

TENTATIVE AGREEMENT-01-2014

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

2 4.1 General Responsibilities of Members:

3 4.1.1 The District will designate specific days each school year for Elementary
4 School teacher conferences. Secondary School Members will
5 participate in staff development on the Elementary Schools parent-
6 teacher conference days. All Members who teach at Elementary
7 Schools and Members who teach grades 5-6 shall have two full days to
8 conduct parent conferences. The two days to conduct parent
9 conferences shall be determined by the calendar committee. Whether
10 Members who teach 7th and 8th grade students will conduct parent
11 conferences shall be determined by the Principal in consultation with the
12 Site Leadership Team. Exceptions to the above may occur at
13 Opportunity Schools, Alternative Schools, Charter Schools and other
14 special and pilot programs. Whenever the term "parent" is used in this
15 Article, said term includes a student's legal guardian. Members are
16 responsible for regular communication with parents to keep them aware
17 of the:

- 18 a. Goals and objectives of the instructional program for their
19 students;
- 20 b. Progress of the individual student in pursuit of the class
21 objectives;
- 22 c. Special needs or problems of students as observed by the
23 Member; and
- 24 d. Special accomplishments of students.

25 4.1.2 In addition to communicating the purposes and expectations of the
26 instructional program, each Member is responsible for a reasonable
27 attempt to keep parents informed regarding the progress of their
28 student(s).

- 29 a. Each Member shall provide parents with objective evidence of
30 their student's progress at each grading period.

TENTATIVE AGREEMENT-01-2014

1 b. Parents of students who are doing unsatisfactory work or failing
2 to meet other expectations of the Member, are to be notified
3 when that condition becomes apparent to the Member.

4 Members should make every reasonable effort to obtain parent
5 support and involvement to assist in resolving the student's
6 problems.

7 c. Before assigning a student a failing grade, a Member will make
8 a reasonable effort, in a manner approved by a Principal or
9 Administrator, to alert the parents in advance to the student's
10 academic problems that are leading to the failing grade. If
11 unusual circumstances do not allow for such advance
12 notification, the failing grade must be approved by the Principal
13 or Administrator and a reasonable effort must be made by the
14 Member to report to the parent that the student is receiving a
15 failing grade.

16 4.2 Work day:

17 4.2.1 The normal teaching assignment at Secondary Schools shall be the
18 equivalent of five (5) teaching periods and one (1) period for
19 preparation. For Elementary Schools on Monday, Tuesday, Thursday
20 and Friday there shall be at least three hundred and twenty five (325)
21 minutes per day of direct student instruction with the exception of K-8
22 schools which shall be at least three hundred and sixty (360) minutes
23 for grades 7-8. Exceptions to the above may occur at Opportunity
24 Schools, Alternative Schools, Charter Schools, Community Day Schools
25 and other special and pilot programs.

26 4.2.2 Elementary and Secondary Schools shall have a Late Start Wednesday
27 which will be used for activities that will lead to increased student
28 achievement, including but not limited to faculty meetings, professional
29 learning community meetings, professional development, grade level
30 planning activities, subject area planning activities, articulation activities,
31 and collaboration activities, as assigned by the Principal or site

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

1 administrator, in consultation with the School Site Leadership Team.

2 The student contact day on Wednesday shall commence eighty-five
3 (85) minutes later for Elementary Schools and one hundred and twenty
4 (120) minutes later for Secondary Schools with the exception of 7-12
5 and 9-12 schools which shall commence eighty-five (85) minutes later
6 on Wednesday. Exceptions to the above may occur at Opportunity
7 Schools, Alternative Schools, Charter Schools, Community Day Schools
8 and other special and pilot programs.

9 4.2.3 The work day for a Member placed on salary schedule five (5) shall be
10 seven and one-half (7½) hours, including a thirty (30) minute duty-free
11 lunch.

12 4.2.4 The work day for a Member on salary schedule two (2) shall be eight (8)
13 hours, including a thirty (30) minute duty free-lunch.

14 4.2.5 Flexible schedules for all members on salary schedules 2, 5, and 6 may
15 be arranged with the Principal or Program Administrator.

16 4.2.6 The District may implement a Flex schedule in Secondary Schools. The
17 Parties agree to meet and confer on a Flex schedule prior to the
18 implementation of a Flex schedule by the District. The Flex schedule
19 may consist of seven (7) periods or more per day. Members who teach
20 in Secondary Schools who choose to teach an extra academic period in
21 a class approved by school administration, will be entitled to an
22 additional payment of \$40.00 per period taught (\$3,600 per semester or
23 \$7,200 per year). Members in Secondary Schools will not be required to
24 involuntarily teach more than the equivalent of five (5) standard
25 academic periods to implement a flex schedule.

26 4.2.7 A Member shall work each day as assigned by the Member's Principal
27 or administrator. Each day shall include the following:

- 28 a. A lunch break of thirty (30) duty free minutes. The Principal or
29 Supervisor shall organize the Member's schedule in such a
30 manner that each Member has a thirty (30) minute duty free
31 lunch each day; any interruption of the thirty (30) minutes by the

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

1 administration or designee will result in the Member being given
2 an additional duty free amount of time equivalent to the
3 interruption, as soon as possible on the same day. Members
4 shall not be required to stand noon duty during the students'
5 lunch-recess period, unless needed because a situation arises
6 as determined by the Principal or designee (e.g. emergency,
7 weather related issues).

8 b. On Mondays, Tuesdays, Thursdays and Fridays, Members who
9 work in Elementary Schools shall report for duty twenty (20)
10 minutes prior to commencement of the normal instructional day.
11 On Late Start Wednesdays, Elementary School Members shall
12 report to school twenty (20) minutes before the beginning of the
13 normal Monday through Friday school start time. On Mondays,
14 Tuesdays, Thursdays and Fridays, Members who work in
15 Secondary Schools shall report for duty ten (10) minutes prior to
16 the commencement of the normal instructional day. On Late
17 Start Wednesdays, Members who work in Secondary Schools
18 shall report to school ten (10) minutes before the beginning of
19 the normal Monday, through Friday school start time.

20 4.2.8 A part-time Member's compensation will be based on the hours of the
21 part-time Member's work day as a percentage of a regular work day.

22 4.2.9 Site administrators will reasonably and equitably require Members, as
23 part of their professional and contractual obligations, to participate in
24 curricular and instructional school duties, in the supervision, control, and
25 advisement of students, including Individualized Educational Plan
26 meetings, Section 504 meetings and Student Study Teams, and in
27 conferring with and advising parents, including back to school night and
28 open house.

29 4.2.9.1 The District will pay Members for the following additional after-
30 school duties at the rate of \$30.00 per hour:

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

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

11 4.2.9.2 Members may be paid \$50 per ½ day and \$100 per full day
12 for summer workshops, unless there is a stipend rate that
13 covers that assignment, or a grant rate, which shall apply
14 instead.

15 4.2.9.10 Site administrators will also reasonably and equitably distribute
16 required participation in adjunct duties, in consultation with the School
17 Leadership Team. Members will not be involuntarily required to
18 participate in more than twenty (20) hours per school year of adjunct
19 duties, except for participation in the School Leadership Team, which
20 shall be sufficient to satisfy the mandatory adjunct duty requirements.

21 4.2.9.11 Members may be requested to attend District sponsored programs,
22 workshops, seminars, and conferences related to their fields, or to
23 represent their disciplines and/or the District at other professional
24 conferences. Attendance at the above conferences, seminars, and
25 workshops shall be on a voluntary basis unless release time has been
26 arranged by the District. At such events, Members are responsible for
27 representing the District and their schools in the community and for
28 helping to create and maintain a positive image of the District, school
29 and profession which are during the course and scope of their
30 employment.

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TENTATIVE AGREEMENT-01-2014

1 4.3 Preparation Time:

2 4.3.1 All Elementary School Members will have fifty (50) minutes of
3 continuous preparation time on Late Start Wednesdays which shall
4 commence twenty (20) minutes before the normal school start time on
5 non- Late Start Wednesdays. The primary intent of preparation time is
6 that it will be used by the Member for planning and preparation for
7 curricular and instructional activities. Exceptions to the above may
8 occur at Opportunity Schools, Alternative Schools, Charter Schools
9 and other special and pilot programs.

