

Agreement
Between
Bayshore Elementary School
District
and
Bayshore Teachers Association

Effective until June 30, 2015

BTA/BESD Contract Agreement

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Article 1—AGREEMENT & RECOGNITION

- 1.1 This Agreement is made and entered into by and between the Board of Education of the Bayshore School District, which together with its administrative staff and representatives shall be referred to in this Agreement as the "District" and the Bayshore Teachers Association, CTA/NEA, the certificated employees' exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as the "Association."
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code which shall be referred to as the "EERA."
- 1.3 Use of Titles. Titles are included for the convenience of the readers. They are not integral to the agreement.
- 1.4 The District recognizes the Association as the exclusive representative of all certificated employees excluding the following employees: substitute teachers, management, and summer school teachers who are not full-time employees of the district.

Article 2—ASSOCIATION RIGHTS

- 2.1 **Use of Equipment/Facilities**
The Association and its members shall have the right to make use of school equipment, buildings and facilities at all reasonable hours. Any costs arising from use of such equipment shall be prorated to the Association. Use of such equipment is subject to reasonable regulation by school administrations.
- 2.2 **Posting Notices**
The Association shall have the right to post notices of activities and matters of the Association concern on bulletin boards at least one of which shall be provided in each school building in areas frequented by unit members; a copy of any posted material shall be forwarded to the building supervisor at the time of posting. The Association may use the District mail service and unit member mailboxes for communications to unit members.
- 2.3 **Transaction of the Association Business**
Authorized representatives of the Association shall be permitted to transact official the Association business on school property at all reasonable times, including faculty and/or staff meetings; in the case of faculty/staff meetings, the Association business shall be the last item on the agenda. Use of such school property is subject to reasonable regulation by school administrations.

Article 3—NEGOTIATIONS PROCEDURES

3.1 Timing of Negotiations

Not later than 30 days following the public hearing on the Association's proposals, negotiations shall begin at a mutually agreed date and time.

3.2 Use of Consultants

Either party may utilize the services of outside consultants to assist in the negotiations.

3.3 Designation of Representatives

The Board and BTA may discharge their respective duties by means of authorized officers, individual representatives, or committees.

3.4 BETA Representation in Bargaining

BTA shall designate not more than four (4) representatives who shall receive sufficient release time without loss of compensation for negotiations and impasse proceedings.

3.5 Furnishing Information

The Board shall furnish BTA, upon request, with budgetary and other information which is pertinent to negotiations and which enables BETA to fulfill its role as the exclusive bargaining representative.

3.6 Salary Information, October 15th

Not later than October 15, the Board shall furnish BTA with placement of personnel on the respective salary schedules as of October 1. The placement will be done as a frequency count; no names will be listed.

3.7 New Legislation

Bargaining will occur over the impact of legislation which affects working conditions and/or is negotiable under the EERA.

Article 4—PROFESSIONAL DUES/AGENCY FEES AND PAYROLL DEDUCTIONS

4.1 Deduction of Dues

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year to year unless revoked in writing. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to the end of the school year.

4.2 Other Deductions

Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs approved by the Board.

4.3 Agency Fees

Any unit member who is not a member of the Association, or who does not make application for membership within 30 days of this agreement or within 30 days from commencement of assigned duties, shall become a member of the Association or pay to the Association a fee in an amount equal to membership dues, initiation fees and general assessments, payable to the Association in one lump-sum payment in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such a fee directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in EC 45061 and in the same manner as set forth in 5.1 of this article. There shall be no charge for such mandatory agency fee deductions.

4.4 Religious Exemption from Dues/Agency Fees

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 the Association as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such membership dues to a non-religious charitable organization acceptable to both the Association and the District.

4.4.1 Requirements to Receive an Exemption

To receive a religious exemption, the unit member must submit a written statement to the District and the Association. The Association Executive Board shall communicate in writing its acceptance or rejection of the exemption. If accepted, the unit member shall make payment to one of the appropriate charities as described above. Such payment shall be made on or before the due date for cash dues/fees for each school year.

4.4.2 Payments

Proof of payment shall be made on an annual basis to the Association and the District as a condition of continued exemption from the payment of agency fee. Such proof shall be presented on or before the due date for cash dues/fees for each school year.

4.5 Remittance of Dues/Fees

The District agrees to remit membership dues and agency fees promptly to the Association, accompanied by a list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association.

4.6 Needed Information

The Association and the District agree to furnish each other any information needed to fulfill the provisions of this article.

4.7 Hold Harmless Agreement

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried, or appealed.

Article 5 - NON-DISCRIMINATION

5.1 The District is aware of and acknowledges the following state and federal statutes prohibiting discrimination: Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the California Fair Employment and Housing Act, the Education Code Sections 44100, 44105, and 44830, Public Law No. 101-336, Education Code Sections 212.5, 212.6, and Government Code Section 3543.5. Further, the District is aware and acknowledges that it is unlawful to discriminate because of race, color, national origin, religion, sex, sexual orientation, gender identity, age, physical disability, marital status, economic status, political affiliation, domicile, membership in an employee organization, participation in the activities of an employee organization, union affiliation, or exercise of the rights contained in this Agreement. Nothing in this Article shall constitute a waiver of a unit member's rights to process a discrimination claim through an appropriate government agency, or a court of competent jurisdiction.

Article 6 – GRIEVANCE PROCEDURE

6.1 Definitions

6.1.1 Grievance

A “grievance” is a formal written allegation that there has been a violation, misinterpretation or misapplication of specific provision(s) of this Agreement.

6.1.2 Day

A “day” for this Article shall be any day in which the grievant is required to render service to the District. If a grievance arises during the last two weeks of the school year, a “day” shall include any of the ten working days following the last day of school.

6.1.3 District Representative

The appropriate designated District representative shall be the management person having immediate jurisdiction over the grievant and who has been designated by the District to adjust grievances. A member shall be so notified if the immediate administrator is someone other than the management person having immediate jurisdiction over the member.

6.1.4 Grievant

A “grievant” is a member of the bargaining unit, or the Association, asserting a grievance. Any unit member may be accompanied at the informal level or step one by an association rep of his/her choosing.

6.1.5 Group Grievance

If two or more members of the bargaining unit have the same grievance in issue and fact, then the grievance shall be consolidated for purposes of hearing and decision, provided further, that the rights of the parties not thereby be prejudiced.

6.1.6 Association Grievance

A grievance initiated by the Association shall be filed at Level Two subject to complying with the timelines set forth in Section 7.2.2.1.

6.2 Procedures

6.2.1 Informal Resolution

6.2.1.1 Conference

Before filing a formal written grievance, the grievant must attempt to resolve the matter by an informal conference

with the appropriate designated District representative. This informal conference shall be requested within ten (10) days of the act or omission which gave rise to the grievance, or within ten (10) days of when the act or omission first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant. The parties to the grievance may be represented at this conference. The grievant may request an additional five (5) days extension in writing from the Personnel Office. The extension will be granted if the written request is received by the Personnel Office prior to the expiration of the above time.

6.2.1.2 Right to Proceed

If the matter is not resolved at the informal conference, the grievant may proceed to the formal level.

6.2.2 Formal Written Grievance

6.2.2.1 Submission/timeline

If the grievance has not been resolved informally, the grievant may present a formal written grievance on the appropriate form to the superintendent with a copy to her/his immediate supervisor within twenty (20) days of the acts or omissions which gave rise to the grievance, or within twenty (20) days of when the acts or omissions first came to the attention of, or in the exercise of reasonable diligence should have come to the attention of, the grievant.

6.2.2.2 Format of Grievance

The written statement of the grievance shall make specific reference to the contractual section allegedly violated, the circumstances involved, the decision at the informal conference, and the specific remedy(ies) sought. (Referred on previous page).

