member's family for over ten (10) consecutive days.

1) Creation

The Association and the District agree to create the NSEA Catastrophic Leave Bank:

- a) The days in the bank shall accumulate from year to year and the current bank balance of days available will be reported by October 31st to the Association.
- b) The days shall be contributed to the bank and withdrawn from the bank without regard to the daily rate of pay of bank participant.

- c) The Catastrophic Leave Bank shall be administered by a three (3) member Catastrophic Leave Bank Committee appointed by the Association. The terms of the Committee shall be staggered three-year terms. Initial appointments shall be for one (1) year, two (2) years, and three (3) years.
- d) The committee shall notify the District Payroll office, in writing, of all approved grants. For any grant made prior to the 10th of the month, the unit member will be paid at the end of the month and each subsequent month as applicable. For any grants made after the 10th of the month, the unit member will be paid at the end of the following month and each subsequent month as applicable.
- e) Employees who are granted use of Catastrophic Leave Bank days shall be considered in regular paid status during such use.

2) Eligibility and Contributions

- a) All unit members with permanent status and on active duty with the District are eligible to contribute. No member may donate sick leave unless the unit member has a balance of eleven (11) sick leave days.
- b) Participation is voluntary. If an individual does not contribute, they are ineligible to withdraw days from the bank.
- c) Cancellation occurs automatically whenever a unit member fails to make his/her annual contribution. Continuously employed unit members whose membership in the Catastrophic Leave Bank is cancelled may never rejoin the Catastrophic Leave Bank unless the unit member is returning from an approved leave of absence or is returning to new employment with the district after leaving district employment.
- d) The contribution, on the appropriate form, will be authorized by the unit member and continued from year to year until cancelled by the unit member. Open enrollment will be from July 1st to October 10th annually.
- e) The contribution by each participating unit member shall be one day of sick leave per year. Members who have withdrawn days may (but are not obligated to) return the same number of days in future years.
- f) There will be no option to give to a specific person.
- g) The Association has the right to apply on behalf of an individual employee.

3) Withdrawal from the Bank

- a) Participants must have used all their sick leave, but not differential leave, available to them before being eligible for a withdrawal from the Bank.
- b) Withdrawal from the Bank shall be granted in units of no more than ten (10) days.
- c) Participants applying to withdraw from the Bank will be required to submit a doctor's statement indicating the nature of the illness and the probable length of absence from

work. Members of the Committee shall keep information regarding the nature of the illness confidential.

- d) No participant may ever receive more than 170 days in total grants per year and all grants shall cease ten (10) days prior to the end of the unit member's work year.
- e) Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits.
- f) If the Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever.
- g) If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank in half-day increments. The amount will be based on the number of participants and the number of days available. Any days remaining will revert to the Association.

4) Indemnification and Hold Harmless

The Association agrees to pay all costs including attorney's fees, of any defense which the District must make of any claims under the terms of this Article, whether in grievance, arbitration, law, or equity. The Association agrees to indemnify and hold the District harmless in respect to any such claims or actions.

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ARTICLE XVIII
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim that there has been a violation, misinterpretation or misapplication of the specific written terms of this Agreement.
2. A grievant is an employee and/or the Association making the claim.
3. A day means any day on which the District's central administrative offices are open for business.

B. INFORMAL LEVEL

Within ten (10) days of the alleged violation, a grievant will informally discuss the claim with his/her principal or supervisor. Following the discussion, a written statement will be signed by both indicating the date that an informal conference took place.

C. FORMAL LEVEL

1. Level I

- a. Within ten (10) days of the informal conference and if no resolution has been reached, the grievant may present a grievance in writing on the appropriate form to his/her principal or supervisor.
- b. It shall be a clear, concise statement of the grievance, citing the specific provisions(s) of the contract alleged to have been violated, the circumstances involved, a copy of the signed written statement indicating that an informal conference was held, the results of the informal conference, and the specific remedy sought.
- c. The principal or supervisor shall provide a written decision to the grievant, within ten (10) working days after receiving the grievance.

2. Level II

- a. If not satisfied with the decision at Level I, the grievant may appeal on the appropriate form to the Superintendent, or designee, within ten (10) days of receiving the decision.
- b. The appeal shall include copies of all information from preceding levels and a clear concise statement of the reasons for the appeal.
- c. The Superintendent, or designee, shall meet with the grievant and attempt to resolve the matter. He/she shall then communicate a written decision to the grievant within ten (10) days of the meeting.

