

CERTIFICATED AGREEMENT

Between

**SAN BERNARDINO TEACHERS
ASSOCIATION**

and

**SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT**

JULY 1, 2003, through JUNE 30, 2006

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AGREEMENT

This **AGREEMENT**, made and entered into following negotiations, as defined in Government Code Section 3540.1 (h), between the **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT** (hereinafter referred to as "**District**") and **SAN BERNARDINO TEACHERS ASSOCIATION, CTA/NEA** (hereinafter referred to as "**Association**"), supersedes the previous **AGREEMENT** and all amendments thereto.

In witness whereof, the Parties hereto have executed this **AGREEMENT** on this 1st day of July, 2003.

**SAN BERNARDINO CITY
UNIFIED SCHOOL DISTRICT**

**SAN BERNARDINO
TEACHERS ASSOCIATION**

ANTONIO DUPRE
President,
Board of Education

PATTY TAYLOR
President

ARTURO DELGADO, Ed.D.
Superintendent

CONRAD OHLSON
Executive Director

YOLANDA M. ORTEGA
Assist. to the Supt.
Employee Relations

1
2 **ARTICLE I - RECOGNITION**
3

4 **Section 1--Association's Representation Unit.**

5 The District and the Association agree that, for purposes of
6 this Agreement, the following positions constitute an
7 appropriate Representation Unit.
8

9 Athletic Director

10 BTSA Support Provider

11 Classroom Teacher

12 Consulting Teacher

13 Contract Substitute

14 Counselor

15 Early Start Teacher

16 Elementary P. E. Teacher

17 Full-Time Contract Adult Education:

18 Teacher

19 Counselor

20 Head Counselor

21 Program Specialist

22 Resource Teacher

23 Head Counselor

24 Hearing Panel Member

25 Intern Teacher

26 Intersession Teacher

27 Language Development Specialist - Resource Teacher

28 L. H. Resource Specialist

29 Mild/Moderate Special Education Teacher - D.I.S.

30 Permit Teacher: Child Center

31 Permit Teacher: Day Care Center

32 Permit Teacher: Preschool

33 Librarian

34 Program Facilitator

35 Program Specialist

36 Psychologist

37 Regularly Scheduled Part-Time and Hourly Teacher:

38 Home and Hospital

39 Adult Education

40 Resource Teacher

41 R.O.T.C. Teacher

42 SDC Teacher - Special Schools

43 Secondary Categorical Program Specialist

- 1 School Nurse
- 2 Speech Therapist
- 3 Support Teacher
- 4 Summer School Teacher
- 5 Teacher on Assignment

6

7 **Section 2--Exclusions.**

8 Specifically excluded from the Representation Unit are all
9 management, confidential, and classified employees. In
10 addition, all part-time casual employees, all day-to-day
11 substitute employees, and all employees who work less than
12 twenty-five percent (25%) of either the regular workday or
13 regular work year are excluded. The Association agrees that the
14 unit is appropriate and that it will not seek a clarification or
15 amendment of the existing unit, either as to the exclusions or
16 the enumerated inclusions.

17

18 **Section 3--New Classifications/Unit Accretions.**

19 The District agrees to meet and discuss with the Association the
20 inclusion or exclusion of any newly instituted certificated job
21 classification. If the District and the Association fail to
22 agree upon the inclusion or exclusion of the new certificated
23 job classification, the issue will be submitted to the Public
24 Employment Relations Board. The District and the Association
25 may jointly agree upon any other means to resolve disputes under
26 this Section.

1
2 **ARTICLE II - NOTICE**
3

4 Whenever provision is made in this Agreement for the giving,
5 service, or delivery of any notice, statement, or other
6 instrument, the same shall be deemed to have been duly given,
7 served, or delivered, either upon personal delivery, facsimile
8 transmission, or by mailing the same by United States registered
9 or certified mail, return receipt requested, to the Party
10 entitled thereto at the address set forth below:

11
12 District: Assistant to the Superintendent
13 Employee Relations Department
14 San Bernardino City Unified School District
15 777 F Street
16 San Bernardino, California 92410
17

18 Association: President
19 San Bernardino Teachers Assoc., CTA, NEA
20 1997 East Marshall Boulevard
21 San Bernardino, California 92404
22

23 Either Party may change the address to which notice shall be
24 given by a notice sent in accordance with the provisions of this
25 Article.

