

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	1
1	Recognition	2
2	Association Rights	3
3	District Rights.....	4
4	Employee Rights.....	5
5	Grievance Procedure.....	6
6	Professional Dues or Fees and Payroll Deductions.....	12
7	Hours of Employment	15
8	Days of Employment.....	19
9	Safety Conditions.....	21
10	Leave of Absence	22
	Personal Illness/Injury	22
	Personal Necessity	23
	Bereavement.....	24
	Pregnancy Disability.....	25
	Maternity	25
	Adoption.....	26
	Industrial Accident.....	27
	Judicial	28
	Sabbatical	28
	Other	28
	Catastrophic.....	29
11	Assignments, Reassignments, Transfers	33
12	Staffing Ration	40
13	Compensation.....	43

Salary Schedule Regulations 43

	Annual Advancement	44
	Change of Classification	45
	Extra-Duty Pay	45
	Fringe Benefit Insurance	46
	Early Retirement	47
	Early Retirement Options	47
	Reduced Work Load Employment Plan	49
14	Concerted Activities	54
15	Employee Personnel Files	55
16	Temporary Employees.....	56
17	Miscellaneous Provisions.....	57
18	Evaluation Procedure	58
19	Disciplinary Action	63
20	Professional Development.....	64
21	Adjunct Duties.....	65
22	Peer Assistance Review (PAR) Program.....	67

APPENDICES

A	Grievance Form
B	Salary Schedule: July 1, 2004- June 30, 2005
B-1	Extra Duty Pay Schedule: July 1, 2002 – June 30, 2003
C	District Evaluation Procedures & Criteria
D	Peer Evaluation Activities

PREAMBLE

This Agreement is made and entered into on this 16th day of September, 2004, between the Liberty Union High School District (hereinafter referred to as "District") and the Liberty Education Association, an affiliate of the California Teachers Association (CTA) and the National Education Association (NEA), (hereinafter referred to as "Association").

Article 1: Recognition

1.1 The District recognizes the Association as the exclusive representative of all certificated employees excluding the following:

Management, Supervisory, Confidential and Classified employees

Directors/Assistant Directors paid in accordance with management schedule

Coordinators paid in accordance with management schedule

Consultants

Psychologists

Temporary teachers employed for less than one semester of the school year

Substitutes

Summer School Teachers

Adult Education Teachers/Independent Study

Hourly Teachers

Article 2: Association Rights

- 2.1 All employee organization general membership meetings will be conducted by the Association outside established work hours as defined in Hours of Employment and will be conducted in places other than district property, except when:
- a. An authorized Association representative obtains advanced permission for use of the facilities from the Principal or designee regarding the specific time and place.
 - b. The Principal or designee can verify that such use of facilities will not interfere with the school programs and/or duties of unit members.
- 2.2 The Association shall have the right to use District equipment at reasonable hours for Association business, provided that such use of equipment will not interfere with the school programs and/or duties of unit members. The Association shall reimburse the District for consumable materials used by the Association.
- 2.3 Association shall be entitled to place material in the mailboxes and electronic mail of unit members, such material to be accurately identified by the Association and approved by the Association President or designee. Placement shall be made by an authorized Association representative.
- 2.4 The Association shall be entitled to use the bulletin board spaces designated by the Principal.
- 2.5 The Association will not post or distribute information which is derogatory or defamatory to the District or its personnel.
- 2.6 The Association has the right to represent bargaining unit members in their employment relations with the District.
- 2.7 The District, upon request by the Association, agrees to furnish to the Association information concerning the financial resources and certificated and classified staffing of the District. The District will provide the information in as timely manner as possible.
- 2.8 Unit members working in year-round schools may be provided release time to attend State/National Teacher Association meetings at no loss of salary or other benefits. The number of participants and the meetings to attend will be mutually agreed upon between the Association President and Site Principal. The Association will pay for the cost of substitutes, if needed.

Article 3: District Rights

- 3.1 The exercise of the 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 expressed terms are in conformance with law.
- 3.2 It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organization; determine the time and hours of District operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. If time permits, the Board will meet with the Association to discuss the impact of the Board's decision on working terms and conditions. In addition, the Board retains the right to hire, evaluate, promote, reprimand, and terminate employees.
- 3.3 The exercise by management of the rights and discretion as described herein shall not be subject to the grievance/arbitration procedure, except when the exercise of such rights conflicts with the specific terms and conditions of this Agreement.

Article 4: Employee Rights

- 4.1 The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, or participate in or in any way support employee organization activities.
- 4.2 To promote and ensure a proper learning environment for all students, the District recognizes the rights of academic freedom, including the rights of teachers to explore divergent points of view, to address controversial issues relative to adopted course content in an impartial and unprejudiced manner and to use resources which do not violate Board policies and regulations. Unit members must refrain from using classroom privileges and prestige to promote personal, political, and/or religious points of view.
- 4.3 The District agrees to work with staff to improve the educational environment and to maintain academic integrity.

Article 5: Grievance Procedure

5.1 Definitions

- 5.1.1 A Agrievance≡ is a claim by one or more unit members of the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
- 5.1.2 The Agrievant≡ is the unit member, unit members, or the Association making the claim.
- 5.1.3 A Aparty in interest≡ is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
- 5.1.4 The "immediate supervisor" is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.
- 5.1.5 A Aday≡ is any duty day in which the grievant is required by contract to render service.

5.2 General Provisions

- 5.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of grievant's immediate supervisor.
- 5.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 5.2.3 No party in interest to a grievance shall take any reprisals against the other party to the grievance because the party participated in an orderly manner in the grievance procedure.
- 5.2.4 Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the District may extend any time deadline by mutual agreement.
- 5.2.5 Every effort will be made to schedule meetings for the processing of grievances at times which will not interfere with the regular work day of the participants. If any grievance meeting or hearing must be

scheduled during the school day, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.

5.2.6 Either party to the grievance may be represented at any step of the grievance procedure by an individual of the party's choice.

5.2.7 Any unit member may at any time present grievances to the District and have such grievances adjusted without the intervention of the Association, as long as the adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of this Agreement: provided that the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the Association.

5.3 Procedure

Grievances will be processed in accordance with the following procedures:

5.3.1 Level I-Information Resolution

5.3.1.1 Before filing a formal written grievance (Level II), any unit member who believes he/she has a grievance shall present the grievance orally to the immediate supervisor or more appropriate administrator. The administrator shall hold discussions and attempt to resolve the matter after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor or more appropriate administrator.

5.3.2 Level II-Formal Written Grievance

5.3.2.1 If the grievance is not settled during the informal conference and the grievant wishes to press the matter, the grievant shall

present the grievance in writing on the appropriate form (Appendix A) within twenty (20) days after the grievant knew, or reasonably should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor or more appropriate administrator proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the District which will remedy the grievance.

5.3.2.2 The immediate supervisor or more appropriate administrator shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the immediate supervisor or more appropriate administrator does not respond within the time limits, the grievant may appeal to the next level.

5.3.2.3 Within the above time limits either party may request a personal conference.

5.3.3 Level III-Appeal to Superintendent

5.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the Superintendent. This statement shall include a copy of the original grievance and appeal, and a clear, concise statement of the reasons for the appeal.

5.3.3.2 The Superintendent shall communicate the decision to the grievant within ten (10) days. If the Superintendent does not respond within the time limits provided, the grievant may

appeal to the next level.

5.3.4 Level IV-Mediation

If the grievance is not resolved to the satisfaction of the grievant at Level Three, within ten (10) days of delivery to the Grievant of the Level Three decision of the Superintendent, the exclusive representative may, after written notice to the District, request the California State Conciliation and Mediation Service for the appointment of State mediator. Upon appointment of the mediator, mediation shall be scheduled according to availability of the mediator and the parties. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by all the parties to the mediation. All settlement agreements shall be nonprecedential and shall constitute only a settlement of the particular grievance.

5.3.5 Level V-Appeal to Board of Trustees

5.3.5.1 If the grievant is not satisfied with the decision at Level IV, the grievant may within ten (10) days submit a request in writing to the Superintendent for submission to the Board of Trustees. The statement shall include a copy of the original grievance, all decisions rendered and a clear, concise statement of the reasons for the appeal. The grievant shall be heard in Personnel sessions by the governing board at its next regular meeting after receipt of the grievance material. The Board shall render its decision within ten (10) days after its meeting.

5.3.6 Level VI-Binding Arbitration

5.3.6.1 If the grievant is not satisfied with the decision at Level V, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the Association for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level V, the Association shall inform the District

of its intent as to whether or not the grievance will be arbitrated. The Association and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request that the American Arbitration Association supply a panel of five names of persons experienced in hearing grievances in public schools. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of the striking shall be determined by lot.

5.3.6.2 If either the District or the Association so requests, a separate arbitrator shall be selected to hear the merits of any issue raised regarding the arbitrability of a grievance. No hearing on the merits of the grievance will be conducted until the issue of arbitrability has been decided. The process to be used in selection an arbitrator shall be as set forth in 5.3.6.1.

5.3.6.3 The arbitrator shall, as soon as possible, hear evidence and render a decision on the issue or issues submitted to him. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

5.3.6.4 The District and the Association agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power or authority to make any decision that requires the District or the administration to do an act prohibited by law.

- 5.3.6.5 After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit in writing to all parties his findings and award.
- 5.3.6.6 The award of the arbitrator shall be final and binding.
- 5.3.6.7 The fees and expenses of the arbitrator shall be shared equally by the District and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree. If the arbitrator requests a court reporter, then the costs shall be shared by both parties.
- 5.3.6.8 By filing a grievance and processing it beyond Level V, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level V shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

Article 6: Professional Dues or Fees and Payroll Deductions

- 6.1 Any unit member who is a member of the Liberty Education Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorization deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
- 6.2 Any unit member who is a member of the Association at the time this agreement becomes effective or who enrolls during the term of the agreement shall maintain such membership year to year unless revoked in writing between July 1 and July 31 of the year in which this agreement terminates irrespective of whether a new agreement is entered into by the aforesaid dates.
- 6.3 Any member of the bargaining unit hired after the date of execution of this Professional Dues Agreement who is not a member of the Liberty Education Association/CTA/NEA, or who does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues, initiation fees, and general assessments, payable to the Association in lump-sum payments in the same manner as required for the payment of membership dues. The amount of the fee shall not exceed dues, fees, assessments which are legally authorized by Section 3540.1(2). Provided, however, that challenges to the amount charged shall not be grounds for District refusal to deduct and transmit agency fees from any individual to the Association as set forth in this article, and also provided, however, that the unit member may authorize payment through payroll deduction, as provided in Paragraph 1 of this Article effective November 1, 1984. In the event that a unit member shall not pay such fee directly to the Association or authorize payment through payroll deduction, as provided in Paragraph 1, the Association shall so inform the District and the District shall begin payroll deduction as provided in Education Code Section 45061 and in the

same manner as set forth in Paragraph 1 of this Article. There shall be no charge to the Association for such mandatory agency fee deduction.