6.2.2.3 District Response Timeline/Representation

The Superintendent or designee shall communicate a written decision and the reasons therefore to the grievant within fifteen (15) days after receiving the grievance. If the District's representative does not respond within the time limits, the grievant may proceed to the next level. Both parties shall be entitled to be represented at such conference.

6.2.2.4 Right to a Conference

The Superintendent or designee shall conduct an investigation and, upon request, hold a conference with the grievant. The parties to the grievance may be represented at said conference. Within fifteen (15) days of the receipt of the appeal or any amendment thereof, the superintendent or designee shall deliver to the grievant a written decision with the reasons therefore.

6.2.3 Arbitration

6.2.3.1 Demand

If not satisfied with the decision at the formal level the Association may submit a written demand for arbitration to the Superintendent. Only issues which were processed and handled in accordance with the grievance procedure of this Article are subject to arbitration. The grievance is resolved if a written request for arbitration is not submitted within ten (10) days after receipt by the grievant of the superintendent's decision, or if there has been no response at the formal grievance level, within ten (10) days of the deadline for receipt of the grievance response.

6.2.3.2 Selection from Panel

Either party may request that the American Arbitration Association supply a panel of seven (7) names of arbitrators experienced in public sector grievances. The selection of an arbitrator shall be made in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), and the parties shall be bound by the Voluntary Labor Arbitration Rules of the AAA.

6.2.3.3 Identification of Issues

Within ten (10) days of the selection of the arbitrator, the superintendent and the grievant or designees shall attempt to agree in writing upon the issue or issues to be submitted to the arbitrator. If they are unable to agree upon a submission statement, the arbitrator shall determine the issues by referring to the written grievances and answer thereto each level.

6.2.3.4 Arbitrability

In the event there is a dispute between the District and the grievant as to arbitrability of any issue(s), the question of arbitrability shall be ruled upon by the arbitrator prior to hearing the issue(s) of the grievance.

6.2.3.5 Limit of Arbitrator's Authority/Evidence

The arbitrator shall have no authority to make a decision based upon arguments not disclosed in the Informal and Formal Levels. The arbitrator shall render a written decision on the submitted issue(s) in accordance with AAA rules after the close of the hearing, or if an oral hearing has been waived, after the final submission of written evidence and final arguments.

6.2.3.6 Limit of Arbitrator's Authority/Scope

The District and the Association agree that the jurisdiction and authority of the arbitrator so selected in opinions he/she expresses, will be confined exclusively to the interpretation of the expressed provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to or subtract from, alter, amend, or modify the provisions of this Agreement. The decision of the arbitrator within the limits prescribed, shall be final and binding upon the parties to the dispute.

6.2.4.7 Cost Sharing

The fees and expenses of the arbitrator and the hearing shall be borne equally by the District and the grievant. All other expenses shall be borne by the parties incurring them. Unless the parties mutually agree to share the expenses, the cost of the services and expenses of the court reporter shall be paid by the party requesting same. If, however, one of the parties declines to share the expenses of the court reporter and subsequently requests a transcript of the arbitration proceedings or a copy thereof, that party shall be required to reimburse the other party one-half of the cost of the court reporter's services and expenses. The cost of any transcript or any copy thereof requested by either shall be borne by the party requesting same.

6.2.3.8 Exclusive Forum

The Association and unit members agree that the grievance/arbitration procedures herein shall be the exclusive forum, in lieu of any other legal process or procedure for resolution, for resolving issues arising out of or in connection with a violation, misinterpretation, or misapplication by the District of any provisions in this Agreement.

6.3 Miscellaneous Provisions

6.3.1 Witnesses

Relevant employee witnesses, the grievant and the grievant representative shall be provided release time without loss of pay for the purpose of participating at grievance conferences with appropriate District representatives and testifying at the grievance arbitration hearing. Witnesses may be placed on on-call status and required to attend the arbitration hearing for only so long as their testimony is taken. By mutual agreement, relevant employee witnesses, the grievant and the grievant's representative shall be provided release time without loss of pay for the purpose of preparing for the arbitration hearing.

6.3.2 File Maintenance

All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel file of the participant and maintained in the office of the superintendent.

6.3.3 No Reprisals

No party to a grievance shall take any reprisals against the other party to the grievance because he/she participated in an orderly manner in the grievance procedure.

6.3.4 Timelines, Waivers and Requirements

Time limits contained in this Article may only be waived by mutual agreement. Failure by the grievant to meet any time limit as specified herein for each level of the grievance procedure shall result in automatic settlement according to the last decision rendered for the particular grievance. Upon the District's failure to meet any time limit herein for each level of the grievance procedure, the grievant may appeal to the next level.

6.3.5 Consent of Association for Arbitration

No grievance shall be arbitrated without the consent of the Association.

Article 7 - EVALUATION PROCEDURES

- 7.1** This Article does not apply to unit members when rendering service in the summer school program.
- 7.2** Evaluation and assessment of the performance of each unit member shall be on a continuing basis, at least once each school year for probationary employees, and every other year for employees with permanent status (Appendix B). The District shall evaluate and assess unit member competency as it reasonable relates to:
- 7.2.1** The progress of pupils toward the standards of expected student achievement at each grade level in each area of study;
 - 7.2.2** The instructional techniques and strategies used by the unit member;
 - 7.2.3** The unit member's adherence to curricular objectives;
 - 7.2.4** The establishment and maintenance of a suitable learning environment, within the scope of the unit member's responsibilities.
- 7.3** The evaluation and assessment of unit member competence pursuant to the Stull Act Evaluation Procedure shall not include the use of publisher's norms established by standardized tests.
- 7.4** The evaluatee shall develop written statements setting forth the objectives and meet with the evaluator not later than November 1 for a pre-evaluation conference. The purpose of the conference is to reach agreement on goals and objectives. Objectives may relate to any or all of the areas of assessment listed above and may be developed to relate more specifically to tasks required due to the nature of the unit member's assignment. In the event of the evaluator does not approve the written objectives and the evaluator and the unit member cannot come to an agreement as to what should constitute said objectives, the evaluator's decision shall prevail. The evaluatee may attach a written settlement indicating his/her disagreement with the modified and/or agreed goals and objectives. When requested by the evaluator or the unit member, modifications or additions to the written statement of objectives can be made, provided said modifications and additions are approved by the evaluator. In the event the

evaluator and the unit member cannot come to an agreement, they shall proceed as set forth above.

- 7.5** For the purpose of this section, the evaluator shall be the unit member's immediate supervisor.
- 7.6** The evaluator may conduct a reasonable number of observations. After each formal observation, the evaluator will, within ten (10) working days, provide the unit member with a written report on the evaluator's observation and evaluations of the performance of the unit member. The unit member shall have the right to initiate a written response to the observation which will be part of the personnel file record. In the event a unit member has received an unsatisfactory evaluation, the evaluator shall notify the unit member of such fact and describe in writing such unsatisfactory performance. The evaluator shall thereafter confer with the unit member making specific written recommendations for improvement in the unit member's performance and endeavor to assist in such performance..
- 7.7** Any evaluation performance pursuant to this procedure which contains an unsatisfactory rating of a unit member's performance in the area of teaching methods or instruction may include the requirement that the unit member participate in a program designed to improve appropriate areas of the unit member's performance and to further pupil achievement and instructional objectives of the District. A unit member shall not be required to participate in such a program unless an attempt is made to reach agreement on the nature of the program with the unit member. Should the unit member and the evaluator not reach agreement on the nature of the program, the superintendent shall determine the nature of the program; such program shall relate to the unsatisfactory rating.
- 7.7.1** Release time shall be provided when required by the nature of the program;
- 7.7.2** The unit member shall be reimbursed for costs incurred;
- 7.7.3** If the program includes peer participation, the relationship between the unit member and his/her peer shall be confidential.
- 7.8** Evaluation and assessment made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to the unit member not later than thirty (30) days before the last school day.
- 7.9** The substance of the evaluator's classroom observation reports and annual evaluation appraisals shall not be subject to the grievance procedure. Violations of evaluation procedures specified above may be grieved.