10 4.3.2 Preparation periods for Secondary School Members and 7th and 8th
11 grade Members on K-8 sites shall be equal to at least one full student
12 period and shall be proportionately adjusted to modified schedules.
13 The primary intent of preparation time is that it will be used by the
14 Member for planning and preparation for curricular and instructional
15 activities. Exceptions to the above may occur at Opportunity Schools,
16 Alternative Schools, Charter Schools and other special and pilot
17 programs.

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

22 4.4 The Special Education and ~~Student Services~~ Department may provide a limited
23 amount of substitute support to Special Education staff when the school site has
24 determined a need to hold Individualized Educational Plans and Section 504
25 meetings during the school day. A form to request these services must be
26 completed, submitted and approved by the Special Education and ~~Student~~
27 ~~Services~~ Department prior to the Department providing the substitute support.

28 4.5 Substituting:

29 4.5.1 Secondary School Members may be asked to serve as a substitute
30 during his/her preparation period, when no substitute is available.
31 Members have the right of refusal. Principals will first ask for

TENTATIVE AGREEMENT-01-2014

1 volunteers and if no volunteer is available, will make the assignment on
2 a rotating basis. Members who serve as substitutes shall be paid the
3 substitute rate of forty dollars (\$40) per period. Only Members who
4 have a preparation period qualify for this substitute rate.

5 4.5.2 In Elementary Schools, if no substitute teacher is available, Principals
6 will make every effort not to place students in other Member's
7 classrooms. However, in the event a substitute teacher cannot be
8 located, students may be placed in another Member's classroom. The
9 District will adopt criteria governing the placement of students when
10 sufficient substitutes cannot be obtained.

11 4.6 Sixth (6th) Period Assignment:

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

19 4.6.1 All sixth period teaching assignments shall be paid monthly.

20 4.7 Student Minimum Days:

21 4.7.1 A student minimum day consists of two hundred and forty (240)
22 instructional minutes at Elementary Schools and two hundred and fifty
23 five (255) instructional minutes at Secondary Schools.

24 4.7.2 For Members at Elementary and Secondary School sites, student
25 minimum days shall be scheduled for the last student day before
26 Labor Day, the last student day before Winter Break, the last student
27 day before Spring Break and the last day of school for grades K-12.
28 At Secondary Schools, the District may provide student minimum days
29 for administration of the California Standards Test and for semester
30 finals. **Exceptions to the above may occur at Opportunity Schools,**

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

1 **Alternative Schools, Charter Schools and other special and pilot**
2 **programs.**

3 4.8 **Student Shortened Days:**

4 4.8.1 For Members at Elementary School sites, there shall be four (4)
5 student shortened days on Monday, Tuesday, Thursday and Friday
6 during the third trimester in order to conduct Spring parent
7 conferences. A student shortened day consists of a day that ends
8 sixty (60) minutes before the end of a normal student instructional day.
9 Parent conferences in the third trimester shall be conducted at a
10 minimum for students who are assessed by the Member as far below
11 basic, below basic, or who are at risk of retention, for all students who
12 did not receive a parent conference for the first trimester, and for all
13 students whose parents request a conference.

14 4.9 **Association Business:**

15 4.9.1 The Association President, Officers and Representatives, shall be
16 released at the end of the instructional day as necessary to attend
17 scheduled Association meetings. The Association President shall give
18 prior notice to the Superintendent or his/her designee of each meeting
19 date. The Association President, Officers and Representatives shall
20 also be released in accordance with and to the extent required by the
21 EERA.

22 4.9.2 The Association President shall be allowed to use his/her preparation
23 period for Association business as necessary, with prior notice to the
24 principal or site administrator of the President.

25 4.9.3 The Association President or his/her designee shall be allowed a total
26 of ninety (90) days of release time to conduct Association business.

27 4.9.3.1 A Member serving as Association President who is assigned
28 in a Secondary School is entitled to be released for a
29 maximum of three (3) periods per school day, one period of
30 which will be his/her preparation period, to conduct
31 Association business. If a Member serving as President

TENTATIVE AGREEMENT-01-2014

1 teaches an Elementary School class, or is assigned in any
2 configuration (e.g. a self-contained classroom) that does not
3 allow for release time as stated above, the District and the
4 Association agree to meet and negotiate how the release
5 time will be allocated, so that impacts on student learning
6 are minimized.

7 4.9.3.2 All release time must be used in an educationally sound
8 manner that does not detract from student learning. The
9 Association shall pay for all costs incurred by the District in
10 affording the Association President and/or designee up to a
11 total of ninety (90) days release time.

12 4.9.3.3 The Association shall give notice to the Associate
13 Superintendent of Human Resources or his/her designee no
14 later than June 15 of each year of its intention for the use
15 and allocation of release time for the forthcoming school
16 year.

17 4.10 Work Year:

18 4.10.1 Instructional Year:

19 4.10.1.1 There shall be **one hundred and seventy seven (177)** one
20 ~~hundred and seventy five (175)~~ instructional days in a work
21 ~~year. for the 2010-2011, 2011-2012, and 2012-2013 school~~
22 ~~years or until restored pursuant to the Restoration language~~
23 ~~in paragraph 14.9. Should any of the one hundred and~~
24 ~~seventy five (175) instructional days be postponed or~~
25 ~~canceled for any reason, Members shall make up those days~~
26 ~~as scheduled by the District at no additional cost to the~~
27 ~~District. Exceptions to the above may occur at Opportunity~~
28 ~~Schools, Alternative Schools, Charter Schools and other~~
29 ~~special and pilot programs.~~

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

1 4.10.1.2 Changes in the instructional year may only occur after
2 consultation with the Association and approval of the Board
3 of Trustees, except in cases where an emergency arises.
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6 4.10.2 Days in Work Year:

7 4.10.2.1 Members who are placed on salary schedules one (1)
8 and five (5) will be required to work **186 days**. ~~181.5 days for~~
9 ~~the 2010-2011, 2011-2012 and 2012-2013 school years.~~

10 4.10.2.2 Classroom teachers new to the District will be required to
11 work **187 days**. ~~182.5 days for the 2010-2011, 2011-2012~~
12 ~~and 2012-2013 school years.~~

13 4.10.2.3 Members who are placed on salary schedule two (2) will be
14 required to work **189 days**. ~~184.5 days for the 2010-2011,~~
15 ~~2011-2012 and 2012-2013 school years.~~

16 4.10.2.4 Members who are placed on salary schedule six (6) will be
17 required to work **198 days**. ~~193.5 days for the 2010-2011,~~
18 ~~2011-2012 and 2012-2013 school years.~~

19 4.10.2.5 ~~For the 2010-2011 through 2012-2013 school years, as a~~
20 ~~consequence of the reduction of all Members' work years by~~
21 ~~four and a half (4 ½) days as compared to the 2008-2009~~
22 ~~school year, each Member's base pay shall be reduced by a~~
23 ~~proportionate percentage consistent with the reduction of~~
24 ~~four and a half (4 ½) work days. The base pay of Members~~
25 ~~who work less than a full school year, and part time~~
26 ~~Members, shall be reduced in an equal percentage with full~~
27 ~~time Members based on the work year reduction of four and~~
28 ~~a half (4½) days.~~

TENTATIVE AGREEMENT-01-2014

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ARTICLE 7 - CLASS SIZE

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

7.1.1 Maximum number of students assigned:

7.1.1.1 All Regular & College Preparatory classes

	Maximum Total Assigned without overage payments	Maximum Class Sizes without overage payments
K-6 General Education Classes	30	30
K-6 combination classes	28	28
Academic Classes (7-12)	170	34
Alternative Programs (7-12)	160	32
7,8, & 9 Opportunity Classes	18	18
Art, Arts & Crafts	160	32
Business	160	32
Home Economics	130	26
Industrial Education	130	26
Lab-type Science (9-12)	150	30
Physical Education	210	42
English Learner (E.L.)		
Inside classes (Middle Schools) and Edge Classes (High Schools) for level 3 or below	120	24
Intensive Intervention (see 7.1.1.1.1)	145	29

7.1.1.1.1 Intensive Intervention courses (formally known as

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

CMC) are Secondary School courses consisting of two (2) block core mathematics and three (3) block language arts (formerly known as Highpoint).

7.1.1.2 Maximum Class Sizes

7.1.1.2.1 An Elementary School Member will have the right to refuse to accept more than 32 students in the

Member's class, unless all Members at the grade level at a school site refuse to accept more than 32 students, in which case the Principal will consult with the grade level Members (an Association representative may attend at the Association's option) as to where to place the additional students who would raise class size to over 32 students per class.

