

- **Increases in extra pay will be effective the first variable payroll after board approval.**

Duration of Agreement (Term): This Agreement will be effective upon ratification, and will expire on June 30, 2022 **25**.

1.1 The Parties agree to commence negotiations for a successor agreement to the Agreement no later than February 15, 2022 **25**. The parties agree to sunshine proposals for the successor agreement no later than January 15, 2022 **25**.

The parties agree to waive Article 1.1 regarding the “sunshining” of negotiations for the ~~2020-2021~~ **2023-2024 and 2024-2025** negotiation years.

1.2 The Parties agree that all articles will be closed for negotiations for the ~~2019-2020~~ **2023-2024 and 2024-2025** contract year. All articles will be closed. Both Parties will comply with state law requirements regarding the “sunshining” of reopeners and proposals for negotiations.

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

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

1.4.1 Substitute employees;

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

1.5 **Definitions:**

- 1.5.1 As set forth herein, the term “Association” means the Twin Rivers United Educators, an Association and a unit of the California Teachers Association and the National Education Association. The term “the District” or “District” means the Twin Rivers Unified School District. The term “the Parties” means the parties to this Agreement, that is TRUE and the District. The term “Member” means a bargaining unit member of the Association. The term “the Agreement” means this collective bargaining agreement entered into by and between the District and the Association.
- 1.5.2 Work Days:
- 1.5.2.1 “Member work days” means days on which the Member is contractually required to be in attendance at the Member’s job location, or at other District required and/or approved activities at another location.
- 1.5.2.2 “District work day” means any day on which the District Office is open for business.
- 1.5.3 Temporary Employee: A certificated employee may be classified as temporary only to the extent authorized by California law.
- 1.5.4 Elementary School Configuration: Members who teach at the following schools configurations: P/TK-K, ~~P/TK/K-2~~, ~~P/TK/K-4~~, ~~P/TK/K-5~~, P/TK/K-6, ~~3-6~~ and P/TK/K-8.
- 1.5.5 Secondary School Configuration: Members who teach at the following school configurations: ~~5-8~~, ~~6-8~~, 6-12, 7-8, ~~7-9~~, 10-12, 7-12 and 9-12,12-Plus.
- 1.6 Savings Provision: If any provisions of this Agreement are held to be contrary the law by a court of competent jurisdiction or the Public Employment Relations Board, such provisions will not be deemed valid except to the extent permitted by law, but all other provisions will continue in full force and effect. In the event that a specific provision is declared invalid by a court P.E.R.B. decision, the Parties shall meet within fifteen (15) work days after the decision to discuss the effect of the decision and determine if renegotiation of that provision is necessary. The Parties also agree that they will meet and confer in the event that provisions of California statutory law are changed by action of the legislature and/or Governor, or by action of the voters through the initiative

process, where the changed statutes are referenced in this Agreement or materially affect this Agreement.

- 1.7 Order of Precedence: The specific provisions contained in this Agreement shall prevail over present and past District practices, procedures and regulations, and over state laws to the extent permitted by state law.
- 1.8 Publication of Agreement: Within sixty (60) days of ratification of this Agreement by both Parties herein, the District will have the entire agreement posted on the District website and will provide an electronic copy to the Association.
- 1.9 Employee Listing: The District will provide to the Association President by September 15, each year an alphabetical list of the names and work sites of all Members working for the District in classifications covered under Section 1.4.
- 1.9.1 In compliance with AB119, which went into effect July 1, 2017, the District agrees to provide the Association access and information regarding new employees of the bargaining unit within thirty (30) days of hire.
- 1.9.1.1 Access shall include providing the Association time to present at the end of the New Hire Benefit Orientation Monthly Meetings-not to exceed one (1) hour and providing the Association with notification of the meeting date at least ten (10) days in advance.
- 1.9.2 Information regarding the new employee will be shared with the Association within (30) days of hire. This information, if provided by Member, includes:
1. Name of employee
 2. Job title
 3. Department/work location
 4. Phone numbers: work, home, cell
 5. Personal email address
 6. Home address
- 1.9.3 Information on all members of the bargaining unit shall be updated and shared with the Association at least every one hundred twenty (120) calendar days.
- 1.10 Credentials: All certificated personnel are personally responsible for renewing their credentials and for keeping them valid. A certificated Member with an expired or invalid credential will not be allowed to teach and cannot be paid under California law.

- 1.11 After the Agreement: Within thirty (30) calendar days after the Agreement is ratified, the Parties will meet, confer and negotiate as necessary regarding implementation issues.
- 1.12 Personnel Files: The employment rights of Members with regard to their personnel files are set forth in the California Education Code, Section 44031.
- 1.13 Members employed by the District work at the direction of the site principal, the principal's designee, or other appropriate designated administrative supervisors as determined by their assignment. Members are responsible to plan, implement, monitor, and assess an instructional program:
 - a. Which is consistent with the educational philosophy of the District as set forth in the goals for instruction and total student development adopted by the Board of Trustees;
 - b. Which reflects the specific goals for a school or program as adopted by the principal or administrator in consultation with school staff and district personnel, including implementation of state and federal requirements; and
 - c. Which pursues specific objectives, developed by the Member and approved by the principal or administrator, based on assessment of student needs in relation to the school and District goals.
- 1.14 Members shall carry out such other tasks as may be required in emergencies for the operation of the schools.

Status Quo

ARTICLE 2 - COMPLETION OF MEET AND NEGOTIATE

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

ARTICLE 3 – TEACHER INDUCTION AND INTERN SUPPORT

INDUCTION SUPPORT:

- 3.1 Teacher Induction Program Components: There will be a Teacher Induction Program for all classroom teachers new to the profession.
- 3.1.1 Teacher Induction Eligibility Assistance provided to eligible first and second-year teachers.
- 3.1.2 Units and Salary Advancement Process:
- 3.1.2.1 Members choosing to use coursework earned through the District's Teacher Induction Program Sponsor for salary advancement are not required to obtain prior approval of said units.
- 3.1.2.2 Upon successful completion of each year of induction, the member is responsible for paying for the units to appear on official transcripts and submitting verification of completion to Human Resources. Induction coursework reflected on official transcripts will be applicable toward salary advancement. In order for coursework to apply to the current year's salary it must be completed by September 1st and submitted to HR by October 1st-15.
- 3.2 Teacher Induction Providers:
- 3.2.1 Teacher Induction Providers (formerly "BTSA Providers") shall be selected by the District, and must have a minimum of three years of successful teaching experience. Criteria for selection of Teacher Induction Providers shall be based upon a review of the applicants resume, credentials, qualifications, letters of recommendation, most recent evaluation and observation of the applicant's teaching performance.
- 3.2.2 The caseloads of Teacher Induction Providers will be determined by the ~~Director of Co-Curricular Activities and Teacher Induction~~ **the District**. Caseloads shall take into consideration the amount of time required to complete the assignment.
- 3.2.3 The job performance of a Teacher Induction Provider is subject to annual review and evaluation by the District.
- 3.2.4 Teacher Induction Providers shall not evaluate Teacher Induction participants.

3.2.5 Compensation Teacher Induction Providers:

3.2.5.1 Teacher Induction Providers will be compensated with a stipend of one thousand ~~two~~ **five** hundred dollars (\$~~1,200~~ **1,500**) per beginning teacher supported; unless the Teacher Induction Provider is acting under ~~his/her~~ **their** job description in the performance of ~~his/her~~ **their** duties.

~~3.2.5.1.1 The District will provide financial information to the Association each year by December 1 as to the amount of funding allocated for Teacher Induction.~~

3.2.5.2 Teacher Induction Providers will provide services to no more than four (4) beginning teachers, unless the Teacher Induction Provider is performing the services under ~~his/her~~ **their** job description.

3.2.5.3 In return for the Teacher Induction stipend, the Teacher Induction Provider will provide support and assistance to beginning teachers as required by the Teacher Induction Program, attend required meetings and carry out other necessary duties as prescribed by the ~~Teacher Induction Program Director and the Director of Co-Curricular Activities and Teacher Induction~~ **the District**.

3.2.5.4 Stipends shall be paid twice a year in December and at the end of each school year subject to completion of the required support services.

3.2.5.5 Release time will be given as needed for training, observations, and meetings which are required by the Teacher Induction Programs. Release time for a Teacher Induction Provider will be allowed in consultation with the Teacher Induction Provider's site administrator.

3.3 Speech Language Pathologist Clinical Fellowship Year (CFY):

There will be a mentored clinical experience program for qualifying Speech Language Pathologists.

3.4 CFY Providers/Mentors:

3.4.1 Duties and Responsibilities of CFY Providers/Mentors will comply with the requirements of the State of California Commission on Teacher Credentialing.

3.4.2 Compensation CFY Providers/Mentors:

3.4.2.1 CFY Providers/Mentors will be compensated with a stipend of one thousand ~~two~~ **five** hundred dollars (\$~~1,200~~-**1,500**) per Speech Language Pathologist supported; unless the CFY Provider/Mentor is acting under ~~his/her~~ **their** job description in the performance of ~~his/her~~ **their** duties.

3.5 Intern Support:

Duties for Members who provide support to interns will be according to the MOUs between the District and each of the agencies who sponsor interns.

3.5.1 Compensation Intern Support Providers:

3.5.1.1 Intern Support Providers will be compensated with a stipend of one thousand ~~two~~ **five** hundred dollars (\$~~1,200~~-**1,500**) per intern teacher supported; unless the Intern Support Provider is acting under ~~his/her~~ **their** job description in the performance of ~~his/her~~ **their** duties. MOUs between the District and agencies will be made available if requested by the Association President.

3.5.1.2 Stipends shall be paid twice a year in December and at the end of each school year subject to completion of the required support services.

ARTICLE 4 - WORK DAY / WORK YEAR

4.1 General Responsibilities of Members:

- 4.1.1 The District will designate specific days each school year for Elementary School teacher conferences. Secondary School Members will participate in staff development on the Elementary Schools parent/legal guardian teacher conference days. All Members who teach at grades TK-6 shall have two-full days to conduct parent/legal guardian conferences. The two days to conduct parent/legal guardian conferences shall be determined by the calendar committee. Whether Members who teach 7th and 8th grade students at a K-8 school will conduct parent/legal guardian conferences shall be determined by the Principal in consultation with the Site Leadership Team. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Members are responsible for regular communication with parent/legal guardians to keep them aware of the:
- a. Goals and objectives of the instructional program for their students;
 - b. Progress of the individual student in pursuit of the class objectives;
 - c. Special needs or problems of students as observed by the Member;
and
 - d. Special accomplishments of students.
- 4.1.2 In addition to communicating the purposes and expectations of the instructional program, each Member is responsible for a reasonable attempt to keep parent/legal guardians informed regarding the progress of their student(s).
- a. Each Member shall provide parent/legal guardians with objective evidence of their student's progress at each grading period.
 - b. Parent/legal guardians of students who are doing unsatisfactory work or failing to meet other expectations of the Member, are to be notified when that condition becomes apparent to the Member. Members should make every reasonable effort to obtain parent/legal guardian support and involvement to assist in resolving the student's problems.

- c. Before assigning a student a failing grade, a Member will make a reasonable effort, in a manner approved by a Principal or Administrator, to alert the parent/legal guardians in advance to the student's academic problems that are leading to the failing grade. If unusual circumstances do not allow for such advance notification, the failing grade must be approved by the Principal or Administrator and a reasonable effort must be made by the Member to report to the parent/legal guardian that the student is receiving a failing grade.

4.2 Work day:

- 4.2.1 ~~The normal teaching assignment at Secondary Schools shall be the equivalent of five (5) teaching periods and one (1) period for preparation. For Elementary Schools on Monday, Tuesday, Thursday and Friday there shall be at least three hundred and twenty five (325) minutes per day of direct student instruction with the exception of K-8 schools which shall be at least three hundred and sixty (360) minutes for grades 7-8. Beginning with the 2015-2016 school year~~ The normal teaching assignment at Secondary Schools shall be the equivalent of five (5) teaching periods and one (1) period for preparation. For Elementary Schools on Monday, Tuesday, Thursday and Friday there shall be at least three hundred thirty two (332) minutes per day of direct student instruction with the exception of K-8 schools which shall be at least three hundred and **sixty-seven** (367) minutes for grades 7-8. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools, Community Day Schools and other special and pilot programs. Charter Schools Field Study Days are instructional days in which students may be at their home school or off campus doing job shadows, community service, career exploration or field trips.
- 4.2.2 Elementary and Secondary Schools shall have a Late Start/Early Release day, as determined by the District, which will be used for activities that will lead to increased student achievement, including but not limited to faculty meetings, professional learning community meetings, professional development, grade level planning activities, subject area planning activities, articulation activities,

and collaboration activities, as assigned by the Principal or site administrator, in consultation with the School Site Leadership Team. Flexible time shall be designated to special education staff for collaboration.

4.2.2.1 Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools, Community Day Schools and other special and pilot programs.

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

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

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

- a. A lunch break of thirty (30) duty-free minutes. The Principal or Supervisor shall organize the Member's schedule in such a manner that each Member has a thirty (30) minute duty free lunch each day; any interruption of the thirty (30) minutes by the administration or designee will result in the Member being given an additional duty free amount of time equivalent to the interruption, as soon as possible on the same day. Members shall not be required to stand noon duty during the students' lunch-recess period, unless needed because a situation arises as determined by the Principal or designee (e.g. emergency, weather related issues). **During non-emergency fieldtrips and other events, Members shall develop a schedule to provide thirty (30) minute duty-free lunch which provides for continued supervision of students during the event/fieldtrip.**
- b. Members shall report for duty twenty (20) minutes prior to commencement of the instructional day.

4.2.6 A part-time Member's compensation will be based on the hours of the part-time Member's workday as a percentage of a regular workday.

4.2.7 Site administrators will reasonably and equitably require Members, as part of their professional and contractual obligations, to participate in curricular and

instructional school duties, including Individualized Educational Plan meetings, Section 504 meetings and Student Study Teams, and in conferring with and advising parent/legal guardians, including back to school night and open house.

4.2.7.1 The District will pay Members for the following additional after-school duties at the rate of ~~\$30.00~~ **\$40.00** per hour:

1. Mandatory training for which mini-units are not provided, and which are conducted outside of Late Start/Early Release Day (see Article 13.4).
2. Mandatory training for which a Member is not able to use mini-units credit because the Member has more than ninety (90) units and which are conducted outside of Late Start/Early Release Day, subject to District funding limitations.
3. Mandatory staff meetings that are conducted after school, but that could have been conducted on Late Start/Early Release Day.
4. Mandatory meetings or duties for District-wide development of curriculum conducted outside of Late Start/Early Release Day.
5. Mandatory meetings/trainings require two workday notice; unless emergency circumstances warrant waiver of the notice.

4.2.7.2 Members may be paid ~~\$125~~ **\$150** per ½ day and ~~\$250~~ **\$300** per full day for summer workshops and conferences at TRUSD unless there is a stipend rate that covers that assignment, or a grant rate, which shall apply instead.

4.2.8 Site administrators will also reasonably and equitably distribute required participation in adjunct duties, in consultation with the School Leadership Team. Members will not be involuntarily required to participate in more than twenty (20) hours per school year of adjunct duties, except for participation in the School Leadership Team, which shall be sufficient to satisfy the mandatory adjunct duty requirements. **For members assigned multiple sites, adjunct duty hours shall not exceed twenty (20), when all site hours are combined.**

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

4.2.10 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.