Article 8—HOURS OF EMPLOYMENT

- 8.1** The length of the work day, including preparation time, relief periods, lunch, and time required before and after school shall not exceed seven hours. Unit members are expected to be on campus, except for duty-free lunch, from 8:15 a.m. until 3:15 p.m., excepted as noted in this article.
- 8.1.1** In the alternative, unit members may adjust their work schedule so long as they are on campus ten (10) minutes before and after the start and end of the instructional day, and they are on campus no less than seven hours. At the beginning of each school year, the district shall circulate a roster on which unit members will provide the district their schedule. Adjusted times cannot be used on Wednesdays when there is school wide-staff development, nor on days with staff meetings. The district will make reasonable accommodations for persons with disabilities.
- 8.1.2** Each Wednesday shall be a minimum instructional day for the purposes of staff development, curriculum development, grade level or department collaboration and planning meetings, and individual teacher preparation time.
- 8.2** The length of the school year will be 185 work days, as follows:
- 8.2.1** 180 days of instruction
- 8.2.2** One (1) scheduled teacher work day prior to the start of the instructional year.
- 8.2.3** One (1) “flex” day scheduled at the discretion of the unit member either before or after the instructional year.
- 8.2.4** Three (3) days of district-provided staff development.
- 8.3** The work year calendar, including buy-a-days, shall be annually negotiated and included in this agreement as APPENDIX D. The District and BTA will cooperate in developing a program for those days which are of benefit to the unit member’s training needs and the educational program.
- 8.4** **Work Year for New Hires**
The work year for new unit members in their first, full year will be 187 days. Of the two extra days for new employees, no more than 1.5 will be used for formal orientation. One-half will be available for teachers to acquire materials and work in their classrooms.

- 8.5** Faculty meetings shall not exceed 2 hours per month beyond the 7 hour work day. No meeting shall exceed 1 hour in length beyond the 7 hour work day. Principals will notify unit members in advance of the date and proposed duration of the meeting. Unit members agree to meet with the principal to discuss the number and content of faculty meetings in an effort to meet the needs of the school as well as unit members.
- 8.5.1** The District shall not schedule or hold any staff meetings or staff development after the end of the instructional day during the seven (7) days prior to and the day(s) of Back-to-School Night, the day report cards are due to be completed and the during the week of parent-teacher conferences.
- 8.6** Minimum days shall be granted unit members for the following reasons:
- 8.6.1** Preparation for "Back-to-School Night". Unit members at each site will meet with their site administrator(s) to mutually design and implement programs that invite and encourage parent participation.
- 8.6.1.1** The programs may include a continuation of "traditional" formats for Back-to-School, parent conferences. The respective parties may implement alternative programs which best meet parent, student and staff objectives at their individual sites.
- 8.6.1.2** The programs affected at a site will include the participation of unit members at that site and will be held at a time that maximizes parent attendance.
- 8.6.2** Staff development programs.
- 8.6.3** Parent conferencing.
- 8.6.4** School day preceding Thanksgiving, Winter and Spring breaks.
- 8.6.5** Halloween
- 8.6.6** On the last day of school the work day shall at Noon.
- 8.6.7** On all minimum days established in section 8.6 (except for 8.6.2), unit members may leave campus ten (10) minutes after the dismissal of students.
- 8.7** Unit members shall have a daily, duty-free, uninterrupted lunch period of not less than 30 minutes.

- 8.8** Each Bayshore Elementary School teacher shall have at least two (2) guaranteed prep periods of 30 minutes per week. Each Robertson Intermediate School grade teacher shall have two (2) guaranteed prep periods of 45 minutes per week.

Article 9—WAGES

- 9.1** Unit members shall receive their salary pursuant to Appendix A, which contains certain rules and regulations.
- 9.1.1** Column A requires a Bachelor's Degree;
 - 9.1.2** Column B requires a BACHELOR'S Degree, plus 30 semester units of postgraduate work taken after the issuance of degree;
 - 9.1.3** Column C requires a regular credential and a BACHELOR'S Degree plus 45 semester units, of postgraduate work, taken after the issuance of degree:
 - 9.1.4** Column D requires a regular credential, a BACHELOR'S Degree, plus 60 units of postgraduate work taken after the issuance of degree;
 - 9.1.5** Column E requires a regular credential, a BACHELOR'S Degree, plus 75 semester units of postgraduate work taken after the issuance of degree.
- 9.2** The maximum experience credit which shall be allowed towards initial step placement on the salary schedule shall be eight (8) steps with year-for-year credit so long as the unit member taught on a full time basis at least 75% of the teaching days of a school year. This maximum may be exceeded with the mutual agreement of the Association president, or designee.
- 9.2.1** A unit member who is in paid status (excluding extended illness leave, as established in Article 1.1.9) for 50% or more of the school year (0.5 Full-time equivalents) shall earn credit for one year's experience for step advancement on the salary schedule. A unit member who is in paid status (excluding extended illness leave, as established in Article 1.1.9) for less than 50% of the school year shall earn credit for one year's experience for step advancement on the salary schedule once every two (2) years.
- 9.3** Unit members who have separated from the District and are thereafter re-employed by the District shall receive credit for their prior years of experience in the District for placement on the salary schedule.

9.4 Column Advancement

Employees shall be advanced on the salary schedule on the basis of approved educational units they take beyond the requirements of the bachelor's degree. Columns shall be identified and established on the annually adopted District salary schedule indicating educational unit requirements for each column.

The basis for the approval of units requested by certificated personnel for advancement on the salary schedule shall include the following guidelines:

9.4.1 Maximum Units Taken

Teachers shall take no more than nine units of work for salary credit during any one semester or nine quarter-units per quarter.

9.4.1.1 Non-Degree/Credential Units

Units not leading to a California credential or higher degree must be of direct benefit to the District or the instructional program and may not be approved if for personal or avocational enrichment.

9.4.2 Only Graduate and Upper Division Units

Only upper division units taken at an accredited university or college will be accepted. "Accredited university or college" shall be defined as an accredited agency listed in the U.S. Office of Education publication, Accredited Higher Institutions. Exceptions to the upper division requirement may be made if the Credit Evaluation Committee recommends that a specific lower division course would be beneficial to the District.

9.4.2 No Auditing

Auditing of university or college courses will not be approved for any salary credit.

9.4.4 Successful Completion

Units must be successfully completed with a grade of "C" or above, or a "pass" grade in the case of a "pass/fail" course, to be approved for salary credit.

9.4.5 Credit For Inservice and Student Teaching

The District shall credit unit members with units for supervising student teachers and inservice workshops as recommended by the Credit Evaluation Committee and approved by the Board of Trustees. One local unit of credit shall be given for each fifteen (15) clock hours of approved training in the District during non-work and non-paid time.

A unit member shall receive one semester unit of credit on the salary schedule for each semester of student teaching completed under the unit member's direction. A cash payment of the amount received from the university or college will be made by the supervising teacher for instructional materials.

9.4.6 Credit For Special Assignments

When a stipend is not offered, teachers may apply in advance to the Credit Evaluation Committee for up to one district unit of credit for a special, curriculum-related project which will exceed twenty (20) hours of work beyond the usual hours and teacher responsibilities. (Work on state/federal requirements, such as PQR's, are considered normal teacher responsibilities.)