3. Level III

- a. If not satisfied with the decision at Level II, the grievant may, within ten (10) days after receiving the decision, request that the Association submit the grievance to the Advisory Arbitration.
- b. The Association shall notify the Superintendent, within ten (10) days after receipt of the request from the grievant, if they elect to proceed to Advisory Arbitration.

D. ADVISORY ARBITRATION

1. The parties shall select a mutually acceptable Arbitrator.
2. If unable to agree on an arbitrator within ten (10) days of the Association's proceeding to Advisory Arbitration, the grievance shall be submitted to the American Arbitration Association. The parties will then be bound by their rules and procedures.
3. All costs for arbitration services including, but not limited to, per diem, travel and subsistence, and the cost of any hearing room will be borne equally by the District and Association. All other costs will be borne by the party incurring them.
4. The Arbitrator shall render a decision solely on the meaning and interpretation of this Agreement.
5. The Arbitrator shall have no power to add to, subtract from, or modify this Agreement.
6. The Arbitrator's decision will be in writing and will determine fact, reasonings and conclusions solely on the specific grievance issue.
7. The decision of the Arbitrator shall be submitted to the Superintendent and Association President. It shall be kept confidential unless or until submitted to the Board.
8. The decision of the Arbitrator shall be advisory with the Board retaining the final authority.

E. MISCELLANEOUS

1. Any step of this procedure may be waived only by mutual consent.
2. The time limits specified may be modified only by mutual consent.
3. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their knowledge.
4. Failure by either party to respond within this procedure's specified time limits shall automatically cause the grievance to be resolved in favor of the other party.
5. A group grievance is the combining by mutual consent, two (2) or more claims into a single issue for purposes of processing.
6. The Association may initiate a grievance which affects two (2) or more employees at one (1) or more sites at Level II.
7. All documents, communications, and records of any grievance shall be filed separately from personnel files.

8. Nothing shall limit the right of an employee to have a grievance resolved without Association intervention, provided that it is not inconsistent with the written terms of this Agreement.
9. An employee may be represented at all levels of the grievance procedure by him/herself, or may elect to include an Association representative.

ARTICLE XIX
CHILDREN'S CENTER

A. APPLICATION OF ARTICLE

1. This Article is only applicable to unit members who are Children's Center Teachers.
2. Subject matter contained in this Article supersedes provisions of other Articles of this Agreement addressing that subject matter for Children's Center Teachers.

B. OPERATIONS COMMITTEE

1. For each site with a Children's Center, an Operations Committee shall be formed composed of a Children's Center Teachers elected by secret ballot by the teaching staff at each site with a children's center, a representative of the Association, and two representatives of the District.
2. The Operations Committee shall develop operating procedures based upon concerns for equitable treatment and meeting compliance standards for the site, including, but not limited to the establishment and/or modification of:
 - a. a regular meeting calendar
 - b. individual annual calendars
 - c. acquisition and distribution of materials and supplies
 - d. staff meetings
 - e. daily schedules
 - f. program schedules
 - g. staff training
 - h. site budgeting
3. Dispute Resolution
 - a. A violation of the requirements relating to the establishment and requirements of the Operations Committee shall be subject to the grievance procedure, Article XVII.
 - b. A violation of the operating procedures established by the Committee shall be referred to the Operations Committee for resolution.
 1. If the Operations Committee determines a violation, misinterpretation or misapplication of the directives of the operating procedures has occurred, committee members shall work to resolve the violation.

2. If the violation, misinterpretation or misapplication continues, it shall be referred to the Superintendent's designee for resolution. The resolution shall be reported to the Operations Committee with a copy delivered to the Association President.

C. WORKDAY

The workday for Children's Center Teachers shall be eight (8) hours. All Children's Center Teachers shall have a minimum of two (2) ten (10) minute unassigned relief periods each day.

D. WORK YEAR

1. Children's Center Teachers' work year shall be two-hundred and thirty (230) days.
2. Each Children's Center Teacher may carry ten (10) non-duty days into the next work year.