7.1.1.2.2 In Elementary Schools, there will be a hard cap of 34 students per class.

7.1.1.2.3 In Elementary School combo classes, there will be 28 students per class.

7.1.1.2.4 Maximum Case Load for Special Education

7.1.1.2.4.1 Elementary Maximum Case Load for Special Education.

Maximum Assigned Case Load Without Overage Payment	
Resource Specialist (RSP)	28
Special Day Class/ Learning Handicapped (mild/moderate); Resource Specialist Plus; and Severe Disorder Language	15

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

Special Day Class/ Severely Handicapped (moderate/severe)	45 <u>12</u>
Emotionally Disturbed	12
Orthopedically Impaired/ Orthopedically Handicapped	12

7.1.1.2.4.2. Secondary Maximum Case Load for Special Education

Maximum Assigned Case Load Without Overage Payment	
Resource Specialist (RSP)	28
Special Day Class / Learning Handicapped (Mild/moderate)	18
Special Day Class / Severely Handicapped (moderate/severe)	45 <u>12</u>
Emotionally Disturbed	12

7.1.1.2.4.3 Payment for overages on overage dates for special education case loads in both Elementary and Secondary Schools shall be calculated as follows: If a Member has more students than the numbers stated in 7.1.1.2.4.1 and 7.1.1.2.4.2 above, the Member shall be entitled to payment of \$50 for each student above the numbers listed in 7.1.1.2.4.1 and 7.1.1.2.4.2.

7.1.1.2.4.4 Overage dates and payment dates for Elementary and Secondary Schools special education teachers shall be made based on the same overage dates and same overage payment dates as those set forth in 7.5.

7.2 ~~The Parties agree, despite any other language in this Agreement to the contrary, that for the 2011–2012 through 2012–2013 school years, the class size limitations contained in this Article, including class size maximums, averages and all other numerical values regarding class size, will not be in force, and further agree that class size overage payments will not be made for Elementary and Secondary Schools during school years~~

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

~~2011-2012 through 2012-2013 in light of the anticipated further reduction in force of certificated staff. During this period, despite anticipated further reductions, the District will make all reasonable efforts to balance classes and to bring class sizes as close as possible to the class sizes set forth in this Article. The Parties agree that the class size limitations and overage payments provided for in this Article will take full effect on July 1, 2013.~~

7.3- 2 All Elementary School classes shall be balanced within fifteen (15) working days from the start of the school year. This date shall be defined as "the balancing date".

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

7.5 4 **Payment for Overages for Elementary and Secondary Schools**

7.5.1 **Elementary School Payments**

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

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

7.5.1.3 Payments for overages in Elementary Schools will be made three (3) times a year. Overages will be assessed and payments made based on the amount of students appearing on a Member's roll- sheet, verified by the District's attendance data-base, on October 15, January 15, and March 15. Members shall receive payment for overages as follows: for the October 15 overages, by no later than December 10; for the January 15 overages, no later than March 10; and for the March 15 overages, no

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

later than May 10. If any of the forgoing dates fall on a weekend or a holiday, the overages will be assessed based on the first work day prior to the overage payment date.

7.5.2 Secondary Education Payments (7-12)

- 7.5.2.1 In grades 7-12, payment for overages on overage dates shall be calculated as follows: If a Member has more students than the numbers stated in 7.1.1.1 and 7.1.1.2.4.2 above, the Member shall be entitled to payment of fifty dollars (\$50) for each student above the numbers listed in 7.1.1.1 and 7.1.1.2.4.2. Overage payments will only be paid if the Member has more students than the number in the column titled "Maximum Total Assigned without overage payments" in paragraph 7.1.1.1.
- 7.5.2.2 Payments for overages will be made two (2) times a year. Overage payments will be assessed, and payments made, based on the amount of students on a Member's roll-sheet verified by the District's attendance data-base on October 15 and March 15. For calculating class size overages, the Member will receive the higher amount between the maximum class size overage, or the maximum total assigned. Members shall receive payment for overages as follows: for the October 15 overages, by no later than December 10 and for the March 15 overages, no later than May 10. If any of the forgoing dates fall on a weekend or a holiday, the overages will be assessed based on the first work day prior to the overage payment date.
- 7.5.2.3 Any Secondary School Member who teaches more than the

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

standard five (5) periods or split assignments (with different maximum class sizes) will not receive overages based on the maximum total assigned without overages, but will receive overages based on the sizes of the Member's individual classes.

7.6 Class Size Reduction



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

7.7 Combination Classes

The District agrees to consult with the Association regarding the formation of any Elementary School classes that exceed more than two (2) grade levels.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

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ARTICLE 12- CHARTER/ALTERNATIVE SCHOOLS

ARTICLE 1 GENERAL PROVISIONS:

- Article applies to all Dependent Charter Programs and Alternative Education Programs.

ARTICLE 2 COMPLETION OF MEET AND NEGOTIATE:

- Article applies to all Dependent Charter Programs and Alternative Education Programs.

ARTICLE 3 BEGINNING TEACHER SUPPORT AND INTERN SUPPORT:

- Article applies to all Dependent Charter Programs and Alternative Education Programs.

ARTICLE 4 WORK DAY / WORK YEAR:

- Article applies to all Dependent Charter Programs and Alternative Education Programs except where indicated in Article 4.
- **Field Study Days.**
 - Field Study Days are instructional time in which students may be at their home school or off campus doing job shadows, community service, career exploration or field trips.
- **Student Minimum Days.**
 - **Exceptions may occur at Alternative Education Schools**

ARTICLE 5 LAYOFFS:

- Article applies to all Dependent Charter Programs and Alternative Education Programs.

ARTICLE 6 ADMINISTRATIVE APPROVED LEAVES:

- Article applies to all Dependent Charter Programs and Alternative Education Programs.

ARTICLE 7 CLASS SIZE:

- Article applies to all Dependent Charter Programs and Alternative Education Programs.

ARTICLE 8 TRANSFERS:

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

- 1 • Article applies to all Dependent Charter Programs except as stated below for
2 8.6.1.

- 3 ○ 8.6.1 Voluntary Transfers- in order to voluntarily transfer into a Dependent
4 Charter Program, the Member must comply with the application criteria as
5 set forth by each Dependent Charter Program.

- 6 • Article applies to Alternative Education Programs.

7 ARTICLE 9 DEPARTMENT HEAD/ ASSISTANT TO THE PRINCIPAL/ ACTIVITY
8 AND ATHLETIC DIRECTOR:

- 9 • Article applies to all Dependent Charter Programs and Alternative Education
10 Programs except where indicated in Article 9 or below.
11 • Members who teach at Westside Charter shall receive a \$1500 stipend for extra
12 parent work and community service curriculum development, payable in two
13 equal payments.
14 • Members who teach at the Community Day School located on the Vineland
15 campus ~~are entitled to~~ shall receive a \$2,400 stipend, payable in two equal
16 payments.

17 ARTICLE 10 EVALUATION:

- 18 • Article applies to all Dependent Charter Programs and Alternative Education
19 Programs.

20 ARTICLE 11 DISCIPLINE PROCEDURE:

- 21 • Article applies to all Dependent Charter Programs and Alternative Education
22 Programs.

23 ARTICLE 13 MEMBER SAFETY:

- 24 • Article applies to all Dependent Charter Programs and Alternative Education
25 Programs.

26 ARTICLE 14 SALARY:

- 27 • Article applies to all Dependent Charter Programs and Alternative Education
28 Programs.

29 ARTICLE 15 EMPLOYEE BENEFITS:

- 30 • Article applies to all Dependent Charter Programs and Alternative Education
31 Programs.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

1 ARTICLE 16 GRIEVANCES:

- 2 • Article applies to all Dependent Charter Programs and Alternative Education
3 Programs.

4 ARTICLE 17 DISTRICT RIGHTS:

- 5 • Article applies to all Dependent Charter Programs and Alternative Education
6 Programs.

7 ARTICLE 18 CATASTROPHIC LEAVE:

- 8 • Article applies to all Dependent Charter Programs and Alternative Education
9 Programs.

10 ARTICLE 19 TWIN RIVERS EMPLOYEE RELATIONS COUNCIL- CERTIFICATED:

- 11 • Article applies to all Dependent Charter Programs and Alternative Education
12 Programs.