6.3.1 Section 6.3 shall not apply to any individual who is an employee of the District, whether in a permanent, probationary or temporary capacity, at the time of execution of this Professional Dues Agreement.

6.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Liberty Education Association/CTA/NEA, as a condition of employment; except that such unit member shall pay, by payroll deduction, in lieu of a service fee, a sum equal to the service fee to one of the following, nonreligious, nonlabor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

6.4.1 Liberty Memorial Scholarship Fund

6.4.2 Special Olympics

6.5 With respect to all sums deducted by the District pursuant to Section. 6.1 and 6.3 above, whether for membership dues or agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or nonmembership in the Association, and indicating any changes in personnel from the list previously furnished.

6.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

6.7 The District shall not be obligated to put into effect any new, changed or discontinued deduction until the pay period commencing fifteen (15) working days or more after such submission.

6.8 By authorization of the governing board, the District shall also provide payroll deduction services for: tax sheltered annuities, income protection, life insurance, medical and dental insurance, credit union payment, and United Crusade pledges.

6.9 The Association agrees to indemnify and hold the District harmless against all legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the Agency Fee

provisions of this Agreement, or in the dismissal of any certificated employee pursuant to the Agency Fee Provision of this Agreement. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in this paragraph shall or shall not be compromised, resisted, defended, tried or appealed.

Article 7: Hours of Employment

- 7.1 The hours of employment for employees shall include the minimum number of instructional minutes to allow the District to receive the incentive funds from the State of California pursuant to Education Code Section 46201(a)(3). It is the intent of the District and the Association to comply fully with Section 46201 of the Education Code, and that the definition of instructional time conform to the law.
- 7.1.1 Provision of 7.1 shall be in effect in any school year in which the District receives any funding, partial or complete, to take advantage of the incentive contained in Section 46201 of the Education Code SB 813 (1983).
- 7.1.2 One of the purposes of this Article is to allow the District to take full advantage of the incentives contained in Sections 46200 through 46203 of the Education Code added by SB 813 (1983), Chapter 49 of the Statutes of 1983.
- 7.1.3 It is also the intent of the parties to offer no less instructional time in any year than the amount of instructional time fixed for the 1982-83 school year (Section 46202 of the Education Code).
- 7.2 The on-site duty hours for all full-time unit members shall be seven (7) hours and five (5) minutes, including a duty-free lunch period. Unit members shall be on duty ten (10) minutes prior to the regular beginning of the student school day and ten (10) minutes after the end of the regular school day. The basic regular school day shall include a thirty (30) minute duty-free lunch period which shall not include the student passing period. The basic regular school day shall include six (6) instructional periods totaling three hundred forty-five (345) minutes. Class time periods may be modified by the principal and/or his/her designee to allow for minimum days, activity schedule, school-wide student scheduling, and testing.
- 7.3 In the basic regular school day, full-time members serving in classroom teaching assignments shall have no more than five (5) periods assigned with students and the sixth (6) period shall be a preparation period. Full-time regular teachers in classroom teaching assignments shall receive one (1) prep period contained within the workday. Occasional off-site use of the preparation period, for a personal necessity (as defined

in Article 10 - Leaves), is allowable with notification of the principal and/or his/her designee.

7.3.1 Up to five (5) percent of the teaching staff may teach an extra period on a voluntary basis for pro rata remuneration. Beyond five (5) percent, the District will consult with LEA and the affected teacher(s) before implementation.

7.4 Optional Schedules

7.4.1 Prior to implementing a seven or eight period day schedule, the District will consult with LEA to determine starting and ending times and to ensure that on-duty time is consistent with the time requirements of 7.2.

7.4.2 If a Zero (0) period is added to a six (6) period day schedule by the District, unit members may volunteer to teach a Zero to five period schedule. The Zero period would count as one of the standard five periods of a teaching assignment. A Zero period teacher is responsible for meeting the hours of employment in Article 7.2 and attending faculty and department meetings as specified in Articles 7.6.1 and 7.6.2.

7.4.3 A school site, by a sixty percent (60%) majority of certificated unit members voting, may recommend that the Board of Education change the number of periods in the basic regular school day in order to provide flexible/modular scheduling. This recommendation shall be made, in writing, before March 1st in the school year prior to the year of implementation.

7.5 If deemed necessary by the principal and/or his/her designee, unit members may be used for providing temporary replacement services during their preparation period for a temporarily absent unit member. Such teacher so utilized will be paid on the current substitute rate for these services. The District will strive to obtain paid substitute replacements for temporary absences. The principal and/or his/her designee will attempt to distribute temporary replacement assignments equitably, unless an emergency exists, and provide notification during the previous workday. The principal and/or his/her designee shall keep a log of these assignments for inspection by unit

members.

7.6 The length of duty hours may be extended of the following purposes:

7.6.1 Once per month attend regular faculty meetings of one and one-half hours, or less, time period. Emergency, or urgent, single issue faculty meetings may be called by the principal, as needed. Such meetings are voluntary and to be restricted to one-half hour, or less. Staff members unable to attend these special faculty meetings have the responsibility of securing the information from the principal, or designee, within a reasonable time period.

7.6.2 Attend regularly scheduled department meetings once per month. Attend additional meetings when such meetings are determined necessary by the department chair. Such meetings are voluntary and to be restricted to one-half hour, or less. Staff members unable to attend these special department meetings have the responsibility of securing the information from the department chair, or designee, within a reasonable time period.

7.6.3 Attend administrative and/or parent member conferences, initiated by the administration and/or parent, provided a twenty-four (24) hour notification is given. Violations of Education or Penal Codes may require an immediate conference and administrative action. Notification will include reason(s) for said meeting and parties involved. The administrator is responsible for recognizing the due process rights of the unit members, which may include a request for time extension, and communicating directly with the unit member as to findings or administrative decisions in a timely manner, normally within two (2) working days.

7.6.4 The site administration will meet with Department Chairs to plan, discuss and set a date for a back-to-school night or an open house at least fifteen (15) calendar days before the event takes place.

7.7 All work regularly, routinely and traditionally performed by members of the bargaining unit represented by the Liberty Education Association/CTA/NEA shall be reserved to that unit and shall not be subcontracted by the district or diverted to other employees of the district without the express written consent of the Liberty Education Association/CTA/NEA.

Article 8: Days of Employment

8.1 Instructional Days: The number of instructional days in which members will work will be one hundred eighty (180) at all instructional levels in the regular programs of the District.

Non-Instructional Days: The number of non-instructional days shall be three (3) in the work year. If one or more non-instructional days are placed before the first student day, the afternoon of the first non-instructional day will be used for classroom preparation by the teachers. The non-instructional days shall be days worked in addition to the one hundred eighty (180) instructional days.

Staff Development Days: In any year in which the District receives specific staff development funding from the State, additional staff development days may be added to the work year. Unit members will be paid at the per diem rate for these staff development days; attendance at staff development days will be voluntary.

8.2 First year teachers shall be required to work no more than one hundred eighty-five (185) days in each year of this Agreement. Counselors shall be required to work no more than one hundred eighty-seven (187) days in each year of this Agreement.

8.3 Nothing in this section prohibits the District from contracting with unit members to work more or less than the work year defined above.

8.4 The District shall meet and confer with representatives of the Association prior to adoption of the school calendar by the Board. No calendar will be adopted by the Board which exceeds the number of days specified in 8.1 and 8.3.

8.5 The parties understand and agree that Chapter 498 of the Statutes of 1983 has amended Education Code Sections 46142, 46144, 46145 and 45147. It is the intent of the District and the Association to comply fully with Sections 46141 through 46147 of the Education Code.

8.6 The district may plan an evening activity for both fall and spring semester, the duration of which is to be a maximum of two (2) hours each. Administration will include teachers in the planning of said activities. Said activities are to be followed on the next instructional day by a minimum, adjusted (consisting of fewer instructional

minutes), or staff development day.

Article 9: Safety Conditions

- 9.1 Unit members shall cooperate with management in maintaining good classroom management and safety practices in all facilities. The unit is urged to supply a minimum of two (2) members to the District safety committee. The members selected should be from different sites.
- 9.2 Unit members will report in writing on the work order form, except in emergencies, to their immediate supervisor, any condition which poses a threat to the safety of any person associated with the District. In the case of an unsafe or unhealthy condition so extreme as to warrant immediate evacuation from the work site, the unit member shall do so and shall immediately contact an administrator, who shall then determine the appropriate action to be taken.
- 9.3 Within ten (10) school days of the report by the unit member, the District shall provide the unit member with a copy of the work order indicating whether or not the work was approved or denied.
- 9.4 The District will investigate such reports and take appropriate actions to correct these conditions found to be unsafe or unhealthy. Standards established by State law shall prevail.
- 9.5 Teachers shall immediately report cases of assault and battery suffered by them in connection with their employment to their principal or other immediate supervisor who shall immediately report the incident to the police.
- 9.6 Reported cases of assault shall become a matter of District record as soon as possible and shall be dealt with under the terms of the Education Code.
- 9.7 Verbal abuse and threats of violence shall also be reported and dealt with under the terms of the Education Code.

Article 10: Leave of Absence

10.1 General Provisions

10.1.1 All absences from regularly assigned duties shall be approved by the Board of Education, Superintendent or other management personnel designated by the Superintendent. All absences shall be approved in advance, unless otherwise specified in this contract.

10.1.2 Absences taken without approval shall be considered absences without leave. Unit members taking absences without leave shall be subject to written reprimand and loss of pay. Repeated abuses of absence without leave subject the unit member to loss of pay, reprimand and/or dismissal.

10.1.3 Immediately upon return to work following any leave, the unit member shall complete the District's Leave Form.

10.1.4 It is agreed that unit members are entitled solely to those leave benefits which are a part of this agreement.

10.1.5 The District shall be in compliance with state and federal Family Leave Acts.

10.2 Personal Illness and Injury Leave

10.2.1 Full-time unit members shall be entitle to ten (10) days leave with full pay for each school year for purposes of personal illness or injury. Unit members who work less than full-time shall be entitled to that portion of the ten (10) days leave as the number of hours for a full-time unit member in a comparable position.