ARTICLE XX
FULL INCLUSION

A. GENERAL PROVISIONS

1. Unit members with one (1) or more fully included students in their classroom shall be supported by the District as defined by the goals and objectives of each individual, fully included student's Individualized Educational Program (IEP). Items for support may include, but shall not be limited to: the use of instructional assistants, resources for supplies and equipment, additional planning time, and access to specialized training.
2. Unit members with one (1) or more fully included student in their classroom will be provided specialized training necessary to successfully implement the IEP for each fully included student. Training, mutually agreed upon by the employee and the Director of Special Services, shall be accomplished by release time or compensated at the summer school hourly rate.

B. SAFETY

1. Unit members shall not be required to perform ongoing specialized health care procedures, dispense medication or be responsible for the personal hygiene and physical needs of students, such as: diapering, lifting or feeding.

ARTICLE XXI

SALARY

- A.** The previous Children's Center Teacher and Children's Center Teacher II salary schedules shall be combined into one new salary schedule, Combined Children's Center Teachers. Those Children's Center Teachers who have been paid from the 1990-91 Children's Center Teacher schedule shall be Y-rated at the salary level they received in 1990-91 until such time as their placement on the Combined Children's Center Teacher salary schedule is equal to or exceeds their current rate of pay.
- B.** For payroll purposes only, all employees, except Preschool and Children's Center employees, shall have an hourly rate of 1/7 of their daily rate.
- C.** The Summer School and intersession rates are \$30.00 per hour.
- D.** Required additional workdays shall be paid at the employee's daily rate.
- E.** The district salary schedules for unit members are attached to the agreement as appendixes:
- Appendix A: K-6, Nurses, Speech Therapists, Counselors, Behavior Specialists, Reading Coaches, Schoolwide Effectiveness Coordinators, Curriculum Associates, Learning Coordinators, RSPs and Compensatory Education Teachers Salary Schedule.
 - Appendix B: Preschool Salary Schedule
 - Appendix C: Children's Center Salary Schedule
 - Appendix D: Psychologists/Outreach Consultants Salary Schedule

R 09/04

ARTICLE XXII
SALARY SCHEDULE PLACEMENT

A. INITIAL PLACEMENT

1. Any teacher first employed after July 1, 1996 will be given initial credit for outside experience based on applicable year for year experience up to a maximum of six (6) years during the previous eleven (11) years.
2. Any teacher first employed after July 1, 1997 will be given initial credit for outside experience based on applicable year for year experience up to a maximum of seven (7) years during the previous twelve (12) years.
3. Children's Center & Preschool Employees
 - a. Incumbent personnel will be given credit for years of service in their present position in the North Sacramento School District.
 - b. New personnel will be given credit of two (2) years outside comparable experience, credited as one year's District experience. Maximum of four (4) years outside experience credited.
 - c. Personnel holding a Bachelor's Degree will be given credit on the current salary schedule for (1) units earned after the degree but prior to employment and (2) approved units earned since employment in the District. No retroactive compensation will be granted.
4. Psychologists/Outreach Consultants
When first employed, a Psychologist/Outreach Consultant shall be given credit for "outside" experience on the following basis:
 - a. Year-for-year credit for the first three (3) years during the last ten (10) previous years.
 - b. One (1) year's credit for each additional two (2) "outside" years of teaching experience, to a total of seven (7) years prior experience during the last ten (10) years.
5. All employees must submit verification of units completed, by official transcript within ninety (90) days of employment to receive salary adjustment for the current school year.

B. SALARY SCHEDULE MOVEMENT

1. Movement from class-to-class within a position designation shall depend on acquisition of a prior approved number of units required for each class.
2. All units must have a grade of "C" or better, or "Pass", in classes graded on the "Pass-Fail" system, and must have been earned in an accredited institution as shown by the United States Department of Education.

3. Verification of units completed and grades received, by official transcript, is required by October 15, if units are to apply to the current year. Units verified after October 15 will be credited the pay period following receipt of official transcripts.
4. Requirements for courses to be pre-approved shall be in accordance with district policy.
5. Movements from step-to-step within a class shall be on the basis of working at least seventy-five percent (75%) of the prior school year.