13 ARTICLE 20 SUMMER SCHOOL:

- 14 • Article applies to all Dependent Charter Programs and Alternative Education
15 Programs.

16 ARTICLE 21 EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT:

- 17 • Article applies to all Dependent Charter Programs.

18 ARTICLE 22 ADULT EDUCATION:

- 19 • Not applicable to either Dependent Charter Programs or Alternative Education
20 Programs.

21 ARTICLE 23 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS:

- 22 • Article applies to all Dependent Charter Programs and Alternative Education
23 Programs.

24 ARTICLE 24 ADMINISTRATIVE TRANSFER WITH GOOD CAUSE:

- 25 • Article applies to all Dependent Charter Programs and Alternative Education
26 Programs.

27 APPENDIX

- 28 Appendix applies to all Dependent Charter Programs and Alternative Education
29 Programs.

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TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

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ARTICLE 14 - SALARY

- 14.1 **Schedule/Classification**: The salary schedule and salary classification requirements of all employees are set forth in this Article.
- 14.2 **Salary Warrants**: Salary warrants shall be issued and payroll deductions forwarded in accordance with pertinent Government Code Sections and Education Code Sections.
- 14.2.1 Each contracted employee shall choose one (1) of the following methods of payment:
- 14.2.1.1 Twelve (12) installments.
- 14.2.1.2 Eleven (11) installments, excluding July.
- 14.2.1.3 If the District makes an error on a salary warrant resulting in an underpayment, a second warrant to correct the deficiency will be issued within ten (10) working days of the report of such error.
- 14.3 **Experience Credit**:
- 14.3.1 **Core Salary Schedule**: A Member shall have a right to exchange one (1) year of contracted certificated experience in a public school district, or private school which requires possession of a teaching credential, for one step of advancement on the salary schedules, to a maximum of ten (10) steps but shall exclude Salary Schedules 3 (Early Childhood Education) and 4 (Adult Education). In addition to the foregoing, the Associate Superintendent of Human Resources, or his/her designee, may offer service credit at his/her discretion for alternative teaching experience up to ten (10) years, for service that has been established through a means acceptable to the District.
- 14.3.2 **Additional Salary Schedules**:
A Member shall have a right to exchange year-for-year service when moving between the additional salary schedules, but shall

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

exclude salary schedules 3 (Early Childhood Education) and 4 (Adult Education).

14.4 **Additional Units of Credit/Professional Growth**: Only those units completed after the Bachelor's degree will be accepted as graduate credit for salary purposes. All units completed after July 1, 2008 beyond the Bachelor's degree, must be college level classes at an accredited college approved by the District. Credit may be granted for District-sponsored or District-approved courses which are completed outside the school day for which the Member is not compensated by the District. Credit for such courses will be given on the basis of fifteen (15) hours of course time being equivalent to one (1) semester unit of college credit. All courses must be reviewed in advance by the site administrator and pre-approved by the Deputy Superintendent or his/her designee. Only units completed prior to September 1, with official transcripts submitted to the District and received by October 1, may be credited for that year's salary retroactive to July 1.

14.4.1 With regard to courses taken prior to July 1, 2008 that were not previously pre-approved by the four predecessor districts (Del Paso Heights School District, Grant Joint Union High School District, North Sacramento School District, or Rio Linda Union School District ("the predecessor districts")) for whom a Member worked, the approval rules in effect at the predecessor districts will determine whether credits are given for those courses. In addition, credit will only be given for courses that were completed after July 1, 2005, and courses that were previously submitted to and denied by the predecessor districts are not eligible to be resubmitted for credit. Only courses taken while a Member worked at one of the predecessor districts are eligible for credit.

14.5 **Longevity**: Longevity payments will be added to the salaries of Members in columns D, E, F except for Adult Education and ECE Members as follows:

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

- 14.5.1 One thousand five hundred dollars (\$1,500) will be paid beginning the tenth (10th) year of service in the Twin Rivers Unified School District.
- 14.5.2 Three thousand dollars (\$3,000) will be paid beginning with the fifteenth (15th) year of service in the Twin Rivers Unified School District.
- 14.5.3 Four thousand five hundred dollars (\$4,500) will be paid beginning with the twentieth (20th) year of service in the Twin Rivers Unified School District.
- 14.5.4 Six thousand five hundred dollars (\$6,500) will be paid beginning with the twenty-fifth (25th) year of service in the Twin Rivers Unified School District.
- 14.5.5 For a Member to receive full credit for longevity the Member must serve at least sixty-five percent (65%) of the normal contracted work year for that classification. Members who serve the required minimum days and have a less than 1.0 FTE assignment will receive a pro-rated longevity payment. (e.g. If a Member has a BA plus 75 units with 20 years of service and is in Column E, Step 15 their basic earnings would be \$74,303 plus \$4,500 (three longevity increments of \$1,500 each) for a total of \$78,803. If that same Member works a .6 FTE position, their annual salary would be 60% of the above total or \$47,281.80 (\$78,803 times 60%).
- 14.5.6 Longevity applies to years taught in the most recent District, from among the following four Districts: Del Paso Heights Elementary School District, North Sacramento Elementary School District, Rio Linda Union School District and the Grant Joint Union High School District.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

14.6 **Masters Stipend:**

14.6.1 Each Member with a master's degree from an accredited college or university, whose accreditation is acceptable to the District, will receive an annual stipend of one thousand eight hundred dollars \$1,800. Members who attain a master's degree from such an accredited college or university shall be eligible to receive this stipend as follows: Only master's degrees completed prior to September 1, with official transcripts submitted to the District and received by October 1, may be credited for that year's stipend. Members with a master's degree hired after the start of the school year will be paid a pro-rated amount.

14.6.2 Each Member with a Doctoral Degree from an accredited college or university, whose accreditation is acceptable to the District, will receive

an annual stipend of one thousand eight hundred dollars \$1,800. Members who attain a Doctoral degree from such accredited college or university shall be eligible to receive this stipend as follows: Only Doctoral degrees completed prior to September 1, with official transcripts submitted to the District and received by October 1, may be credited for that year's stipend. Members with a Doctoral degree hired after the start of the school year will be paid a pro-rated amount.

14.6.3 Each Member with a National Board Certification will receive an additional annual stipend of one thousand eight hundred dollars \$1,800. These Members include: Teachers, Psychologists, Speech Therapists, and Counselors. Members who attain a National Board Certification from such an accredited college or university shall be eligible to receive this stipend as follows: Only National Board Certifications completed prior to September 1, with written verification received by October 1, may be credited for

TENTATIVE AGREEMENT-01-2014

that year's stipend. Members with a National Board Certification hired after the start of the school year will be paid a pro-rated amount.

14.7 **Compensation Calculations:**

For the duration of this agreement the following shall apply:

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

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

14.8 **Other District Hourly Rates:**

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

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

14.9 **Restoration:**

~~It is the intention of the Parties that if, during the duration of this Agreement, the unrestricted revenue limit funding provided to the District by the State increases above the level anticipated in the District's adopted budget for 2011-12, compensation restorations shall be made. Any compensation restoration made under these provisions shall be on-going.~~

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

- a. ~~For each year of the Agreement, the actual funded base revenue limit ("BRL") per unit of ADA provided by the state (at second interim) shall be compared to the amount projected in the budget for that year.~~
- b. ~~If, in any of the three years, there is an increase of at least~~

\$

YEAR	2011-12	2012-13	2013-14
COLA Est.	1.67%	1.80%	2.30%
FUNDED BRL/ADA	\$5,864	\$5,970	\$6,107

~~in BRL per unit of ADA above the amounts contained in the June Board adopted annual budget, TRUE and TRUSD shall meet and confer to determine the TRUE fair share of the total additional funding based on the proportion of current expenditures for all TRUE members to total expenditures and restoration of furlough days or class size reductions only. If the Parties, after meeting and conferring, decide to use additional BRL funding for restoration of furlough days, the Parties agree that each increase of \$50.00 would fully fund the reduction of one (1) furlough day. Full restoration of the 4.5 furlough day compensation reduction would be accomplished when the State has provided an increase to the funded BRL per unit of ADA of \$250.00.~~