9.4.7 Deadline for Evidence, First Instructional Day

Certificated personnel advancement on the salary schedule occurs only at the beginning of a given school year. All interpretations of the placement on the salary schedule shall be based on verifiable information and documentation which must be filed with the District Office no later than the first instructional day of any school year.

9.5 Master's Degree Bonuses

The District shall provide in the adopted schedule an additional bonus beyond those described above for those unit members who have received a Master's Degree from an accredited institution of higher learning.

9.6 Career Movements

Teachers shall be eligible for career increments at the beginning of their 14th, 18th, 22nd and 26th years of service, except that a unit shall only be eligible for the first career increment after the completion of six years of service in the District.

9.7 Yearbook

There will be a stipend of \$1,000 for up to one teacher at each school for coordinating the production of the yearbook.

9.8 Travel Reimbursement Rate

Effective each July 1, the travel reimbursement rate shall be increased to reflect the then effective rate established by the Internal Revenue Service for mileage deduction. Unit members shall receive this rate of reimbursement for authorized district travel.

9.9 Lead Teacher

Each School may have a lead teacher. The stipend for the lead teacher shall be \$1,250. The principal of the school selects the lead teacher.

9.10 Rate of Compensation

The standard rate of compensation for unit members performing regular instructional duties beyond the regular day shall be \$40.00 per hour. This is not intended to be for after-hours supervision, tutoring, or classroom preparation.

Article 10 - HEALTH AND WELFARE BENEFITS

10.1 The District shall provide unit members and their eligible dependents, including domestic partners and their dependents, with a health services insurance plan, a dental services insurance plan and a vision services insurance plan.

10.1.1 The District shall participate in the San Mateo County Schools Insurance Group for the health services, dental services and the visions services plans.

10.1.2 The District shall contribute the maximum amount pursuant to the salary schedule in Appendix **A** toward these plans. The balance of the premium if any, shall be paid by the unit member.

10.1.3 Unit members employed less than 1.00 full time equivalents (FTE) shall receive a pro-rated contribution toward these plans in the same proportion as her/his Full time Equivalency. For example, a unit member employed as a 40% FTE shall receive a district contribution equal to 40% of the district maximum contribution.

10.1.4 Unit members that are employed for 100% of the regular work year shall receive twelve months of benefit coverage beginning on October 1 of the preceding year ending on Sept. 30 of the following year.

10.1.5 Unit members who separate from their employment prior to the close of the school year shall be provided benefits through Sept. 30 or six (6) months, whichever occurs first.

10.1.6 The District shall inform in writing all qualified unit members and/or beneficiaries of their right to continue benefit coverage under provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

10.3 Retired Personnel Health Plan

Upon retirement, the district shall provide the insurance plans established in Section 10.1 to unit members providing:

10.3.1 Individual Only

The amount paid by the District shall be for the health coverage of the individual retiree and shall not exceed that total amount allocated to current unit members under the current plan.

10.3.2 At Least Fifty-five (55) Years of Age

The unit member is at least 55 years of age.

10.3.3 Ten or More Years

The unit member has 10 or more consecutive years of full-time service in the District prior to retirement.

10.3.4 Does Not Re-enter Teaching Profession

The unit member does not reenter the teaching profession on a full-time basis.

10.3.5 Duration

The district shall provide paid health care for retirees in the same manner as active unit members until end of the 24th month prior to the retiree becoming eligible for Medicare coverage. Beginning with the 23rd month prior to Medicare eligibility, the district shall provide 50% of the then maximum district contribution toward retiree health care. Upon Medicare eligibility, the district paid coverage will cease.

10.4 Disability

The district shall provide disability/salary protection insurance through the CTA-sponsored plan for all unit members.

Article 11 – LEAVES

11.1 Illness or Injury Leave

11.1.1 Sick Leave, Definition

Sick leave may be used for absences arising out of illness, disability, injury, maternity or quarantine.

11.1.2 Sick Leave Days Per Year

A unit member working five (5) days per week for a full contract year of ten (10) months shall be annually entitled to ten (10) days paid sick leave. A unit member working less than full-time shall be entitled to sick leave in the same ratio that his/her employment bears to full-time employment.

11.1.3 Leave Advance

Credit for leave of absence need not be accrued prior to taking such leave by the unit member, and such leave of absence may be taken at any time during the school year. If a unit member does not complete an entire year of service, but has used all paid sick leave, the amount of compensation received for sick leave taken but unearned shall be repaid the District, and the District shall have the right to make any necessary adjustments on the last warrant.

11.1.4 Regular Pay

Pay for any such day of absence shall be the same as the pay which would have been received had the unit member served during the day. A unit member who is absent because of illness or injury for less than a school day shall have a prorated amount of sick leave deducted.

11.1.5 Accrued Sick Leave

11.1.5.1 Accrual of Unused Sick Leave

Unused sick leave shall be accumulated from year to year. If a unit member obtains employment in another California public school district, the unit member's accumulated sick leave record shall be sent to that district, upon written request.

11.1.5.2 Annual Status Report

No later than November 1st of each school year, every unit member shall receive a sick leave credit statement showing the number of days in the accumulated account and the number of days allocated for the current school year. Should a unit member retire, the accumulated sick leave shall be credited to the unit member's retirement account to the extent permitted by STRS rules and regulations.

11.1.6 Notice to District School

Unit members must contact the Personnel Office as soon as the need to be absent is known, but in no event less than one-half hour prior to the start of the workday. Notification shall include the expected date of return.

11.1.7 Verification

If the District has reason to believe that a unit member is or has been abusing sick leave, the unit member may be required to present a

medical doctor's certificate or other verification substantiating the illness or injury.

11.1.8 Notice of Return Date

When a unit member is on sick leave, he/she shall notify the site administrator of the expected date of return no later than the end of the teaching day preceding the date of return.

11.1.9 Extended Illness Leave

If a unit member has used all accumulated sick leave and is still too ill to return to work, upon request to the District and with illness verification, the unit member shall be entitled to extended illness leave benefits pursuant to EC 44977. For a period of up to five, cumulative months, the employee shall receive regular salary, except that an amount shall be deducted which shall be equal to the sum actually paid to a substitute or which would have been paid to a substitute were a substitute to be employed, under the rules and procedures of the personnel department of the district, except that in no event would the amount deducted exceed the then current salary for a long-term substitute. Extended sick leave calculations begin at the expiration of the tenth day of advanced sick leave for the current year, or at the expiration of accumulated leave (whichever is later). When requested, and when related to employee illness, family leave begins at the expiration of extended sick leave.

11.2 Pregnancy Disability Leave

11.2.1 Granting of Leave

Upon written request, pregnancy disability leave shall be granted to any unit member required to be absent from duties because of disability caused or contributed to by pregnancy, miscarriage, childbirth or recovery there from. Such leave shall be subject to the following provisions:

11.2.2 Chargeable to Sick Leave

This leave shall be chargeable to the sick leave and/or extended illness leave pursuant to Sections 13.1.

11.2.3 Continue to Teach Until Doctor Certifies

A unit member is expected to continue the performance of his/her duties until his/her physician certifies that he/she is physically incapable of such performance.

11.2.4 Early Work Stoppage

If a unit member wishes to cease performing her duties at an earlier date, she may request a personal leave without pay.

11.2.5 Physician Verification

A unit member requesting pregnancy disability leave shall specify in writing the date on which she plans to begin the leave. The leave shall be granted for the period of time the unit member's physician verifies that she is not physically able to perform her duties.