1
2 **ARTICLE III - NEGOTIATING GROUND RULES**
3

4 **Section 1--Location of Meetings.**

5 Negotiation meetings shall be held at mutually agreed to
6 locations. A caucus room shall be provided for each Party.
7

8 **Section 2--Consultants.**

9 The Association and the District may utilize the services of
10 consultants to assist in negotiations. Advance notice of the
11 intent to bring a consultant into a negotiation session will be
12 given whenever possible. Any expense incurred in the use of a
13 consultant shall be borne by the Party using said consultant.
14

15 **Section 3--Private Sessions.**

16 It is mutually agreed that all negotiation sessions shall be
17 held in private. Attendance shall be limited to team members
18 and consultants to each team.
19

20 **Section 4--Agendas.**

21 The spokesperson or designee for each side shall determine the
22 agenda in advance of a negotiating session. The agreement shall
23 cover the items to be discussed and the order in which they will
24 be discussed. Items placed on the agenda shall be agreed to by
25 both Parties at the beginning of each negotiating session. If
26 Parties agree to recess the meeting to be reconvened at a later
27 date and/or time, the continuing agenda shall be mutually
28 confirmed by the Parties.
29

30 **Section 5--Data.**

31 The District agrees to provide to the Association a copy of all
32 documents pertinent to matters under negotiation when such
33 documents or the information contained in such documents are
34 requested by the Association. Included shall be regularly
35 prepared papers and forms used in the preparation of the budget
36 when such are specifically requested. Excluded from this
37 agreement are: (1) working papers and drafts of documents in
38 other than final form; (2) items dealing directly with District
39 negotiating strategy; (3) items dealing primarily with employees
40 not represented by the Association; and (4) items dealing with
41 matters held to be confidential by law and/or District policy.
42 The Association retains all rights of other citizens to request
43 and receive public documents on any subject through the same

1 procedures as other citizens, and subject to the same
2 limitations and process as other citizens. All reports,
3 documents, and materials provided without cost under this
4 Agreement shall be in the form compiled by the District.

5

6 **Section 6--Release Time.**

7 The exclusive representatives shall be allowed reasonable
8 release time for its members for the purpose of attending
9 scheduled sessions for negotiations. An extension of
10 negotiating sessions beyond the employee workday shall be by
11 mutual consent.

12

13 **Section 7--Minutes.**

14 The District and the Association shall keep their own minutes of
15 each negotiating session. A stenographer may be used by each
16 Party for purposes of keeping records of such sessions.

1 **ARTICLE IV - NON-DISCRIMINATION**

2
3 **Section 1--Non-Discrimination.**

4 Neither the District nor the Association shall discriminate
5 against any employee on the basis of race, color, religion, sex,
6 national origin, handicap, age, marital status, sexual
7 orientation (as provided by state and federal law), nor engage
8 in any form of sexual harassment, nor on the basis of membership
9 or lack of membership in an employee organization, nor for
10 participation in lawful employee organization activities, or
11 refraining from participating in employee organization
12 activities.

13
14 **Section 2--Reasonable Accommodation for Qualified Disabled Unit**
15 **Members**

- 16
17 A. The District and the Association acknowledge that both
18 parties have a legal obligation to consider reasonable
19 accommodation for qualified disabled employees.
20
21 B. If the District determines that it must reasonably
22 accommodate a disabled employee, the legal obligation shall
23 superseded all sections of the agreement in conflict with
24 the duty to reasonably accommodate.
25
26 C. The Association recognizes that the District has the legal
27 obligation to meet individually with qualified disabled
28 employees to discuss reasonable accommodation. If the
29 District determines that the implementation of the
30 reasonable accommodation will conflict with the rights of
31 other employees, the District will give the Association
32 written notice and an opportunity to meet with the District
33 to discuss alternatives. The Association agrees to keep
34 medical information related to the reason for the
35 reasonable accommodation confidential, unless the affected
36 employee signs a release.