R 09/04

ARTICLE XXIII
EMPLOYEE BENEFITS

- A.** The Association will appoint representative(s) to take part in the preliminary meetings with the insurance broker(s) held in the spring of each year.
- B.** Full time (defined for purposes of the Article as being in paid status 26.25 hours per week or more) shall be eligible to participate in the District-offered major medical, dental, prescription, vision and life insurance plans on a prorated basis up to a maximum of \$4,800 beginning with the 2001/2002 school year.
- C.** Part-time employees (defined for purposes of this Article being in paid status less than 26.25 hours per week, but 17.5 hours per week or more) shall be eligible to participate in the District-offered major medical, dental, prescription, vision, and life insurance plans on a prorated basis up to a maximum of \$2,400 beginning with the 2001/2002 school year.
- D.** An IRS Section 125 Plan shall be made available to all employees for Medical Premium Conversion, Medical Reimbursement and Child/Dependent Care.
- E.** Eligibility for District contributions (as defined in A & B above) once achieved in a fiscal year shall not be reduced during that year despite the fact the hour-per-week qualification may change.
- F.** The District will permit its retired employees to remain in the District-offered health plan of their choice and for which they are eligible at their own expense. Arrangements for payment shall be made with the Business Office.
- G.** When an employee is on an approved leave of absence, the District will permit the employee to remain in the District offered health plan of their choice and for which they are eligible at their own expense. Arrangements for payment shall be made with the Business Office.
- H.** The District will permit the surviving spouse of an employee to remain in the District offered health plan of their choice and for which they are eligible at their own expense. Arrangements for payment shall be made with the Business Office.
- I.** It is understood that the parties will abide by whatever rules and regulations are specified by the insurance carriers/administrators.
- J.** Beginning July 1991, the District shall fund from Lottery allocations employer Medicare contributions for all certificated employees hired prior to April 1, 1986, who made the decision for coverage.
- K.** Every unit member, except psychologists, nurses, and counselors, shall have \$50.00 available annually as a teacher supply "buy out" fund for instructional supplies and materials.

ARTICLE XXIV

EARLY RETIREMENT INCENTIVE PLANS

A. EARLY RETIREMENT

The conditions of eligibility and benefits to full-time employees are as follows:

1. Participation shall be at the option of the employee and with approval of the District.
2. After starting Early Retirement, any employment with the District shall be limited to day-to-day substitute work.
3. The employee must have reached his/her 55th birthday prior to July 1 of the year he/she elects to retire early.
4. The employee must have rendered ten (10) years of credited service to the District immediately prior to retirement. The District may consider fewer years of service under special circumstances.
5. The employee must submit his/her letter of intent for early retirement to the Superintendent's Office no less than ninety (90) days prior to the employee's early retirement date.
6. Verification must be established by the District that the employee has filed his/her application for regular retirement benefits, not a disability allowance, with the State Teachers' Retirement System.
7. The District will pay for the premium costs for employee benefit coverage for the retiree, not to exceed the total dollar amount allotted for employee benefit coverage to full-time employees in service with the District during the period of his/her participation in this program.
8. The period of employee benefit coverage shall not exceed ten (10) years and shall terminate the month following the employee's 65th birthday.
9. The employee must be a member of a benefit plan that does not exclude retired employees, and must also have been a member of that benefit plan for the time specified in the plan to qualify for benefits as a retired employee of the District.
10. Subject to the provisions of the benefit plan, the employee may elect to include his/her spouse in the insurance coverage provided the employee pays the additional premium.
11. Failure of the retired employee to meet payment dates for the spouse's coverage will automatically cancel the spouse's coverage.
12. Any retiree whose employment or eligibility status violates the provisions specified in this article shall be automatically disqualified from receiving further benefits under this program.
13. The parties will abide by whatever rules and regulations are specified by the insurance carriers/administrators.