4.3 Preparation Time:

4.3.1 All Elementary School Members will have sixty (60) minutes of continuous preparation time on Late Start/Early Release Day. The one hundred twenty (120) minutes will be divided as follows: sixty (60) minutes for teacher prep time (grades TK-12); sixty 60 minutes for staff meetings/PD/PLC. If Early Release the first sixty (60) minutes will be allocated for staff meetings PD/PLC. If Late Start, prep time is first. The primary intent of preparation time is that it will be used by the Member for planning and preparation for curricular and instructional activities. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Flexible time shall be designated to special education staff for collaboration.

4.3.1.1 Elementary (TK-6) teachers will receive ninety (90) minutes of prep time per week ~~beginning in the 2015/2016 school year~~. Prep time missed due to holidays **or absence of the prep time coverage teacher** will be made up within thirty (30) days of the missed prep time

or compensated at ~~twenty-five dollars (\$25)~~ **thirty dollars (\$30)** for the missed prep time.

- 4.3.2 Preparation periods for Secondary School Members, including Teacher Librarians, and 7th and 8th grade Members on K-8 sites shall be equal to at least one full student period and shall be proportionately adjusted to modified schedules. The primary intent of preparation time is that it will be used by the Member for planning and preparation for curricular and instructional activities. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs.
- 4.3.3 With the approval of the Principal or ~~his/her~~ **their** designee, Members may leave the school premises to conduct meetings, conferences and to carry out duties related to the services for which the Member is employed.
- 4.4 The TRUSD special education department will provide teacher substitutes to school sites for IEP meetings to allow IEP meetings to be held during the school day, when necessary. The number of substitute days will be determined by the TRUSD special education department and site principal.
- 4.5 Substituting:
- 4.5.1 Secondary School Members may be asked to serve as a substitute during ~~his/her~~ **the employee's** preparation period, when no substitute is available. Members have the right of refusal. Principals will first ask for volunteers and if no volunteer is available, will make the assignment on a rotating basis. Members who serve as substitutes shall be paid the substitute rate of ~~fifty dollars (\$50)~~ **sixty (\$60)** per period. Only Members who have a preparation period qualify for this substitute rate. (Effective 7/1/2017)
- 4.5.2 In Elementary Schools, if no substitute teacher is available, Principals will make every effort not to place students in other Members' classrooms. However, in the event a substitute teacher cannot be located, students may be placed in another Members' classroom based on district process. Members who have extra students placed in their class shall receive compensation of ~~fifty~~ **sixty** dollars (~~\$50~~ **\$60**) per day for payment to a maximum of four (4) teachers per divided class. (Effective 7/1/2017)

4.5.3 In 7-8 and 7-12 configuration schools, in the event of an emergency with no substitute teacher is available, coverage will be satisfied first through 4.5.1 and if necessary then by 4.5.2. The District shall communicate the details of these emergency situations to TRUE.

4.6 Sixth (6th) Period Assignment:

Members with teaching assignments in Secondary Schools may be offered employment to teach during the preparation/conference period. Said employment shall be on a voluntary basis. Sixth period assignments must be approved by the Board of Trustees. When such employment is accepted, it shall be compensated at the rate of ~~sixty dollars (\$60)~~ **seventy dollars (\$70)** per period. The District shall forward to the Association in November and March a report on the number of teachers on sixth (6th) period assignments by department and school.

4.6.1 All sixth period teaching assignments shall be paid monthly.

4.7 Student Minimum Days:

4.7.1 ~~A student minimum day consists of two hundred and forty (240) instructional minutes at Elementary Schools and two hundred fifty five (255) instructional minutes at Secondary Schools. Starting in 2015-2016 a~~ **A student minimum day consists of two hundred forty seven (247) instructional minutes at Elementary Schools and two hundred sixty two (262) instructional minutes at Secondary Schools.**

4.7.2 Student minimum days shall be scheduled for the last student day before Winter Break and the last day of school for grades K-12. At Secondary Schools, the District may provide student minimum days for administration of Statewide Assessments and for semester finals. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs.

4.7.3 For Members at Elementary School sites, there shall be one (1) student shortened day to conduct parent communications. A student shortened day consists of a day that ends sixty (60) minutes before the end of a normal student instructional day.

4.8 Association Business:

- ~~4.8.1 The Association President, Officers and Representatives, shall be released at the end of the instructional day as necessary to attend scheduled Association meetings. The Association President shall give prior notice to the Superintendent or designee of each meeting date. The Association President, Officers and Representatives shall also be released in accordance with and to the extent required by the Educational Employment Relations Act (EERA).~~
- ~~4.8.2 The Association President shall be allowed to use his/her preparation period for Association business as necessary, with prior notice to the principal or site administrator of the President.~~
- ~~4.8.3 The Association President or his/her designee shall be allowed a total of ninety (90) days of release time to conduct Association business.~~
 - ~~4.8.3.1 A Member serving as Association President who is assigned in a Secondary School is entitled to be released for a maximum of three (3) periods per school day, one period of which will be his/her preparation period, to conduct Association business. A Member serving as Association President who is assigned to an Elementary School or a non-classroom based teacher is entitled to be released for fifty percent (50%) to conduct Association business.~~
 - ~~4.8.3.2 All release time must be used in an educationally sound manner that does not detract from student learning. The Association shall pay for all costs incurred by the District in affording the Association President and/or designee up to a total of ninety (90) days release time.~~
 - ~~4.8.3.3 The Association shall give notice to the Assistant Superintendent **Chief Human Resources Official** of Human Resources or his/her designee no later than June 15 of each year of its intention for the use and allocation of release time for the forthcoming school year.~~

4.8 Association Business and Leave

4.8.1 Association President Leave

- 4.8.1.1 The Association President shall be granted a leave of absence during their term of office to conduct Association business.**
- 4.8.1.2 The Association President shall be paid their full salary and**

fringe benefits by the District; and the Association shall reimburse the District for the full salary, related costs, and fringe benefit expenses.

4.8.1.3 The Association shall give notice to the Chief Human Resources Official of Human Resources or his/her their designee no later than June 1 of each year of its intention for the use and allocation of release time for the forthcoming school year.

4.8.1.4 Upon termination of an Association leave, the Association President shall return to the same work site within two years which they had immediately preceding commencement of the leave if they have the appropriate credential.

4.8.1.4.1 If the worksite held by the Association President no longer exists or if the leave extended beyond two years at the termination of their leave, the Association President shall be placed on the involuntary transfer list.

4.8.1.5 No financial burden shall be placed upon the District during an Association Leave. Upon termination of the Association Leave, the Association President shall notify the District and return to their position beginning July 1 following the termination of the leave. The Association shall cease reimbursement to the District for full salary, related costs, and fringe benefits.

4.8.2 Association Officers and Representative Business

4.8.2.1 The Association Officers and Representatives shall be released in accordance with and to the extent required by the Educational Employment Relations Act (EERA).

4.8.2.2 All release time must be used in an educationally sound manner that does not detract from student learning. The Association shall pay for all costs incurred by the District in affording the release time.

4.9 Work Year:

4.9.1 Instructional Year:

- 4.9.1.1 There shall be one hundred and eighty (180) instructional days in a work year. Exceptions to the above may occur at Opportunity Schools, Alternative Schools, Charter Schools and other special and pilot programs. Field Study Days at Charter Schools 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.
- 4.9.1.2 Changes in the instructional year may only occur after consultation with the Association and approval of the Board of Trustees, except in cases where an emergency arises.

4.9.2 Days in Work Year: ~~(Effective 7/1/2017)~~

- 4.9.2.1 Members who are placed on salary schedules one (1) and five (5) will be required to work 186 days.
- 4.9.2.2 Classroom teachers new to the District will be required to work 187 days.
- 4.9.2.3 Members who are placed on salary schedule two (2) will be required to work 192 days.
- 4.9.2.4 Members who are placed on salary schedule six (6) and seven (7) will be required to work 198 days.

Status Quo

ARTICLE 5 - LAYOFFS

- 5.1 The employment rights of Members with regard to layoffs are set forth in the Education Code, and the District will adhere to the Education Code when dealing with layoffs. Neither a Member nor the Association shall be allowed to grieve layoffs, but shall instead avail of Education Code hearing rights.
- 5.2 In the event of layoffs, the District will make its best efforts to minimize the disruptive effects of said layoffs.

ARTICLE 6 - LEAVES

6.1 Sick Leave:

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

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

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

1. Illness, diagnosis, care, or treatment of an existing health condition of, or preventive care for, a Member or a Member's family member.
 - a. Family members include the Member's parent, child, spouse, registered domestic partner, grandparent, grandchild, and sibling.
 - b. Preventive care would include annual physicals or flu shots.
2. For a Member who is a victim of domestic violence, sexual assault, or stalking.

Personal Necessity Leave:

A Member who is in paid status for an entire school year may use up to seven (7) days of ~~his or her~~ **the employee's** accrued sick leave as personal necessity leave in each school year. Members who are in paid status for less than an entire school year shall be allowed to use personal necessity leave on a pro-rated basis. Personal necessity leave may be taken for any of the following reasons:

- a. The death of a child, parent, spouse, or domestic partner of the Member.
- b. Accident, involving the Member's person or property, or the person or property of the Member's immediate family.
- c. Other emergency situations that require immediate attention.
- d. Other personal compelling reasons, which shall be subject to verification by the District.
- e. For the birth of a child, in addition to Parental Leave as provided in section 6.5.

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

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

6.1.5 Verification required: For illness or injury, a signed statement of the Member will suffice in most cases. However, after four (4) consecutive days of the illness or injury, **for the fifth (5th) day and moving forward** the District may require that a claim for sick leave be supported by a written statement from the Member's medical provider. In cases other than illness or injury, the District may require verification at its discretion.

6.1.6 Sick Leave Notification: The District will notify each Member on the Member's regular pay warrant of the Member's accrued sick leave balance. **If Member has accurately and timely entered the absence, the sick leave balances shall be updated within one pay warrant of sick leave banks being adjusted.**

6.2 Leaves Under The Family Medical Leave Act

The District will comply with the requirements of the California Family Rights Act and the Federal Family and Medical Leave Act in providing unpaid leave to eligible Members under the terms of those laws.

6.3 Industrial Accident/Extended Illness

A Member absent from ~~his/her~~ **the employee's** duties because of a qualified industrial accident or sickness will be afforded industrial accident/extended illness leave in accordance with California law.

6.4 Bereavement Leave

In the case of death in the Member's immediate family, a Member shall be granted necessary leave of absence with pay for five (5) days. "Members of the immediate family" means: 1) the Member's spouse or domestic partner, child **(including stillbirth and miscarriage)**, step-child, sibling, parent, mother-in-law, father-in-law, step-parent, grandparent, grandchild, ~~daughter-in-law, son-in-law~~ **children-in-**

law, or any relative residing in the immediate household of the employee; or 2) the child, step-child, sibling, step-parent, grandparent, grandchild, ~~daughter-in-law, son-in-law~~ **children-in-law** of the Member's spouse or registered domestic partner (in accordance with Education Code 44985). Additional leave for bereavement purposes may also be available through use of personal necessity leave as provided in Section 6.1.3 (3). The Member shall provide proof of the need for bereavement leave upon request by the District.

6.5 Parental/Adoption Leave

Parental or adoption leave will be provided in accordance with the Federal Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. Sections 2611, et seq.) and the California Family Rights Act (CFRA; Government Code Section 12945.2). The District will provide two (2) days of paid parental leave for the birth or adoption of a child.

6.6 Jury Duty or District Witness Service

Employees may be absent from duty to serve as jurors or court witnesses (except cases arising from employee misconduct or employee's personal business), without loss of pay. Fees paid to the employee for services as juror shall be payable to the District. A separate mileage and/or parking fee, if provided, shall remain the property of the employee.

6.7 Military Leave

6.7.1 The District will administer military leave in accordance with State and Federal laws governing military leave and will accord Members all rights afforded by those laws. Members will carry out all of their own duties and responsibilities required to avail them of their rights under said laws. The District will provide notification of these rights to applicable Members upon request.

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

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

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

6.8 Terminal Illness Leave

A permanent Member, upon the exhaustion of all sick leave and extended illness leave, and who is otherwise ineligible for Catastrophic Leave, and who has written verification from two medical doctors that ~~he/she~~ **the employee** is terminally ill, shall be entitled to enroll in the catastrophic leave program even if the Member had not previously enrolled in the catastrophic leave program and would otherwise be ineligible for the catastrophic leave program. Terminal Illness Leave shall provide the employee full compensation for each month or part thereof that the employee survives for a period not to exceed twelve (12) calendar months, offset by any short term or long term disability payments received by the employee. The maximum sum paid the employee shall not exceed ~~his or her~~ **the employee's** normal compensation.

6.9 Personal Leave

6.9.1 Leave for Seeking or Holding Public Office or for Government Services: A one

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

6.9.2 Overseas ~~Teaching~~ Educating: Upon the recommendation of the District Superintendent, an unpaid leave may be granted of not more than one (1) school year for overseas ~~teaching~~ **educating**. Extension of this leave may be granted by the Board upon request, but such extension shall not exceed one (1) additional school year. The number of persons on overseas assignment shall be limited each year to not more than one percent (1%) of the total District certificated staff. A leave of absence for overseas ~~teaching~~ **educating** may be granted to employees who have ~~taught~~ **been employed** at least one (1) year as a permanent employee of the District. An employee returning to the District after such a leave will be granted salary step increments for the time spent in an overseas ~~teaching~~ **educating** assignment at the District's discretion. Request for overseas ~~teaching~~ **educating** leave must be submitted by April 1 of the school year preceding the requested leave.

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

6.9.4 Scholarships and Fellowships: A leave without pay may be granted by the Board to any permanent certificated employee for the purpose of accepting a fellowship or scholarship. An employee returning to the District after such leave may be granted a maximum of one (1) salary step increment for the time spent in the fellowship or scholarship program at the District's discretion. Requests for scholarship and fellowship leave should be submitted by April 1 prior to the year of requested leave. Extension of this leave may be granted by the Board upon request, but such extension shall not exceed one (1) additional school

year.

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

6.9.6 Other Personal Leave: An unpaid leave may be granted by the Board to a probationary or permanent certificated employee for a compelling personal reason. During this personal leave, the permanent certificated employee may purchase health benefits through the District. Extension of this unpaid leave may be granted by the Board upon request, but such extension shall not exceed one (1) additional school year.

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

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

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

6.10 Medical Appointments Leave

Each Member at an Elementary School in the District may leave school for medical or dental appointments a maximum of three (3) times in any school year for a period of no more than forty-five (45) minutes at the end of student contact time each day for medical or dental appointments that could not be scheduled after the end of the regular school day. Each Member will make ~~his/her~~ **their** own arrangements to have ~~his/her~~ **their**

assignment covered. The site administrator must agree with the method by which the assignment is covered. Members will not be required to use any portion of their sick leave in these instances. Arrangements for this leave must be made as far in advance as possible with the site administrator's approval.

6.10.1 When this leave is used on an early release day, elementary school members may leave 45 minutes prior to the end of the prep period for medical or dental appointments.

ARTICLE 7 - CLASS SIZE

7.1 The District and the Association agree that Members whose class sizes and/or caseloads exceed the limitations set forth in Paragraphs 7.1.2 and 7.1.2.2 will be entitled to overage payments as set forth in paragraph 7.5.1 and 7.5.2.