10.2.2 If a unit member does not utilize the full amount of sick leave in any school year, the amount not utilized shall be accumulated from year to year.

10.2.3 After all earned sick leave is exhausted, additional non-accumulative leave shall be available for a period not to exceed five (5) months. The maximum amount deducted for leave purposes from the unit member's pay shall be the long-term substitute rate.

10.2.4 The District may request written verification of illness by a medical

doctor for any absence of three days or more in which illness is claimed and sick leave is used; provided, however, that if more than twenty (20) percent of the certificated staff is absent on a particular day and illness is claimed and sick leave is used by them, the District may request written verification of illness by a medical doctor for said absences on said day.

10.2.5 If requested, it shall be the unit member's responsibility to present a physician's statement certifying the unit members's fitness to return to full-time duty after serious physical or mental illness.

10.2.6 Whenever possible, a unit member must contact the District Substitute Service as soon as the need to be absent is known. Except in emergency situations for which the District may require proof, unit members shall contact the District Substitute Service as required in existing school policy.

10.2.7 Deduction from accumulated illness leave of a unit member shall be made in increments of 1/6 of each day.

10.2.8 An annual statement of accumulated sick leave shall be provided by the District to each member of the bargaining unit no later than October 15.

10.3 Personal Necessity Leave

10.3.1 Accumulated days of leave of absence for illness may be used by the unit member for reasons of personal necessity, but shall be limited to a total of seven (7) days in each school year.

10.3.2 Personal necessity shall be defined as personal business that cannot be conducted outside of normal working hours and which is not covered under other leave provisions of this Agreement.

10.3.3 Prior approval shall not be required for personal necessity leave under the following circumstances:

- a. Death or serious illness of a member of the immediate family.
- b. Accident involving his/her person or property of the person or property of his/her immediate family.
- c. Victim of burglary or other serious felonies.

- d. Victim of flood, earthquake, or fire, or other disasters.
 - e. Birth of child.
 - f. Death of a personal friend or relative not included in the definition of immediate family.
- 10.3.4 All other personal necessity leaves require forty-eight (48) hour advance approval of the unit member's principal, except in situations that preclude advance notice. The unit member shall give the principal a reason for the requested leave in general terms (for example, family hardship, medical or legal).
- 10.3.5 In all cases, whether or not advance approval is required, unit members shall complete the District's Absence Form verifying that the member's use of leave was for personal necessity, as defined above, and that such leave has not been used for recreational purposes, extension of holidays or vacations, work stoppages, or matters of purely personal convenience.
- 10.3.6 For purposes of personal necessity leave, "members of the immediate family" shall be those persons enumerated under Bereavement Leave.
- 10.3.7 In the case of an extreme emergency where the employee has used up his/her personal necessity leave, the District may at its discretion allow the employee to utilize unused paid sick leave. The District shall itself determine whether an extreme emergency exists.
- 10.3.8 Unit member requests for personal necessity as defined in 10.3 will be granted except in cases of District hardship and/or emergency.
- 10.4 Bereavement Leave
- 10.4.1 A unit member shall be granted a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, without loss on account of death of any member of his/her immediate family.
- 10.4.2 For purposes of bereavement leave, "members of the immediate family" shall be defined as the spouse, parent, foster parent, stepparent, stepchild, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, grandparent, grandchild, aunt, uncle, sister, brother,

brother-in-law, sister-in-law, or any relative living in the unit member's immediate household.

- 10.4.3 Unused bereavement leave may not be accumulated from year to year.
- 10.5 Leave For Pregnancy Disability (see also 10.6)
 - 10.5.1 Unit members who are working are entitled to use personal illness and injury leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom on the same terms and conditions governing leaves of absence for other illness or medical disability. If sick leave is exhausted, unit members may take pregnancy disability leave under the terms of Education Code Section 44977 which provides for payment of the teacher's salary less the pay of a substitute. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician; however, the District Superintendent may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District at District expense.
 - 10.5.2 When sick leave or leave under the terms of Education Code Section 44977 (above) has been exhausted, unit members are still entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, or recovery therefrom. The date on which the unit member shall resume duties shall be determined by the unit member on leave and the unit member's physician; however, the District Superintendent may require verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District.
 - 10.5.3 The unit member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

10.6 Childcare Leave For Childbirth, Adoption and/or Foster Care Placement of a Child (see also 10.5)

10.6.1 Unit members may request leave to bond with her/his child within one year of the birth, adoption or foster care placement. The unit member shall be entitled to up to twelve (12) weeks of unpaid leave with benefits at the level at which the unit member was receiving benefits at the time the leave commenced. Any leave beyond twelve (12) weeks shall be without pay or benefits.

10.6.2 Childcare leave shall be granted when the following conditions have been met:

- a. The unit member shall notify her immediate supervisor in writing no later than ninety (90) days prior to the tentative dates on which leave shall begin and end.
- b. The unit member shall establish a specific date for return to duty, which shall be subject to approval of the Superintendent or designee.

10.6.3 The unit member on leave shall be returned to her former position or, if not available, an equivalent position within her field of competency.

10.6.4 A childcare leave, is granted without pay, but with benefits at the level the unit member was receiving benefits prior to the leave for up to 12 weeks. A unit member may extend her/his leave beyond the 12 weeks without pay or benefits and the unit member may elect to continue medical and dental insurance coverage during the extended portion of the leave at her/his own expense.

10.6.5 A unit member returning from maternity leave shall be placed on the schedule at the same position held at the commencement of the leave. The unit member shall be eligible for a increment step if she is in active employment in her position for seventy-five (75) percent of the days in her normal work year.

10.7 Adoption Leave

10.7.1 A unit member may be granted leave of absence without pay or

benefits for a semester or school year for the purpose of caring for a newly adopted child who is less than five (5) years of age.

10.8 Industrial Accident Leave

10.8.1 Unit members will be entitled to industrial accident leave for personal injury which has qualified for workers' compensation under the provisions of the State Compensation Insurance Fund.

10.8.2 Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident. Regular illness and injury leave shall commence after industrial accident leave is exhausted.

10.8.3 The District has the right to have the unit member examined by a physician designated by the District to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury involved.

10.8.4 For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check from the State Compensation Insurance Fund which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as had there been no industrial accident or illness.

10.8.5 If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness provided above, the District shall deduct from the unit member's warrant the amount of such disability indemnity actually paid to and retained by the unit member.

10.9 Judicial Leave

10.9.1 Unit members will be provided leave for regularly called jury duty and to appear as a witness in court, other than as litigant, for reasons not

brought about through the connivance or misconduct of the unit member. Except in cases of emergency, the unit member shall submit a written request for an approved absence at least ten (10) days prior to the beginning date of the leave.

10.9.2 While serving jury duty, the unit member shall receive his/her regular earnings and shall assign to the District all remuneration received for jury duty except for that part received for travel expense reimbursement.

10.10 Sabbatical Leave

10.10.1 After seven consecutive years of continuous service with the District, certificated employees may be granted sabbatical leave for the purpose of study or travel which will benefit the students, school and community. Certificated employees may apply for a full-year or one-semester sabbatical. The rate of compensation for certificated personnel on sabbatical leave may be one-half of the employee's salary at the time of the leave or the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave, whichever is less. No more than five (5) percent of the certificated staff shall be granted a sabbatical in a given year. The application, screening, and granting procedures for a sabbatical leave shall be in accordance with the regulations approved by the Governing Board.

10.11 Other Leaves of Absence

10.11.1 Upon recommendation of the Superintendent and approval by the Board of Education, leave without compensation, benefits, increment, seniority or tenure credit, may be granted for a period of up to two (2) school years for purposes of government service in an elected public office and for a period of one (1) school year for care of a member of the immediate family who is ill, for long-term illness of a unit member, or for professional study or research.

10.11.2 The application for and granting of such leaves of absence shall be

made in writing prior to March 1 of the year preceding the leave. A unit member may revoke any request made for a leave of absence up to the point where District reliance on the application for leave would work to the District's detriment. In addition, a unit member on such leave shall notify the Superintendent's Office by April 1 of the school year in which the member is scheduled to return to work as to an intent to return to employment in the District. Failure to so notify will be considered an abandonment of position. In emergencies, the District may waive compliance with these deadline dates.

10.12 Catastrophic Leave Bank

The Association and the District agree to create a Catastrophic Leave Bank ("the Bank") to assist unit members who suffer from a catastrophic illness or injury and have exhausted all available fully paid leaves. The Bank shall be implemented at the beginning of the work year following ratification of this Agreement. Unit members shall be allowed to donate and accept eligible leave credits from the Bank according to the following provisions:

10.12 Definitions:

- 10.12.1.1 "Catastrophic illness or injury" means an illness or injury that 1) is expected to incapacitate the unit member for an extended period of time, or that 2) incapacitates a member of the unit member's immediate family, which incapacity requires the unit member to take time off from work for an extended period of time to care for that immediate family member, and 3) written verification from a medical doctor of the catastrophic illness or injury along with an estimate of the duration of the illness or injury.
- 10.12.1.2 "Sick Leave" means earned and accumulated sick leave accrued to the donating unit member. The term "sick leave" does not include rights to differential pay under Education Code sections 44977 or 45196.
- 10.12.1.3 "Immediate Family Member" means the spouse, children, parents, spouse's parents, children's spouses, or any person living in the unit member's household as a dependent of the unit member.
- 10.12.1.4 "Day" for purposes of Article 10.12 regarding Catastrophic Leaves only, means any day a unit member is expected to be on duty. Days shall be contributed to

the Bank and withdrawn from the bank in whole day increments.

10.12.2 Leave Credit Donations and Use

10.12.2.1 All unit members on active duty with the District are eligible to contribute to the Bank. Sick leave may be donated by unit members to the Bank in increments of one (1) sick day per school year. Participation in the Bank is voluntary, but only contributing unit members may withdraw from the Bank. Unit members may apply to receive sick leave days from the Bank for a catastrophic illness or injury if all of the following requirements are met:

- A. The unit member submits a written request to the Bank's Joint Committee, delineated below, to withdraw sick leave credits from the Bank. The unit member must provide written verification from a medical doctor of the unit member's or the unit member's immediate family member's catastrophic injury or illness. If a unit member is incapacitated, applications may be submitted to the Joint Committee by the unit member's agent or family; and
- B. The Joint Committee determines that the unit member is unable to work due to the unit member's or his or her immediate family member's catastrophic illness or injury; and
- C. The unit member has exhausted all of his or her earned and accrued sick leave days available as defined in 10.2.1 and 10.2.2; and
- D. The unit member has donated at least one day to the Bank; and
- E. The unit member's catastrophic illness or injury is not one which qualifies the unit member for worker's compensation benefits. If the unit member has exhausted all worker's compensation benefits and sick leave, the unit member may apply to withdraw from the Bank. However, if any worker's compensation checks for temporary benefits are received by the unit member, the unit member must sign such checks over to the District and the District shall reimburse the Bank with the amounts of days equivalent to the amount of the check; and
- F. No unit member may receive sick leave credits from the Bank that would result in an absence from work for more than twelve (12) consecutive months.