B. PHASE-IN RETIREMENT PROGRAM

1. The District shall make available to full-time employees pre-retirement benefits and employment opportunities which will enable employees to consider reducing their workload to half-time employment before taking their retirement.
2. Participation in the program shall be at the option of the employee and with approval of the District.
3. The program shall not extend beyond five (5) years or the end of the school year during which the employee reaches his/her 65th birthday, whichever comes first.
4. Eligibility is ten (10) years of service in the District, including full-time continuous employment within the immediate preceding five (5) years, as defined by law.
5. Any type of service in the District that requires full employee contribution to STRS shall be considered as service time.
6. The employee must have reached the age of 55 prior to reduction in workload.
7. Once electing to participate in this program, a person may not return to regular employment in the District.
8. The employee shall make application at least one (1) semester prior to the expected implementation date. Waiver of this time requirement shall be only at the option of the District.
9. While participating in this program, the employee shall receive employee benefits in the same manner as a full-time employee.
10. The employee's salary shall be one half (1/2) of his/her placement on the salary schedule. Regular increments shall apply.
11. Employee and employer shall make STRS contributions as required by STRS for full-time employment.
12. Voluntary salary deductions will be permitted as for full-time employees.
13. Sick leave shall be earned on a prorated basis. Unused sick leave shall accumulate until termination of participation in this program.
14. Employees participating in this program are covered under Worker's Compensation and State Unemployment Insurance.
15. After admission into this program, the responsibility for subsequent job placement rests with the District.

C. GOLDEN HANDSHAKE

A committee of three (3) members appointed by the Association and three (3) members appointed by the District shall be formed to study and make recommendations concerning the feasibility and, if applicable, the timing of implementation of the Golden Handshake Program, that program defined by Education Code Section 22714, in the District.

ARTICLE XXV
RETIREE MEDICAL SUPPLEMENT

A. INTENT

The intent of this provision is to provide a monetary supplement, in lieu of Medicare/Medi-Cal for certificated Retired Employees not currently eligible under Federal or State Law.

B. ELIGIBILITY

Employee eligibility is subject to all of the following:

1. Reached 65th birthday.
2. Completed a minimum of fifteen (15) continuous years of paid service in the North Sacramento School District within a ten (10) year period prior to age 65.
3. Receiving retiree's benefits from STRS.
4. Be enrolled in District offered health insurance/medical coverage.

C. BENEFITS

1. A retired employee shall receive a \$100 monthly credit which shall be applied solely to maintaining medical coverage through District offered health insurance.
2. The parties acknowledge that benefits made available are monetary only, and are not necessarily intended to fully compensate a retiree for the cost of medical coverage.

D. BENEFIT TERMINATION

Individual Eligibility for benefits ceases if:

1. Retired employee fails to pay District for employee portion of health insurance/medical coverage premium.
2. Retired employee becomes eligible for medicare coverage.
3. Retired employee dies.

E. GENERAL

1. It is understood and agreed that the parties are not negotiating for retired employees. The benefits provided are prospective, not retroactive, and are available only to current employees who become eligible after ratification of this provision by the parties.
2. In the event any District health insurance/medical coverage is modified for current employees, such modifications shall apply to all retirees receiving benefits under this provision.
3. It is understood and agreed that the parties will abide by whatever rules and regulations are specified by the insurance carriers/administrators.
4. The funding for this provision shall be \$3000 per year. This language is a continuation of current intent, and is reflective of the current funding level for this program.

F. DURATION

1. This provision shall become effective July 1, 1988, and automatically terminate when:

- a. Employee and/or retired employees become eligible for or if any coverage becomes available under Federal or State Medicare/Medi-Cal program.
- b. The State discontinues allocations of Lottery funds to public schools.

ARTICLE XXVI
SEVERABILITY

- A.** If during the life of this Agreement, there exists any applicable law or any other applicable rule, regulation, or order issued by governmental authority other than the District which shall render invalid or restrain compliance with or enforcement of any provision of this Agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect.
- B.** Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

ARTICLE XXVII

WAIVER

- A.** During the term of this agreement, the Association and the District both expressly waive and relinquish the right to meet and negotiate. Neither the Association nor the District shall be obligated to meet and negotiate with respect to any subject or matter, whether referred to or covered in this agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XXVIII

PEER ASSISTANCE AND REVIEW PROGRAM

The North Sacramento Education Association and the North Sacramento School District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to or who volunteer for the Peer Assistance and Review Program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard.