11.2.6 Return to Work Clearance

A unit member who has been on pregnancy disability leave and chooses to return to employment on a specified date shall provide a written statement from her physician stating that she is physically capable of resuming her duties.

11.2.7 Leave Extension

If a unit member does not choose to return to employment until sometime after her physician certifies she is capable of resuming her duties, she may request family leave and a leave without pay. Such leave shall end either at semester break or at the end of the school year.

11.3 Child Adoption/Paternity/Maternity (non-disability) Leave

No leave provided in this section shall result in a deduction from either accrued sick leave or extended sick leave and the unit member shall continue to receive health, dental and vision benefits as if the unit member were taking sick leave.

11.3.1 Ten Days Paid for Adoption

A unit member who is adopting a child shall be entitled to ten (10) paid days of leave.

11.3.2 Ten Days Differential Pay, Childbirth, Adoption, Paternity

Notwithstanding any other leave provision of this agreement, the District shall provide 10 additional days at differential pay for adoption, paternity and childbirth (beyond pregnancy/maternity disability) leave.

11.4 Personal Necessity Leave

A unit member, at his/her election, may use accumulated sick leave not to exceed seven (7) days per year and shall give the site administrator advance notice of such leave and duration, unless emergencies or circumstances beyond control preclude such notice (APPENDIX G).

11.5 Bereavement Leave

11.5.1 Without loss of salary, unit members shall be entitled to a leave on account of death of any member of the immediate family. Unit members shall receive three (3) days leave; if out-of-state or more than 300 miles of one way travel is required, two (2) additional days shall be provided. An additional two (2) days shall be provided if the death is a spouse, domestic partner, or child of the unit member.

11.5.2 Immediate family shall be defined as mother, father, mother-in-law, father-in-law, grandmother, grandfather, grandparent-in-law, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, stepmother, stepfather, stepchild, or domestic partner living in the immediate household of the unit member.

11.6 Jury Duty

Unit members will be provided paid leave for jury duty service.

11.7 Industrial Accident or Illness Leave

11.7.1 Eligibility

A unit member who has sustained a job-related injury or illness shall report the injury or illness on the appropriate District form within 24 hours or as soon as physically practical.

To be eligible for industrial accident or illness leave a unit member claiming such leave shall be examined by a physician approved by the District industrial accident insurance carrier, or by his/her personal physician previously designated on a District form. The District's determination of eligibility for industrial accident or illness leave shall be subject to review by the Worker's Compensation Appeal Board, if challenged.

11.7.2 Sixty (60) Day Limit

Allowable leave shall be for sixty (60) days during which school is in session, or when the unit member would otherwise be performing duties, in any one fiscal year for the same accident/illness.

11.7.3 Not Cumulative

Allowable leave shall not be accumulated from year to year. Leave shall commence on the first day of absence.

11.7.4 Endorsement of Payment to District

During the paid leave of absence, the unit member shall endorse to the District the temporary disability indemnity checks received. The District shall issue the unit member appropriate salary warrants.

11.7.5 Reduce for Worker's Compensation

Industrial accident/illness leave shall be reduced by one day for each day of authorized absence regardless of any compensation award made under Worker's Compensation.

11.7.6 Travel Outside of the State

Any unit member receiving benefits for industrial accident or illness may travel outside of the State of California for a period not to exceed thirty (30) days if approved by the superintendent or his/her designee. The unit member shall file his/her request to travel with the superintendent stating the reasons for travel, departure date, location, mailing address and return date.

11.7.7 Extended Travel

Travel outside of the state in excess of thirty (30) days may be approved by the superintendent if:

- a. The unit member files with the superintendent a verification from a physician that travel outside of the state in excess of thirty (30) days is necessary for medical care or treatment, **or**
- b. The unit member verifies that care can be provided more reasonably in the home of a relative or friend. In such a case, the District may require periodic verification by a physician that the unit member is still disabled and unable to work.

11.8 Conference Leave

Employees may be granted by the superintendent paid leave to represent the District by attending professional meetings or conferences when such meetings will result in direct benefit to the District and the instructional program. Request for leave for the purpose of attending professional meetings and conferences shall be submitted to the District Office.

Expenses incurred by the unit members for attendance at such meetings or conferences shall be reimbursed subject to the superintendent's approval.

11.9 Other Leave Without Pay

11.9.1 Personal Leave

Unit members may request a personal leave without pay. The request shall be made in writing and specify the time of the leave and reason and if possible, submitted no later than December 15 for the second semester or May 15 for the next year. Approval or denial of leave shall be made within two (2) days after the next

Board Meeting. Leaves not to exceed one year may be granted for:

a. Armed Service

Service in the Armed Forces (including the National Guard) in fulfillment of obligations incurred under Federal or State laws

b. Academic Study

c. Peace Corps/Military Base Teachers

Service in the Peace Corps, foreign military teaching program or federally sponsored civil service related to teaching

d. Personal Reasons

e. Other

Request for leave not listed herein may be approved if the needs of the District can be met.

11.9.2 Benefits While on Leave

A unit member on leave may participate in the group benefits for the duration of leave provided he/she pays the full cost on a monthly basis in advance of the month provided.

11.9.3 Salary Credit

A unit member on leave without pay who provides service for a semester or more shall receive credit for salary schedule advancement effective midyear.

11.9.4 Intent to Return

A unit member on leave shall notify the superintendent in writing no later than April 1 of his/her intent to return the ensuing school year.

11.9.5 Salary Deduction

Deductions for leaves without pay shall be made at the daily rate of the annual contractual salary.

11.9.6 Probationary/Temporary Teachers

The board of trustees will not normally approve unpaid leaves of absence for probationary or temporary teachers.

11.10 Leave for District Business

When it is necessary for a unit member to give testimony for District business, the unit member shall be granted such paid release time as necessary.

11.11 Family Care Leave

11.11.1 Definition

A unit member shall be provided unpaid leave for up to 12 weeks within a 12 month period. Such leave shall be allowed for: birth or

adoption of a child; to provide foster care to a child; serious health condition suffered by the unit member or by his/her spouse, parent or children.

11.11.1.1 Types

Leaves can be continuous, intermittent or accomplished through a reduced schedule.

11.11.1.2 Notice

Where possible, the unit member shall give the District at least thirty (30) days notice of a pending leave.

11.11.1.3 Schedule

The unit member shall make a reasonable effort to schedule any treatment at a time that does not unduly disrupt the District's operation.

11.11.2 Benefits

The District shall continue to provide fully paid health and welfare benefits during the period of leave.

11.11.3 Restoration

Upon return from leave, the unit member shall be restored to the same or similar position he/she held prior to the leave.

11.12 Sabbatical Leaves

The Board of Trustees, upon recommendation of the Superintendent, may permit members of the professional staff to take sabbatical leaves of absence for the purpose of self-improvement and which shall be of benefit to the school system through study, research, or travel (APPENDIX G).

11.12.1 It shall be the responsibility of the Superintendent to develop criteria by which application for such leave may be evaluated in terms of whether such leave may be of benefit to the school system. Salary for a staff member on sabbatical leave shall be the difference between his regular salary, had he not taken the leave, and the salary paid on Column A, step 1.

11.13.2 The Board of Education shall require each employee on such leave to post suitable bond indemnifying the District against loss in the event the employee fails to render at least two year's service to the District following the leave. Any time that requires or

is allotted for exchange teaching can be counted for 7 years necessary for sabbatical leave.

Article 12 – TRANSFERS AND REASSIGNMENT PROCEDURES

12.1 Definitions

12.1.1 Assignment

The grade level or levels and subjects taught or services performed by a unit member at the particular site.

12.1.2 Reassignment

A change in assignment.

12.1.3 Transfer

A change which results in the movement of a unit member from the assignments held at a particular site to another site.