10.12.2.2 Unit members may obtain a maximum of thirty (30) days of sick leave credits from the Bank per catastrophic illness or injury and in increments of one (1) day.

- 10.12.2.3 Days withdrawn from the Bank shall be at the unit member's full salary and benefits.
- 10.12.2.4 Any rights to differential pay that unit members have under statute or this Agreement shall accrue after the unit member has used all sick leave credits.
- 10.12.2.5 The Joint Committee has the authority to grant or deny sick leave credit requests.
- 10.12.2.6 If the Bank does not have sufficient days to fund a sick leave credit request, the Joint Committee is under no obligation to pay the sick leave credits to unit member who are eligible.
- 10.12.3 Administration of the Bank
 - 10.12.3.1 The Bank shall be administered by a Joint Committee comprised of four (4) members: two (2) appointed by the LEA and two (2) appointed by the District. The Joint Committee shall establish their own rules of procedure and shall abide by strict rules of confidentiality.
 - 10.12.3.2 All requests for withdrawal from the Bank shall be submitted to the Director of Human Resources. The Joint Committee shall be responsible for verifying the validity of requests and approving or denying requests. When the Joint Committee approves or denies a withdrawal request, the decision shall be communicated confidentially and in writing to the unit member and the District's Director of Human Resources. Decisions of the Joint Committee should be made within ten (10) days of receipt of the withdrawal request.
 - 10.12.3.3 By October 20th of each school year, the District shall notify the Joint Committee of the following:
 - A. The total number of days available in the Bank as of September 30th of the current school year.
 - B. The names of participating unit members.
 - C. The total number of days contributed for the current school year.
 - 10.12.3.4 In order to join the Bank, a unit member shall contribute at least one (1) day of the unit member's accrued or accumulated sick leave to the Bank. All contributions are irrevocable.
 - 10.12.3.5 Unit members may join the Bank during the open enrollment period from July 1st through September 30th of each school year. Unit members who are newly hired

or returning from extended leave after the open enrollment period will be permitted to join the Bank within thirty (30) calendar days of beginning work.

- 10.12.3.6 Unit members who elect not to join the Bank upon first becoming eligible shall have a waiting period of sixty (60) days after joining the Bank before becoming eligible to withdraw from the Bank.
- 10.12.3.7 The Bank must have a minimum of seventy-five (75) days contributed to it in order to begin its initial operation.
- 10.12.3.8 Once the Bank has begun its initial operation, should the number of days in the Bank fall below forty (40), all unit members who wish to continue as Bank participants shall be required to contribute one (1) day to the Bank. A unit member who fails to make a required contribution shall have his/her membership in the Bank cancelled and any sick leave previously donated shall not be returned to the unit member.
- 10.12.3.9 If the Bank does not have sufficient days to fund withdrawal requests during a school year, no additional requests will be accepted or approved until the Bank is replenished.
- 10.12.3.10 Sick leave days donated to the Bank shall accrue in the Bank from year to year.
- 10.12.3.11 If the Bank is terminated for any reason, the days remaining in the Bank shall be credited back to the current participating unit members proportionately.
- 10.12.4 The decisions of the Joint Committee shall be final and not subject to appeal. The provisions of Article 10 pertaining to the Catastrophic Leave Bank shall not be subject to the grievance process.

Article 11: Assignments, Reassignments, Transfers

11.1 Definitions

11.1.1 References to site, school site and work site mean a geographic location such as: Liberty High, Freedom High, La Paloma, Heritage High, Independence High, and District Office.

11.1.2 Seniority is defined as the unit member=s initial date of service in the bargaining unit.

11.1.2.1 Unit members with the same initial date of service shall have their seniority number determined by lottery. The association will be invited to provide a representative to be present during the lottery process. Once the lottery is used to determine a unit member=s seniority, that seniority shall remain in effect for the duration of employment in the District.

11.1.3 For purposes of this article, "assignment" is the designation of a specific position or responsibilities within a school or department or work location. "Assignment " includes the initial placement of a newly employed bargaining unit member in a specific school or work location as well as the change of a unit member's position or responsibilities within the same school or department or work location. "Assignment" does not include any extra-curricular duty.

11.1.4 For purposes of this article, "reassignment" shall be defined as a change to a different program and/or a movement from one work site to another work site which results from certificated layoffs pursuant to Education Code Section 44955 and which may be necessary to assure the retention of certificated employees with seniority greater than those laid off. This definition specifically excludes any transfer or change in program assignment which does not result from the District's obligation to reassign pursuant to Section 44955 of the Education Code.

11.1.5 For the purposes of this article, a "transfer" shall consist of a change in work site of a member of the unit from one school or work site to

another school or work site within the District. Such a transfer does not encompass the process of assignment or a specific position and responsibilities within the school or department or work site. A transfer may be initiated by a unit member ("voluntary") or by the District ("involuntary").

11.1.6 A "vacancy" is a new position, an opening arising from a resignation, retirement, or termination, any position to which a unit member is not assigned or which is not committed for purposes of leaves, unresolved involuntary transfers or layoffs.

11.1.7 A roving teacher is one whose contracted position is more than one work site on a daily basis or one who teaches in three or more different rooms per day at a single work site.

11.1.7.1 A roving teacher is not required to do substitutions on his/her preparation period.

11.1.7.2 After two years as a roving teacher, that individual shall either be assigned a work schedule that does not fit the definition of a roving teacher or that person shall not be asked to, nor required to, do substitution duty on his/her preparation period.

11.1.7.3 The district shall provide daily transportation between work sites of shall pay the employee the current District rate of travel per mile for one way travel between work sites.

Example: Unit member works at site A in the morning and site B in the afternoon. Unit member will be paid mileage to travel from site A to site B. This mileage will be calculated by using the most direct and mutually agreed upon route. If unit member is required to return to site A, the unit member will be reimbursed for the return trip.

11.2 Vacancies

11.2.1 A vacancy is any unit position to which a unit member is not assigned. This includes newly created positions and those arising from a

- resignation, retirement, or termination.
- 11.2.2 When filling a vacancy, the District will send a job announcement to each site and to the LEA site representative. The job announcement will include the timeline for filing applications and a brief statement describing the vacancy.
- 11.2.3 The District shall, upon request by a unit member, notify that unit member by mail of any posted openings which may arise during the summer recess or during the member=s period of leave. The unit member=s request shall be in writing and must include a mailing address.
- 11.2.4 If a unit member is not selected for a position for which he/she applied, the District, upon request by the unit member, shall provide reasons for the decision.
- 11.3 Assignments and Change of Assignments
- 11.3.1 The principal shall assign bargaining unit members. In making assignments, the principal shall consider the unit member's training, experience, major and minor fields of study, competencies, credentials, and advanced degrees. A unit member may request the reasons for an assignment or change of assignment.
- 11.3.2 Once each school year, a unit member shall submit a District " Certificated Assignment Preference Form." To the extent possible, the principal shall consider a unit member's preferences in making assignments.
- 11.3.3 If a non-classroom position within the bargaining unit is created or becomes available after school begins, the District will send a job posting to the LEA site representative. The deadline dates shall not be less than five (5) working days after the date of posting. A final assignment of any such position shall not be made until after the deadline date.
- 11.4 Reassignment
- 11.4.1 Any unit member scheduled to be reassigned shall be entitled to a

written notice of such reassignment within ten (10) calendar days of the effective date of such reassignment; and in addition, upon request will be entitled to a conference with the principal and the Superintendent regarding the reassignment, at which time the unit member will be provided with the reasons for the reassignment and with the opportunity to discuss those reasons.

11.5 Transfers

11.5.1 Voluntary transfers as a result of posting and filling vacancies

11.5.1.1 A request to transfer must be made by a unit member at the time a vacancy is posted.

11.5.1.2 Notices of vacancies shall be posted for at least five (5) days on the bulletin board in the school administration offices. Such notices shall be posted as soon as the District determines that a vacancy exists and shall include the position description and location, grade level or subject matter assignment, credential and other special requirements. A copy of the vacancy notice shall be forwarded to the Association President.

11.5.1.3 The request for transfer will be sent to the Superintendent's Office with a copy to the principal at the unit member's work site. A conference shall be held at the request of the member of the unit or the Superintendent's Office in order to discuss the request.

11.5.1.4 For purposes of selection between two or more unit members requesting transfer to a vacant position, the District shall consider the training, experience, major and minor fields of study, competencies, credential, length of service in the school and in the District, past evaluations, and advanced degrees of each unit member.

11.5.1.5 When the District has considered two or more members

requesting transfer to a vacant position to be equal on the basis of training, experience, major and minor fields of study, competence, credential, past evaluations and advanced degrees, the unit member with the most District-wide seniority shall be selected for transfer to the vacant position.

11.5.1.6 The District shall notify, in writing, the unit member requesting transfer of the District's acceptance or denial of the request. The District shall provide written reasons for not granting the transfer request upon the request of the unit member.

11.5.1.7 Only one voluntary transfer may be granted per unit member in any one school year period.

11.5.1.8 In order to be considered for a voluntary transfer for the following school year, unit members must submit request to the personnel office between January 1 and January 31 of the current school year. All requests submitted within this time period will be considered for vacancies at other sites prior to five days of the first student day. These requests will also be considered for vacancies within five days of the first student day and throughout the first semester if the assignment of the teacher making the request and the vacant position are in the identical credential area. One opportunity for a voluntary transfer will be provided per school year, per unit member.

11.5.2 Involuntary transfers

11.5.2.1 Involuntary transfers shall be initiated by the Superintendent and shall be based on the needs and best interests of the district.