7.1.1 Definitions: Grades 5-8 Core Setting (EC 44258.1): “The holder of a credential authorizing instruction in a self-contained classroom may teach in any grades 5-8, inclusive, in a middle school, provided that he or she teaches two or more subjects for two or more periods per day to the same group of pupils, and, in addition, may teach any of the subjects he or she already is teaching to a separate group of pupils at the same grade levels as those pupils he or she already is teaching for an addition period or periods, provided that the additional period or periods do not exceed one-half of the teacher’s total assignment.” Grades 7-12 ELD is a content subject area. ELD is instruction appropriate for the level of language proficiency as identified for each EL student. The instruction is designed to promote the effective and efficient acquisition of listening, speaking, reading and writing skills of the ELD student. Service is restricted to the grade level of the document.”

7.1.2 Maximum number of students assigned:

	Maximum Total Assigned without overage payments	Maximum Class Sizes without overage payments	Hard Cap
TK-3 General Education Classes – The payment of overages for TK-3 expires on June 30, 2022 2025 – See 7.1.2.2.4 and 7.1.2.2.5. This collectively bargained alternative shall expire on June 30, 2022 2025 , and the sections of this Article relative to TK-3 grade span adjustment shall be null and void.	26	26	
K-6 General Education Classes [exception for TK-3 as noted immediately above]	30	30	34
K-6 combination classes [exception for TK-3 as noted immediately above]	28	28	28
Academic Classes (7-12) or Core Setting	170	34	
Alternative Programs (7-12)	160	32	
Independent Study- Keema	See Article 23	See Article 23	
7, 8, & 9 Opportunity Classes	18	18	
Marching Band	40	40	
Performing Arts Classes	160	32	
	Maximum Total Assigned without overage payments	Maximum Class Sizes without overage payments	
CTE Classes	160	32	
Dual Enrollment Classes	170	34	
Lab Classes: Science (9-12), Shop, Culinary	140	28	
Physical Education	210	42	
English Language Development (ELD 7-12)	120	24	
Intensive Intervention	145	29	
Special Education Maximum Assigned Case Load Without Overage Payments	Class Size	Caseload	
Resource Specialist (RSP)	28	28	
Special Day Class/Learning Handicap pp Transition to Academic Program (TAP) (Mild/Moderate); Resource	15 Elementary 18 Secondary	15 Elementary 18 Secondary	

Specialist Plus; and Severe Disorder Language			
Special Day Class/Severely Handicapped Reaching Independence through Structured Learning (RISE)(Moderate/Severe); Special Day Class/Bridge (Moderate/Severe/Autism); Transition Opportunities Program (TOP) (Moderate/Severe) for grade 12+	12	12	
Achieve: Intensive Therapeutic Support Program	10	10	
Emotionally Disturbed Social Emotional Learning Foundations (SELF)	12	12	
Orthopedically Impaired/ Orthopedically Handicapped	12	12	
Language Speech Hearing Specialist* Speech and Language Pathologist*		55	
* Number of students receiving services at least once per week, as evidenced by Member.			

7.1.2.2 Maximum Class Sizes and Caseloads

7.1.2.2.1 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.

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

7.1.2.2.3 In Elementary School combo classes, there will be a **hard**

cap of 28 students per class.

7.1.2.2.4 ~~Based on 2018-19 Negotiations,~~ The goal of the District is to maintain a maximum class size of 24 students in grades TK-3. The annual average class size for TK-3 shall not exceed 26 students for each school site. This is with the knowledge that the grade span adjustment of the Local Control Funding is an average of 24 to 1 with full implementation. TK-3 classes that exceed 24 is an exception and requires a specific explanation by the District to be provided to the Association President twice a year, by November 1 and March 1. The base annual average class size for TK-3 for each school site shall be as defined in 7.1.2.2.2 for designating supplemental and concentration funding only. This collectively bargained alternative shall expire on June 30, ~~2022~~ **2025**, and the sections of this Article relative to TK-3 grade span adjustment shall be null and void.

7.1.2.2.5 The parties hereby agree that section 7.1.2.2.4 of the Agreement constitutes a collectively bargained alternative annual average class enrollment for each school site in grades TK through 3 in accordance with Section 42238.02(d)(3)(B) of California's Education Code. This collectively bargained alternative shall expire on June 30, ~~2022~~ **2025**, and the sections of this Article relative to TK-3 grade span adjustment shall be null and void.

- 7.2 All Elementary School classes and Special Ed. Caseloads shall be balanced within fifteen (15) working days from the start of the school year. This date shall be defined as "the balancing date".
- 7.3 The district shall provide the Association with member service provider caseloads on October 15, January 15 and March 15 for elementary sites and October 15 and March 15 for secondary sites.

7.4 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 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 **eighty dollars** ~~\$60~~ **\$80** per student. See exception for grade span adjustment for TK-3, sections 7.1.2, 7.1.2.2.4 and 7.1.2.2.5. This collectively bargained alternative shall expire on June 30, ~~2022~~ **2025**, and the sections of this Article relative to TK-3 grade span adjustment for TK-3 grade span adjustment shall be null and void.

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 ~~sixty~~ **eighty** dollars ~~\$60~~ **\$80** per student. See exception for grade span adjustment for TK-3 sections 7.1.2, 7.1.2.2.4 and 7.1.2.2.5. This collectively bargained alternative shall expire on June 30, ~~2022~~ **2025**, and the sections of this Article relative to TK-3 grade span shall be null and void.

7.5.1.3 Payments for overages in Elementary Schools will be made four (4) 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, March 15 and May 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; for the March 15 overages, no later than May 10; and for the May 15, no later than July 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.

7.5.1.4 Payments for overages in Special Education Elementary Classes will be made according to the schedule in 7.5.1.3. The amount shall be assessed and payments based on the amount of students over caseload and class size in 7.1.2.

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 7.1.2 above, the Member shall be entitled to payment of ~~sixty~~ **eighty** dollars ~~-\$60~~ **\$80** for each student above the numbers listed under Maximum Total Assigned without Overage Payments or Maximum Class Sizes without Overage Payments, in 7.1.2, whichever is greater.

7.5.2.2 Payments for overages will be made three (3) times a year. Overages 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 and May 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; for the March 15 overages, no later than May 10; and for the May 15 overages, by no later than July 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 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.

7.5.2.4 Payments for overages in Special Education Secondary Classes will be made according to the schedule in 7.5.2.2. The amount shall be

assessed and payments made based on the amount of students over caseload and class size in 7.1.2.

7.6 Combination Classes

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

ARTICLE 8 – ASSIGNMENTS, REASSIGNMENTS AND TRANSFERS

8.1 Definitions:

- 8.1.1 A “transfer” is defined as a change in a Member’s assignment from one work site to a different work site.
- 8.1.2 A “reassignment” is defined as a change in a Member’s teaching assignment from one department to a different department at the same work site, or within the same program or a change in a Member’s teaching assignment from one grade to a different grade at the same site, or from one subject area to a different subject area at the same site.
- 8.1.3 A “vacancy” is defined as an unfilled certificated employment position to which no Member is assigned.
- 8.1.4 A “voluntary transfer” is defined as a transfer initiated by the Member and approved by the District.
- 8.1.5 An “involuntary transfer” is defined as a transfer initiated by the District, based on the reasons set forth in Section 8.4.1.
- 8.1.6 An “administrative transfer with good cause” is a transfer initiated by the District on the grounds set forth in Section 8.5.

8.2 Listing of Members in Positions: The Association shall be provided by September 15 each year with a list of all Members, their positions and site/department for that school year.

8.3 Assignment and Reassignment:

8.3.1 Annual Notification of Assignment for Next School Year: Members will be notified of tentative assignments by March 1. A member will be notified in writing within five (5) work days prior to the end of school or as soon as reasonably practicable of the Member’s permanent assignment and, to the extent possible, major extra duty assignments for the coming school year. Should a scheduling or staffing change occur during the summer that necessitates a change in a Member’s announced assignment, ~~he/she~~ **the employee** shall be notified in writing as soon as the change is finalized.

8.3.1.1 Assignment of School Psychologist, Speech Language Pathologist, Program Specialist and School Nurses:

8.3.1.1.1 Members of these Specialty Groups may submit preferences for work assignments for the following year to the Executive Director or designee by February 15.

8.3.1.1.2 By March 1, the Executive Director of Special Education or designee will notify, in writing, of the Member's tentative assignment for the following year. If there is a change in assignment after that date, the Member will be notified and given the opportunity to discuss the change. The District shall determine assignments based on student and District needs and Member preferences.

8.3.1.1.3 ~~Move to 8.3.2.2 A Reassignment may be initiated by the District for any of the following reasons; including, but not limited to, a decrease in the number of students at a site, department or program, the elimination or reduction of programs, the opening or closing of schools or programs, layoffs, a decrease in funding in a program, department, or subject matter, or a change or increase in required qualifications that the Member does not possess. Any change will be discussed with the Member before it is implemented.~~

8.3.2 Reassignment:

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

8.3.2.1.1 Any qualified Member at a site who applies for a vacancy at the site shall be considered for the vacancy.

8.3.2.1.2 When there is a vacancy at a site, the site administrator will make every reasonable effort to notify Members at the site of the vacancy. The site administrator may then permit

Members at that site to fill the vacancy prior to posting the vacant position in the District postings.

8.3.2.2 Moved A Reassignment may be initiated by the District for any of the following reasons; including, but not limited to, a decrease in the number of students at a site, department or program, the elimination or reduction of programs, the opening or closing of schools or programs, layoffs, a decrease in funding in a program, department, or subject matter, or a change or increase in required qualifications that the Member does not possess. Any change will be discussed with the Member before it is implemented.

8.3.2.2.1 Members reassigned to another school site after July 30 through the balancing date to a grade level different from that assigned on July 29 shall be reimbursed up to \$500 for previously purchased educational supplies and materials with submission of reimbursement form and required documentation (i.e. receipts for purchases).

8.3.3 Assignments and reassignments will not be made in an arbitrary or capricious manner. Upon request, a reassigned Member will be given written notice of the reason or reasons for the reassignment by the ~~Associate Superintendent~~ **Chief Human Resources Official** or designee.

8.4 Transfers:

8.4.1 Involuntary Transfers:

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

8.4.1.1 Any involuntary transfer will not be made in an arbitrary and capricious manner.

8.4.1.2 If an involuntary transfer becomes necessary, the site administrator or the District will first request volunteers to meet the need(s) for involuntary transfer(s). Thereafter, the needs will be satisfied in the following order: 1) temporary teachers will be first transferred; 2) first year probationary teachers will be next; and 3) second year probationary teachers will be last. Seniority dates will break any ties when applying the foregoing categories to satisfy the need for an involuntary transfer. If, after initiating an involuntary transfer based on the foregoing categories, additional Members need to be involuntarily transferred, selection will be based on the seniority of the Members. **A list of all members who will be involuntarily transferred as well as their seniority dates and current position shall be shared with the Association within 5 business days after the involuntary transfer seniority has been determined.**

In the event the seniority date does not break a tie, the following criteria shall be used based on district needs:

- 1. Clear credential**
- 2. Preliminary credential**
- 3. Additional credentials held**
- 4. Additional subject matter authorizations**
- 5. Additional supplementary authorizations**
- 6. Advanced degrees (Doctorate followed by Masters)**
- 7. National Board Certification**
- 8. Number of units earned**
- 9. BCLAD**
- 10. Year of prior certificated experience in a TK-12 setting**

8.4.1.3 Any Member who is being involuntarily transferred will list ~~his/her~~**the employee's** preferences from the list of the available vacant positions. ~~Every effort will be made for said~~ **In the event available positions allow for it, members shall** to be placed in one of ~~his/her~~ **the employee's** top three **ranked** preferences **giving consideration to seniority**, so long as ~~he/she~~ **the employee** possesses the certifications and qualifications, and otherwise meets the requirements

of the position. All involuntarily transferred Members will be placed by the District in vacant positions prior to opening positions to voluntary transfer and outside candidates.

- ~~8.4.1.4~~ A Member who is involuntarily transferred will be given priority consideration for an interview for a transfer to a vacant position that is in the same subject matter area and department as the Member was assigned to at the Member's previous site.
- ~~8.4.1.5~~ The District will give priority consideration for an interview for vacancies to internal applicants who are involuntarily transferred as a result of school closures, based on appropriate credentials and experience.
- ~~8.4.1.6~~ 4 A Member who is involuntarily transferred following the start of the school year will be permitted, upon reasonable request, one (1) to three (3) days of preparation time for the transfer to the new site, with the consent of the ASHR **Chief Human Resources Official** or designee. The number of days granted will depend upon the difficulty of preparation for the new assignment.
- ~~8.4.1.7~~ 5 Upon request, an involuntarily transferred Member will be given written notice of the reason or reasons for the involuntary transfer by the ~~Associate Superintendent~~ **Chief Human Resources Official** Human Resources or designee. The ~~Associate Superintendent~~ **Chief Human Resources Official** or his/her **their** designee will notify the Member of the involuntary transfer by May 1 or as soon as reasonably practicable after the needs of the District have been ascertained. If the Member objects, the employee may request a meeting with the ~~Associate Superintendent~~ **Chief Human Resources Official**. The Member may at his/her **their** option, have an Association representative present at the meeting.
- ~~8.4.1.8~~ 6 If a particular school is to be closed, then Members at that school shall be treated as involuntary transfers, and shall be accorded the

transfer rights given to involuntary transfers to the extent reasonably practicable.

8.4.1.9 **7** The District will provide boxes as needed to move District-owned property to the Member's new site. The District will, to the extent feasible, move District-owned property to the Member's new site. Personal items intermixed with District-owned property shall be moved by the District at the Member's own risk.

8.4.1.8 Members involuntarily transferred to another site after July 30 through the balancing date to a grade level different from that assigned on July 29 shall be reimbursed up to \$500 for previously purchased supplies and materials with submission of reimbursement form and required documentation (i.e. receipts for purchases).

8.4.2 Voluntary Transfers

8.4.2.1 A Member may submit a written request for a voluntary transfer at any time. It is the Member's responsibility to monitor all postings.

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

8.4.2.3 A Member may initiate a transfer by applying for a posted vacant position.

8.4.2.4 A Member who applies for a vacancy may request a written confirmation of the receipt of ~~his/her~~ **their** application, which shall be provided by the District as soon as practicable.

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

8.4.2.6 Voluntary transfer requests shall be approved or disapproved based on the needs of the District, but a voluntary transfer request shall not be denied arbitrarily or capriciously. A Member who is on an improvement plan or who has a current unsatisfactory evaluation in

one or more categories will only be allowed to transfer if the Member agrees that the improvement plan will follow the Member to the new site.

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

8.4.3 Legal Prohibitions on Transfers:

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

8.4.3.2 Nothing in this Transfer article will be construed in a manner that is contrary to state or federal legal requirements and limitations on transfers, including but not limited to the California Education Code, the California Code of Regulations, and the federal Every Student Succeeds Act.

8.5 Administrative Transfers

8.5.1 An Administrative Transfer shall be used in the following situations:

8.5.1.1 To assist in improving the performance of a member who has an unsatisfactory evaluation, and

8.5.1.2 To resolve documented concerns.

8.5.2 Written notice stating the reasons and basis for the Administrative Transfer must be completed by the Site Administrator and received by the ~~Associate Superintendent of Human Resources~~ **Chief Human Resources Official**, Human Resources (ASHR) by March 1st.

8.5.2.1 The ~~Associate Superintendent~~ **Chief Human Resources Official** shall preliminarily approve or deny the proposed Administrative Transfer. To the extent necessary, there shall be no more than eight (8) Administrative Transfers in Elementary and Secondary Schools per

school year.

8.5.2.2 If the ~~Associate Superintendent of Human Resources~~ **Chief Human Resources Official** approves the Administrative Transfer. The Parties involved in the Administrative Transfer are allowed to present their issues to the TRUE Executive Board.