37
38 **Section 3--Remedy.**

39 Violations of this Article shall not be subject to the grievance
40 procedure of this Agreement, except where no other
41 administrative remedy exists.

1 **ARTICLE V - DISTRICT RIGHTS**
2

3 **Section 1--District Powers, Rights, and Authority.**

4 It is understood and agreed that, except as limited by the terms
5 of this Agreement, the District retains all of its powers and
6 authority to direct, manage, and control to the extent allowed
7 by the law. Included in, but not limited to, those duties and
8 powers are the right to: determine its organization; direct the
9 work of its employees; determine the times and hours of
10 operation; determine the kinds and levels of services to be
11 provided and the methods and means of providing them; establish
12 its educational policies, goals, and objectives; ensure the
13 rights and educational opportunities of students; determine
14 staffing patterns; determine the number and kinds of personnel
15 required; maintain the efficiency of District operations;
16 determine District curriculum; design, build, move, or modify
17 facilities; establish budget procedures and determine budgetary
18 allocations; determine the methods of raising revenue; contract
19 out work when present employees are not available to perform
20 such work; and take any action on any matter in the event of an
21 emergency as provided in Section 3 herein. In addition, the
22 District retains the right to hire, classify, assign, evaluate,
23 promote, demote, terminate, and discipline employees. This
24 recital in no way limits other District powers as granted by
25 law.

26
27 **Section 2--Limitation.**

28 The exercise of the foregoing powers, rights, authority, duties,
29 and responsibilities by the District; the adoption of policies,
30 rules, regulations, and practices in furtherance thereof; and
31 the use of judgment and discretion in connection therewith shall
32 be limited only by the specific and express terms of this
33 Agreement, and then only to the extent such specific and express
34 terms are in conformance with law.

35
36 **Section 3--Emergencies.**

37 The District retains its right to suspend this Agreement in
38 cases of emergency for the reasonable period of time required by
39 the emergency. Emergencies shall include, but not be limited
40 to, national-, state-, or county-declared emergencies and
41 natural disasters. Emergencies shall not be declared
42 capriciously, arbitrarily, or in retaliation for the exercise of
43 employee rights.

1 **ARTICLE VI - ASSOCIATION RIGHTS**

2
3 **Section 1--Facilities.**

4 The Association shall have the right to use District facilities
5 at reasonable times, providing that requests for the use of
6 facilities shall be submitted on regular District forms provided
7 for such use and subject to the provisions of the Civic Center
8 Act. Individual school meetings held within or adjacent to the
9 regular workday will not be bound by the above.

10
11 **Section 2--Reasonable Time.**

12 For the purpose of this Article, "reasonable time" shall be
13 defined to mean not interfering with or interrupting the
14 instructional program.

15
16 **Section 3--Communication.**

17 The Association shall have the right to post notices of
18 Association concern on bulletin boards, at least one of which
19 shall be maintained in each work location in an area frequented
20 by unit members. A notice must be dated and must identify the
21 person and organization responsible for its promulgation.

22
23 **Section 4--Pre-School Orientation.**

24 The Association shall be given one (1) hour on the agenda of any
25 District-wide, pre-school orientation program for new teachers
26 to explain the Association's activities.

27
28 **Section 5--Right of Access.**

29 Authorized Association representatives shall, in accordance with
30 the conditions noted herein, have the right of reasonable access
31 to District facilities for the purpose of contacting unit
32 members and transacting lawful Association business. Upon
33 arriving at a school site, any representative shall first report
34 to the office of the site administrator to announce his/her
35 presence. In no event shall any representative or unit member
36 interrupt or interfere in any way with normal work. Contacts
37 with unit members shall be limited to non-classroom teaching
38 hours, such as, breaks, duty-free lunch periods, and before and
39 after school.

40
41 **Section 6--Bargaining Unit Information.**

42 The District shall provide the Association, on or before
43 November 1 of each year, a list of employees within the unit,

1 their home addresses, and designated work sites. The District
2 shall present to each new unit member, upon initial employment,
3 an Association-supplied employee information form. Upon receipt
4 of the completed form, the District shall forward the form to
5 the Association.