12.1.4 Voluntary Transfer

A transfer initiated by a unit member.

12.1.5 Voluntary Reassignment

A reassignment initiated by the unit member.

12.1.6 Involuntary Transfer

A transfer initiated by the District.

12.1.7 Involuntary Reassignment

A reassignment initiated by the District.

12.1.8 Vacancy

Any position which will require service for seventy-five percent (75%) or more of the school year, and will be filled by initial assignment, reassignment or transfer.

12.1.9 Seniority

The length of service in the bargaining unit.

12.2 Posting of Vacancies

12.2.1 Placement/Time

A notice of all positions which are declared vacant shall be posted in each school and at the District Personnel Office. A copy of such notice shall be sent to the Association at the time of the posting.

All notices of vacancies shall be posted for not less than five (5) days.

12.2.2 Qualifications

All qualifications for a vacant position shall be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice shall specify the final date for unit applications and the initial date of posting.

12.2.3 Transfers, Priority

The criteria for selecting unit members for transfers shall be: certification of unit member, special requirements for a vacancy as shown on the job announcement, unit member's teaching experience in a subject matter, grade level, major/minor field of study, documented strengths or weaknesses, affirmative action requirements, seniority, current teaching experience at the site.

12.2.4 Posting, Next Year

The District shall post anticipated vacancies for the succeeding school year beginning March 1.

12.3 Voluntary Transfer Procedures

12.3.1 Right to an Interview

The principal is to conduct an annual survey of the staff to determine the preference, in order of priority, of each person's grade level and/or department assignment. This survey is to be completed by March 15 each year. The teacher is to indicate semester units and length of service in each of the designated areas of teaching preference. All preferences will be taken in to consideration when filling vacant positions should a domino effect in positions occur.

12.3.1a Unit members who have submitted their annual survey shall be interviewed provided they meet the qualifications specified on the notice of vacancy and have submitted their annual survey prior to March 15th.

12.3.2 Preference by Qualification

Unit members who qualify under the criteria set forth in Article above shall be interviewed and considered for a posted position prior to the interview and consideration of qualified non-unit applicants.

12.3.3 Seniority, Tie Breaker

In the event candidates for a position are substantially equal based on the criteria specified in **Section 12.2.3**, the candidate with the greater seniority shall be selected.

12.3.4 Notice of Result

When application is made for a voluntary transfer to take effect during the school year, the unit member shall be notified whether or not his/her application for voluntary transfer was accepted within ten (10) work days of the filing for the vacancy.

12.3.5 Notice, Next Year

When application is made for a voluntary transfer to take effect at the beginning of the next school year, the unit member shall be notified whether or not his/her application for voluntary transfer was accepted by the last day of the school year or as soon thereafter as possible.

12.3.6 Reasons for Denial

If a voluntary transfer is denied and the unit member requests reasons for the denial, the appropriate site administrator shall meet with the unit member to discuss the specific reasons.

12.3.7 Limits on Applying for Transfer

Once a teacher requests, is granted, and accepts a transfer for the current or next school year, that teacher may not apply for new openings which might occur after August 1st for that school year.

12.4 Involuntary Transfer Procedures

12.4.1 Seek Voluntary Transfer, First Preferences

The District shall seek volunteers before involuntarily transferring a unit member to fill a vacancy unless such unit member is being transferred to improve his/her performance pursuant to **Article 12.4.2**. Unit members to be involuntarily transferred, other than those being transferred to improve performance pursuant to **Article 12.4.2**, shall have the right to indicate preferences in writing from a list of known vacancies. The superintendent designee shall honor such preferences, unless extenuating circumstances exist, in accordance with the criteria in **section 12.2.3**.

12.4.2 Reasons

An involuntary transfer may be initiated by the District due to: changes in enrollment, school closure and openings, staffing shortages or surpluses within a school and/or department,

specified instructional needs, or to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary transfer to improve performance.

12.4.3 Notice

Written notice of an involuntary transfer, and specific reasons when requested by the unit member, shall be given to the unit member during a conference with the originator of said change prior to a final involuntary transfer. Five (5) days notice shall be given before the transfer takes effect.

12.4.4 Placement in Comparable Position

Unit member(s) involuntarily transferred will be placed in open positions as comparable as possible to the previously held position as long as it does not unduly disrupt the master schedule.

12.4.5 Creation of Vacancy

No unit member shall be involuntarily transferred to create a vacancy for a unit member who will be transferred to improve performance.

12.5 Involuntary Reassignment

12.5.1 Notice Requirement

Written notice of an involuntary reassignment, and specific reasons when requested by the unit member, shall be given to a unit member during a conference with the originator of said change prior to the involuntary reassignment.

12.5.2 Unit members being involuntarily reassigned, other than those being reassigned to improve his/her performance pursuant to **[CHECK] 9.4.2**, shall have the right to indicate preferences in writing from a list of known vacancies. The site administrator shall honor such preference, unless extenuating circumstances exist, in accordance with the criteria in **[CHECK] 9.2.2.1**.

12.5.3 Reasons

A reassignment may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; specified instructional needs; to improve performance as documented by evaluation(s). In a non-evaluation year other substantive documentation may be used to justify an involuntary reassignment to improve performance.

12.5.4 Creation of Vacancy
No unit member shall be involuntarily reassigned to create a vacancy for a unit member who will be reassigned to improve performance.

12.5.5 Comparable Position
Unit members being involuntarily reassigned shall be placed in open positions as comparable as possible to the previously held position.

12.6 Relocation Assistance

12.6.1 Moving Assistance
Upon request, the unit member shall receive moving assistance from the District.

12.6.2 Preparation Time for Move
Upon request, the unit member shall receive reasonable preparation time of up to two (2) days for transfer and/or reassignment taking place after the first day of the school year.

12.8 Split Grade Classes

12.8.1 Two Consecutive Year Rule
When possible, no teacher will be required to teach a split grade class more than two years in a row if a straight-grade class exists at either of the grades contained in the teacher's combination class. Affected teachers must request such a change in assignment in writing to the site administrator by May 1st. In such a situation, a straight-grade teacher may be assigned to the combination class.

12.8.2 Priority of Assignment
If after a year in which no teacher at a grade level has had a combination class, but a combination class is scheduled for the next year, the principal will assign the teacher who has most recently taught a combination class to a straight-grade class.

12.8.3 Dispute Resolution
Disputes about the interpretation of this provision, including special circumstances, will be resolved by a majority vote of a committee composed of the principal, one BTA member from the

school and one BTA member from another school in the district, selected by the BTA president.

12.8.4 Split Grade at Middle Level

The teachers and middle school principal will work together to develop a core-based instructional program. Parties agree to make every reasonable effort within this structure to avoid requiring a teacher to teach cores at more than one grade level for more than two years in a row.

12.8.5 When Openings Occur

Notwithstanding 12.8.4 above, the unit and administrators agree to make all reasonable efforts to avoid having a teacher with fewer than three years of teaching experience in the grade configuration have a combination assignment during that teacher's first year in the district.

12.9 CERTIFICATED VACANCIES

Bargaining Unit Positions – External applicants for positions within the BTA bargaining unit shall be interviewed by a committee that includes at least one (1) bargaining-unit member. The interview committee shall have the authority to provide the District with its recommendation(s).

Administrative Positions – The Board of Trustees shall establish a procedure for filling administrative vacancies that provides BTA bargaining-unit members an opportunity to provide meaningful input into any Board decision to fill an administrative vacancy.