8.5.2.2.1 After consideration by the TRUE Executive Board, the Administrative Transfer will be either continued or withdrawn by the Administration.

8.5.2.3 If the Member does not agree with the decision to continue the Administrative Transfer a grievance can be filed and the grievant will start at Formal Level I, on an allegation that the Administrative Transfer is not based upon reasons defined in 8.5.1 in the Agreement.

8.5.2.3.1 The District can move forward with the Administrative Transfer pending resolution of the grievance.

8.6. Postings:

8.6.1 Postings Prior to March 31: Voluntary Transfer Postings

The District will post on the District's website or other website used for recruitment, e.g. ed-join.org, beginning March 15 or as soon as reasonably practicable thereafter, notice of existing vacancies for the following school year, together with a deadline for applications. Prior to March 31, postings shall be open only to Members who are already employed by the District (including Members on leave who have given notice of their intent to return to work the following year). The District will continue to post vacant positions as it becomes aware of vacancies in the period from March 15 to March 31. The District and/or the site administrator will consider all internal applicants for vacancies during this period, but will not be required to select internal applicants for vacancies.

8.6.1.1 Any Member who is applying for a vacancy will submit an application consisting of name, current site, current grade level and previous positions. Members may submit a letter of recommendation or submit a video interview. A Member will be granted an interview for his/her

their top two (2) choices of vacant positions, to the extent reasonably feasible, so long as the Member possesses the certifications and qualifications and otherwise meets the requirements of the position. However, if more than one Member requests an interview for a given position, the most senior Member will be granted an interview, and the other applicants for that position may also be granted interviews for the vacancy at the discretion of the District.

8.6.1.2 Prior to March 31 as positions become vacant at a work site due to approved transfers, the newly vacant positions may first be assigned by the site administrator to Members currently working at the work site.

8.6.1.3 If a new school is scheduled to be opened, all vacancies at that new school will first be posted to Members prior to March 31 if reasonably practicable. If posted after March 31 all vacancies at a new school will be posted without preference.

8.6.2 Vacancy Postings On and After March 31:

The District will post on the District's website or other website used for recruitment, e.g. edjoin.org, beginning April 1, or as soon as reasonably practicable thereafter, notice of any remaining vacancies for the following school year, that have not been filled prior to March 31 together with a deadline for applications. Such postings may include new vacancies created by the transfers of Members who successfully filled vacancies in the posting rounds that commenced on or about April 1, except as filled by Members under 8.4.2. Postings shall be open to all Members and to external applicants without any priority given to any applicant.

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

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

- 8.6.5 Copies of all postings, including job descriptions, certifications, qualifications, and other requirements for each posted position, will be made available to Members at the Human Resources Department.
- 8.6.6 The applicant who, in the judgment of the site administrator or program administrator, best meets the needs of the District in filling a vacant position will be given the position.
- 8.6.7 When a vacancy occurs after July 15, the District may fill the vacancy without going through posting procedures, unless the vacancy occurs as the result of opening a new school

ARTICLE 9 - EXTRA DUTY ASSIGNMENTS

- 9.0 **In the event a member is out on leave during the pay warrant for the assigned stipend, the responsibilities for the stipend were completed as verified by the site/department supervisor, and another individual is not receiving the stipend, the member shall receive the stipend.**
- 9.1 Department Chair: The Department Chair provisions contained herein are made applicable to sites with grades 7-12 students within the District. Departments are defined as having at least seven periods in a subject area. Exceptions may occur at Alternative Sites.
- 9.1.1 Department Chair Selection:
- 9.1.1.1 A Department Chair must:
1. Be a full-time employee.
 2. Teach a minimum of three periods within the department at the school site.
 3. Must be a member with at least two (2) years of teaching experience in the subject matter area, unless no such member applies for the position.
 4. Have a major, minor, vocational credential or meet ESSA compliance in at least one of the subject areas in the department.
- 9.1.1.2 Criteria for selection of Department Chair shall include but not be limited to the following:
1. At least satisfactory performance as a classroom teacher based on past and present evaluations.
 2. Demonstrated leadership qualities.
 3. Knowledge of curriculum and assessment and analysis of data to modify and enhance instruction.
 4. Possess organizational skills (budget; conduct meetings; maintain inventory, records and reports).
 5. Ability to work collaboratively with district office support staff.
- 9.1.1.3 A Principal shall notify Members at the school site of any vacancy in a Department Chair position for the upcoming school year by March 15.

Any certificated staff member who is qualified to serve as a Department Chair may submit ~~his/her~~ **their** name to the Principal by April 1.

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

9.1.1.5 Department Chair duties shall begin in the fall of the following school year. The Department Chair must attend District subject area meetings and carry out duties as instructed by the site administrator.

9.1.1.6 A Department Chair's single term shall be for a period of two (2) years. A member can reapply and serve additional terms.

9.1.1.7 Termination of the Department Chair shall occur by:

1. Decision of the principal, or
2. Resignation or
3. Transfer/reassignment of department chair.
4. Expiration of the two (2) year term.

9.1.1.8 In the event of a vacancy during the school term, the Principal shall appoint a member to complete the school year as Department Chair.

9.2 Site Athletics Director: The provisions contained herein are made applicable to sites within the District.

9.2.1 Members shall have the opportunity to apply for Site Athletics Director.

9.2.2 A Principal shall notify Members at the school site yearly of an open Athletics Director position by March 15. Any certificated staff member who is qualified to serve as Athletics Director may submit ~~his/her~~ **their** name to the Principal by April 1.

9.2.3 By April 15, the Principal will select the Athletics Director.

9.2.4 The Athletics Directors must:

1. Be a full time employee, and
2. Work at the school site.
3. Be willing to attend meetings that are scheduled by District.

9.2.5 Termination of the Athletics Director shall occur by:

1. Decision of the Principal, or
2. Resignation, or
3. Transfer/reassignment of Athletics Director.

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

9.3 Assistant to the Principal

9.3.1 A certificated staff member will be selected to be an Assistant to the Principal ("Assistant") for Elementary School sites.

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

9.3.1.2. Any permanent certificated staff member interested in the position will submit ~~his/her~~ **their** name to the Principal.

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

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

9.3.3 Responsibilities

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

- a. Act as Principal designee.
- b. Assist with attendance problems.
- c. Act as backup to the Principal and assist with School Site Council activities.
- d. Assist with attendance accounting.
- e. Provide in-service and coordination of teachers' meetings.
- f. Develop behavior management programs.
- g. Organize and manage school incentive programs.
- h. Assist with newsletters to parents.
- i. Inventory and order supplies and textbooks.

- j. Organize and manage special projects at the school.
- k. Assist with preschool activities.
- l. Manage and organize testing and survey materials.
- m. Develop schedules and time lines.
- n. Perform other responsibilities reasonably related to the position.

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

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

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

9.3.4 Stipend:

9.3.4.1 A stipend of \$1,900 will be paid to the Assistant to the Principal in two payments. (Effective 7/1/2017)

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

9.3.5 Evaluation and Training

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

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

9.4 Department Chair, Head Counselor & Assistant to the Principal:

9.4.1 The following stipends shall be paid in two payments. All stipends paid for extra curricular duties shall be paid in accordance with the new “Credible Compensation” Rules, which took effect on January 1, 2015, to the STRS DBS Program. (Effective 7/1/2017)

DEPARTMENT CHAIR, HEAD COUNSELOR & ASSISTANT TO THE PRINCIPAL	
Secondary Schools:	Per Year
7 to14 periods	\$1,100
15 to 39 periods	\$2,100
40 to 54 periods	\$2,600
55+ periods	\$3,100
Adult Education-refer to Article 21	
K-6, K-8 Charter and 7-8 Charter program:	
Assistant to the Principal	\$1,900
Westside Charter Teachers	\$1,600
Community Day School	\$2,500
Special Education Secondary:	
7 to14 periods	\$4,100
15 to 25 periods	\$5,100
26 to 39 periods	\$5,600
40 to 54 periods	\$6,100
55+ periods	\$6,600
Head Counselors	
Head Counselor 5-8, 6-8, 7-8 (up to 499 students @ school)	\$600
Head Counselor 5-8, 6-8, 7-8 (500+ students @ school)	\$1,100
High School grades 9-12 Head Counselor (3 FTE or more counselors)	\$3,100
High School grades 9-12 Head Counselor (2 FTE counselors)	\$2,100

9.5 School Activity Stipends

9.5.1 The following stipends shall be paid in two payments. All stipends paid for extracurricular duties shall be paid in accordance with the new “Credible Compensation” Rules, which took effect on January 1, 2015, to the STRS DBS Program. (Effective 7/1/2017)

Categories	Secondary Grades (7-12) Amount/Year	Elementary Grades (K-6) Amount/Year
Category 1		
High School Athletic Director (9-12) (2 prep periods allotted for duties)	\$4,999	NA
High School Athletic Director (increase for summer duties)	\$ 500	NA
Category 2		
Special Education RSP, O.I., SLP and SDC Classroom Teacher Case Management Stipend including Pre K Special Education Teachers (stipend prorated based on FTE). Stipend for those who provide instruction to students and have case management responsibilities.	\$2,000 \$3,000	\$2,000 \$3,000
High School AVID Coordinator (9-12)	\$1,638	NA
Debate Coach	\$1,638	NA
Speech Coach**	\$1,638	NA
Agriculture Teachers (2) (for summer duties)	\$5,100	NA
Drama Coach (One in Winter; One in Spring)**	\$1,638	\$1,115
Athletic Coach (4-8 and Alternative Ed.)**	\$1,638	\$1,638
Career Technical Student Organization (CTSO) (Up to 3 per secondary site)	\$1,638	NA
JROTC Officer	\$1,638	NA
JROTC Color Guard	\$1,638	NA
JROTC Drill Team Unit	\$1,638	NA
Jazz Band (minimum 6 events)	\$1,638	NA
Jazz Choir (minimum 6 events)	\$1,638	NA
Pep Band (minimum 6 events)	\$1,638	NA
Band Director	\$1,638	NA
High School Newspaper (9-12)	\$1,638	NA
High School Yearbook (9-12)	\$1,638	NA
Workability / Transition Specialist	\$1,638	NA
Leadership Advisor (K-8)	\$1,638	\$1,638
Triforce Technology Integration Leaders (minimum 50 Hours)	\$1,638	\$1,638
Mock Trial/Moot Court**	\$1,638	NA

(9-12; including Alternative Ed)		
Charge Coordinator (9-12)**	\$1,638	NA
PBIS Team Member**	\$1,638	\$1,638
District Math Leaders**	\$1,638	\$1,638
BCLAD Teachers Assigned to DLI Classroom**	\$1,638	\$1,638
Categories	Secondary Grades (7-12)	Elementary Grades (K-6)
	Amount/Year	Amount/Year
Category 3		
Academic Decathlon	\$1,115	NA
AVID Coordinator (7-8)	\$1,115	NA
Choir Director (minimum 3 events)	\$1,115	NA
Concert Band (minimum 3 events)	\$1,115	NA
Show Choir (minimum 3 events)	\$1,115	NA
Dance Team	\$1,115	\$1,115
District Music Festival	\$1,115	NA
Visual Arts – VAPA (minimum 3 events)	\$1,115	NA
GATE Specialist	\$1,115	\$1,115
Site Web Master	\$1,115	\$1,115
Yearbook	\$1,115	\$1,115
Special Olympics**	\$1,115	\$1,115
Class Advisor** (9-12 one per grade level)	\$1,115	N/A
STEM-Lego-Robotics Competition Team**	\$1,115	\$1,115
E Sport**	\$1,115	NA
Instructional School Leadership Team (ISLT) (K8)	NA	\$1,115
Science Camp Chaperone-for overnight attendance as chaperone at 6 th grade Science Camp (per chaperone)	NA	\$225 per night
Category 4		
Safety Committee Member-3 per site	\$677	\$677
ASB Sanctioned Club Advisor-10 Middle Schools; 6 Elementary Schools**	\$677	\$677
Coordinator-Day of Code**	NA	\$677
Coordinator-History Day**	NA	\$677
STEM Fair Coordinator**	NA	\$677
Attendance Campaign Art Lead**	NA	\$677

School Activity Flex Stipends (1 of Each) to be used only for Category 2 or 3 stipends listed above		
Category 2	\$1,638	\$1,638
Category 3	\$1,115	\$1,115

9.6 High School Head Coaching Stipends (CIF and NCA sanctioned): All stipends paid for extra curricular duties shall be paid in accordance with the new “Credible Compensation” Rules, which took effect on January 1, 2015, to the STRS DBS Program. (Effective 7/1/2017)

COACHING STIPENDS								
Category 1	Football	Head Coach \$3,999	JV/Freshman Head Coach if applicable OR Assistant 1 \$3,384	JV/Freshman Head Coach if applicable OR Assistant 2 \$2,707	Assistant 3 \$2,369	Assistant 4 \$2,030	Assistant 5 \$1,692	Assistant 6 \$1,030
	Basketball							
	Cheerleading (Head plus 2 Assistants)							
Category 2	Wrestling	Head Coach \$3,384	Assistant 1 \$2,707	Assistant 2 \$2,369	Assistant 3 \$2,030	Assistant 4 \$1,692		
	Track							
	Baseball							
	Softball							
	Volleyball							
	Swim							
	Soccer							
Water polo								
Category 3	Golf	Head Coach \$2,845	Assistant 1 \$1,692					
	Tennis							
	Cross Country							
Flex (One each)	Positions	Assistant 1 \$2,369	Assistant 2 \$1,692	Assistant 3 \$1,354	Assistant 4 \$1,030			

Categories	Sport	Amount per year Varsity	Amount per year JV	Amount per year Fresh
Category 1				
	Football	\$3,999	\$3,384	\$2,707
boys & girls	Basketball	\$3,999	\$3,384	\$2,707
	Cheerleading	\$3,999	\$3,384	\$2,707
Category 2				
-	Wrestling	\$3,384	\$2,707	-
boys & girls	Track & Field	\$3,384	\$2,707	-
	Baseball	\$3,384	\$2,707	-
-	Softball	\$3,384	\$2,707	-

-	Volleyball	\$3,384	\$2,707	\$2,369
boys & girls	Soccer	\$3,384	\$2,707	-
boys & girls	Swimming	\$3,384	-	-
boys & girls	Water Polo	\$3,384	-	-
Category 3	-			
boys & girls	Golf	\$2,845	-	-
boys & girls	Tennis	\$2,845	-	-
boys & girls	Cross Country	\$2,845	-	-

9.7 ~~High School Assistant Coaching Stipends: All stipends paid for extracurricular duties shall be paid in accordance with the new “Credible Compensation” Rules, which took effect on January 1, 2015, to the STRS DBS Program. (Effective 7/1/2017)~~

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

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

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

**All designated engagement stipends are funded through supplemental concentration and subject to continued funding.

ARTICLE 10 – EVALUATION

10.1 Philosophy:

- 10.1.1 The primary purpose of evaluation is to continually improve instruction and/or performance of members and thereby improve the quality of education for children, youth, and adults, as well as compliance with the Education Code.
- 10.1.2 The evaluation will recognize and document meets performances as well as does not meet performances. The evaluator and the Member will respect the dignity of each other during the evaluation process.

10.2 Definitions:

- 10.2.1 Evaluator: Principal, vice principal or administrative designee of the Superintendent (a member of the management team who possesses an administrative credential).
- 10.2.2 Member: Certificated non-management member represented by the Association.