6
7 **Section 7--Layoff Notification.**

8 The District shall notify the Association of any proposed layoff
9 of unit members prior to the mailing of the layoff notices to
10 unit members. The notice shall contain the names of unit
11 members to receive layoff notices, along with their employment
12 dates and current work locations.

13
14 **Section 8--Copies of the Contract.**

15 The District shall provide five hundred (500) copies of the
16 Agreement to the Association and maintain a current Agreement on
17 the Internet.

18
19 **Section 9--Association Leave.**

20
21 A. President's Leave: The President of the Association shall
22 be granted a leave of absence for Association business.
23 The Association shall reimburse the District at one-half
24 the average teacher salary for each day of leave.

25
26 On any school day that the District does not have
27 sufficient substitutes to meet the needs of the District,
28 the Association's President shall report for a substitute
29 assignment as directed by the District.

30
31 B. Association Time Bank: A maximum of one hundred (100) days
32 per school year shall be granted during the term of this
33 Agreement to unit members for Association representation.
34 Unit members under this provision shall be allowed time off
35 without loss of pay or benefits. The Association shall pay
36 the long-term substitute salary for each day of absence and
37 complete any forms required by the District for the purpose
38 of record keeping. Except as authorized in other specific
39 provisions of this Agreement, individual unit members may
40 not use more than fifteen (15) Association leave days per
41 school year.

42
43 Leaves under this subsection will be allowed for the

1 following representation activities:

2
3 (1) Grievance Representation: Association
4 representatives, designated to the District, shall be
5 granted leave to investigate and process grievances.
6 Twenty-four (24) hours' notice will be presented to
7 the District. Individual grievance representatives
8 may not use more than three (3) such leave days per
9 month.

10
11 (2) Association Business: With forty-eight (48) hours'
12 notice, Association representatives may use time as
13 set forth in this subsection for other lawful
14 Association business.

1 **ARTICLE VII - ASSOCIATION CONSULTATION**

2
3 **Section 1--Consultation.**

4 The District acknowledges the right of the Association to
5 consult at the District level on the definition of educational
6 objectives, the determination of the content of courses and
7 curriculum, and the selection of textbooks to the extent such
8 matters are within the discretion of the District under the law.

9
10 **Section 2--Notice.**

11 If, during the term of this Agreement, the District intends to
12 change written Board policies and those administrative rules,
13 regulations, and procedures subject to consultation, the
14 District will first notify the Association and, upon request,
15 consult with the Association representatives concerning proposed
16 changes.

17
18 **Section 3--Procedures.**

19 The Association may send a representative to attend all District
20 committees charged with the responsibility to develop proposed
21 Board policies in matters subject to consultation. Committees
22 formed with the District administrative staff and/or site
23 administrators shall be exceptions to right of Association
24 representation provided for in this Section.

25
26 **Section 4--Violations of Procedure.**

- 27
28 A. This consult procedure shall be the sole and exclusive
29 process for communication on proposed Board policy, subject
30 to consultation. Failure on the part of the exclusive
31 representative to avail itself of this process, once notice
32 has been given, shall preclude comment by representatives
33 of the employee organization on any such proposed Board
34 policy. The Association reserves the right to respond to
35 any proposed Board policy offered for consultation that has
36 changed since presentation to the Association for
37 consultation.
- 38
39 B. If the District does not follow the consult process, the
40 Association may file an objection with the Employee
41 Relations Office.

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Section 5--Release Time.

The District will provide release time and substitutes, if required, for Association representatives as set forth in Section 4(A) of this Article. Association representatives' release time shall be on the same basis as other unit members participating on the committee. Release time shall be limited to one representative per committee. If the Association appoints a committee member or an Association nominee is appointed, that person shall be the Association representative for purposes of this Section.

Section 6--Desegregation and Integration.

A free exchange of information between the District and the Association is desirable for an effective Desegregation and Integration Program. The District and the Association will use the "Consult Process" set forth in this Article VII of this Agreement to resolve problems and issues that develop as the Desegregation and Integration Program is implemented.