- 11.5.2.2 For purposes of selecting which unit member shall be involuntarily transferred in order to meet the needs of the District, the District shall consider training, experience, major and minor fields of study, competencies, credential, length of service in the school and in the District, past evaluations, and advanced degrees of each unit member considered. All things being equal, the person with the least district-wide seniority will be transferred.
- 11.5.2.3 The District shall notify the Association at least twenty (20) calendar days before making an anticipated change in work site assignment during the school year. Upon notification the Association may request the parties meet to discuss any involuntary transfer that impacts Bargaining Unit members.
- 11.5.2.4 When a unit member is scheduled to be transferred, said unit member shall be entitled to a written notice of such transfer by June 1st of the current year or ten (10) working days before the said transfer for the next school year. If he/she desires, said unit member will be entitled to a conference with the principal and the Superintendent to discuss the transfer, at which time the member will be given the reason for said transfer. After meeting with the Superintendent and principal, if said unit member objects to transfer, said unit member has the right to request a closed session with the Board of Trustees and/or place a written objection in her/his personnel file.
- 11.5.2.5 If a transfer is to occur within a school year, the unit member will have two release days for the purpose of moving books and materials and organizing and

adjusting to the new assignment on the designated work site(s). The timing of release days will be determined in a meeting between unit member and site(s) managers.

11.5.2.6 If any unit member is notified by an administrator within five (5) working days prior to the first student day of each semester, of an assignment to a different teaching station on the same site, he/she will be compensated up to two (2) hours.

Article 12: Staffing Ratio

- 12.1 The allocation of regular day school pupils to regular day school classroom teachers, for staffing purposes only, shall be twenty-eight (28) to one (1) for Liberty Union High School, Freedom High School and Alternative Education, based on administrative estimates of expected enrollments at the beginning of the second semester. Students in special education classes, alternative classes, opportunity classes, specially funded classes, physically handicapped and other similar programs are excluded from enrollment estimates, except for classes in which they are main streamed.
- 12.2 Adjustments in staffing will be made in accordance to the maximum specified above when the actual enrollment is known.
- 12.3 Individual class size may fluctuate within the District allocation depending on such factors including, but not limited to:
- Student Welfare
 - Instructional goals
 - Special program funding requirements
 - Differential staffing patterns
 - Grade level enrollments
 - Approved experimental or pilot programs
 - Flexible scheduling
 - Team teaching
- 12.4 **Class Size**
- 12.4.1 A committee at each comprehensive high school site, consisting of two district representatives and two association representatives to study the entire class size issue at that site. The committee will be convened by the site principal within eight (8) school days after the beginning of each semester. Additionally, the class size committee will meet two weeks before the end of the first semester to try to minimize second semester problems. This committee is empowered to review all relevant statistics, causes and to make recommendations to the Superintendent. Recommendations of the class size committee shall be made to the Superintendent by one administrator and one unit member from the

class size committee. The Superintendent shall respond to the recommendations within four school days of receiving proposals from all schools. If the committee is not satisfied with the Superintendent's response, the committee may appeal to the Board to alleviate any problems that it determined to be in existence.

It is the intent of this agreement to reduce class sizes to thirty-five (35) and below and to reduce maximum teaching classloads to 160 per day (five (5) teaching periods) in historically standard classrooms based on projected spring enrollment for the current school year. It further recognizes that fiscal and personnel limitations may cause temporary class size imbalances; however, upon identification, the committee will reconvene and reinstate the process previously identified in this agreement.

12.4.2 Any member of the unit who has a concern over his/her teaching load and its relationship to the responsibilities of other teachers of the same type, subject or grade level, that arises after the committee's process as described in 12.4.1 has been completed, may request that a committee meet and make written recommendations to the Principal in an attempt to resolve the unit member's concern. The committee shall be composed of two (2) management members appointed by the Principal. The committee may consider the composition of the class as well as the factor enumerated in Section 12.3. The committee may consult the area chairperson who has responsibility for the specific subject matter of the classes creating the concern. If the committee is unable to agree on a recommendation or the Principal is unable to resolve the concerns, the matter will be referred to the District Superintendent for his/her decision.

12.4.3 Enrollment at La Paloma will be determined using a staffing ratio of fifteen (15) to twenty (20) students per unit member.

12.5 The provisions of Section 12.4 shall not be constructed to hinder the District's flexibility in utilizing instructional groupings different from the historically standard

classroom such as large group instruction, cooperative teaching teams, pilot programs, or similar non-standard structures.

- 12.6 The final determination of class size shall be determined by the District after consultation with the Association.
- 12.7 In every area with a specified number of work stations, the District will make every effort to keep student enrollment from exceeding the number of work stations.

Article 13: Compensation

13.1 Salary Schedule Regulations

For the period effective July 1, 2004, to June 30, 2007, members of the bargaining unit shall be compensated in accordance with the Certificated Schedules which are set forth in Appendixes B and B-1, B-2, and B-3.

- 13.1.1 The salary schedule shall receive an increase of 3%, effective July 1, 2004. The parties shall reopen salary and benefits for the 2005-2006 and 2006-2007 school years.
- 13.1.2 Extra-duty positions of Basic Assignment, Coaches Stipends, Area Chairpersons, and La Paloma Teacher-in-Charge pay as set forth in Appendix B-1 will be increased 3.87% effective July 1, 2001 and 2.00% effective July 1, 2002. This does not set a precedent. The Extra Duty Pay Schedule is not automatically increased on an annual basis.
- 13.1.3 Effective immediately upon ratification and subsequent years of this contract, teachers utilized during preparation periods shall be compensated as follows:
 - 13.1.3.1 \$25.00 per hour (60 minutes equals one hour) Plus the increases as specified in 13.1.2 for coverage of classes, study sessions, and advisory sessions.
 - 13.1.3.2 All requests for coverage must be made by the Principal's Office or designee.
 - 13.1.3.3 Teachers may choose to receive compensatory time instead of salary for utilization during preparation periods, study sessions, or advisory classes.
 - 13.1.3.4 Teachers may bank ten (10) hours of compensatory time.
 - 13.1.3.5 With Principal's prior approval, teachers may use banked time for individual periods off (on a minute/hourly basis) or for compensatory days as needed.
 - 13.1.3.6 Teachers are responsible for checking the accuracy of both banked time and compensated periods earned.

- 13.1.4 An annual stipend for a Master=s Degree of \$500 and \$700 for Doctorate Degree will be paid in addition to the basic salary schedule.
- 13.1.5 An annual stipend of \$200 will be paid for a CLAD or BCLAD Certificate. A one-time payment of \$500 will also be paid to tenured teacher upon completion of the CLAD or BCLAD Certificate.
 - 13.1.5.1 Effective July 1, 1999, the District will provide a \$500 incentive for tenured teachers to earn the CLAD/BCLAD.
 - 13.1.5.2 Counselor/Psychologist: 5% of Salary Placement.
- 13.1.6 Any unit member who receives an unsatisfactory evaluation for the second consecutive year, after participating in the Peer Assistance Review program, will remain at the same step on the salary schedule until a satisfactory evaluation is received.
- 13.2 The overall wage adjustment for salaries and extra-duty pay will be determined by the meet and negotiate process. Such negotiation shall commence between March 15 and April 15 of each school year. The District will provide release time at District expense for a reasonable number of unit members for approximately one-half (1/2) of those negotiating sessions.
- 13.3 Unit members will have the option of eleven or twelve month pay. Two checks will be issued June 30th. The continuation of this option is contingent on the capability of the County Office of Education. Unit members have the responsibility to report any inaccuracy in payroll warrants to the District Office in a timely manner.
- 13.4 Credit for Previous Experience
 - 13.4.1 At the time of initial placement on the schedule, the newly employed teacher will automatically be granted credit for prior teaching on a year-for-year basis up to a maximum of five (5) years. Credit for experience beyond (5) years may be granted at the discretion of the Superintendent.
- 13.5 Annual Advancement

After placement upon the schedule, each unit employee will advance one step for each school year of service in the Liberty Union High School District. A school year

constitutes seventy-five (75) percent or more of the number of days schools are in session as shown on the official school calendar.

13.5.1 Unit members must earn three (3) units before advancing to the next longevity step in Class V, starting at Class V, Step 15.

13.5.2 Certificated employees move to Step 15 on the salary schedule based upon years of service in the District and the years of service outside the District which were credited for placement on the schedule at the time of initial employment with the District.

13.6 Change of Classification

13.6.1 Advancement from one schedule classification to another will be granted for credits earned during the previous school year or summer school, providing that the unit member notifies the District prior to March 31 of his/her intention to complete the units and submits official verification of the credit earned on or before September 1.

13.6.2 For unit members paid on a twelve-month (12) basis, changes in schedule classification shall be made annually after September 1, but shall become effective July 1.

13.7 Extra-Duty Pay

13.7.1 Upon completion of duty, unit members shall be paid for extra-duty assignments in accordance with the Pay Schedule of Extra-Duty Assignments as set forth in Appendix B-1.

13.7.2 The District and the Association may request new extra duty position(s) and placement on the pay schedule for extra duty assignments. Said requests may be added to the extra duty assignments by mutual agreement.

13.7.2.1 Members of this bargaining unit who serve as coaches will receive an additional \$100 in the fourth year of coaching the same sport.

13.7.3 The position of Advisor for National Honor Society will be added to the schedule at the same rate as Technical Director. The employee in the position during the 1998-99 school year will be compensated

retroactively to October 1998. Beginning in July, 1999, the position of Computer Lab Tech will be added at \$250. These positions will be for labs that have at least 30 computers. The stipend will become active upon the development of assignment responsibilities.

13.8 Fringe Benefit Insurance

13.8.1 Effective November 1, 2002, the cap on medical fringe payments contributed by the district will increase to \$550.00 per month for each full-time unit member to cover medical and life insurance premiums as required by the contracted insurance company. Any premium above \$550.00 will be borne by the unit member and will be paid by deduction from the employee=s pay. The district will maintain full payment of dental coverage.

13.8.1.1 Effective June 1, 2000, those unit members who can demonstrate the existence of major medical insurance coverage may, upon their written request, have the option of receiving a tax-sheltered annuity of \$180.00 per month in lieu of district paid medical coverage. The existing life insurance would continue. This rule applies in all cases including where both spouses are employed by the district.

13.8.1.2 Effective October 1, 1995, dental coverage will increase to \$2,000 per year per individual for allowed expenses.

13.8.1.3 Effective April 1, 1997, all unit members working not less than four (4) hours per day will have vision care plan with the premium being fully paid by the district. The maximum premium paid by the District will be \$13.90 per month. The vision care plan will include 1) an eye examination every 12 months, 2) lenses every 12 months, 3) frames every 24 months, and 4) \$25 co-payment for basic services.

13.8.2 For part-time employees, the District will contribute a pro-rated amount

for those plans identified in 13.5.1 equal to the fraction of hours worked to full-time employment, only if the part-time employees contributes by payroll deduction an amount equal to the balance.

13.8.3 Change in marital status and/or eligible dependents shall be reported to the District office on the appropriate forms in a timely manner.