10.2.3 Formal Observation:

10.2.3.1 Classroom Teachers: An announced supervisory activity for the purpose of improvement of instruction and/or performance, consisting of a direct, in- classroom, formal witnessing of a Member’s classroom activity by the Evaluator of no less than thirty minutes duration.

10.2.3.2 Members with non-classroom assignments: An announced supervisory activity for the purpose of the improvement of instruction and/or performance, consisting of a direct formal witnessing of a Member’s professional activity by the Evaluator of no less than thirty minutes duration.

- 10.2.4 Evaluation: The process of reviewing a Member’s skills, activities, and conduct through Formal Observations, Visitations, and supervisory activities, and using information obtained by the Evaluator to assist in the growth of Member performance and to assess Member competence in accordance with the criteria set forth in this Article and in the evaluation instrument.

- 10.2.5 Visitation: A visit to a Member’s classroom or worksite by an Evaluator. The District may perform visitations that are unscheduled and conducted with or without notice.
- 10.2.6 Pre-Conference: A meeting of the Member and Evaluator, **within thirty (30) work days prior to a formal observation**, for the purpose of scheduling a Formal Observation and discussing lesson objectives, activities, the tool used for the Formal Observation, and any other pertinent information.
- 10.2.7 Post-Conference: A meeting of the Member and the evaluator for the purpose of providing feedback of the formal evaluation.
- 10.2.8 Does Not Meet Evaluation: An evaluation in which a Member receives a does not meet rating in two (2) of the six (6) California Standards for the Teaching Profession (“CSTP”) as identified in Section 10.6 or two (2) standards from specialty position evaluation standards/criteria outlined on Evaluation forms in Appendix 2.

10.3 Steps in the Evaluation Process:

10.3.1 Goal Setting:

All Members shall be informed that they are on the evaluation cycle for that school year by September 15, or within six (6) weeks of a reassignment, return from authorized leave of absence or initial employment that occurs within the school year. In addition, the Evaluator may evaluate a Member who is not on the evaluation cycle, but will notify in writing (email is acceptable) the Member of the intent to evaluate by September 15, or within six (6) weeks of a reassignment, return from authorized leave of absence or initial employment that occurs within the school year. However, if a Member receives an Improvement Plan after September 15, then the Evaluator may notify the Member and commence the evaluation process for that school year.

10.3.1.1 No later than October 1, the evaluator and unit member will meet to discuss the unit member’s professional growth goal(s) for the current school year. The goal(s) are self-selected by the unit member.

10.3.2 Formal Observations:

10.3.2.1 Number of Formal Observations: Members with temporary or probationary (including ~~interns~~ **interns**) status will be evaluated annually with two formal observations. One observation will be completed by November 1 and the second will be completed by January 30. Members with permanent status who are being evaluated will have at least one but not more than two Formal Observations, unless the Member is on an Improvement Plan. The Member and the Evaluator may mutually agree to additional Formal Observations.

10.3.2.1.1 Any Member who is being evaluated shall be entitled to an additional Formal Observation upon request.

10.3.2.2 Formal Observations: For Formal Observations of Members to be evaluated based on the current year evaluation cycle, the evaluating administrator and the Member will have a pre-conference **within thirty (30) work days of a formal observation, to agree on a date and time for the Formal Observation. Prior to the formal observation, the member and administrator will reach an agreement establishing the date and time for the formal observation.** If no agreement can be reached, the Evaluator will identify the date and time for the Formal Observation. For subsequent Formal Observations, the Evaluator will identify the date and time for the Formal Observation. The Formal Observation will be conducted using the method of recording the observation determined by the Evaluator, in consultation with the Member. In case the Evaluator and the Member agree to videotape the observation, the Association will have the right to approve the use of videotaping.

10.3.2.3 An informal walkthrough form, notes or Formal Observation may be used for instructional growth and/or evaluation purposes, and a copy must be offered to the Member within ten (10) days of the visitation or observation if they are to be used thereafter. Only documentation that was created within the last three (3) years, or five (5) years if the

Member has been placed on the five year evaluation cycle, and that was provided to the Member, may be used as a basis for an Evaluation.

- 10.3.2.4 A post-observation conference shall be held within ten (10) work days of a Formal Observation. Copies of all written documentation that results from a Formal Observation shall be provided to the Member at the post-conference if the documentation will be used in the evaluation process.
- 10.3.2.5 Information obtained through the evaluation process, as defined in 10.2.4, shall be used in the evaluation of a Member. The evaluation will be recorded on the designated form (Appendix 2).
- 10.3.2.6 No later than March 1, or within ten (10) days of a Formal Observation, whichever is sooner, the Member will receive notice from the Evaluator that the Evaluator considers the Member to be at risk of receiving a “Does Not Meet” rating. Recommendations for improvement will be provided, in writing, to the Member in an attempt to avoid a “Does Not Meet rating.”
- 10.3.2.7 A written Improvement Plan shall be provided when the Member receives a Does Not Meet rating on two (2) or more CSTPs in an Evaluation. A Member is notified in writing, by June 1, of an Improvement Plan and it is submitted to Human Resources. An Evaluator or Supervisor, in consultation with the Member, may provide a Member with an Improvement Plan in order to reduce the risk of a Does Not Meet rating. If the Member is placed on an Improvement Plan, the Evaluator must provide assistance and additional resources to implement the improvement recommendations that may include but is not limited to training, visits to model classrooms and/or a mentor teacher. The Parties agree to meet and confer regarding a structured mentor support program.
 - 10.3.2.7.1 The purpose of the mentor shall be to provide support to the Member for growth purposes. The relationship

between the Member and ~~his or her~~ **the** mentor shall be confidential. The mentor does not serve in the evaluation process of the Member.

10.3.2.7.2 The evaluator shall provide feedback to the Member on progress observed and improvements still needed. A final observation will be completed by May 1 to evaluate whether a Member will remain on an Improvement Plan in accordance with 10.3.2.7.

10.4 Timelines:

10.4.1 Member is notified that ~~he/she~~ **the employee** will be evaluated in the current year by September 15. **Completed Evaluations** shall be provided to a Member no later than May 1, unless the Evaluator and the Member agree to a later date in writing. An evaluation conference shall be held when the Evaluator has completed the evaluation form and is ready to deliver the evaluation form to the Member, unless the Member is on leave of absence or otherwise unavailable. The Member shall have ten (10) working days from receipt to attach a written response to an evaluation before it is placed in the Member's personnel file.

10.4.2 Evaluation forms for permanent Members shall be completed by May 1 unless the evaluator and the Member agree in writing to a later date which shall be no later than June 1.

10.4.3 Probationary (including interns) and temporary Members shall be evaluated every year and the goal of the District shall be to complete the final evaluations by April 15.

10.4.4 A permanent Member with a satisfactory "Meets" evaluation shall be evaluated as follows:

10.4.4.1 Permanent Members with less than ten (10) years in the District shall be evaluated not less than once every other year. Any Member who transfers to a new site may be evaluated at the new site even if the Member is not on the evaluation cycle for that year.

10.4.4.2 Each Member with permanent status who has completed at least ten (10) years of service in the District (including service in the District’s predecessor districts), and who is “highly qualified” under 20 U.S.C. Section 7801, and whose previous evaluation rated the Member as “Meets” or “Exceeds” standards in all evaluation categories, shall be evaluated at least once every five (5) years, if the Member and the Member’s evaluator agree. The 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.

10.4.4.2.1 Paragraph 10.4.4.2 was permitted by and created pursuant to California Education Code section 44664. If that provision is altered or removed from the Education Code, Paragraph 10.4.4.2 will be removed from this Agreement.

10.4.5 A permanent Member who receives a “Does Not Meet” evaluation shall be evaluated at least once every year on all six (6) standards. Once the Member has received an overall “Meets” evaluation the Member shall ~~then~~ **then** be evaluated according to the provisions of this article, and no longer on an improvement plan.

September 15	Training or review of the documentation system to be used by the Evaluator or Supervisor will be provided to members being evaluated
September 15	Member is notified that he/she the employee will be evaluated in current year.
October 1	Member’s professional improvement goal(s) are selected and discussed with the Evaluator or Supervisor.
November 1	Formal observation #1 of 2 is completed for Members with Temporary or Probationary (including interns) status.
January 30	Formal observation #2 of 2 is completed for Members with Temporary or Probationary (including interns) status.
March 1	The Member will be notified if the Evaluator considers the Member to be at risk of receiving a “Does Not Meet” rating in any standard.

April 15	Evaluation form is completed for Members with Temporary or Probationary (including interns) status.
May 1	Evaluation form is completed for Permanent Members.
May 1	Final Observation to determine if Member will exit from an Improvement Plan.
June 1	Written Improvement Plan provided to Member and submitted to HR.

10.5 Grievance:

10.5.1 Grievances of this article shall be limited to only the evaluation procedures and not the content of the evaluation or Formal Observations.

10.6 Criteria for the Observation and Evaluation of Members:

10.6.1 Members may be evaluated based on the six (6) standards which are taken from the most updated version of California Standards for the Teaching Profession (CSTP) (Appendix 2) or other evaluation standards/criteria outlined on Evaluation forms in Appendix 2.

10.7 Evaluation Forms:

10.7.1 Evaluations will be completed using electronic or manual recording using only evaluation forms agreed to by the Association and the District.

ARTICLE 11 - DISCIPLINE PROCEDURE

- 11.1 This Article is entered into pursuant to Section 3543.2(b) of the California Government Code.
- 11.2 The District retains the sole right to discipline non-management certificated employees for just cause, provided that in the exercise of this right the District will not act wrongfully or unjustly or in violation of the terms of this Agreement. It is agreed by the Parties that this Article is specifically written to allow for unpaid suspensions of up to fifteen (15) non-management certificated employee work days. The term "discipline" specifically does not include negative or adverse evaluations, and the implementation of other Articles in this Agreement such as the denial of any leave.
- 11.3 The grievance process set forth in Article 15 (Grievances) of this Agreement shall be limited to only the procedures and not the content of the imposed discipline.
- 11.4 In imposing discipline on a non-management certificated employee, the District will not take into account any prior discipline that occurred more than three years prior to the current act causing discipline to be imposed.
- 11.5 A non-management certificated employee shall not have a written reprimand placed in the non-management certificated employee's personnel file without ten (10) working days prior written notice, an opportunity to review the proposed written reprimand, and an opportunity for a conference with the non-management certificated employee's immediate supervisor upon request of the non-management certificated employee or the Association, and any other rights afforded by Education Code Section 44031. In addition, in accordance with the concept of progressive discipline, a non-management certificated employee will first be given a verbal warning. Subsequent occurrence(s) to the verbal warning, a letter of warning will be given outlining the incident and suggestion for improvement. Subsequent occurrence(s) to a letter of warning will result in a letter of written reprimand, except in cases where the non-management certificated employee's misconduct is grave or serious. The non-management certificated employee will sign the reprimand to acknowledge receipt, and a copy may be placed in the non-management certificated employee's personnel file. The non-management certificated employee shall have the right to have the non-management certificated employee's written response attached to the written reprimand and placed in the personnel file.

Written reprimands cannot be grieved under Article 11 of this Agreement; the rights set forth herein are the exclusive methods for a non-management certificated employee to respond to a written reprimand.

11.6 In cases of grave or serious misconduct, an unpaid suspension may be imposed without a prior verbal warning or written reprimand. The grievance procedures set forth in Article 15 are not applicable to any suspension without pay. The procedures set forth in the Article for the appeal of a suspension without pay shall be the sole procedures for a non-management certificated employee or the Association to appeal any suspension without pay.

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

11.6.2 For the purposes of this Article, "grave misconduct" is defined as misconduct by a non-management certificated employee that relates to or affects the safety of a student, staff member, or other person, or which exposes the District to potential litigation.

11.7 A non-management certificated employee shall not be suspended without pay without prior written notice and an opportunity for a conference with the ~~ASHR~~ **Chief Human Resources Official** or designee upon request of the non-management certificated employee or the Association. Prior to imposing any unpaid suspension, the (~~ASHR~~ **Chief Human Resources Official**) or designee shall give written notice to the non-management certificated employee. This written notice of proposed disciplinary action shall be served by personal delivery or certified mail on the non-management certificated employee. The District shall make a reasonable effort to personally serve a non-management certificated employee with a notice of unpaid suspension, and will also provide a copy of the notice to the Association. Service by certified mail shall be deemed complete three days after the date of mailing, regardless of whether the non-management certificated employee accepts the certified mail. The contents of the written notice shall include at least the following:

- a. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed suspension without pay is based, the

causes and/or reasons for the proposed suspension, the proposed length of the suspension, and its effective date(s).

- b. A copy of any applicable statutory authority, Board policies, regulation(s), or other criteria which are claimed to be violated.
- c. A statement that the non-management certificated employee may appear personally before the **ASHR Chief Human Resources Official** or designee to respond, either orally or in writing, to the matters raised in the written notice. including the submission of affidavits or declarations; and a statement that the non-management certificated employee must provide a written request to appear before the **ASHR Chief Human Resources Official** or designee, within ten (10) calendar days of the date the written notice of unpaid suspension is served if the non-management certificated employee chooses to respond to the causes and reasons for the proposed action. If the notice of unpaid suspension is served on the non-management certificated employee only by mail, the ten (10) calendar days period to request a response referred to above will be extended to thirteen (13) calendar days.
- d. A statement that the non-management certificated employee, upon written request, is entitled to an appeal hearing before a hearing officer to appeal the decision of the **ASHR Chief Human Resources Official** or designee, if the non-management certificated employee requests such an appeal hearing within ten (10) calendar days after the date the **ASHR Chief Human Resources Official** or designee renders a written decision.
- e. If the notice of unpaid suspension is for grave misconduct, the notice will include a statement that advises the non-management certificated employee that the suspension shall commence ten (10) calendar days following the date the written notice of unpaid suspension is served. The unpaid suspension for grave misconduct will commence thirteen (13) days after service of the notice if service is only by mail.

11.8 In cases of serious or grave misconduct, a suspension without pay and loss of compensation shall commence ten (10) calendar days after the date of the service of the notice, unless the District in its discretion orders the unpaid suspension to

commence at a date later than ten (10) days after service of the notice if notice was served personally or thirteen (13) days after service of the notice if service is only by mail. If the non-management certificated employee requests a hearing to appeal the unpaid suspension for grave misconduct, and the appeal is successful, the non-management certificated employee will receive back pay.

11.9 The Parties agree that any written request by the non-management certificated employee or Association to appear personally before the ~~ASHR~~ **Chief Human Resources Official** or designee on an unpaid suspension will be heard within thirty (30) calendar days of the date of service of the written request to respond to the notice of unpaid suspension, unless both Parties agree to extend the period.

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

11.9.2 In the case of notice of unpaid suspensions for serious or grave misconduct or unpaid suspensions which the District seeks to impose after a verbal warning and written reprimand, the unpaid suspension will not commence until the response to the notice of suspension is heard by the ~~ASHR~~ **Chief Human Resources Official** or designee and after the ~~ASHR~~ **Chief Human Resources Official** or designee renders a written decision; unless the non-management certificated employee or the Association causes a delay in the non-management certificated employee's response to the notice of unpaid suspension. If the non-management certificated employee or Association causes a delay so that the conference before the ~~ASHR~~ **Chief Human Resources Official** or designee cannot be completed within thirty (30) days after the date of service of the written request to respond to the notice of the unpaid suspension, the unpaid suspension will commence thirty-one (31) days after the date on which the written request to respond to the notice of unpaid suspension is served. The ~~ASHR~~ **Chief Human Resources Official** or designee's written decision shall include a statement that the non-management certificated employee is entitled to request to appear before a hearing officer for

an appeal hearing to appeal the decision of the **ASHR Chief Human Resources Official** or designee.