1 **ARTICLE VIII - ASSOCIATION SECURITY**

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Section 1--Payroll Deduction of Membership Dues.

Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District on the Payroll Deduction form supplied by the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments in the Association. The District shall not be obligated to put into effect any new, changed, or discontinued deduction until the pay period that commences thirty (30) days or more after submission to the District's Payroll Office.

Section 2--Fair Share.

Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement or 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 service fee. The service fee shall be established by the Association. The service fee shall be payable to the Association in a one-lump cash payment in the same manner as required for the payment of membership dues, provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 1 of this Article. 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 Section 1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 1 of this Article. There shall be no charge to the Association for such mandatory service-fee deductions.

Section 3--Alternate Payment.

In the event a unit member cannot, for reasons of religious objection as provided for in Government Code Section 3546.3, pay the service fee to the Association, he/she shall not be required to join, maintain membership in, or financially support the Association as a condition of employment, except that such unit member shall be required, in lieu of the service fee, to pay a sum equal to such service fee to either the Arrowhead United Way, Child Welfare Fund, or the Foundation to Assist California

1 Teachers. Such payment shall be made within thirty (30) days of
2 the effective date of this Agreement, or within thirty (30) days
3 from the date of commencement of assigned duties within the
4 bargaining unit. Proof of payment shall be made on an annual
5 basis to the Association and District as a condition of
6 continued exemption from the provisions of Sections 1 and 2
7 above. Proof of payment shall be in the form of receipts and/or
8 canceled checks indicating the amount paid, date of payment, and
9 to whom payment, in lieu of the service fee, has been made.
10 Such proof shall be presented on or before October 1 of each
11 school year.

12

13 **Section 4--Remitting Dues and Service Fees.**

14 With respect to all sums deducted by the District pursuant to
15 Sections 1 and 2 above, whether for membership dues or service
16 fees, the District agrees to promptly remit such monies to the
17 Association accompanied by an alphabetical list of unit members
18 for whom such deductions have been made.

19

20 **Section 5--Information.**

21 The Association shall furnish any information needed by the
22 District to fulfill the provisions of this Article.

23

24 **Section 6--Indemnification.**

25 The Association shall indemnify, defend, and hold harmless the
26 District, the District's Board of Education, including each
27 individual School Board member, and employees acting within the
28 scope of their employment, agents and representatives of the
29 District against any and all claims, demands, suits or other
30 forms of liability, including, but not limited to, wages,
31 damages, judgments, fees, fines, court costs, attorney fees, and
32 any back pay, penalties, or awards resulting from any court,
33 arbitrator, or PERB order, judgment, or settlement that may
34 arise by reason of, or resulting from the operation of Article
35 VIII of this Agreement. The Association shall bear all costs of
36 defending against any and all such claims, demands, suits, or
37 other forms of liability, including, but not limited to, court
38 costs, attorney fees, and all other costs of litigation. Upon
39 commencement of such legal action, the Association shall have
40 the exclusive right to decide and determine whether any claim,
41 liability, suit, or judgment made or brought against the
42 District or Association because of such action shall or shall
43 not be compromised, resisted, defended, tried, or appealed. The

1 Association's decision thereon shall be final and binding upon
2 all Parties protected by this Section 6. This paragraph shall
3 not be construed as a waiver on the part of the District, Board
4 of Education, or any individual protected by this Section of any
5 claim against the Association for failing to act in good faith
6 in settling a claim or any failure to competently defend and
7 hold them harmless. Within ten (10) days of proper service of a
8 claim, demand, suit, or other legal action against any protected
9 Party, the District shall inform the Association and provide the
10 Association with copies of any documents received as a result of
11 the legal action. Upon request, the District shall provide the
12 Association's legal counsel with documents and information
13 reasonably related to providing a defense.