- c. ~~To avoid "double-counting", if in any year a compensation restoration is made using the provisions of para. b., the BRL planned for each subsequent year and used as a baseline for restoration shall be increased by the dollar amount already used to provide compensation restoration.~~

Example:

~~Est. Funded BRL/ADA for 2011-12 = \$5,864 @ 1.67%~~

~~COLA:~~

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

~~Est. Funded BRL/A DA for 2012-13 = \$5,970 @ 1.80%~~

~~COLA.~~

~~Assume instead, that an additional COLA is funded for 2012-13 and Twin Rivers USD Funded BRL/ADA is \$6,070 or \$100 per ADA greater than estimated. Two furlough days could be added back to the work calendar and a corresponding amount of compensation added back to the compensation schedule. Or, the Parties may opt to reduce class sizes in any or all classrooms based on the number of teachers the District can hire using the TRUE fair share total dollar amount provided by the increase to the BRL. The 2012-13 column in the table above would then be adjusted to \$6,070, and the 2013-14 column would be increased to \$6,209 @ 2.30% [$\$6,070 + \$100 * 1.023 = \$6,209$].~~

- ~~d. The Parties may also re-open the compensation Article as allowed under the duration Article of this Agreement.~~
- ~~e. By August 31, of each year, the District will provide the Association with a copy of the three-year multi-year projection submitted with the Board adopted budget in June of that year. This document will be in the SACS format.~~

~~The Parties to this Agreement recognize that the restoration language anticipates that the state school finance system remains as prescribed in current law. If there is a significant change in State law, the Parties agree to re-open this Agreement for the purpose of modifying the restoration provisions to ensure that after any statutory changes, the effect on the parties is as anticipated in this Agreement.~~

~~14.10-9 Contingency~~

~~If the estimated District revenue limit per ADA materially decreases (material defined as more than 0.2% change) from the level of District revenues (as set forth in the District's estimated budget dated January 20,~~

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

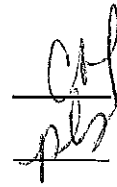
2011) that were based on the level of State education revenues proposed in the Governor's budget proposal of January 10, 2011, the Parties agree to reopen negotiations for any years affected by the material change.

14.11 Salary Schedules:

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

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ARTICLE 15 – EMPLOYEE BENEFITS

15.1 Health, Dental, Vision, Life Insurance, and Employee Assistance

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

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

15.1.1.2 The District monthly employer paid benefit amount effective January 2012 is:

- a. For Members selecting “employee only” coverage the District contribution cap is five thousand five hundred five dollars (\$5,505.00) annually.
- b. For Members selecting “employee plus one” coverage whether the “plus one” is a spouse or a dependent, the District contribution cap is ten thousand three hundred ninety five dollars (\$10,395.00) annually.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

- c. For Members selecting "family" coverage the District contribution cap is thirteen thousand sixty five dollars (\$13,065.00) annually.
- d. Eligible Members who serve for part of the school year shall receive a pro-rated District contribution.
- e. ~~Eligible Members whose spouse or registered domestic partner is also a Member of Twin Rivers Unified School District, shall receive the same total dollar District contribution amount as if one is selecting "employee only" coverage and the other is selecting "employee plus one" coverage. One Member shall take no health benefits and receive no remuneration in the form of a District contribution or "in lieu" payment. The spouse or registered domestic partner shall take either "employee plus one" or "family" and receive the "employee only" District contribution from the other Member to put towards the total cost of the District health, vision and dental insurance. No additional funds will be provided to either Member. For example: a married couple or registered domestic partnership with no children, one spouse receives no District health contribution or "in lieu" payment and the other spouse or registered domestic partner receives both the "employee only" and the "employee plus one" District contribution. If the couple has an additional dependent family member, the employee taking the health benefits shall receive the "employee only" District contribution plus the "employee plus one" District contribution and shall take family health benefit coverage.~~

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

- e. Eligible bargaining unit members whose spouse or registered domestic partner is also an employee of Twin Rivers Unified School District and is eligible for health benefits shall receive a coordinated District contribution. When the bargaining unit member elects health coverage, the coordinated District contribution will be the total of the bargaining unit member's "employee plus one" coverage and the spouse or registered domestic partner's "employee only" coverage from their bargaining unit's District contribution. The spouse or registered domestic partner shall take no health benefits and receive no remuneration in the form of a District contribution or "in lieu" payment. The bargaining unit member shall elect "employee plus one" or "family" and receive the total District coordinated contribution as outlined above, to put towards the cost of the District medical, vision and dental insurance. No additional funds will be provided to either employee.
- f. Bargaining unit members whose spouse or registered domestic partner is also an employee of Twin Rivers Unified School District, is eligible for health benefits and who received a "family" plus an "employee only" coordinated District contribution in school year 2012-13, shall continue to receive the amount of the District contribution received during that year. For these bargaining unit members only, for as long as the bargaining unit member continues to elect "family" health coverage in 2013-14 and beyond, the coordinated District contribution will be the total of the bargaining unit member's "family" coverage and the spouse or registered domestic partner's "employee only" coverage from their bargaining unit's District contribution as outlined above, to put towards the cost of the District medical, vision and dental insurance. The spouse or registered domestic partner shall take no health benefits and receive no remuneration in the form of a District contribution or "in lieu" payment. No additional funds will be provided to either employee.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

- g. These rates shall continue until restored pursuant to the restoration language in paragraph 14.9.
- 15.1.1.3 All Members, who opt out of District health benefit coverage, including dental and vision, shall receive one hundred dollars (\$100.00) per month pro-rated over twelve (12) months for full-time employees provided they show proof of other health insurance coverage.
- 15.1.1.4 Less than full-time employees shall receive pro-rated amounts based on the following:
- a. An Elementary School Member whose assigned work day is less than fifty percent (50%) of the regular Member work day is not eligible for benefits and will not receive a District contribution for health benefits.
 - b. An Elementary School Member whose assigned work day is fifty percent (50%) and over the regular Member work day is eligible for benefits and will receive a pro-rated District contribution.
 - c. A Member who works more than eighty percent (80%) of a regular Member workday shall receive one hundred percent (100%) of the District contribution.
 - d. A Secondary School work day for the purpose of benefits is defined as six (6) periods, consisting of five (5) instructional periods and one (1) period of preparation time.
 - e. A Secondary School Member whose assigned work day is fifty percent (50%) or over (three (3) or more teaching periods), is eligible for benefits on a pro-rated basis as follows:
 - 3 periods = 60% District contribution
 - 4 periods plus 4/5 preparation time = 80% District contribution

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

5 periods plus one period preparation time =

100% District contribution

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

- f. A Secondary School Member whose assigned work day is less than a fifty percent (50%) day (less than three (3) teaching periods) is not eligible to receive benefits and will not receive any District contribution.
 - g. Members on schedules 2, 5 and 6, who work under a flexible schedule whose work day is a minimum 0.5 FTE are eligible for benefits and will receive District contribution on a pro-rated basis.
 - h. Members on schedules 2, 5 and 6, who work under a flexible schedule whose work day is less than 0.5 FTE are not eligible for benefits and there will be no District contribution.
- 15.1.2 The District shall offer Members a Cafeteria Plan that is in compliance with Section 125 of the Internal Revenue Code.
- 15.1.3 Members on paid leave will receive a District benefits contribution on the same basis as Members who are in a regular employment status.
- 15.1.4 Members on approved unpaid leaves may elect to continue health, dental, vision and life insurance as allowed by the provisions of the plans in force in the District. Such Members shall pay the premium for continued coverage on a month-to-month basis.
- 15.1.5 **Duration of Benefits:**
- 15.1.5.1 Should an employee's employment terminate (excluding retirement), the employee will be afforded rights to retain coverage under COBRA or under the existing life, health, and dental insurance plans to the

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

extent allowed by the carrier. Such employee shall pay all premiums for the continued coverage on a month-to-month basis, except to the extent required by federal law.

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

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

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

Members assigned to more than one (1) school per day shall be reimbursed for the mileage traveled between the first school and the second assigned school at the current IRS approved rate per mile. If a Member is assigned an additional free period in consideration of travel, the additional free period shall serve as full and complete compensation for all travel expense.

15.4 **Retirement:**

15.4.1 A full time employee with fifteen (15) or more years from any one of the four predecessor districts and/or Twin Rivers Unified

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

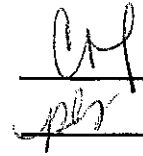
School District may apply for a pre-retirement reduced workload as provided in California Education Code Section 22713.