- 11.10 The non-management certificated employee shall receive an appeal hearing on a proposed unpaid suspension only if a written demand for such an appeal hearing is delivered and received in person or email (not by regular mail) to the **ASHR Chief Human Resources Official** (or designee) within ten (10) calendar days of the service of the **ASHR Chief Human Resources Official** or designee's decision to move forward on the unpaid suspension if notice of the decision is personally served on the non-management certificated employee, or thirteen (13) calendar days if served on the non-management certificated employee only by mail. The written demand for an appeal hearing may be delivered by a representative of the Association. In the absence of a timely demand by the non-management certificated employee or the Association for an appeal hearing, the notice of unpaid suspension shall become final immediately upon expiration of the time for filing a request for such an appeal hearing.
- 11.11 At the appeal hearing on the unpaid suspension, the non-management certificated employee shall have the right to appear in person on ~~his/her~~ **their** own behalf, or at the non-management certificated employee's option, to appear and be represented by the Association. The non-management certificated employee and the District shall have the right to present evidence at the appeal hearing regarding the unpaid suspension. Appeal hearings will be recorded at the request of either party. The cost of the appeal hearing officer and of recording the appeal hearing shall be borne equally by the parties.
- 11.11.1 Appeal Hearing Officers:
- A finalized list of seven (7) potential appeal hearing officers shall be reviewed annually by July 1. The initial list of appeal hearing officers shall be created by the submission of seven (7) names from the Association and seven (7) names from the District. The list shall be derived through alternating strike by the other party; and the initial list shall be completed by July 1, 2012. A coin toss shall determine whether the Association or the District will strike first. In the alternative, the Parties may forego use of the list of seven (7) names and agree to have the appeal hearing heard by an assigned Administrative Law Judge from the Office of Administrative Hearings.

11.11.2 Selection of Appeal Hearing Date:

The proposed length of the appeal hearing shall be determined by the Parties upon the selection of the appeal hearing officer so that all schedules may be coordinated expeditiously. An appeal hearing date shall be established upon finalizing the selection of the appeal hearing officer.

11.11.3 Service of Documents:

The Parties may submit evidentiary matters confidentially to the appeal hearing officer unless otherwise agreed upon. Documents may be served via regular U.S. Postal Service mail, electronic mail, facsimile, or hand delivered and be deemed timely if postmarked or otherwise transmitted on or before the due date.

11.11.4 Appeal Hearing Rules:

The Parties must submit their list of witnesses (if any) and a statement of what each witness will testify to, to each other at least twenty (20) business days prior to the appeal hearing date. Any witness must appear in person at the appeal hearing and no affidavits or written declarations are permissible.

- a. If a party wishes to object to the testimony of any witness, the objecting party must do so in writing within five (5) business days of service of the list of witnesses.
- b. The objecting party must list the basis of its objection.
- c. The proposing party will have an opportunity to respond within five (5) business days from service of the objection.
- d. The parties will meet and confer on any objection to any witness testimony in an attempt to reach a resolution. If the Parties cannot agree to a resolution, then the appeal hearing officer shall determine whether the witness(es) at issue will be permitted to testify at the appeal hearing. The appeal hearing officer will make ~~his/her~~ **their** determination at least three (3) business days before the appeal hearing.

All evidence to be presented at the appeal hearing shall be served on the appeal hearing officer at least three (3) business days prior to the date of the

appeal hearing. Opening and/or closing statements may be presented in writing or waived. Any written pre or post appeal hearing briefs/statements shall be permissible.

11.11.5 Costs:

Release Time: The District will pay for release time of the affected non-management certificated employee and up to three (3) witnesses per day limited to the length of testimony time required for each witness and only for those witnesses permitted to testify. Witnesses are permitted at the appeal hearing only for purposes of presenting testimony. Every witness must wait outside of the hearing room until his or her testimony is required. Costs associated with the appeal hearing officer and use of a stenographer shall be borne by the District and Association equally.

11.11.6 Miscellaneous:

The Parties may agree to extend timelines. The appeal hearing shall be held confidential and shall not be open to the general public.

11.11.7 Based on the notice of unpaid suspension and the evidence presented at the appeal hearing, the appeal hearing officer will make a written decision on the unpaid suspension, and will provide a copy of the decision to the District, the non-management certificated employee, and the Association. The appeal hearing officer may uphold, reverse, or modify (any modification of the decision of the ~~ASHR~~ **Chief Human Resources Official** may not be an increase in the number of days of unpaid suspension) the decision by the ~~ASHR~~ **Chief Human Resources Official** or designee on the proposed notice of unpaid suspension. The appeal hearing officer's decision will be rendered in writing within five (5) business days of the appeal hearing unless extenuating circumstances require a longer period of time to render the decision. The appeal hearing officer's decision will be binding on the non-management certificated employee, the Association, and the District. If the appeal hearing officer upholds all or part of the unpaid suspension, the unpaid suspension will commence immediately.

11.12 Except as disciplinary actions may be introduced as evidence in support of an action to dismiss a non-management certificated employee, this Article is not intended to modify

Education Code provisions regarding the dismissal of non-management certificated employees.

ARTICLE 12 - MEMBER SAFETY

The District and Association agree that it is in the best interest of all parties to provide safe and secure campuses for students, staff and community. The District and Association are jointly committed to maintaining a safe, harassment-free **workplace** for students and staff. The District and Association encourage positive communication and discourage actions that impede a positive educational environment. All employees shall reasonably be alert to unsafe practices, equipment and conditions.

- 12.1 A Member shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger ~~his/her~~ **the employee's** health, safety, or well-being.
- 12.1.1 A Member shall be responsible to report, in writing (including by email) (except in emergencies), to ~~his/her~~ **the employee's** immediate supervisor, any unsafe, hazardous, unhealthy, or potentially dangerous working conditions. In the case of an emergency, the Member shall still report in writing (including by email) the unsafe conditions as soon as possible. The District shall take reasonable steps to investigate within two (2) working days and, where necessary, correct the hazard or unsafe condition within a reasonable amount of time. If necessary and available, an alternative workspace shall be provided until repairs are completed.
- 12.1.2 The District will make every effort to provide the space determined to be necessary to adequately and safely provide services to students.
- 12.1.3 The District shall strive towards every classroom having properly conditioned air, working telephone, internet access and occupant load sign. Members working extra duty assignments where extra communication devices are needed to ensure student and Member safety will be provided such devices.
- 12.1.4 Itinerant Members may check out keys that will be available for the rooms being used by them for the day from the main office. It is the responsibility of the Member to return the key at the end of the day or prior to leaving for the day.
- 12.2 The District has confidence in the professional ethics and competence of its certificated Members. The District is committed to investigating complaints or charges, and to protect the legitimate interests of all parties involved.

- 12.2.1. To the extent permitted by law, a Member may use reasonable force as is necessary to protect ~~himself/herself~~ **the employee** from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 12.2.2 Members shall not be required to intercede in altercations at school related public events under circumstances that would be likely to cause serious risk of bodily harm. However, Members are required to seek immediate assistance in such circumstances and notify administration or designee as soon as possible.
 - 12.2.2.1 Communication devices that include cell phone or other electronic means of communication during District events will be available to administration or designee or any member who is supervising in an official capacity during school or District events.
- 12.2.3 A member may suspend, for the day of the suspension and the following day, any pupil from ~~his/her~~ **their** class for any acts enumerated in the Education Code 48900.
 - 12.2.3.1 The Member shall immediately report the suspension to the principal and provide a reason for the suspension.
 - 12.2.3.2 As soon as possible, the Member shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension and inform the administrator when the meeting is scheduled. If practicable, a school counselor or psychologist may attend the conference. At the request of the Member the school administrator shall attend the conference.
- 12.2.4 The administrator or designee and Member shall immediately report once knowledgeable to the local law enforcement agency incidents of physical assault on Members by students or non-students.
 - 12.2.4.1 Members shall immediately verbally report cases of assault suffered by them in connection with their employment to their administrator or designee.

12.2.4.2 A meeting between the Member and the administrator will be held at the request of the Member to discuss options for the return or transfer of the student from the Member's class.

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

12.3.1 All site administrators or designees shall notify a Member, upon receipt of cum folder or knowledge of, in writing (including by e-mail), that the site administrator or designee has information regarding any student with a known history of violence who will be enrolled in the Member's class. If the reportable history is not known at the time of enrollment, the site administrator shall advise the Member when it is learned. Members shall handle each situation in accordance with Education Code Section 49079. Members will retain as confidential any information provided under this provision, except to the extent required to assure the safety of other staff members. A "history of violence" shall include, but not be limited to, offenses required to be reported under Section 49079, including but not limited to any pupil who has been determined to have caused serious physical injury to another person; unlawfully possessed, sold or furnished any firearm, knife, explosive, or other dangerous object; committed or attempted to commit robbery or extortion; committed or attempted to commit assault or battery upon a school employee; or committed or attempted to commit a sexual assault or battery as defined in Education Code sections 48900 (except subdivision (h)), 48900.2, 48900.4, and 48900.7.

12.4 The following process shall be followed in addressing individuals who disrupt or threaten to disrupt school operations:

12.4.1 A member may, when appropriate, notify administrator or designee as soon as practicable.

12.4.2 Administrator or designee evaluates **the** situation and, if appropriate, directs **the** individual to leave the District property.

12.4.3 If necessary, the Member or administrator or designee notifies law enforcement.

- 12.5 The following process shall be followed in addressing individuals who use obscenities or speaks in a demanding, loud and/or demeaning manner; the intent being to de-escalate the situation at the earliest stage;
- 12.5.1 Member, administrator or designee reminds **the** offending person to communicate in a civil manner.
 - 12.5.2 Member, administrator or designee will follow-up with Member, administrator or designee should an individual leave the meeting prior to completion of said meeting. If decisions are made that impact the Member, the Member will be consulted prior to a final decision being made.
 - 12.5.3 If necessary, Member, administrator or designee directs the offending person to leave the premises.
 - 12.5.4 In the event administration was not involved in the previous step, the Member will notify the administrator or designee as soon as practicable.
 - 12.5.5 The site or district office administrator will follow the district Civility Policy.**
- 12.6 The following shall take place in situations involving violence or theft against the Member or their property:
- 12.6.1 Member notifies administrator or designee as soon as practicable.
 - 12.6.2 If appropriate, Member and/or administrator or designee reports the incident to law enforcement.
 - 12.6.3 A Member whose person or property is stolen, injured, or damaged by willful misconduct of a student may ask the District to pursue legal action against the student or the student's parent or guardian.

The District proposal is proposed as a package proposal. The Parties may reach conceptual agreements; however, revised proposals may be presented based on negotiations of the contract as a whole. District financial compensation is presented in totality of the entire agreement; therefore, distribution of funds in articles outside of Article 13 Salary based on proposals by the Association will result in a District financial proposal reduction in Article 13 Salary.

Increases in extra pay will be effective the first variable payroll after board approval.

Currently, the District financial proposal is as follows:

- **2022-2023 Year**
 - **On-Salary Schedule Compensation: 10% on-salary schedule compensation beginning July 1, 2022.**
 - **With Agreement on 13.3.1, 20.13.2 and 21.5.3.1, current employees who were previously limited by the Collective Bargaining Agreement to and placed on step 11 will be placed on the step that equates to their total years of experience with the appropriate salary adjustment beginning with the 2022-2023 year. No retro payment will be made for prior years of maximum placement on step 10 that did not equal employee's years of experience at time of hire. Employee must submit to Human Resources for their years of experience to be reviewed for replacement within 60 days of board approval of the agreement.**
- **2023-2024 Year**
 - **On-Salary Schedule Compensation: 5% on-salary schedule compensation beginning July 1, 2023.**
- **2024-2025 Year**
 - **On-Salary Schedule Compensation: 3% on-salary schedule compensation beginning July 1, 2023.**

ARTICLE 13 - SALARY

13.1 Schedule/Classification:

The salary schedule and salary classification requirements of all employees are set forth in this Article.

13.2 Salary Warrants:

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

13.2.1 Each contracted employee shall choose one (1) of the following methods of payment:

13.2.1.1 Twelve (12) installments.

13.2.1.2 Eleven (11) installments, excluding July.

13.2.1.3 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.

13.3 Experience Credit:

13.3.1 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 **or service** credential, for one step of advancement on the salary schedules. ~~to a maximum of ten (10) steps but shall exclude Salary Schedules 3A, 3B, 3C, 3D (Early Childhood Education) and 4A, 4B, 4C and 4D (Adult Education).~~ In addition to the foregoing, the Assistant Superintendent of Human Resources **Chief Human Resources Official**, or ~~his/her~~ **their** designee, may offer service credit at ~~his/her~~ **their** discretion for alternative teaching experience ~~up to ten (10) years~~, for service that has been established through a means acceptable to the District.

13.3.2 Additional Salary Schedules:

A Member shall have a right to exchange year-for-year service when moving between the additional salary schedules, but shall exclude salary schedules 3A, 3B, 3C, ~~3D~~ (Early Childhood Education) and 4A, 4B, ~~4C~~ and ~~4D~~ (Adult Education).

13.4 Additional Units of Credit/Professional Growth: Only those units completed after the Bachelor's degree will be accepted as graduate credit for salary purposes. 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 ~~Assistant Superintendent of Human Resources~~ **Chief Human Resources Official** or ~~his/her~~ **their** designee. Only units completed prior to September 1, with official transcripts **and Professional Growth form** submitted to the District and received by October ~~4~~ **15**, may be credited for that year's salary retroactive to July 1.

13.5 Masters Advanced Degree Stipend:

Advanced degree stipends are applicable to all bargaining unit members.

13.5.1 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 two thousand dollars (\$2,000) (Effective July 1, 2017). 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 4-15, 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.

13.5.2 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 two thousand dollars (\$2,000) (Effective July 1, 2018). 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 4-15, 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.

13.5.3 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 4-15, may be credited for 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.

13.6 Compensation Calculations:

For the duration of this agreement the following shall apply:

13.6.1 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.

13.7 Other Hourly Rates:

13.7.1 Members will be compensated for additional direct student instructional duties outside of the normal work day at the rate of ~~forty dollars~~ **sixty dollars (\$60)** ~~forty dollars (\$40)~~.

13.7.2 Members will be compensated for home and hospital instruction at the rate of ~~forty dollars~~ **sixty dollars (\$60)** ~~forty dollars (\$40)~~.

MOU January 1, 2023- June 30, 2026 Recruitment/Signing Incentive: Newly hired certificated employees serving in hard to fill positions may be offered a signing bonus following acceptance of a full school year contract at the discretion of the Superintendent or Designee. The amount of any incentive is limited to a total of \$4,500 per newly hired employee. Signing bonuses are paid in three payments of \$1,500 each payment as follows: The first payment is made upon acceptance of the District's contract offer; the second payment will be issued in January of the school year; the third payment will be made following employee renewal and contract acceptance for the next year. Employee will be required to sign a Bonus Repayment Agreement at the time of hire and will be required to repay any monies received as a signing bonus if the employee chooses not to complete his/her their contract year.

ARTICLE 14 – EMPLOYEE BENEFITS

- **On-Going Increase to Employee Benefit District contribution retroactive to July 1, 2022.**
 - **Employee Only \$100.00 monthly**
 - **Employee Plus 1 \$150.00 monthly**
 - **Family \$225.00 monthly**

Retiree Health Benefits, Article 14.3.2, remains at the 14.1.4.2(a) district contribution.