THE JOINT COMMITTEE

RULES AND PROCEDURES

The Joint Committee (JC) serves as the governing body for the program and determines program guidelines that are consistent with the terms of the Collective Bargaining Agreement. The JC shall consist of seven members, four of whom are certificated classroom teachers selected by the Association and three of whom are certificated administrators selected by the District. The Association members shall compose the majority of the Committee. Beginning with the 2001/2002 school year, initially the Joint Committee members will serve a two-year term with the option of being renewed. It is the intent that no more than 50% of the committee will be replaced annually.

A. MEETINGS

1. The JC shall establish its own meeting schedule. To meet, a majority of the members from each group must be present.
2. The Committee shall annually select a chairperson for the Committee, who shall in alternate years be from among the Association and Administrative members.
3. Minutes shall be provided for the JC members and provided for governmental agencies as required.

B. RESPONSIBILITIES

1. Adopt Rules and Procedures to effect the provisions of this article. Said Rules and Procedures will be consistent with the provision of this Agreement and to the extent there is an inconsistency, the Agreement will prevail.
2. Develop timelines consistent with the Evaluating Procedures.
3. Select trainers and/or training providers.
4. Develop all required forms.
5. Distribute copies of the adopted Rules and Procedures to all bargaining unit members and administrators on an annual basis.
6. Send written notification of participation in the PAR program to the Referred Participating Teacher (RPT), the Consulting Teacher (CT), and the site evaluator.
7. Review documentation submitted by the CTs.
8. Make recommendations to the Governing Board regarding the RPT's progress in the PAR Program.
9. Evaluate the impact of the program and make recommendations to improve the program on an annual basis.
10. Recommend the number of CTs in any school year based upon the number participating in the PAR Program, the budget available, and other relevant considerations. A minimum of three CTs will be selected for the first year of implementation.
11. Establish a procedure for application and selection of the CT which includes classroom observations.
12. Select the CTs by a majority vote.
13. Provide training for CT prior to the CTs' participation in the program.
14. Notify the Participating Teacher (PT) of the available CTs.

C. COMPENSATION OF THE PANEL MEMBERS

A budget will be developed by the JC which includes the funding of: stipends, travel, supplies and conferences. In addition to the regular salary, members of the JC shall receive a stipend of \$39.50 per hour for all work beyond the regular workday and/or year except for administrators. If funds designated by the state for Peer Assistance and Review are reduced for any reason, the Peer Assistance and Review Program shall be reduced accordingly.

D. CONFIDENTIALITY OF MATERIALS

All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential subject to the following exceptions:

1. The requested documents shall be made available in response to a subpoena or order of the court;
2. The final report for the RPT shall be placed in the personnel file;
3. The results of the RPT's participation in the PAR program shall be made available as part of the evaluation.

E. DISTRICT'S DUTY TO INDEMNIFY

The District shall defend and hold harmless individual panel members and CTs from any lawsuit or claim arising out of the performance of their duties under this program as provided by Education Code 44503(c).

CONSULTING TEACHERS

A Consulting Teacher (CT) is a teacher who provides assistance to a Participating Teacher (PT) pursuant to the PAR program. The qualifications for the CT shall be set forth in the Rules and Procedures of the Joint Committee (JC). The minimum qualifications are:

1. A credentialed classroom teacher (K-6, Special Education, Compensatory Education) with permanent status.
2. A permanent teacher of the District with at least five (5) years of experience as a teacher in the District with the past two years experience in the classroom.
3. Said teacher shall demonstrate exemplary teaching ability, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students.
4. The applicant is required to submit a minimum of three references from individuals with specific knowledge of his or her expertise to include:
 - a. A letter of recommendation from an administrator, and
 - b. Two letters of recommendation with at least one from a classroom teacher at a site where the applicant has worked.

- In addition to the regular salary, each CT shall receive \$100 per month and \$39.50 per hour for all work beyond the workday and/or work year not to exceed \$7,000 per year. Funds for mileage and substitutes will be available and \$200 will be allotted for materials. Each CT shall be provided release time as needed.

- Functions performed pursuant to this article by bargaining unit employees shall not constitute either management or supervisory functions. A teacher may not be appointed to an administrative position in the District while serving as the CT or for two (2) years after serving as a CT. The CT shall maintain all rights of bargaining unit members.