- 15.4.2 **Retiree Health Benefits**: The District will pay up to the single employee District contribution on health insurance in an amount that will not exceed the dollar amount paid to regular full-time employees as stated in 15.1.1.2(a). These premiums would be for a maximum period of ten (10) years between age 55 and 65, or until the retiree becomes re-employed and is covered by a health plan, or becomes eligible for Medi-Cal, Medi-Care, or other government-sponsored program. District retirees shall respond to a District or insurance carrier notice each year, certifying that they are still eligible for District paid retirement benefits. The District retired employee must have completed fifteen (15) years of full-time paid service immediately prior to retirement in any one of the four predecessor districts and/or Twin Rivers Unified School District. Paid service rendered in the Pre-Retirement Reduced Workload Program between the ages of 55 and 65 shall be considered full-time service for the purpose of this Section.
- 15.4.3 For employees who retired on or before June 30, 2008, the contract language in effect on the day of their retirement shall remain in full force and effect.
- 15.4.4 The District will analyze the fiscal feasibility of offering an early retirement incentive.
- 15.5 If the District receives any additional unrestricted General Fund revenue, the District will reopen negotiations on benefits.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

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ARTICLE 18 – CATASTROPHIC LEAVE

18.1. Description:

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

18.2. Contributions:

- 18.2.1 Days in the Catastrophic Leave Bank (“Bank”) shall accumulate from year to year.
- 18.2.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Participant.
- 18.2.3 To join the Program, Members must have permanent status and must have at least ~~nine (9)~~ **five (5)** days of accrued sick leave remaining **by October 31st** after donating to the Bank. **New applicants will be considered contributing members of the bank as of November 1st. New members to the bank will be notified in writing of their acceptance or rejection no later than December 1st.**

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

- 18.2.4 Participation is voluntary, but participation requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 18.2.5 The annual rate of contribution by each Participant for each school year shall be one (1) day of sick leave **and this deduction will be reflected on the November 30th earning statement.**
- 18.2.6 The Association shall supply enrollment forms for the Program to Members. Members will fill out the appropriate form and sign it authorizing the contribution. The same contribution will continue to be donated each year to the Bank unless canceled by the Participant. The District shall deduct contributions **from the November 30th earning statement.** ~~between the beginning of each school year and October 1 of each school year.~~ Members returning from extended leave and new Members may contribute to the Bank within thirty (30) days of beginning work.
- 18.2.7 Cancellation of the Program on the proper form, may be effected at any time and the Participant shall not be eligible to withdraw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the Participant effects cancellation or leaves the District.
- 18.2.8 A dependent child, for purposes of the Catastrophic Leave Bank, is defined as one who is biological, step-child, ward or legally adopted by the eligible permanent Member.
- 18.2.9 The District and Association will meet and confer on all forms required for implementation of the Catastrophic Leave Article.

18.3 **Withdrawals From the Bank:**

- 18.3.1 To request a withdrawal under this Program, the Participant shall provide

TENTATIVE AGREEMENT-01-2014

verification of the catastrophic injury or illness by means of a letter, dated and signed by a physician, indicating the incapacitating nature and probable duration of the illness or injury.

- 18.3.2 If a Participant is incapacitated, applications may be submitted to the Catastrophic Committee ("Committee") (see 18.4.1 below) by the Participant's agent or member of the Participant's family.
- 18.3.3 Leave from the Bank may not be used for an illness or disability which qualifies the Participant for Worker's Compensation benefits, unless the Participant has exhausted all accrued leaves and Worker's Compensation benefits have terminated. If the District challenges the Worker's Compensation Claim, the Participant may withdraw from the Bank but upon settlement of the Worker's Compensation Claim, the Bank shall be reimbursed the days by the District.
- 18.3.4 Participants must use all sick leave (but not differential leave) available to the Participant before being eligible for a withdrawal from the Bank.
- 18.3.5 For Participants who have differential leave available, the District shall pay the Participant full pay and the Bank shall be charged one-half (1/2) day.
- 18.3.6 Initial withdrawals from the Bank shall be granted in units of no more than thirty (30) workdays. Additional days may be granted upon request and approval of the Committee. The maximum number of days granted to an employee shall be one hundred (100) days. Unused days by the recipient shall be returned to the Bank.
- 18.3.7 The first ten (10) duty days of catastrophic illness or disability must be covered by the Participant's own sick leave, differential leave, or leave without pay. For example, if the Participant had five (5)

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

days of sick leave at the beginning of the illness, he/she shall begin withdrawing days from the Bank on the eleventh workday.

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

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

18.4. Administration of the Bank:

18.4.1 The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decisions, in writing, to the Participants and to the Associate Superintendent of Human Resources or his/her designee.

18.4.2 The Committee shall be selected by the Association.

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

18.4.4 The Committee shall keep all requests confidential.

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

18.4.5.1 The names of participating Members,

18.4.5.2 The names of any Participants who have canceled, and

18.4.5.3 The total number of days in the Bank.

18.4.6 The Association will notify applicants whether or not they are a member by December 1st.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

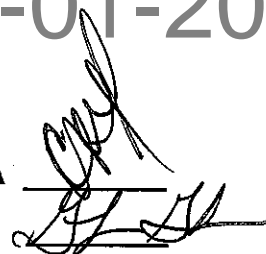
18.4.7 The district will provide trimester (November 1st, March 1st, July 1st) reports to the Catastrophic Leave Bank Chair and the Association of the banks use.

- 18.5 If the Catastrophic Leave Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current Participants of the Program proportionately in units of no less than one-half (1/2) day. The Lottery method shall be used if there are not enough days to return unused days proportionately to the current Participants.
- 18.6 Notwithstanding any of the foregoing, within ten (10) days of the ratification of the Agreement by the Association and the District Board of Education, enrollment will be opened in the Program for a reasonable period as agreed to by the District and Association.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

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ARTICLE 21– EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT

This Article modifies other articles of this collective bargaining agreement to address special concerns of Members with early childhood education or child development assignments.

ARTICLE 1 – GENERAL PROVISIONS

Article applies to all Early Childhood Education/Child Development Programs.

The parties agree that Article 21 will reopen on an annual basis if there is an overall increase or reduction of combined funding of 2% or more by the State of California, Federal Head Start, First 5 Programs, or other Funding Supporters.

ARTICLE 2 – COMPLETION OF MEET AND NEGOTIATE

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 3 – BEGINNING TEACHER SUPPORT AND INTERN SUPPORT:

The development, adoption, and implementation of an ECE Mentor Program is dependent upon the department's ability to provide fiscal support and approval by the department ECE Leadership Team and subject to collective bargaining.

ARTICLE 4 – WORK DAY/WORK YEAR

21.4 Program Description

	Student Days	Teacher Days	Operational Hours
State Preschool Part Day Program	175-180	186	6
First 5 Preschool Part Day Program	175-180	186	6
State Full Day Preschool Program	242-244	230	10.5
General Child Care/School Age Program	242-244	230	10.5

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

Parent Pay Preschool/Child Care Program	In accordance with the K-12 teacher work calendar	In accordance with the K-12 teacher work calendar	10
Head Start	128	186	3.5

21.4.1 A minimum of 30 minutes and a maximum of 60 minutes duty free lunch is scheduled for teachers. Members of part-day classes will arrive a minimum of 20 minutes prior to the start of the morning session and remain a minimum of 10 minutes beyond the student day. Members assigned to open a full-day preschool class and/or before school school-age care will arrive at the published opening hour and remain a maximum of 8 working hours plus the time equivalent to their duty free lunch before leaving. Members assigned to close a full-day preschool class and/or after school-age care will leave at the scheduled closing time and arrive 8 hours plus the number of minutes equivalent to their scheduled duty free lunch prior to closing time. If, on rare occasions, the ratio coverage in the full day preschool and school-age care programs requires longer than 8 hours plus their scheduled duty free lunch, the member will be paid hourly overtime compensation equivalent to their hourly rate (based on their placement on the salary schedule).-

21.4.2 All ECE/CD teachers will be given early release time or will be paid \$20 per hour non instructional rate to participate in back to school and open house and First 5 home visits.

Part day teachers at First Five Sites shall receive a maximum \$100 stipend per quarter for timely completion and submission of all mandated First 5 quarterly reports.