14.1 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. As of January 1, 2016, each certificated member working 90% or greater of a full time employee will be required to enroll as a subscriber in a medical plan unless the member is waiving coverage as of December 1, 2015. If a 90% or greater certificated member who is grandfathered later elects to enroll in a medical plan, they will not be able to return to waived status. To be grandfathered, a certificated member will be required to show proof of other medical coverage. The health benefits provider will determine 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.

14.1.1 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 maximum annual contribution to be applied towards medical, dental, and/or vision as follows:

- 14.1.2 The District monthly employer paid benefit amount is:
- a. For Members selecting “employee only” medical coverage the District monthly contribution cap is:
 - i. The District will provide fully paid health coverage for Members selecting the least expensive single health plan. (~~Effective July 1, 2017~~)

OR

- ii. ~~July 1, 2017 through June 30, 2019; five hundred sixty-eight dollars (\$568.00) monthly for twelve (12) months. Beginning July 1, 2019~~ **2022, the District monthly contribution cap is six hundred fifty-three dollars (\$653.00) seven hundred fifty-three dollars (\$753.00) monthly for twelve (12) months.**
- b. For Members selecting “employee plus one” medical coverage whether the “plus one” is a spouse or a dependent, beginning ~~July 1, 2017 through June 30, 2019, the District monthly contribution cap is nine hundred seventy-six dollars and ninety-nine cents (\$976.99) monthly for twelve (12) months. Beginning July 1, 2019~~ **2022, the District monthly contribution cap is one thousand sixty-two dollars (\$1,062) one thousand two hundred twelve (\$1,212) monthly for twelve (12) months.**
- c. For Members selecting “family” medical coverage, beginning ~~July 1, 2017 through June 30, 2019, the District monthly contribution cap is one thousand one hundred eighty-seven dollars and twelve cents (\$1,187.12) monthly for twelve (12) months. Beginning July 1, 2019~~ **2022, the District monthly contribution cap is one thousand two hundred seventy-two dollars (\$1,272.00) one thousand four hundred ninety-seven dollars (\$1,497) monthly for twelve (12) months.**
- d. For members selecting dental and/or vision with no medical coverage, the District contribution cap is five thousand five hundred dollars (\$5,505.00) annually to use towards dental and/or vision coverage. There will be no cash out paid by the District for any difference in the District contribution versus the premium costs.

- e. Eligible Members who serve for part of the school year shall receive a pro-rated District contribution.
- f. If an eligible bargaining unit member works less than 90% and whose spouse or registered domestic partner is also less than 90% **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 prorated total of the bargaining unit member's "employee plus one" medical coverage and the spouse or registered domestic partner's "employee only" medical 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" medical coverage 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.
- g. If an eligible Bargaining unit member works less than 90% and whose spouse or registered domestic partner is also less than 90% **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" medical coverage and the spouse or registered domestic partner's "employee only" medical 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.

- 14.1.3 All Members, who as of April 30, 2014, 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 provided they show proof of other health insurance coverage. All new employees hired after May 1, 2014 will not be eligible for cash in lieu if they enroll in benefits as of May 1, 2014 or a later date, or currently have waived Medical Coverage or are currently not eligible for Benefits.
- 14.1.4 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%) to seventy-nine percent (79%) of the regular Member work day is eligible for benefits and will receive a pro-rated District contribution.
 - c. A Member who works eighty percent (80%) or more 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. **For purposes of this section Secondary School applies to members who teach classes in period increments.**
 - 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
 - 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, 6 and 7, 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, 6 and 7, 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.

14.1.5 The District shall offer Members a Section 125 plan (Flexible Spending Account) that is in compliance with the Internal Revenue Code.

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

14.1.7 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.

14.1.8 Duration of Benefits:

14.1.8.1 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 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.

14.1.8.2 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.

14.2 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.

14.3 Retirement:

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

14.3.2 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 14.1.4.2(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.

14.3.3 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.

14.3.4 The District will analyze the fiscal feasibility of offering an early retirement incentive.

ARTICLE 15 – GRIEVANCES

15.1 Definitions:

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

15.1.1.1 A description of the specific grounds of the grievance including names, dates, and places necessary for a complete understanding of the grievance;

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

15.1.1.3 A listing of specific actions requested of the District to remedy the grievance.

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

15.1.3 A grievant is any Member(s) or the Association filing a grievance.

15.1.4 The “immediate supervisor” is the administrator having immediate jurisdiction over the grievant.

15.2 Procedures:

15.2.1 **The grievant is entitled to representation at all formal levels.**

15.2.2 Informal Level: Before filing a formal grievance, the grievant and/or the Association shall attempt to resolve the grievance by informal methods of resolution. Within thirty (30) calendar days after occurrence of the act or omission giving rise to the grievance, the grievant must present his/her **the** grievance in writing on the appropriate form to his/her **the** immediate supervisor.

15.2.2.1 If the immediate supervisor cannot resolve the grievance, the immediate supervisor shall refer the grievance to the Director, HR/Labor Relations or designee for review and for an attempt at informal resolution.

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

15.2.3.1 Level I: If the grievance is not resolved informally, to the satisfaction of the grievant and/or Association, a formal filing of the grievance will be submitted in writing to the Director, HR/Labor Relations or designee, within thirty (30) calendar days after the informal meeting with the Director or designee.

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

15.2.3.1.2 The grievant and/or the Association shall meet with the Director or designee within thirty (30) calendar days of submitting the formal grievance. The ~~ASHR~~ **Chief Human Resources Official** or designee shall attempt to resolve the grievance at Level I.

15.2.3.1.3 The Director or designee shall communicate his/her the decision to the grievant and the Association in writing within thirty (30) calendar days after the formal meeting in 15.2.2.1.2.

15.2.3.1.4 If the grievance is not resolved at Level I either the grievant or the Director or designee can refer the matter to Level II. Such decision must be communicated in

writing to the other party within ten (10) calendar days of Director's or designee's decision.

- 15.2.4.1 Level II Mediation: Within ten (10) calendar days of filing Level II pursuant to 15.2.2.1.4 the Parties shall:
- a. Meet and attempt to agree on a mediator, who shall schedule a mediation to try and resolve the grievance.
 - b. Meet to calendar potential dates to be forwarded to the mediator.
 - c. Each provide a list of five potential mediators.
 - d. The Parties shall alternate striking names from each of the five (5) proposed mediators to determine the presiding mediator. The initial striker shall be determined by a coin flip **or mutual agreement**.
 - e. Agree to the rules and procedures for conducting grievance mediations as soon as possible.
- 15.2.4.1.1 Any and all costs for the services of the mediator shall be borne equally by the Association and the District.
- 15.2.4.1.2 If mediation does not result in a resolution, either Party may proceed to Level III Binding Arbitration by notifying the other party in writing within ten (10) calendar days after the conclusion of mediation.
- 15.2.5.1 Level III Binding Arbitration:
Within 15 days after either Party requests Binding Arbitration pursuant to 15.2.2.2.2, the Parties shall meet to select an arbitrator. The Parties shall meet and select the arbitrator, by mutually agreed to means, and the arbitrator shall schedule a hearing and render a final and binding decision. The Parties may choose the arbitrator from any of the following options:
- 15.2.5.1.1 The Parties may each choose five (5) arbitrators from the list of arbitrators provided by the American Arbitration Association. The Parties shall alternate striking names from each of the five (5) proposed arbitrators to

determine the presiding arbitrator. The initial striker shall be determined by a coin flip **or mutual agreement**.

15.2.5.1.2 The Parties may each choose five (5) private arbitrators and/or arbitration services. The Parties shall alternate striking names from each of the five (5) proposed arbitrators to determine the presiding arbitrator. The initial striker will be determined by a coin flip **or mutual agreement**.

15.2.5.1.3 The Parties may file for arbitration with State Mediation and Conciliation Services (SMCS). If the Parties cannot mutually agree to one of the three options stated in 15.2.2.3, the Parties shall identify whether the Director, designee or Association shall submit a request for arbitration to both options and the arbitrator and/or arbitration service who responds with the first available date will be the presiding arbitrator. The Parties will agree to the rules and procedures for conducting grievance arbitrations as soon as possible. Any and all costs for the services of the arbitrator shall be borne equally by the Association and the District.

15.3 General Provisions:

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

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

15.3.3 Grievance records shall not be placed in either site files or personnel files.

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

15.3.5 At any time the District fails to meet the timelines or respond in writing as

specified in this Article, the grievance will advance to the next step of the process.

15.3.6 All grievances shall be processed during the regular workday without loss of compensation.

15.3.7 A grievance may be mutually resolved at any time.

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

ARTICLE 16 – DISTRICT RIGHTS

- 16.1 It is understood and agreed that the District retains all of its powers and authorities to direct, manage and control to the extent of the law. Exercise of these powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with State and Federal law. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
- 16.2 All matters not specifically enumerated as within the scope of negotiations in Government Code §3540 et seq. and/or designated as rights shared with TRUE are reserved to the District. It is agreed that such reserved rights include, but are not limited to, the exclusive right and power to determine, implement, supplement, change, modify, continue, or discontinue, in whole or in part, temporarily or permanently, any of the following:
- 16.2.1 The educational policies, procedures, objectives, goals and programs, including, but not limited to, those relating to curriculum, course content, master schedule, textbook selection, educational equipment and supplies, admission, attendance, pupil transfers, final decisions on grade level advancement, guidance, testing, records, pupil health and safety, pupil conduct and discipline except as set forth in California Education Code, transportation, school boundaries, food services, extracurricular and co-curricular activities.
- 16.2.2 The selection, hiring, classification, direction, promotion, demotion, dismissal of all certificated personnel of the District; the assignment of members to any location and also to any facilities, classroom, functions, activities, academic subject matter, grade levels departments, tasks, or equipment; and the determination as to whether, when and where there is a job opening; except to the extent specifically negotiated in this Agreement.

- 16.2.3 The title, description, duties, and classifications of each certificated employment position, except to the extent specifically negotiated in this Agreement.
 - 16.2.4 The standards of performance of all employees; and whether unit members adequately perform such duties and meet such standards, except to the extent specifically negotiated in this Agreement.
 - 16.2.5 The dates, times, hours and schedule of operation of District facilities, functions and activities.
 - 16.2.6 Safety and security measures for students, the public, properties, facilities, vehicles, materials, supplies and equipment, including the various rules and duties of all personnel with respect to such matters; except to the extent specifically negotiated in this Agreement.
- 16.3 The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.
- 16.4 The District retains its rights to temporarily amend, modify or rescind the provisions of this Agreement in cases of emergency, and to take any reasonable necessary action in the event of an emergency.
- 16.5 Any dispute arising out of, or in any way connected with, either the existence of or the exercise of any of the reserved rights of the District is not subject to the grievance provisions set forth in Article 15.

ARTICLE 17 – CATASTROPHIC LEAVE

17.1. Description:

Eligible contributing permanent TRUE Members (see 17.2.4) who are suffering from a catastrophic illness or injury may request donations of sick leave credits under the Catastrophic Leave **Program** (“Program”). The term “TRUE Member” means a dues paying Member of TRUE and this definition is applicable to Article 17 only. An eligible permanent Member whose dependent child (see 17.2.8), immediate family member living in the household, spouse or domestic partner, and any relative in which the Member has legal power of attorney or a designation as a medical proxy, 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~~ **the employee** has exhausted all of ~~he/she~~ **the employee’s** accrued sick leave.

17.2. Contributions:

- 17.2.1 Days in the Catastrophic Leave Bank (“Bank”) shall accumulate from year to year.
- 17.2.2 Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Participant.
- 17.2.3 To join the Program, TRUE Members must have permanent status and must have at least five (5) days of accrued sick leave remaining by October 31st after donating to the Bank. New applicants will be considered contributing Participants of the bank as of November 1st. New Participants to the bank will be notified in writing of their acceptance or rejection no later than December 1st.
- 17.2.4 Participation is voluntary, but participation requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- 17.2.5 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.

- 17.2.6 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. Members returning from extended leave and new Members may contribute to the Bank within thirty (30) days of beginning work.
- 17.2.7 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.
- 17.2.8 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.
- 17.2.9 The District and Association will meet and confer on all forms required for implementation of the Catastrophic Leave Article.
- 17.3 Withdrawals From the Bank:
 - 17.3.1 To request a withdrawal under this Program, the Participant shall provide 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.
 - 17.3.2 If a Participant is incapacitated, applications may be submitted to the Catastrophic Committee ("Committee") (see 17.4.1 below) by the Participant's agent or member of the Participant's family.
 - 17.3.3 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.

- 17.3.4 Members will not be eligible to withdraw from the bank for the first year of membership. Disability insurance cannot be used concurrently with catastrophic leave. Participants must use all sick leave (but not differential leave) available to the Participant before being eligible for a withdrawal from the Bank.
- 17.3.5 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.
- 17.3.6 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. While employed at Twin Rivers Unified School District the maximum number of days granted to an employee shall be sixty (60) days. Unused days by the recipient shall be returned to the Bank.
- 17.3.7 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) days of sick leave at the beginning of the illness, ~~he/she~~ **the employee** shall begin withdrawing days from the Bank on the eleventh workday.
- 17.3.8 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.
- 17.3.9 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.
- 17.4. Administration of the Bank:
 - 17.4.1 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~~ **Chief Human Resources Official** or ~~he/she~~ **the employee's** designee.
 - 17.4.2 The Committee shall be selected by the Association.

- 17.4.3 Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) workdays of receipt of the application.
- 17.4.4 The Committee shall keep all requests confidential.
- 17.4.5 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~~ **Chief Human Resources Official** or ~~he/she~~ **the employee's** designee no later than October 15:
 - 17.4.5.1 The names of participating Members,
 - 17.4.5.2 The names of any Participants who have canceled, and
 - 17.4.5.3 The total number of days in the Bank.
- 17.4.6 The Association will notify applicants whether or not they are a member by December 1st.
- 17.4.7 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.
- 17.5 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.
- 17.6 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.

ARTICLE 18 – TRUE/TRUSD JOINT LEADERSHIP MEETING

General Provisions:

- 18.1 The TRUE/TRUSD Joint Leadership Meeting will be an integral component of the interest-based problem-solving model as a forum for the sharing of information and discussion of important issues in the Twin Rivers Unified School District (“District”). TRUE/TRUSD Joint Leadership Meeting shall work to surface and head-off potential problems and seek to resolve conflicts/disputes on appropriate non-bargainable issues between the District and any member(s) of the Twin Rivers United Educators (“TRUE”).
- 18.2 TRUE/TRUSD Joint Leadership Meetings will build and model a climate of ongoing problem solving that enhances outcomes for the District and the Members.

Leadership Team Structure:

- 18.3 The Leadership Meeting shall be composed of four (4) TRUE executive board officers (including the Association President), Superintendent and appropriate cabinet members.
- 18.3.1 Each TRUE/TRUSD Joint Leadership member shall be personally committed to the standards enumerated herein and to building trust through principled communications with each other.
- 18.3.2 All Members shall be empowered by their constituents to make decisions.
- 18.4 TRUE/TRUSD Joint Leadership shall use a consensus decision-making method.