13.8.4 At any time, no unit member shall be covered by more than one DDP or one medical benefit policy.

13.8.5 A Standing Insurance Committee with equal representation from each bargaining unit and administration will continue to review current insurance coverage and to investigate new possibilities. The Insurance Committee will make recommendations to the Board of Trustees regarding modifications and changes in health insurance vendors and coverage. An annual report will be provided to the committee at the time it is received by the district from the district's insurance broker.

13.8.6 Effective July 1, 2000, the district will pay the following amounts per month towards medical insurance premiums for retirees during the period that they are from age 60 to age 65:

Retirees with ten years receive \$150.00 per month;

Retirees with twenty years receive \$170.00 per month;

Retirees with thirty years receive \$190.00 per month;

Said payment shall be for a maximum of five years and shall not extend beyond the age of 65. To qualify for this payment, retirees must have a minimum of ten (10), twenty (20), or thirty (30) years of service with the Liberty Union High School District, and retire after January 1, 1990.

13.9 Early Retirement Options

Unit members may participate in one of the following early retirement programs. .

13.9.1 Early Retirement Incentive Program

Certificated employees may be eligible as Consultants based on the following criteria:

13.9.1.1 Applicants must have a minimum of ten (10) years of

service in the Liberty Union High School District in a position requiring certification. A year of service is defined as working 75 percent of the days required by the contract of employment.

13.9.1.2 Applicants shall have attained a minimum age of fifty-five (55) or younger if permitted by legislation.

13.9.1.3 Candidates must file applications with the Administration Office by November 1 in the year previous to the school year in which they intend to participate in ERIP (Early Retirement Incentive Program).

13.9.1.4 Applicants must submit their resignations to the Board and Superintendent no later than March 12 in the year previous to the year in which they intend to participate in ERIP.

13.9.1.5 Selection
Applicants for ERIP will be evaluated by a committee of certificated personnel. This committee, Early Retirement Incentive Program Screening Committee, shall include the Superintendent, or his/her designee, who will act as chairperson.

The Screening Committee shall submit its recommendations to the Superintendent by February 1. The screening shall place the applicants in rank order of preference based upon the following criteria:

- a. Quality of service to the District
- b. Suggested activities if accepted into ERIP.

Including the Screening Committee's recommendations, available resources, and the applicant's potential contribution to the benefit of the District, final approval is at the discretion of the Governing Board.

13.9.1.6 Compensation

The annual compensation shall be \$4,000.

13.9.1.7 Contract

Persons participating in this program will be designated as Consultants. As Consultants, they are also considered independent contractors who serve in this capacity for a maximum period of five (5) years. Individual Consultants' contracts are reviewed annually and may be renewed for the subsequent year based upon need as determined by the Superintendent.

Consultants will perform such services for a period of twenty (20) days each year for the School District as deemed appropriate and necessary by the Superintendent.

13.9.1.8 Miscellaneous Provisions

Participation in Early Retirement Incentive Program (ERIP) is voluntary on the part of all certificated personnel.

Contingent upon willingness of the insurance carrier, Consultants may continue in the District's health insurance plan with premiums paid for by the District.

No leaves shall be earned under the terms of this plan and the employee may not use sick leave accumulated prior to resignation from the District.

13.9.2 Reduced Work Load Employment Plan

13.9.2.1 Authority

In accordance with Education Code Section 44922, a bargaining unit member may reduce his/her workload prior to retirement from full-time duties and receive the same credit toward retirement he/she would have received if he/she were employed on a full-time basis.

13.9.2.2 Eligibility

The bargaining unit member must have attained the age of 55 years by September 1 of the school year in which work reduction begins. The bargaining unit member must have been employed as a full-time certificated employee for at least ten (10) years, of which the last five (5) years were in full-time employment in the District

13.9.2.3 Regulations

Entry into the Reduced Work Load Employment Plan must be exercised at the request of the bargaining unit member and can be revoked only with the mutual consent of the bargaining unit member and the employer. (Final approval of an employee's participation rests with the Board). It is understood that at the termination of the bargaining unit member's participation in the Reduced Work Load Plan, the bargaining unit member will begin his/her retirement. However, in the event of a proven hardship, the Board may grant an exception (e.g., death, dissolution of a marriage, bankruptcy, etc.).

Option to participate in the Reduced Work Load Employment Plan shall be through written request of the bargaining unit member to the Superintendent or his/her designee. Deadline for submitting such request shall be the last Friday in January of any given school year. Such request is to be submitted on a District prepared form.

In addition, a unit member may enter this program by submitting an application by November 1 of any given school year to be effective the second semester of said school year, but may exercise only option (a) stated

below. Approval of participation is contingent upon the District's ability to obtain a satisfactory, qualified replacement.

The bargaining unit member shall be paid an amount which is the pro-rata share of the salary he/she would have earned had he/she not selected to exercise the option of the Reduced Work Load Employment Plan, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The bargaining unit member shall receive all fringe benefits as provided in Section 53201 of the Government code in the same manner as full-time employee.

Minimum and maximum part-time employment for classroom unit members shall be as follows: Bargaining unit members may teach either:

- a. one hundred (100) percent of the first semester and zero (0) percent of the second semester; or
- b. on a one-half day basis for the entire year. One-half day is defined as three teaching or resource periods and/or any combination thereof, as mutually agreed, exclusive of lunch. (The definition of one-half day applies only to this Article.) The salary shall be sixty (60) percent of the salary if he/she was serving a full-time assignment.

Minimum and maximum part-time employment for non-classroom unit members shall be as follows: Non-classroom bargaining unit members will be required to be on duty either:

- a. one hundred (100) percent of the first semester

- and zero (0) percent of the second semester; or
- b. on a one-half day basis for the entire year, hours as mutually agreed upon. One-half day is defined as three teaching periods for the position held, exclusive of lunch. (The definition of one-half day applies only to this Article.) The salary shall be sixty (60) percent of the salary if he/she was serving a full-time assignment.

A bargaining unit member may not participate in this plan beyond the age of sixty-five (65) nor for more than five (5) years. However, he/she may be allowed to finish the semester or year if he/she turns 65 while the agreement is in force.

Total contributions to the State Teachers Retirement System by the District and by the amount required of a full-time employee. Deductions are to be made on a monthly basis depending on the pay program selected by the employee.

Each bargaining unit member participating in this plan will earn sick leave in proportion to the percent of employment per school year. (e.g., sixty (60) percent (half-time) employment would yield sick leave of sixty (60) percent of ten (10) days or six (6) days of sick leave. Such sick leave would be accumulative.

The number of bargaining unit members allowed to participate in Reduced Work Load Employment Plan shall be at the sole discretion of the Board.

Participating bargaining unit members will be scheduled for individual meetings with the Superintendent or his/her designee to develop a mutually agreeable program for the bargaining unit member on or before

May 15.

Bargaining unit members who participate in the Reduced Work Load Employment Plan will perform extra duties proportionate to full-time employees. (Half-time employees will perform half as many duties as full-time employees.)

The agreement of participation in the Reduced Work Load Employment Plan between the Board and the participating unit member shall be consummated on or before May 30.

- 13.10 The District will conform to existing federal law and regulations concerning coverage of retired employees and former employees' spouses or surviving spouses as to coverage under the District's health plans. Retirees covered by the law or regulation shall pay the cost of the said plan plus the legal administrative costs.

Article 14: Concerted Activities

- 14.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing or refusal to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement.
- 14.2 The Association and the District recognize their duty and obligation of their representatives to comply with the provisions of this agreement and to make every effort toward inducing all employees to do so. In the event of strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association and the District agree in good faith to take all necessary steps to cease such action. In cooperation with such efforts, the District will not institute a lock-out of those unit members who continue to perform their duties as prescribed in Board policy and his contract.

Article 15: Employee Personnel Files

- 15.1 An employee may inspect material in his/her personnel file which may serve as a basis for affecting the status of his/her employment materials except for the following materials:
- a. were obtained prior to his/her employment;
 - b. were prepared by identifiable examination committee members; or
 - c. were obtained in connection with promotional examination.
- 15.2 An employee may inspect such materials in his/her personnel file, with the exception of the above specified items, during the normal business hours of the District Office at times other than when the employee is required to direct student instruction. Such inspection shall take place in the presence of a District administrator or designee.
- 15.3 Information of a derogatory nature, except the above specified items, may not be placed in an employee's personnel file without allowing the employee an opportunity to review and comment thereon and have attached to any such derogatory statement, his/her own comments thereon. The review and comment upon materials of derogatory nature shall take place during the normal business hours of the District Office and at times other than when an employee is assigned to direct student instruction.
- 15.4 All material placed in an employee's personnel file shall be dated and signed by the contributor. A statement signed by the bargaining unit member acknowledging that he/she has seen and received a copy of the material will be attached to the material and placed in the employee's personnel file.
- 15.5 The above procedure shall apply to the official employee personnel file maintained at the District Office and to any duplicate file maintained by the employee's immediate supervisor.
- 15.6 A log sheet shall be placed in the personnel file of each bargaining unit member. All persons who gain access to the file for any purpose other than to place documents therein shall record thereon their name and date on which access was taken.

Article 16: Temporary Employees

- 16.1 The District agrees to review its procedures relating to temporary teachers to assure compliance with State Law.
- 16.2 The District shall publish yearly a list of temporary teachers employed by the District as well as the permanent positions for which each temporary teacher is employed. The District shall publish yearly the reason(s) for the number of temporary teachers.
- 16.3 The District shall consider prior temporary service within the District in probationary hiring when a permanent vacancy arises, and in filling temporary positions, also taking into consideration the qualifications and competencies of the candidates and the needs of the District.

Article 17: Miscellaneous Provisions

17.1 Savings Provision

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

17.2 Effect of Agreement

In the event a conflict exists between the specific provisions contained in this Agreement and District practices, procedures and State laws, to the extent permitted by State Law, the provisions of the Agreement prevail; and, in the absence of such specific provisions of this Agreement, the practices and procedures are discretionary on the part of the employer and shall be covered by Article 3 herein.

17.3 Completion of Meet and Negotiation

Except as provided otherwise in this Agreement, the Association and the District during the term of this Agreement expressly waive and relinquish the right to meet and negotiate and agree that the District and the Association shall not be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though such subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

17.4 Duration

17.4.1 This Agreement shall remain in full force and in effect up to and including June 30, 2007. There shall be no reopeners during the term of this agreement.

17.4.5 Parties may mutually agree to negotiate on additional new proposals.

Article 18: Evaluation Procedure

18.1 Evaluation of unit members will be conducted in accordance with the District Evaluation Procedures (Appendix C) and contract language in Article 18.