A. DUTIES OF THE CONSULTING TEACHER

1. Upon selection by a Referred Participating Teacher (RPT), the CT will arrange a meeting to be attended by the evaluator, the RPT and the CT. The employee's performance will be discussed, as well as recommendations for improvement. Based on these discussions, the

CT will prepare a plan which will list the goals, objectives and timelines for improvement. The JC will review and approve said plan and provide such modifications to the plan as is necessary.

2. Each CT shall have responsibility for no more than 2 RPTs.
3. The CT shall conduct multiple observations of the RPT during classroom instruction, and shall hold both pre-observation and post-observation conferences.
4. The CT shall monitor the progress of the RPT and shall provide periodic written reports to the RPT for discussion and review.
5. The CT shall maintain a written log of contacts and specific support given to each Referred Participating Teacher (RPT) for review by the JC. The CT shall maintain a timesheet for VPT contacts.
6. The CT, the evaluator and the RPT shall meet as needed.
7. The CT shall continue to provide assistance to the RPT and make recommendations to the joint committee. Recommendations shall include but not be limited to: demonstration of satisfactory improvement; demonstration of improvement but recommendation for a second year of Peer Assistance; or failure to demonstrate satisfactory improvement. A copy of the CT's report shall be submitted to and discussed with the RPT to receive his or her input and signature before it is submitted to the JC. The RPT's signing of the report does not necessarily mean agreement, but rather that he or she has received a copy of the report. The CT shall submit a final report to the JC.
8. The results of the RPT's participation in the PAR program shall be made available for placement in his or her personnel file and may be used in the evaluation of the RPT.
9. The CT may be called upon to assist new teachers in the event that they do not have two RPTs.
10. The District agrees to indemnify and provide a defense for the CT against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from the CT's participation in PAR. The District will select the attorney and pay legal costs and fees in such actions.

B. SELECTION AND TERM OF THE CONSULTING TEACHER

- CTs shall be selected by a majority vote of the JC following the application and selection process, which will include classroom observations.
- The term of the CT shall be two years. The Joint Committee may extend the Consulting Teacher's term for an additional two years. The Consulting Teacher would be required to submit a request to extend the term.

PARTICIPATING TEACHERS

Participating Teachers (PTs) are comprised of two categories: those referred by their evaluator and those volunteering. Priority will be given to the Referred Participating Teachers (RPTs) before the Volunteer Participating Teachers (VPTs). Any PT may select a Consulting Teacher (CT) from the available CTs. An alternate CT may be selected to work with the PT at any time during the process when requested by either party. Any PT has the right to be represented throughout these procedures by the Association.

A. REFERRED PARTICIPATING TEACHER

1. The Referred Participating Teacher (RPT) is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his or her teaching performance as a result of an unsatisfactory final evaluation. The specific criteria, which determine an unsatisfactory evaluation, is included in the collective bargaining agreement. The term of this assistance shall normally be for one (1) year, and may be extended to a second year.
2. The RPT shall be provided release time as recommended by the CT and approved by the JC.
3. The RPT shall have the right to submit a written response to the CT's report within twenty (20) days of receipt and have it attached to the final report. The RPT shall also have the right to request a meeting with the JC and to be represented at this meeting by the Association.
4. Areas of need that do not constitute subject matter knowledge or teaching strategies shall not generate a referral to the PAR Program. Examples of such areas of need are habitual tardiness or excessive absences.
5. It is essential that the Due Process Rights of the RPT are protected at all times and that a Checklist be developed that reflects each step in the process.
6. The term of this assistance shall normally be fore one (1) year, and may be extended to a second year.

B. VOLUNTEER PARTICIPATING TEACHER

1. A teacher may volunteer to participate in the PAR program with priority being given to permanent teachers. The purpose of participation in the PAR program for the Volunteer Participating Teacher (VPT) is for peer assistance only and the CT shall not participate in a performance review of the VPT. The VPT may terminate his or her participation in the PAR program at any time.
2. All communication between the CT and the VPT shall be confidential and shall not be shared with others without the written consent of the VPT.

ROLE OF THE EVALUATOR

The evaluator shall:

1. Refer teachers who receive "Unsatisfactory Evaluations" to the JC.

2. Form a cooperative relationship with the CT with respect to the process of peer assistance and review. The CT, RPT and evaluator shall meet together in a mutually agreed upon time to exchange information.
3. Continue to evaluate teachers according to the Stull Evaluation.
4. May use the CT's Final Report in their evaluation.