21.4.3 Administrators will reasonably and equitably require ECE/CD Members, as part of their professional and contractual obligations, to participate in curricular and instructional school duties, in the supervision, control, and advisement of ECE/CD students, including Individualized Educational Plan meetings, Section 504 meetings and Student Study Teams, and in conferring with and advising parents.

21.4.4 The ECE/CD programs, except Head Start, will provide each part day preschool teacher two days of release time in Fall and two day of release time in Spring for completion of DRDP (or comparable) assessments. For Full Day classes, except Head Start, the ECE/CD program will provide one of the teachers 1 ½ day substitute time in the Fall and 1 ½ day in the Spring based on a class size of one (1) teacher and 24 students for completion of the DRDP (or comparable) assessments.

For part-day/school term classes, except Head Start, the ECE department will designate four (4) parent conference days each school year, two (2) in the Fall and two (2) in the Spring based on a classroom with one (1) teacher

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

and 32 students. A ½ day substitute teacher will be provided for every eight (8) students enrolled over 32 for completion of the eight (8) additional parent conferences. For full-day/full year classes, except Head Start, the ECE department will provide one (1) of the teachers one and one half (1 ½) days substitute time in the Fall and one and one half (1 ½) days in the Spring based on a class size of one (1) teacher and 24 students for completion of parent conferences.

21.4.5 Members, as part of their contractual obligations each year, will be required to participate in Early Childhood Education staff meetings held after the school day. For meetings/trainings, members will receive their choice of either a Certificate of Professional Growth Hours or \$20 per hour or prorated amount for non-instructional time.

21.4.6 Head Start teachers will be provided prep time in accordance with Head Start and State regulations.

ARTICLE 5 – LAYOFFS:

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 6 – ADMINISTRATIVE APPROVED LEAVES

Article applies to all Early Childhood Education/Child Development Programs

ARTICLE 7 – CLASS SIZE

Maximum Case Load for Early Childhood Education/Child Development:

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

ARTICLE 8 – TRANSFERS

Shall apply to ECE/CD Members except for Paragraph 8.6.2.3. Assignments are tentative subject to final enrollment numbers. October 1 enrollment numbers will determine the final assignment. ECE/CD Members will be notified in writing by October 15 if there is a change to their assignment. In lieu of section 8.6.2.3 and in the case of school or program closures ECE/CD Members shall have involuntary transfer rights only to other ECE/CD assignments.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

ARTICLE 9 – DEPARTMENT HEAD/ASSISTANT TO THE PRINCIPAL/ACTIVITY AND ATHLETIC DIRECTOR

An ECE/CD Member may hold the position of Assistant to the Principal at Elementary school sites, subject to the approval of the site administrator bearing the cost of the member holding the Assistant to the Principal Role. To apply the ECE/CD Member must possess a BA degree or higher.

ARTICLE 10 – EVALUATION

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 11 – DISCIPLINE PROCEDURE

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 12 – CHARTER/ALTERNATIVE SCHOOLS

Not applicable to Early Childhood Education/Child Development Programs.

ARTICLE 13 – MEMBER SAFETY

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 14 – SALARY

21.14.1 Early Childhood Education and Child Development Members shall be paid on two different salary schedules. Schedule 3A is for ECE/CD Members teaching in Head Start programs. Schedule 3B is for all other ECE/CD Members teaching in all other ECE programs. Schedule 3C is for Parent Pay Pre-School Members.

21.14.1.1 Salary Schedules 3A and 3B shall be effective as of July 1, 2013.

21.14.2 An ECE/CD Member shall have the right to exchange one (1) year of preschool experience which requires the possession of an ECE/CD teacher permit, for one step of advancement on the ECE/CD salary schedule to a maximum of five (5) years.

21.14.3 Teachers who have permanency in the TRUSD Early Childhood Education/Child Development program and who possess a BA while serving as a teacher or site supervisor, who are selected for a position as a regular or Special Education Elementary or Secondary School teacher will receive one year of credit on the appropriate certificated salary schedule for each two years of service in the TRUSD ECE/CD

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

program; only years in which the ECE/CD Member taught at least 30 hours per week for at least 75% (seventy-five percent) of the work year will qualify as years for which salary schedule credit is given. Service in the TRUSD ECE/CD program includes service in any of the four predecessor districts (Del Paso Heights School District, Grant Joint Union High School District, North Sacramento School District, or Rio Linda Union School District).

- 21.14.4 All units completed for which an ECE/CD Member seeks credit on the ECE/CD salary schedules must be college level classes at an accredited college, approved by the District. Only units completed prior to September 1 with written verification in a form acceptable to the District, received by the District by October 1, may be credited for that year's salary, retroactive to July 1. All units submitted after October 1 will be credited on July 1 of the following school year.
- 21.14.5 ECE/CD Members may choose to receive their salary warrants in each school year in eleven or twelve installments. If the District makes an error on a salary warrant resulting in an underpayment to the ECE/CD Member, then a second warrant to correct the underpayment will be issued within ten working days of the report of such error.
- 21.14.6 ECE/CD Members shall receive a longevity increment of \$1500 for 10 years of service and an additional \$1500 for 15 years of service.
- 21.14.7 In addition to salary schedule compensation, an ECE/CD Member with a Site Supervisor permit, or a Master Teacher Permit (for one class at a site) who works as a Site Supervisor, shall receive an annual stipend of \$1,800.00. Members must be working as a Site Supervisor by October 1st to receive the full stipend after this date the stipend will be prorated.
- 21.14.8 These provisions shall be nullified in the event and to the extent that either the State of California Child Development programs or the federal Head Start program or the First Five program cease to provide or reduce funds to the District to operate early childhood education programs.

ARTICLE 15 – EMPLOYEE BENEFITS

Article applies to all Early Childhood Education/Child Development Programs.

- 21.15.1 An ECE/CD Member whose assigned work day is less than .50 FTE is not eligible for benefits and will not receive a District contribution for health benefits.
- 21.15.2 An ECE/CD Member whose assigned work day is a minimum of .50 FTE is eligible for benefits and will receive a pro-rated District contribution.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

- 21.15.3 An ECE/CD Member whose assigned work day is a minimum of .80 FTE is eligible to receive one hundred percent (100%) of the District contribution

ARTICLE 16 – GRIEVANCES

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 17 – DISTRICT RIGHTS

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 18 – CATASTROPHIC LEAVE

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 19 TWIN RIVERS EMPLOYEE RELATIONS COUNCIL – CERTIFICATED

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 20 – SUMMER SCHOOL

An ECE/CD summer school hourly rate is \$20.

ARTICLE 21 – EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 22 – ADULT EDUCATION

Not applicable to Early Childhood Education/Child Development Programs.

ARTICLE 23 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

Article applies to all Early Childhood Education/Child Development Programs.

ARTICLE 24 – ADMINISTRATIVE TRANSFER WITH GOOD CAUSE

Article applies to all Early Childhood Education/Child Development Programs.

APPENDIX 1 – SALARY SCHEDULES

ECE/CD Salary Schedules 3A, 3B, 3C and 3D apply to Early Childhood Education/Child Development Programs.

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014



Part Day Preschools 186 days Schedule 3A	ECE Tchr Permit with 24 ECE units	ECE Master Tchr Permit w/ 16 GE units + 6 specialization units + 2 adult supervision units	AA*	AA* +15 units	AA* + 30 units	AA* + 45 units	Bachelor's Degree**
1	21,522.06	22,173.06	22,837.08	23,527.14	24,230.22	24,959.34	25,714.50
2	21,951.72	22,615.74	23,292.78	23,995.86	24,711.96	25,454.10	26,235.30
3	22,394.40	23,071.44	23,761.50	24,477.60	25,206.72	25,961.88	26,756.10
4	22,837.08	23,527.14	24,243.24	24,972.36	25,714.50	26,482.68	27,289.92
5	23,292.78	23,995.86	24,724.98	25,467.12	26,235.30	27,016.50	27,836.76
6			25,219.74	25,974.90	26,756.10	27,563.34	28,396.62
7			25,727.52	26,495.70	27,289.92	28,110.18	28,969.50
8					27,836.76	28,670.04	29,555.40
9						29,242.92	30,141.30
10						29,828.82	30,740.22

Longevity					
10 years	\$1,500				
15 years	additional \$1,500				
Site Supervisor with a Site Supervisor permit or a Master Teacher Permit		\$1,800			