18.1.1 Probationary and temporary unit members shall be evaluated each school year. Permanent (tenured) unit members not participating in the Peer Assistance and Review Program (PAR Program) shall be evaluated every other school year, unless there is a change to a new site or department, in which case an evaluation may be conducted during the first year in the new assignment. If a unit member is scheduled to be evaluated during a particular school year, but is granted a leave of absence for one (1) semester or longer, such evaluation shall take place during the first year of return to duty.

18.1.1.1 Effective July 1, 2005, a unit member who meets the following criteria shall enter a 4-year evaluation cycle.

- A) The unit member has achieved permanent (tenured) status in the Liberty Union High School District.
- B) The unit member has been employed by the Liberty Union High School District for a least ten (10) consecutive years.
- C) The unit member's two prior evaluations in the District were rated at the highest level of "satisfactory."
- D) The unit member has been determined to be "Highly Qualified" In the subject taught in the evaluation year per the criteria defined in the No Child Left Behind Act (ESEA 20 U.S.C. Section 7801), if applicable.

18.1.1.2 If the unit member has qualified for the extension of the evaluation cycle per the criteria 18.1.1.1, either the unit member or the principal may withdraw consent at any time, returning to the "every other year" cycle that generally applies to permanent unit members. A withdrawal of consent by either party must be made in writing before the fourth (4th) week of the current evaluation year to trigger an evaluation for that year. A withdrawal of consent by either party after the fourth (4th) week

of the year will require that the unit member is evaluated in the following school year.

- 18.1.1.3 The two exceptions to the “every other year” normal evaluation cycle outlined in Article 18.1.1 will supersede any evaluation cycle extension and require a unit member on such extension to be evaluated in the next year, unless waived by the superintendent on recommendation of the school principal.
- 18.1.2 Unit members to be evaluated during a particular school year shall be furnished a copy of the evaluation options and procedures, advised of the criteria upon which the evaluation is to be based, and notified of the identity of their evaluator no later than the end of the fourth week of the school year in which the evaluation is to take place. The evaluatee may submit a selection of two preferred evaluators to the principal before the end of the third week of the school year. The principal shall consider the preferences of the evaluatee when the formal assignment is made. Unit members desiring to apply for the peer evaluation option must submit an application to the principal before the end of the previous school year to allow for training of the evaluator and evaluatee. All teachers subject to evaluation shall provide goals and objectives to the evaluating administrator at the first evaluation conference described in 18.1.3.
- 18.1.3 The unit member being evaluated and the evaluator shall meet no later than the end of the fifth week of the school year to discuss:
 - 18.1.3.1 Evaluation procedures and criteria to be utilized during the evaluation period.
 - 18.1.3.2 In the event of a disagreement over the evaluation procedures and criteria, the unit member and the evaluator shall:
 - 18.1.3.2.1 Make a good faith effort to resolve the differences themselves.
 - 18.1.3.2.2 The unit member shall have the opportunity to state at

the time of the initial conference his/her position on the matter(s) in dispute, and to have a written statement of that position attached to the evaluation form.

18.1.3.3 The unit member shall have the right at the time of the initial conference to identify any constraints which the unit member believes may inhibit his/her ability to meet the criteria established.

18.1.3.3.1 Should unusual circumstances arise that would prohibit the unit member from carrying out the lesson as specified on the Pre-Observation Date Sheet, the unit member and his/her evaluator shall set another conference time for a new lesson and observation.

18.1.4 The evaluation process shall include the following activities:

18.1.4.1 A minimum of one (1) formal and two (2) informal observations shall be made by the evaluator for each unit member being evaluated. Classroom observations shall last at least thirty (30) minutes. A pre-observation conference shall be scheduled prior to the formal observation and a post-observation conference shall be held within five (5) school days after the formal observation has occurred. Within two (4) days of an informal observation the evaluator shall send a copy of the observation report to the evaluatee.

18.1.4.2 A unit member will be evaluated based on the criteria delineated in the District Evaluation Procedures and Criteria (Appendix C). A unit member shall not be evaluated on any actions over which the unit member has no control, such actions having been discussed with evaluator. In preparing the Summary Evaluation for placement in the unit member's personnel file, the

- evaluator shall utilize data collected relative to the six evaluation standards and criteria as established in the District Evaluation Procedures and Criteria (Appendix C).
- 18.1.4.3 Any unit member who receives an unsatisfactory evaluation shall be notified immediately and shall participate in the Peer Assistance and Review Program, as described in the District Evaluation Procedures and Criteria. The Peer Assistance and Review Program shall be initiated as soon as possible after notification of an unsatisfactory evaluation and shall continue until March 1st of the following school year.
- 18.1.4.4 The parties agree to meet and confer to establish an evaluation process that is specific to Counselors and Librarians and to have that evaluation process and forms in place for the 2005-2006 school year.
- 18.1.4.5 The parties agree to meet and confer to establish an alternative evaluation process that is project or portfolio based and to have the process and forms in place for the 2005-2006 school year.
- 18.1.5 A final evaluation must be completed no later than thirty (30) days before the last school day scheduled on the school calendar in the school year in which the evaluation takes place. In the event the unit member may prepare, within ten (10) working days, a written statement which shall be attached to the Summary Evaluation.
- 18.1.6 Unit members who are approved for participation in the District Peer Evaluation Process shall participate in the peer evaluation activities as described in Appendix D. Evaluation criteria applied in the peer evaluation process will be the same as those described in Appendix D.
- 18.1.7 The evaluation of unit members, pursuant to this Article, shall not include or be based upon publishers' norms established by standardized tests. (Ed. Code 44662)

- 18.1.8 All changes within the scope of bargaining in the Evaluation Procedures and Criteria deemed necessary by either party shall be made through the regular negotiation process.
- 18.1.9 Certificated noninstructional unit members shall be evaluated on the fulfillment of responsibilities as reasonably related to their job description. (Ed. Code 44662(c))

Article 19: Disciplinary Action

- 19.1 Disciplinary action is defined as an oral warning or reprimand, written reprimand, suspension with pay, unless otherwise required by Education Code, demotion or dismissal. Suspension shall be limited to a maximum of five (5) days. Disciplinary action must be substantiated and shall be for just cause. The parties recognize the American Arbitration Association Guidelines in the implementation of this Article. The Board of Trustees will review the findings, and the Board's decision is final.
- 19.2 The Board and the Association agree that discussions with unit members regarding disciplinary action shall be conducted in an appropriately private setting apart from individuals not directly involved in the issue. This shall not constitute a waiver of representation.
- 19.2.1 Unit members shall have the right to be accompanied by an Association representative at any meeting with an administrator where disciplinary action is discussed.
- 19.3 In all cases, the action taken by the District shall be invoked at a level commensurate with the offense.
- 19.4 The progressive steps referred to in Article 19.1 shall be followed in the application of this article.
- 19.5 The Article does not apply to permanent teacher dismissal and temporary and probationary nonrenewals of contract.

Article 20: Professional Development

20.1 The District and Association recognize the need for all employees to continually seek participation in professional activities that improve individual employee competence in her/his current assignment or preparation for a future assignment and contribute to the improvement of the curricular and instructional programs that further the educational mission of the schools of the District. It is also recognized that these activities will occur beyond the employees' assigned duties.

20.1.1 Unit members may qualify for salary schedule column increments through a variety of District approved professional improvement programs, including graduate and upper division college/university course work; workshops/seminars not taken during normal work hours; special District projects; travel directly related to instruction. Workshops/seminars taken during work hours are not eligible for column increments. Exceptions may be granted for college/agency units paid by the unit member which are earned for work required by the workshop/seminar to be completed outside of normal contract hours. All course work must be related to instructional assignment, instructional improvement strategies, or professional growth activities. Any activity or course work must be preapproved. The District will provide a form and will respond in writing to all applications. Units pursuant to the above will be formally granted upon verification of transcripts, notice of completion, verification of attendance, or a written report to the District. The time line for notifying the District of units for advancement on the salary schedule will be consistent with Section 13.6.1 of this agreement.

20.1.2 Any unit member may request an appeal of the District's decision related to 20.1.1. A joint committee of one unit member selected by the LEA President and one member elected by the Superintendent shall meet within ten (10) days of the written request for appeal. The committee shall review the facts and make recommendations to the Superintendent. The Superintendent will review the joint committee's

findings and the Superintendent's decision is final.

Article 21: Adjunct Duties

21.1 Unit members may volunteer to perform unpaid adjunct (non-instructional) duties before, during, or after the normal instructional day pursuant to the following guidelines:

- A. The site principals, with input from the unit members, will annually develop a list of voluntary adjunct duties that may be monitored by unit members. This list of voluntary adjunct duties will be developed in May of the school year before it will be used. The list of voluntary adjunct duties will be completed by the end of the second work week of the school year.
- B. A Site Voluntary Adjunct Duty Committee, consisting of two members selected by LEA and two members selected by the site principal, will:
 - 1. Finalize the list of voluntary adjunct duties and establish their timeframes and special needs for the duties of that site.
 - 2. Write an announcement covering voluntary adjunct duties for their site and the method by which teachers may respond to site principals in selecting voluntary adjunct duties.
 - 3. Determine the process, including timeline, for considering and approving suggestions from unit members for new voluntary adjunct duties.
- C. Voluntary adjunct duties may vary from year to year.
- D. Voluntary adjunct duties may vary from site to site.
- E. Unit members performing voluntary adjunct duty will be under the leadership and supervision of the on-duty administrator or designee.
- F. Unit members may decline to participate in voluntary adjunct duties without reprisal.
- G. Evaluation of unit members shall not contain references to non-participation in voluntary adjunct duties.

21.2 Examples of Voluntary Adjunct Duties include the following:

- A. Monitoring of athletic and performing arts events, student activities before and after school, and dances.

- B. Graduation and Baccalaureate.
- C. Open classroom for student tutoring before, during, or after school.
- D. Organization/supervision of lunch time activities for students.
- E. Unpaid advisors of school clubs.

21.3 Roles and Responsibilities of unit members performing voluntary adjunct duties will include:

- A. Provide professional presence.
- B. During the event, report inappropriate behavior to the administrator or designee.
- C. Communicate with administrator or designee prior to the event.

Article 22: Peer Assistance Review (PAR) Program

22.1 Joint Panel Composition and Selection

22.1.1 The Peer Assistance and Review Program (PAR) will be administered by a Joint Panel.

22.1.2 The Joint Panel shall consist of five (5) members, two (2) of whom will be Administrators selected by the District, and three (3) of whom shall be classroom teachers elected by the Association. Teacher Joint Panel Members shall meet the qualifications of Consulting Teachers as set forth in section 22.9

22.1.3 Initially, one administrator and one teacher panel member would serve two year terms. All other panel members would serve for three years. Subsequent panel members would serve three year terms.