The entire PAR program will not be subject to the grievance process, but rather will be handled through legal channels.

R 05/06

ARTICLE XXIX

DURATION

- A.** This Agreement shall become effective upon ratification by both parties and shall continue in effect until June 30, 2007.
- B.** For the 2007/2008 school year, re-openers shall be limited to:
 - Salary and Benefits
 - and two Articles per side
- C.** The Association shall commence the negotiations process to amend this Agreement no earlier than March 1, 2007.

R 06/07

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APPENDICES A, B, C

SALARY SCHEDULES

(Please refer to the district web site at www.nssd.k12.ca.us for the current salary schedules.)

APPENDIX D

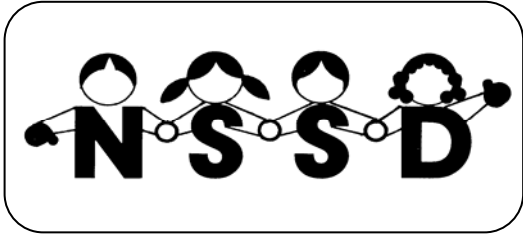
**EVALUATION
DOCUMENTS**

(Please contact the Human Resources Department regarding Evaluation Documents.)

APPENDIX E

**PAR SIDE
AGREEMENT**

(Please contact the Human Resources Department regarding the PAR Side Agreement.)



**NORTH SACRAMENTO SCHOOL DISTRICT
2007-2008 SALARY SCHEDULE
(2006-2007)**

TEACHERS – K-8, NURSES, SPEECH THERAPISTS,
COUNSELORS, BEHAVIOR SPECIALISTS, READING
COACHES, SCHOOLWIDE EFFECTIVENESS COORDINATORS,
CURRICULUM ASSOCIATES, LEARNING COORDINATORS,
RSPs AND COMPENSATORY EDUCATION TEACHERS
PHYSICAL EDUCATION TEACHERS

STEP	CLASS I (NO CREDENTIAL)	CLASS II B.A.	CLASS III B.A. + 30	CLASS IV B.A. + 45	CLASS V B.A. + 60	CLASS VI B.A. + 75
1.	\$36,911	\$39,691	\$39,697	\$39,700	\$42,549	44,142
2.	37,280	40,089	40,755	42,549	44,142	46,439
3.		40,490	43,139	44,754	46,439	48,395
4.		40,895	44,959	46,650	48,395	50,211
5.			46,650	48,395	50,211	52,095
6.			48,395	50,211	52,095	54,048
7.			50,211	52,095	54,048	56,077
8.			52,095	54,048	56,077	58,178
9.			54,048	56,077	58,178	60,359
10.			56,077	58,178	60,359	62,620
11.				60,359	62,620	64,971
12.					64,971	67,410
13.						69,616
14.						70,312
15.						71,016
16.						71,724
17.						72,444
18.						73,168
19.						73,898
20.						74,637
21.						75,384
22.						76,137
23.						76,900
24.						77,526
<i>Applies to unit members who have attained Step 28 by June 1, 1999:</i>						
28.						80,637

INITIAL PLACEMENT

When first employed, a teacher will be given credit for "outside" experience on the following basis:

- Any teacher first employed **after July 1, 1997** will be given initial credit for outside experience based on applicable year-for-year experience up to a maximum of seven (7) years during the previous twelve (12) years. Maximum entry placement Class VI, Step 8.
- New employees must submit verification of units completed, by official transcript, and official letters of prior experience, within ninety days of employment to receive salary adjustment for the current school year.

PROFESSIONAL GROWTH

- A. Movement from class to class within a position designation shall depend on acquisition of a prior approved number of units required for each class.
- B. All units must have a grade of "C" or better, or "Pass", in classes graded on the "Pass-Fail" system, and must have been earned in an accredited institution as shown by the United States Department of Health, Education and Welfare.
- C. Verification of units completed and grades received, by official transcript are required by October 15, if units are to be effective retroactive to the beginning of the school year.
- D. Requirements for courses to be approved are contained in District Policy #4131.
- E. Movements from step to step within a class shall be on the basis of working at least seventy-five percent of the prior school year.

WORK YEAR

Work year: 183/184 days