Children Centers (CCTR and Full Day) 230 days Schedule 3B	ECE Tchr Permit with 24 ECE units	ECE Master Tchr Permit w/ 16 GE units + 6 specialization units + 2 adult supervision units	AA*	AA* +15 units	AA* + 30 units	AA* + 45 units	Bachelor's Degree**
1	30,415.20	31,335.20	32,273.60	33,248.80	34,242.40	35,272.80	36,340.00
2	31,022.40	31,960.80	32,917.60	33,911.20	34,923.20	35,972.00	37,076.00
3	31,648.00	32,604.80	33,580.00	34,592.00	35,622.40	36,689.60	37,812.00
4	32,273.60	33,248.80	34,260.80	35,291.20	36,340.00	37,425.60	38,566.40
5	32,917.60	33,911.20	34,941.60	35,990.40	37,076.00	38,180.00	39,339.20
6			35,640.80	36,708.00	37,812.00	38,952.80	40,130.40
7			36,358.40	37,444.00	38,566.40	39,725.60	40,940.00
8					39,339.20	40,516.80	41,768.00
9						41,326.40	42,596.00
10						42,154.40	43,442.40

Longevity					
10 years	\$1,500				
15 years	additional \$1,500				
Site Supervisor with a Site Supervisor permit or a Master Teacher Permit		\$1,800			

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014



Parent Pay 186 days Schedule 3C	ECE Tchr Permit with 24 ECE units	Tchr Permit w/ 16 GE units + 6 specialization units + 2 adult supervision units	AA*	AA*+15 units	AA* + 30 units	AA* + 45 units	Bachelor's Degree**
1	24,596.64	25,340.64	26,099.52	26,888.16	27,691.68	28,524.96	29,388.00
2	25,087.68	25,846.56	26,620.32	27,423.84	28,242.24	29,090.40	29,983.20
3	25,593.60	26,367.36	27,156.00	27,974.40	28,807.68	29,670.72	30,578.40
4	26,099.52	26,888.16	27,706.56	28,539.84	29,388.00	30,265.92	31,188.48
5	26,620.32	27,423.84	28,257.12	29,105.28	29,983.20	30,876.00	31,813.44
6			28,822.56	29,685.60	30,578.40	31,500.96	32,453.28
7			29,402.88	30,280.80	31,188.48	32,125.92	33,108.00
8					31,813.44	32,765.76	33,777.60
9						33,420.48	34,447.20
10						34,090.08	35,131.68

Longevity						
10 years	\$1,500					
15 years	additional \$1,500					
Site Supervisor with a Site Supervisor permit or a Master Teacher Permit			\$1,800			

*AA in ECE or Liberal Studies (which includes 24 ECE Units).

** BA in either ECE, Child Development or Human Development OR a Bachelor's Degree in any other major which includes 24 ECE units and a teacher's permit OR a Bachelor's degree in any other major with a Multiple Subjects credential with Preschool authorization.

Head Start 186 days Schedule 3D	Teacher	Master Teacher	AA in ECE	Any BA with min 24 ECE Units
1	21,912.66	23,488.08	25,167.66	26,964.42
2	23,123.52	24,777.06	26,547.78	28,448.70
3	24,386.46	26,131.14	28,006.02	30,011.10
4	25,727.52	27,563.34	29,542.38	31,651.62
5	27,146.70	29,086.68	31,169.88	33,396.30
6			32,888.52	35,245.14
7			34,698.30	37,172.10
8				
9				
10				

Longevity						
10 years	\$1,500					
15 years	additional \$1,500					
Site Supervisor with a Site Supervisor permit or a Master Teacher Permit			\$1,800			

TENTATIVE AGREEMENT

TENTATIVE AGREEMENT-01-2014

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ARTICLE 25 – SPECIAL EDUCATION

ARTICLE 1 GENERAL PROVISIONS:

- Article applies to all Special Education Members.

ARTICLE 2 COMPLETION OF MEET AND NEGOTIATE:

- Article applies to all Special Education Members

ARTICLE 3 BEGINNING TEACHER SUPPORT AND INTERN SUPPORT:

- Article applies to all Special Education Members

ARTICLE 4 WORK DAY / WORK YEAR:

- Article applies to all Special Education Members except where indicated in Article 4.
- All Caseload shall be balanced within fifteen (15) working days from the start of the school year. This date shall be defined as the “balancing date”. One (1) week prior to each overage date, the District shall provide the Association President with a complete list of individual caseloads, including number of sites.
- The IEP’s shall be held during the school day, whenever possible. The Special Education Department will provide support for the Special Education Staff and any Member required to attend the IEP. The Special Education and Student Services Department may provide a limited amount of substitute support to Special Education staff when the school site has determined a need to hold Individualized Educational Plans and Section 504 meetings during the school day. A form to request these services must be completed, submitted and approved by the Special Education and Student Services Department prior to the Department providing the substitute support.
- Flexible collaboration time shall be made available once a month during the Wednesday morning meeting for one hour.

ARTICLE 5 LAYOFFS:

- Article applies to all Special Education Members

ARTICLE 6 ADMINISTRATIVE APPROVED LEAVES:

TENTATIVE AGREEMENT-01-2014

- 1 • Article applies to all Special Education Members

2 ARTICLE 7 CLASS SIZE:

- 3 • Article applies to all Special Education Members

4 ARTICLE 8 TRANSFERS:

- 5 • Article applies to all Special Education Members

6 ARTICLE 9 DEPARTMENT HEAD/ ASSISTANT TO THE PRINCIPAL/ ACTIVITY

7 AND ATHLETIC DIRECTOR:

- 8 • Article applies to all Special Education Members

9 ARTICLE 10 EVALUATION:

- 10 • Article applies to all Special Education Members

11 ARTICLE 11 DISCIPLINE PROCEDURE:

- 12 • Article applies to all Special Education Members

13 ARTICLE 13 MEMBER SAFETY:

- 14 • Article applies to all Special Education Members

15 ARTICLE 14 SALARY:

- 16 • Article applies to all Special Education Members

17 ARTICLE 15 EMPLOYEE BENEFITS:

- 18 • Article applies to all Special Education Members

19 ARTICLE 16 GRIEVANCES:

- 20 • Article applies to all Special Education Members

21 ARTICLE 17 DISTRICT RIGHTS:

- 22 • Article applies to all Special Education Members

23 ARTICLE 18 CATASTROPHIC LEAVE:

- 24 • Article applies to all Special Education Members

25 ARTICLE 19 TWIN RIVERS EMPLOYEE RELATIONS COUNCIL- CERTIFICATED:

- 26 • Article applies to all Special Education Members

- 27 • A Liaison committee will be created for purposes to identify and resolve emerging
28 issues in Special Education. The committee will meet once a month. Additional
29 meetings can be scheduled by the District or the Association, as issues arise.

30 The committee shall consist of Director of Special Education or designee,
31 Program Coordinators, and a team from the Association. The committee will be

TENTATIVE AGREEMENT-01-2014

1 comprised of 5 members from the District, 5 members from TRUE and 2
2 members from CSEA/Para-educators.

3 ARTICLE 20 SUMMER SCHOOL:

- 4 • Article applies to all Special Education Members

5 ARTICLE 21 EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT:

- 6 • Not applicable to Special Education Members

7 ARTICLE 22 ADULT EDUCATION:

- 8 • Not applicable to Special Education Members

9 ARTICLE 23 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS:

- 10 • Article applies to all Special Education Members

11 ARTICLE 24 ADMINISTRATIVE TRANSFER WITH GOOD CAUSE:

- 12 • Article applies to all Special Education Members

13 ARTICLE 25 SPECIAL EDUCATION:

- 14 • Special Education unit members provide leadership and direction to Para-
15 educators in matters related to the classroom and student instruction, insofar as
16 such direction is not in conflict with that of the principal, program administrator,
17 and the Para-educators contract.
- 18 • Para-educator breaks and lunch shall be scheduled insofar as to not create a
19 lapse in coverage. Items to be considered shall include, but are not limited to:
20 class schedules, directing teacher's schedule and other Para-educators' lunch
21 and break schedules. Break and lunch schedules will be coordinated under the
22 direction of the site principal or Special Education department chair, and shall not
23 conflict with the Para-educator's collective bargained agreement.

24 APPENDIX

25 Appendix applies to all Special Education Members

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