Standards:

- 18.5 The TRUE/TRUSD Joint Leadership Meetings shall be utilized for the following purposes:
- 18.5.1 Resolve employee/administration conflicts/disputes
- 18.5.2 Share information
- 18.5.3 Address complaints and issues
- 18.5.4 Assist sites with problem solving
- 18.6 The TRUE/TRUSD Joint Leadership Meetings shall not be utilized for the following purposes:
- 18.6.1 Replace collective bargaining agreements, board policies, administrative regulations
- 18.6.2 Usurp Members’ or District’s prerogatives

- 18.6.3 Address emergency/crisis situations or for situations requiring quick or urgent decisions/actions
- 18.6.4 Make all decisions or resolve all issues
- 18.6.5 Negotiate

TRUE/TRUSD Joint Leadership Meetings:

- 18.7 TRUE/TRUSD Joint Leadership shall meet monthly, with an agenda created in advance, with a recorder who is responsible for transcribing the group memory.
 - 18.7.1 TRUE/TRUSD Joint Leadership shall meet monthly, on a mutually agreed date and time.
- 18.8 Projected minutes will be created and shall become the group memory of the meetings.
 - 18.8.1 The notes of the recorder shall be emailed to both parties within 36 hours. The notes will be reviewed and corrections, if needed, will be made at the beginning of the subsequent meeting and mutually agreed upon.**
- 18.9 ~~The District and the Members agree to establish joint communiqués as the primary process by which TRUE/TRUSD Joint Leadership meeting information shall be shared with constituencies as needed. The District and the Members acknowledge that each party often and legitimately communicates with its constituency in other ways.~~
- 18.10 The District and the Members mutually acknowledge the value of each party's interests and their right to own and express them.

Special Education Liaison Committee:

- 18.11 A liaison committee will be created for the purposes of identifying and resolving current issues in Special Education. Issues that are negotiable per EERA (3543.2) shall be addressed by the negotiation teams.
 - 18.11.1 The committee shall consist of: the Associate Superintendent of ~~Education Services~~ **School Leadership** and/or Executive Director of Special Education; up to two (2) Administrative Representatives; TRUE Leader or designee; and a team of up to 4 (four) Association Members appointed by TRUE.
 - 18.11.2 The committee will meet on a mutually agreed upon day, one time per month after school. Members will be compensated at the non-instructional hourly rate.
 - 18.11.3 Minutes shall be taken, **sent out via email to all participants**, reviewed **within 24 hours** ~~at the end of the meeting, corrected (if needed), and~~

approved at the subsequent meeting ~~to be approved~~ by those in attendance as an accurate representation of the discussion

18.11.4 The **agreed upon** minutes will be emailed to the liaison group and the TRUE/TRUSD Joint leadership.

ARTICLE 19 - SUMMER SCHOOL

- 19.1 Summer school daily work periods for classroom teachers shall be established by the summer school time schedule as prepared by the summer school principal and approved by the District Superintendent as agreed to in this Article.
- 19.2 Notification and Selection of Summer School Teachers:
- 19.2.1 Notification:
Summer school teachers will be notified of their summer school employment by May 15 of each year.
- 19.2.2 Interviews and Selection:
All qualified current Members who apply for summer school positions will be granted interviews for the position if there are more qualified applicants than positions. To fill all available positions, only member applicants with meets or exceeds evaluations will be placed in positions prior to outside applicants. Selection of summer school teachers will be based on program needs.
- 19.3 Evaluation of Summer School Teachers:
Summer school teachers may be evaluated. Any evaluations will be based on a classroom walk through form as defined in Article 10 (Evaluation).
- 19.4 Summer school employment is at will, and may be terminated by the District.
- 19.5 If a summer school class is canceled after the teacher reports to work on the first day of assignment, but prior to the beginning of the second day of actual instruction of students, the teacher shall receive compensation equivalent to two (2) days pay as defined in 19.7.
- 19.6 Bargaining unit Members will receive one day of sick leave credit for summer school service; if summer school sick leave is not used, it may be carried over by the Member to the regular school year.
- 19.7 Hourly Rate:
Summer school hourly rate is ~~forty dollars (\$40)~~ **sixty dollars (\$60)**.
- 19.8 Summer school teachers will be paid to arrive 15 minutes before student arrival and to stay for 15 minutes after student dismissal, based on hourly rate in section 19.7.

ARTICLE 20 - 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 20 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 –TEACHER SUPPORT:

The development, adoption, and implementation of an Early Childhood Education 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

20.4 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 — 10.5
General Child Care/School Age Program/ CC TR/TK Wrap	242-244	230	10 — 10.5
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 6.5

20.4.1 A ~~minimum~~ of 30 minutes for **Head Start and Part Day Programs** and a ~~maximum~~ of 60 minutes for **Full Day Program** 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).

- 20.4.2 All ECE/CD teachers will be given early release time or will be paid ~~\$20~~ **\$30** 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.
- 20.4.3 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.
- 20.4.4 The ECE/CD programs, except Head Start, will provide each part day preschool teacher two days Fall and two days 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 one and one-half (1 ½) day substitute time in the Fall and one and one-half (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. **If a substitute is not secured (prorated based on number of days when substitute not provided), part day and full**

day teachers shall be compensated at the rate of thirty dollars (\$30) per student for completion of 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 and 32 students. A half day (1/2) 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.

20.4.5 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~~ **\$30** per hour or prorated amount for non-instructional time.

20.4.6 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 – 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:

- 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.

ARTICLE 9 – EXTRA DUTY ASSIGNMENTS

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 – MEMBER SAFETY

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

ARTICLE 13 – SALARY

- 20.13.1 Early Childhood Education and Child Development Members shall be paid on ~~four (4)~~ **three (3)** salary schedules. Schedule 3A and 3B are for ECE/CD Members teaching in ECE programs. ~~Schedule 3C is for Parent Pay Pre-School Members.~~ Schedule 3DC is for ECE/CD Members teaching in Head Start programs.
- 20.13.2 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.~~
- 20.13.3 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 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.

- 20.13.4 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 4~~15~~, may be credited for that year's salary, retroactive to July 1. All units submitted after October 4~~15~~ will be credited on July 1 of the following school year.
- 20.13.5 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.
- 20.13.6 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.
- 20.13.7 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.
- 20.13.8 Advanced Degrees:**
20.13.8.1 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 two thousand dollars (\$2,000). 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 15, 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.

20.13.8.2 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 two thousand dollars (\$2,000). 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 15, 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.

20.13.8.3 Each Member with a National Board Certification will receive an additional annual stipend of two thousand dollars (\$2,000).

ARTICLE 14 – EMPLOYEE BENEFITS

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

20.14.1 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.

20.14.2 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.

20.14.3 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 15 – GRIEVANCES

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

ARTICLE 16 – DISTRICT RIGHTS

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

ARTICLE 17 – CATASTROPHIC LEAVE

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

ARTICLE 18 - TRUE/TRUSD Joint Leadership Meeting

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

ARTICLE 19 – SUMMER SCHOOL

An ECE/CD summer school hourly rate is ~~\$20~~ **\$30**.

ARTICLE 20 – EARLY CHILDHOOD EDUCATION/CHILD DEVELOPMENT

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

ARTICLE 21– ADULT EDUCATION

Not applicable to Early Childhood Education/Child Development Programs.

ARTICLE 22 – PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

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

ARTICLE 23 – 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, and 3C and ~~3D~~ apply to Early Childhood Education/Child Development Programs.

Change made in Appendix A1: Add one (1) work day to Schedule 4A and 4B with equivalent daily/hourly pay rate increase to salary schedule

ARTICLE 21 – ADULT EDUCATION

21.1 Article 21 is established to consolidate specific language relevant to Adult Education teachers who are entitled to the protections of the Agreement as a whole.

21.2 Hours/Workday/Work Year

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

21.2.2 Work Day

21.2.2.1 Preparation Time

Adult Education teachers who work at least thirty (30) hours per week will be assigned two (2) hours supervision-free prep time per week. In addition, there will be thirty (30) hours of preparation time during the scheduled work year. **Those who work twenty (20) or more hours per week, but less than thirty (30) hours per week, will be assigned one and a half (1.5) hours of supervision-free prep time per week. In the event teachers work less than 20 hours in a week, they shall receive one (1) hour of supervision-free prep time per week.** These hours shall coincide with Adult Education report due dates.

21.2.2.2 Substituting

Adult Education teachers may be asked to serve as substitutes during their non-scheduled teaching time, so long as the maximum number of hours does not exceed forty (40) hours per week. The substitute rate of pay is ~~forty dollars (\$40)~~ **sixty dollars (\$60)** per period. Members who serve as substitutes shall be paid the substitute rate of ~~forty dollars (\$40)~~ **sixty dollars (\$60)** per period.

21.2.2.3 Reasonable Certificated Employees Duties

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

21.2.3 Days in Work Year

21.2.3.1 Adult Education classroom teachers shall be required to work ~~185~~ **186** days.

21.2.3.2 Adult Education counselors will be required to work 198 days and the same hours as high school counselors.

21.3 Effects of Layoff

21.3.1 The layoff procedures in the Agreement apply only to Adult Education Members who work twenty (20) or more hours per week.

21.3.2 Beginning of Service: Classes that do not meet the enrollment requirements during the first three scheduled days of classes may be canceled during that time period. After the fourth day of scheduled classes no employee may be subject to layoff during the course of any quarter (nine-week period) excluding the summer school program, once said employee has begun ~~his/her~~ **their** service for said quarter, period, or program, unless the average daily attendance of the class (classes) taught falls below an average of fifteen (15) students for a period of two (2).

21.3.3 The District may operate classes with lower enrollment/attendance figures at its discretion.

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

21.4 Class Size

21.4.1 Maximum class size does not apply to Adult Education classes, except that when a class size exceeds the reasonable capacity of the classroom and/or

exceeds a size that limits the quality of instruction, every effort will be made to reduce class size and/or open an additional section.

21.5 Salaries

21.5.1 Salary warrants shall be issued and payroll deductions forwarded in accordance with pertinent Government Code Sections and Education Code Sections.

21.5.1.1 Adult Education Members who work up to twenty nine (29) hours per week shall be paid on the Adult Education hourly salary schedule (4B ~~or 4D~~) in accordance with 21.9. Adult Education Members who work thirty (30) hours or more per week shall be paid on the Adult Education salary schedule (4A ~~or 4C~~) in accordance with 21.9.

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

21.5.1.3 When an Adult Education department or an Adult Education program reaches a minimum of one hundred ten (110) hours of instruction per week, the site administrator will select an Adult Education Department Chair **following the process in Article 9.1**. That Department Chair will receive a one thousand five hundred sixty one dollars (\$1,561.00) stipend per year.

21.5.2 Master's Stipend:

21.5.2.1 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 two thousand dollars (\$2,000) if on Salary Schedule 4A ~~or if on Salary Schedule 4C Column C, D and E~~. 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 written verification received by October 15, may be credited for that year's stipend.

21.5.2.2 Each Member with a Doctorate Degree from an accredited college or

university, whose accreditation is acceptable to the District, will receive an annual stipend of two thousand dollars (\$2,000) if on salary schedule ~~4C Column E4A~~.

21.5.2.3 Each Member with a National Board Certification will receive an additional annual stipend of two thousand dollars (\$2,000).

21.5.3 Experience Credit

21.5.3.1 Adult Education teachers 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 schedule ~~to a maximum of ten (10) steps~~.

21.5.3.2 When moving from the regular Adult Education teachers' schedule to the Adult Education counselor a Member shall receive year-for-year service credit.

21.5.3.3 Additional Units of Credit/Professional Growth: Article 13.4 is applicable.

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

21.6 Summer School:

21.6.1 Notification of Summer School Teachers:

~~21.6.1.1 Summer school hourly rate does not apply to Adult Education Teachers. Assignments outside the regular Adult Education year will be paid on applicable salary schedules 4B or 4D.~~

21.7 Adult Education teachers will be exempt from participation in the Induction Program; unless required for credentialing purposes.

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

21.9 Salary Schedules: The existing Adult Education salary schedules (4A and 4B) shall apply to all Adult Education Members. ~~who worked in the Adult Education prior to July 1,~~

~~2011, but only to the extent of their FTE assignments prior to July 1, 2011. The revised Adult Education Salary Schedules (4C and 4D) will apply to all other Members hired in Adult Education positions after June 30, 2011.~~

21.10 Calendar

21.10.1 Prior to the end of the year, site administrators shall ask each member to submit their preferred working hours for the following year.

21.10.2 The District shall notify Adult Education teachers of tentative assignments by March 1. A member will be notified in writing within five (5) work days prior to the end of the school or as soon as reasonably practicable of the member's permanent assignment. Should a scheduling or staffing change occur during the summer that necessitates a change in a member's announced assignment, the member shall be notified in writing as soon as the change is finalized.

21.11 Adult Educators Moving into K-12

21.11.1 TRUSD Adult Education teachers who transfer into the K-12 program shall be given year-for-year credit on the salary schedule for experience as an Adult Education teacher.

21.11.2 Transfer of adult educators to a K-12 program shall occur through the voluntary transfer procedure in the contract.

21.11.3 Current adult education teachers shall be given first consideration for all Adult Education teaching positions for which they are qualified.

Status Quo

ARTICLE 22 - PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- 22.1 Any employee who is a member of the Twin Rivers United Educators, CTA/NEA, or who has applied for membership, may sign and deliver to the Association an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Union. The Association shall notify the District by the 5th of each month those employees who have either opted-out or opted-in to the association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately pro-rated to complete payment by the end of the school year.
- 22.2 The District will comply with the California Public Records Act, the Government Code and all applicable laws and policies

Article 23— Independent Study

23.2 Hours/Workday

23.2.1 Definitions: For Independent Study, a period shall be defined as 60 minutes of which time can be used to meet with assigned students one-on-one and/or in small groups, document student progress for state compliance reporting, and communicate with parents/guardians regarding student progress.

23.2.2 Hours: The instructional minutes shall be aligned per grade level to Article 4.2.1.

23.2.3 Workday

23.2.3.1 Minimum Days: There shall be between one (1) shortened day per academic year for the purposes of documenting student progress to meet requirements for state compliance reporting. Members shall be afforded one (1) period without student meetings, instruction, and/or Academic Labs on these dates. Minimum days shall not be used to conduct parent conferences.

23.2.3.2 Preparation Time: All Independent Study teachers shall have thirty (30) minutes of continuous preparation time per day. On Wednesdays the schedule shall consist of:

1. Sixty (60) minutes will be designated for staff meetings/PD/PLC,
2. Twenty (20) minutes travel time if teachers have to travel between two sites,
3. Thirty (30) minutes for lunch,
4. Preparation time,
5. Instructional time.

23.2.3.3 Substituting: Independent Study teachers may be asked to serve as substitutes during their workday. Members who serve as substitutes shall be paid the substitute rate of ~~fifty dollars (\$50)~~ **sixty dollars (\$60)** per period.

23.2.3.4 Charge Classes: Independent Study teachers who teach charge classes shall be paid the hourly instructional rate.

23.3 Caseload

23.3.1 Maximum number of students assigned without Overages: Independent Study teachers shall not be assigned more than an average of 30 students over the course of a school year .

23.3.1.1 Overage payments will be calculated as follows:

- Elementary Grades: ~~Sixty (\$60)~~ **Eighty (\$80)** dollars for each student over 30 students on the teacher's "home room" roster four times per year on the following dates October 15, January 15, March 15, and May 15.

- Secondary Grades: ~~Sixty (\$60)~~ **Eighty (\$80)** dollars for each student over 30 students on the teacher's "home room" roster three times per year on the following dates October 15, March 15, and May 15.

~~23.3.2 Language under 23.3.1 and 23.3.1.1 shall sunset on June 30, 2023 to allow Parties to evaluate the impact of the language.~~

23.3.3 Academic Labs: Independent Study teachers assigned to Academic Labs based on student and program need. Academic Labs shall not exceed 90 minutes.

23.3.4 Administration shall make every reasonable effort to assign students to Independent Study teachers by similar grade levels.