22.1.4 The Joint Panel Chairperson for its first year (2000-2001) will be a Teacher Representative.

22.1.5 The Joint Panel Chairperson for its second year (2001-2002) will be a District Administrator.

22.1.6 The Joint Panel Chairperson thereafter rotates on an annual basis between an Association Member and a District Administrator.

22.2 Joint Panel Procedures

22.2.1 The Joint Panel shall establish its own meeting schedule and meet no less than four (4) times per school year.

22.2.2 A majority of the members of the Joint Panel must be present for the panel to meet.

22.2.3 Joint Panel meetings shall take place during the regular teacher workday. Teachers who are members of the Joint Committee shall be released from their regular duties to attend meetings without loss of pay or benefits.

22.2.4 Association members of the Joint Panel will receive a stipend of \$1,000.00 for the 2000-2001 year of service only and \$750.00 for each subsequent year. If, in carrying out the responsibilities as members of

the Joint Panel, teachers find it necessary to work beyond their normal workday, they shall be compensated at the unit member's pro rata hourly rate of pay.

22.2.5 The Joint Panel shall select by consensus the Consulting Teachers.

22.2.6 The Joint Panel shall be assisted by part-time Consulting Teachers who will 1) support first-and-second-year teachers, 2) provide necessary training, and 3) provide other program support as the Joint Panel may require.

22.2.7 The District shall designate a PAR secretary to provide secretarial and clerical support to the Panel and Consulting Teachers.

22.3 Joint Panel Responsibilities

22.3.1 The Joint Panel shall establish its own rules of procedures.

22.3.2 Adopt rules and procedures to affect the provisions of this Article. Said rules and procedures will be consistent with the provisions of the Master Agreement, and to the extent there is an inconsistency, the Master Agreement will prevail.

22.3.3 Prepare written guidelines for the Consulting Teachers.

22.3.4 Determine the number of Consulting Teachers in any one school year, based upon the number of Referred teachers and first-and-second-year teachers participating in the PAR program.

22.3.5 Develop a budget from available District (PAR) funds and other related funding sources.

22.3.6 Establish a procedure for application as a Consulting Teacher.

22.3.7 Select trainers and/or training providers.

22.3.8 Select Consulting Teachers and provide for their training.

22.3.9 Send written notification of participation in the PAR program to the Referred Teachers, Consulting Teachers, and Site Principals.

22.3.10 Perform other such incidental duties as may be needed to carry out the functions enumerated in this article, including the establishment of rules to guide deliberations.

22.3.11 Review the final report(s) prepared by each Consulting Teacher and

make a report of progress and recommendations to the Board of Education.

22.3.12 Forward to the Board of Education the names of individuals who, after sustained assistance, are not able to demonstrate satisfactory improvement.

22.3.13 Prepare an annual review of the impact of the PAR program, including recommendations for improvement.

22.3.14 Designate excess revenues in subsequent years for staff development with the Board of Education's approval.

22.3.15 Evaluate Consulting Teachers and their documentation related to the PAR program.

22.4 Joint Panel Confidentiality

22.4.1 All materials related to evaluations, reports and other personnel matters shall be confidential.

22.5 District's Duty to Indemnify

The District agrees to indemnify and hold harmless and provide defense for any Association-selected member of the Joint Panel against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from a member's participation in the PAR program. The District will pay legal costs/fees in such actions.

22.6 Participating Teachers – Referred

22.6.1 Any teacher with permanent status who receives an unsatisfactory evaluation/does not meet standards rating on a final evaluation shall participate in PAR and receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance as a result of the unsatisfactory final evaluation.

22.6.2 A principal may, under special circumstances, refer a temporary or probationary teacher for some involuntary services provided under this article as determined in joint consultation among the Referred Teacher, principal, and Consulting Teacher.

- 22.6.3 If available, a Consulting Teacher from another district may be selected to work with the Referred Teacher at any time during the process when requested to do so by the Referred Teacher or Consulting Teacher with the Consent of the Joint Panel.
 - 22.6.4 The Referred Teacher has the right to be represented throughout these procedures by the Association representative of his/her choice.
- 22.7 Participating Teachers – Voluntary
- 22.7.1 A Voluntary Teacher is a teacher who has taught in the District for two (2) or more years who volunteers to participate in the PAR program.
 - 22.7.2 The Purpose of participating in the PAR program for the Voluntary Teacher is for peer assistance only and the Consulting Teacher shall not participate in a performance review of the Voluntary Teacher.
 - 22.7.3 The Voluntary Teacher may terminate his/her participation in the PAR program at any time.
 - 22.7.4 All communication between the Consulting Teacher and Voluntary Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the Site Principal, the Evaluator, or the Joint Panel.
- 22.8 Participating Teachers – First Year
- 22.8.1 This component shall provide assistance and review to all teachers new to the district, based on individual credentialing needs, through the Consulting Teacher and a district approved new teacher induction/support program.
- 22.9 Consulting Teacher Qualifications
- 22.9.1 A permanent classroom teacher of the District with at least five (5) consecutive years of experience.
 - 22.9.2 Substantial recent experience in classroom instruction.
 - 22.9.3 Proven exemplary teaching ability, as indicated by effective communication skills, subject matter knowledge, and mastery of a

range of teaching strategies, among other skills necessary to meet the needs of pupils.

22.10 Selection of Consulting Teacher

22.10.1 The Joint Panel shall appoint the Consulting Teachers.

22.10.2 District teachers meeting qualifications as defined in this article may apply for the Consulting Teacher positions by way of application, on a form prepared by the Joint Panel.

22.10.3 In filling the Consulting Teacher position, each applicant is required to submit four (4) letters of reference from individuals with specific knowledge of his/her expertise, as follows:

22.10.3.1 A letter of recommendation from a building principal or immediate supervisor

22.10.3.2 At least three (3) letters of recommendation from classroom teachers, and at least two (2) from teachers within the District.

22.10.4 Selection shall be by consensus of the Joint Panel.

22.11 Procedures of Consulting Teachers

22.11.1 Functions performed by the Consulting Teacher shall be completed as a part of the Consulting Teachers' normal work day.

22.11.2 When the Consulting Teacher also has classroom responsibilities, he/she will have a preparation period to be used for classroom preparation.

22.11.3 If, in carrying out the responsibilities of Consulting Teacher, the unit member finds it necessary to work beyond the normal work year, he/she shall be compensated at the unit members per diem rate of pay. Additionally, the Consulting Teacher will receive a stipend of \$4,382.00 annually.

22.11.4 Initially one (1) Consulting Teacher would serve a two year term. The other Consulting Teacher(s) would serve for three years.

Subsequent Consultant Teachers would serve three year Terms

- 22.11.5 Upon Completion of his/her service as a released Consulting Teacher, a teacher shall have the option of returning to his/her previous assignment.
- 22.12 Duties of Consulting Teacher of Referred Teacher
 - 22.12.1 The Consulting Teacher shall assist Participating Teachers by demonstrating observing, coaching, conferencing, or referring to other resources, which, in his/her professional judgment, will assist the Referred Teacher.
 - 22.12.2 Functions performed pursuant to this Article by bargaining unit employees shall not constitute management or supervisory functions.
 - 22.12.3 The Consulting Teacher shall continue as an Association member.
 - 22.12.4 It is the responsibility of the Consulting Teacher to arrange an initial goal setting meeting, to be attended by the Consulting Teacher, the Principal of the Referred Teacher, and the Referred Teacher.
 - 22.12.4.1 The employee's performance will be discussed as well as recommendations for improvement.
 - 22.12.4.2 Based on these discussions, the Consulting Teacher shall prepare an Assistance Plan, which shall list the goals and objectives for improvement.
 - 22.12.4.3 The Joint Panel will review the plan, modify the plan as necessary, and approve said plan.
 - 22.12.5 The Consulting Teacher shall conduct multiple observations of the Referred Teacher during classroom instruction, and shall hold both pre-observation and post-observation conferences.
 - 22.12.6 The Consulting Teacher shall monitor the progress of the Referred Teacher and shall provide periodic written reports for discussion and review to the Referred Teacher and may provide the reports to the Referred Teacher's principal with the Referred Teacher's consent.
 - 22.12.7 The Consulting Teacher shall continue to provide assistance

throughout one school year to the Referred Teacher until he/she concludes that the teaching performance of the Referred Teacher is satisfactory or that further assistance will not be productive.

22.12.8 A copy of the Consulting Teacher's report shall be submitted to and discussed with the Referred Teacher to receive his/her input and signature before it is submitted to the Joint Panel.

22.12.8.1 The Referred Teacher's signing of the report does not necessarily mean agreement, but rather that he/she has received a copy of the report.

22.12.8.2 The Consulting Teacher shall submit a final report to the Joint Panel.

22.12.8.3 The Referred Teacher shall have the right to submit a written response, within twenty (20) days, and have it attached to the final report.

22.12.8.4 The Referred Teacher shall also have the right to request a meeting with the Joint Panel, and to be represented at this meeting by the Association representative of his/her choice.

22.12.9 The results of the Referred Teacher participation in the PAR program shall be made available for placement in his/her personnel file, and may be used in the evaluation of the Referred Teacher.

22.12.10 The District agrees to indemnify and hold harmless and provide a defense to any Association-selected member of the Joint Panel and the Consulting Teacher against any claims, causes or actions, damages, grievances, administrative proceedings of any other litigation arising from a member's participation in the PAR program. The District will pay legal costs/fees in such actions.

22.13 Duties of Consulting Teachers of first- and second-year teachers.

22.13.1 Meets regularly with first- and second-year teachers.

22.13.2 Assists the new teachers with the District-approved new teacher evaluation program.

- 22.13.3 Provides support/assistance as needed.
 - 22.13.4 Conducts at least two (2) observations of first- and second-year teachers.
 - 22.13.5 Consults regularly with principal regarding the needs of first- and second-year teachers.
- 22.14 Referred to Psychologist
- 22.14.1 The Consulting Teacher may request the participation of a psychologist or other mental health professional to assist in the implementation of the recommended plan of improvement for the Referred Teacher.
 - 22.14.2 The participation of a psychologist or other mental health professional must be approved by the Joint Panel and must meet the budget and other guidelines established for these services.
 - 22.14.3 The psychologist's primary focus is behavior management, student-teacher intervention, and student-student interaction.
 - 22.14.4 This article shall expire if State funding is terminated.