Article 13 - EARLY RETIREMENT PLAN

13.1 A Unit member voluntarily retiring before age 65 and not before age 55 may be allowed to contract with the District to render limited educational services as an independent contractor under the following conditions:

13.1.1 Participant will submit a proposal outlining how the contracted services shall be of benefit to the district. The Board shall make a determination as to the necessity of said services, with input from the unit member, and reserves the right to deny the application for independent contractors' service.

13.1.2 Participant was a certificated employee of the district for the equivalent of ten (10) years immediately preceding resignation and retirement.

- 13.1.3** After retiring, the former certificated employee, as an independent contractor, shall render thirty (30), eight (8) hour days of service per contract year (240) hours total. The district shall pay the contractor four (4) thousand dollars per contract year and pay for the same health and welfare policies previously held by the early retiree as an employee of the district during the terms of this agreement.
- 13.1.4** The contractor shall contract to provide such services for the period of one year. The district reserves the right to renew the contract annually, at the discretion of the district, for the period of five (5) consecutive years (the initial year plus 4) consecutive years of renewal). However, no contract will be initiated or renewed after the contractor reaches the age of 65.
- 13.1.5** A former employee who contracts to provide services under this agreement may not return to regular full-time employment in this district.
- 13.1.6** Any expenses incurred by the contractor during the course of work, which are requested by the district, shall be paid by the district.

Article 14 - FULL-TIME RETIREMENT CREDIT FOR REDUCED SERVICES

- 14.1** Unit members shall be allowed to reduce their workload from full-time to part-time duties, with full-time retirement credit, under the following conditions:
- 14.1.1** The reduction of the unit member's workload shall be voluntary on the part of the unit member and the district.
- 14.1.2** The unit member must have rendered ten (10) years or more of full-time service in the district in a position requiring certification, and must have been employed full-time in such a position for each of the five (5) years immediately preceding entrance into part-time service.
- 14.1.3** The unit member must have been employed in a position with a salary range no higher than that of a school principal for each of the three (3) years immediately preceding entrance into part-time employment.

- 14.1.4** The unit member must be at least 55 years of age at the beginning of the school year or term in which part-time employment begins, and may not continue in either part-time or full-time employment beyond the year in which he or she reaches age 65.
- 14.1.5** The reduced workload must be based on a full year or term, and the minimum compensation paid or time worked must be equal to no less than one-half time. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the member's contract of employment during his or her final year of service in a full-time position.
- 14.1.6** The days of sick leave allowed for full-time employment shall be reduced in the same proportion as employment is reduced. District contributions for health, vision and dental plans shall also be reduced proportionally.
- 14.1.7** The unit member and the district shall contribute to the State Unit members' Retirement System the amount that would be required if employment had continued to be full-time. Such contributions shall be made on a monthly basis regardless of the time during the year when part-time services are actually rendered.
- 14.1.8** The reduction of each unit member's workload must be approved by the Superintendent on an individual basis, after a determination has been made that the reduction is in the best interests of the district and can be accomplished without significant disruption of ongoing programs or services.
- 14.1.9** The part-time duties shall be rendered in such assignments and at such times during each year as are mutually agreed to by the unit member and the district. When mutual agreement cannot be reached prior to the start of a school year (July 1), the employee shall continue in or return to full-time employment.
- 14.1.10** Prior to the start of each school year (July 1), the unit member shall sign a contract of agreement setting forth these conditions and such other details as may be necessary to insure a mutually satisfactory understanding on the part of the unit member and the district of the services to be rendered and the times at which they are to be performed.

15.1 Fair and Accurate Instruction, Unfettered by District

All instruction shall be fair, accurate, objective, appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritages. Academic freedom is essential to the fulfillment of this Article, and the District acknowledges the fundamental need to protect unit members from any censorship or restraint which might interfere with the unit members' obligation to pursue truth in performance of their teaching functions. Accordingly:

15.1.1 Relevant Material

Unit members shall have reasonable freedom in the classroom presentations and discussions and may introduce political, religious or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.

15.1.2 No Indoctrination

In performing teaching functions, unit members shall have reasonable freedom to express their opinions, on all matters relevant to the course content, in an objective manner. A unit member shall not use his/her position to indoctrinate students with his/her own personal, political and/or religious views.

15.2 Privacy in Personal Lives

The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it interferes with the unit member's effectiveness in performing his/her assigned duties.

Article 16 – PERSONNEL FILE PROCEDURES

16.1 Only One File

There shall be a single personnel file for each unit member. Personnel files shall be kept in the central administrative office of the District.

16.2 Available for Review by Member

Materials in the personnel file of a unit member, except as noted below, shall be made available for inspection by the unit member involved. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection shall be limited to ratings, reports or records which were obtained prior to the employment of the unit member involved; were prepared by identifiable examination committee members, or; were obtained in connection with a promotional examination.

Unit members shall have the right to inspect and obtain a copy of personnel file materials, upon request.

16.3 Derogatory Material, Final Disposition

Information of a derogatory nature shall not be entered or filed and shall not become final until the time line for filing a grievance has lapsed, or; the material has been sustained by the grievance process.

16.4 Derogatory Material, Right to Attach Response

Information of a derogatory nature, except material excluded in accordance with Article 15.2, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any such derogatory statement, her/his own comments thereon. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours, and if necessary the unit member shall be released from duty for this purpose without salary reduction.

16.5 Placement of Materials, Procedure

All material placed in a unit member's personnel file shall be dated and signed by the person who caused the material to be prepared.

16.6 Access to Files, Log

Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from either the superintendent or personnel officer. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have made a request to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or his/her authorized Association representative.

Article 17 – JUST CAUSE/DUE PROCESS RIGHTS

17.1 District's Right to Discipline

The District may discipline a unit member only for just cause.

17.2 Progressive Discipline

The following progressive discipline procedures shall be applied except where the serious nature of the offense may require the District to directly impose a written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 7 of the Agreement.

17.2.1 Verbal Counseling/Warning

Verbal counseling/warning may result in a post-conference summary memorandum. Post-conference summary memorandum shall not be placed in the unit member's personnel file.

17.2.2 Written Warning

Subject to Article 17.2.1 above, written warnings shall not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings shall not be placed in the unit member's file.

17.2.3 Written Reprimand

Subject to Article 17.2.2 above, written reprimands shall not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member shall sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

17.2.4 Suspension Without Pay

Subject to Article 19.2.1 above, suspension shall not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member shall be suspended more than fifteen (15) working during a school year. In all instances, however, the length of a suspension shall relate to the severity of the action and/or suspension history of the unit member.

17.3 Notice

Notice of suspension shall be made in writing and served in person or by certified mail upon the unit member by the superintendent or designee. A copy shall be provided the Association president. The notice of suspension shall contain:

17.3.1 Specific Acts/Omissions

A statement of the specific acts or omissions upon which the action is based;

17.3.2 Cause

A statement of the cause(s) for which action is recommended;

17.3.3 Ed Code/Policy

Where applicable, the Education Code section, policy, rule, regulation, or directive violated;

17.3.4 Proposed Penalty

Penalty proposed and effective date;

17.3.5 Copies of Documentary Evidence

Copies of the documentary evidence upon which the recommendation is based;

17.3.6 Notice of Right to Challenge

A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of **Article 7** of this Agreement subject to **Article 17.5** below.

17.4 Notice After Action Has Been Taken

In the event a unit member is removed from his/her position without advance notice a notice conforming to the specifications set forth above shall be sent to the unit member by certified mail addressed to the unit member's last known address, within five (5) days of the unit member's removal from the position.

17.5 Arbitration

17.5.1 Right to Appeal

Only suspension without pay may be appealed to arbitration under the grievance procedure in Article 7 of the Agreement commencing with Section 7.2.4. If timely appealed, the penalty shall not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the arbitration, documentation supporting the suspension, including written reprimands, may be subject to review by the arbitrator.

