

ARTICLE 1 - GENERAL PROVISIONS

Duration of Agreement (Term): This Agreement will be effective upon ratification, and will expire on June 30, 2025.

1.1 The Parties agree to commence negotiations for a successor agreement to the Agreement no later than February 15, 2025. The parties agree to sunshine proposals for the successor agreement no later than January 15, 2025.

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

1.2 The Parties agree that all articles will be closed for negotiations for the 2023-2024 and 2024-2025 contract year. All other 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 school configurations: P/TK-K, P/TK/K-6, and P/TK/K-8.

1.5.5 Secondary School Configuration: Members who teach at the following school configurations: 6-12, 7-8, 10-12, 7-12 and 9-12,12-Plus.

1.6 Savings Provision: If any provisions of this Agreement are held to be contrary to 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.