17.5.2 Request for Arbitration

The unit member must request arbitration by delivering written notice of appeal to the superintendent within ten (10) working days after receipt of the notice of suspension or written reprimand. If the unit member does not demand arbitration within the above timeline, the suspension without pay may be imposed immediately by the superintendent or designee.

17.6 Confidentiality

All information or proceedings regarding any actions or proposed actions pursuant to this Article shall be kept confidential by the parties to the extent permitted by law.

17.7 Supersedes Ed Code 44944

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but shall not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942.

17.8 Restriction on Use of Complaints

No negative and/or unsatisfactory evaluation shall be predicated upon information or material of a derogatory or critical nature which has been received by the evaluator from students, parents and/or citizens unless the following procedures have been followed:

17.8.1 Report to Unit Member

Any student, parent or citizen complaint about a unit member shall be reported to the unit member by the administrator receiving the complaint, within five (5) days of receipt, if the complaint may be used against the unit member.

17.8.2 Meeting

Should the involved unit member or the immediate supervisor believe the allegations in the complaint warrant a meeting, the immediate supervisor shall attempt to schedule a meeting between the unit member and the complainant. At the request of the unit member, a BETA representative may be present at the meeting. If the complainant refuses to attend the meeting, the complaint shall not be used by the District in any evaluation or disciplinary action against the unit member.

17.8.3 Reduce to Writing

If the matter is not resolved at the meeting to the satisfaction of the complainant, he/she shall put the complaint in writing and submit the original to the unit member, with a copy to the unit member's immediate supervisor. The unit member shall be given time during the non-student contact time, without salary deduction, to review the complaint. If a unit member believes the complaint is false and/or based on hearsay, and the District decides a record should be maintained, a grievance may be initiated to determine the validity of such complaint. If not written complaint is received, the matter shall be dropped.

17.9 Unsubstantiated Complaints

Complaints which are withdrawn, shown to be false, or are not sustained by the grievance procedure, shall neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

Article 18 – PEER ASSISTANCE AND REVIEW (PAR) PROGRAM

The PAR program shall be implemented by July 1, 2000.

18.1 DEFINITIONS

18.1.1 Joint Panel serves as the governing body of the PAR program.

18.1.2 Consulting Teacher is a teacher who provides assistance to a Referred Participating Teacher (RPT) or a Voluntary Participating Teacher (VPT) pursuant to the PAR program.

18.1.3 Referred Participating Teacher (RPT) is a teacher with permanent Status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of the teaching performance as a result of an unsatisfactory evaluation.

18.1.4 Voluntary Participating Teacher (VPT) is a teacher who volunteers to participate in the PAR program.

18.2 JOINT PANEL

18.2.1 A peer review panel shall be established and comprised of one teacher from each school and one administrator.

18.2.2 Selection

18.2.2.1 The Association shall choose the teachers by secret ballot.

18.2.2.2 The panel members shall be chosen no later than Sept. 30.

18.2.2.3 All terms shall be for two years. Initially one teacher member shall serve 3 years and one teacher member serves 2 years. All subsequent terms shall be two years.

18.2.2.4 Panel members may be reelected, but may not serve consecutive terms.

18.2.3 Responsibilities

18.2.3.1 The panel shall meet at least two times per year and as necessary.

18.2.3.2 The panel shall adopt rules and procedures to effect the provisions of the agreement.

18.2.3.3 The panel shall select from the applicants by a majority vote, the consulting teacher(s), as determined by need.

18.2.3.4 The panel shall review reports submitted by the consulting teacher, and make any necessary recommendations to the Governing Board.

18.2.3.5 The panel shall annually evaluate the program and submit to the Association and the District any suggestions for improvements of the PAR program.

18.2.3.6 The panel shall ensure that all proceedings and materials related to evaluation reports and other personnel matters shall be strictly confidential.

18.2.4 Training

18.2.4.1 The panel shall provide the necessary training for the PAR program.

18.2.4.2 Panel members and consulting teacher shall, be provided release time for training regarding respective duties, if necessary, and any, classroom observations required.

18.2.5 Compensation panel members shall be paid a stipend of \$30 per hour.

18.3 **CONSULTING TEACHER**

18.3.1 Selection

18.3.1.1 The consulting teacher must be a permanent classroom teacher.

18.3.1.2 The consulting teacher must possess substantial recent classroom instruction experience.

18.3.1.3 The consulting teacher will have a current satisfactory evaluation, indicating strong performance.

18.3.1.4 A candidate for the consulting teacher must submit an application to the Joint Panel no later than October 31.

18.3.2 Responsibilities

18.3.2.1 The consulting teacher provides assistance to a participating teacher pursuant to the PAR program.

18.3.2.2 The consulting teacher shall prepare at least two peer review reports and a final summary report on any RPT.

18.3.2.3 The consulting teacher shall be provided release time to observe any RPT.

18.3.2.4 The consulting teacher will:

- ◆ Meet at least monthly with the RPT for observation/discussions;
- ◆ Maintain a written log of contacts and specific support give to each RPT;
- ◆ Document all observations, visitations and meetings with RPT;
- ◆ Provide written summary of assistance for each RPT to the Joint Panel by May 15
- ◆ Meet at least monthly with the VPT for observation/discussion but only maintain a written log of contacts.

18.3.3 Training

18.3.3.1 The consulting teacher shall be provided release time for training, if needed.

18.3.4 Compensation:

18.3.4.1 The consulting teacher shall be paid a stipend of \$4500 for work with RPT and \$3500 for work with VPT, subject to level of funding of the PAR Program.

18.3.4.2 The consulting teacher shall be provided with a budget of \$300 per VPT or \$500 per RPT.

18.4 REFERRED PARTICIPATING TEACHER (RPT)

18.4.1 A referred participating teacher shall be provided

18.4.1.1 Clearly written performance goals by the evaluator which are aligned with the Stull Act and the California Teaching Standards;

18.4.1.2 The names of consulting teachers and may state a preference or seek a consulting teacher from outside the district if approved by the joint panel.

18.4.1.3 Multiple observations by a consulting teacher;

18.4.1.4 Reasonable training and other support as needed; and

18.4.1.5 The right to have representation at all conferences and meetings submit a written response to any report within ten days and have it attached to any written report by the consulting teacher, and to request a meeting with the joint panel.

18.5 VOLUNTARY PARTICIPATING TEACHER (VPT)

18.5.1 Any teacher may volunteer to participate in the PAR program.

18.5.2 All communication between a consulting teacher and a voluntary participating teacher shall be confidential, and without the consent of the VPT shall not be shared with others, including administrators, evaluators, or the joint panel.

18.6 MISCELLANEOUS

18.6.1 The Association and the District shall jointly monitor the development and the implementation of this program and review the program at the final yearly meeting of the joint panel.

18.6.2 If there are no referred or voluntary participating teachers, the joint panel will solicit applications for projects that will directly benefit classroom instruction.

18.6.3 This article shall be in compliance with the Education Code requirement covering Peer Assistance and Review programs based upon legislative modification or deletion of the PAR program, the Association and the District agree to negotiate the effects' of these actions.

Article 19 - MISCELLEANOUS

19.1 Effect of Agreement - Conflicts

If provisions of this agreement conflict with District policy or practices, the provisions contained in this agreement shall prevail over District policies and practices.

19.2 Savings

19.2.1 If any provision of this Agreement or any application of this Agreement to any unit member or group of unit members is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

It is further agreed that within ten (10) days of receipt of notification of the court's decision, negotiations shall commence regarding matters related to such provision.

Article 20 - DURATION OF AGREEMENT

20.1 DURATION

This agreement expires June 30, 2015.

APPENDICES