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1
2 **ARTICLE IX - CITIZENS' COMPLAINT PROCEDURES**
3

4 **Section 1--Investigations.**

5 All significant complaints will be investigated. Individual
6 unit members who are the subject of a citizen's complaint that
7 is of a significant nature shall be informed of this complaint.
8 In the case of signed written complaints filed with the
9 District's Chief Human Resources Officer, a copy of the
10 complaint shall be forwarded to the employee within ten (10)
11 working days of receipt. The District shall be responsible to
12 provide the unit member with a copy of the original written
13 statement and/or a written statement of the substance and
14 specific allegations of the complaint with the complainant
15 identified.

1 **ARTICLE X - CREDENTIALS AND QUALIFICATIONS**

2
3 **Section 1--Physical Examination.**

4 The District will pay any or all fees charged by the District-
5 approved clinic for x-ray or intradermal tests to detect
6 tuberculosis as required by the District for unit members. Unit
7 members who wish to provide x-ray or intradermal clearances from
8 personal physicians may do so, utilizing medical coverage
9 provided under District plans. Additional expense resulting
10 from use of private medical facilities shall not be borne by the
11 District. Such physical examination will be required at least
12 once each four (4) years or more often if recommended by the San
13 Bernardino County Health Officer.

14
15 **Section 2--Professional Growth**

16
17 A. This Section applies to those unit members who acquire a
18 clear multiple- or single-subject teaching credential after
19 August 31, 1985.

20
21 B. Those unit members to whom this Section applies shall
22 develop an individual program of professional growth that
23 consists of a minimum of one hundred and fifty (150) clock
24 hours of participation in activities that contribute to
25 competence, performance, or effectiveness in the profession
26 of education. This program is to be completed within a
27 five (5) year period. The five (5) year period begins
28 September 1, 1985, or on the date that a clear credential
29 is issued after September 1, 1985.

30
31 C. Each unit member who obtains a clear credential after
32 August 31, 1985, shall develop a professional growth
33 program that shall be consistent with the requirements of
34 law, regulations adopted pursuant to law, and District
35 needs. Acceptable activities shall include:

36
37 (1) Completion of courses offered by accredited colleges
38 and universities.

39
40 (2) Participation in professional conferences, workshops,
41 teacher center programs, or staff development
42 programs.

- 1 (3) Service as a mentor teacher.
- 2
- 3 (4) Participation in District curriculum development
- 4 programs.
- 5
- 6 (5) Participation in educational research or innovation
- 7 efforts.
- 8
- 9 (6) Participation in systematic programs of observation
- 10 and analysis of teaching service.

11

12 Service in a leadership role in a professional organization.

13 For the service to be acceptable, the unit member must serve as

14 an elected officer, a chair of a committee, or an official

15 representative of an organization of professional educators, and

16 the unit member must participate in charting, planning, or

17 forming educational or professional policies, positions, or

18 directives for the organization to pursue. Excluded are

19 activities related to collective bargaining.

20

21 D. A clock hour is determined by the actual time spent in the

22 activity. Each semester unit earned at an accredited

23 college or university shall equal fifteen (15) clock hours,

24 and each quarter unit shall equal ten (10) clock hours.

25

26 E. Prior to beginning an activity that could accumulate clock

27 hours, the unit member shall submit the proposed activity

28 on District forms to his/her professional growth advisor.

29

30 F. The unit member is responsible for the submission,

31 accuracy, and truthfulness of all reports relating to

32 acceptable activities and the clock hours claimed.

33

34 G. Certification of full compliance with the requirements of

35 the five (5) year program shall be submitted by the unit

36 member on District forms to his/her professional growth

37 advisor no later than ninety (90) days prior to the

38 expiration of the five (5) year period.

39

40 H. Unit members may appeal adverse actions under this Section

41 to Level II of the grievance procedure found in Article

42 XXIV of this Agreement. If the grievance is not resolved

43 at Level II, the unit member may appeal to the Commission

1 on Teacher Credentialing as provided by law. Grievances
2 arising out of this Section shall not be subject to the
3 arbitration provisions set forth in Article XXIV of this
4 Agreement.

ARTICLE XI - WAGES

Section 1--Wage.

Unit members placed on the regular certificated salary schedule shall be paid a per diem rate of pay as set forth in Appendix "A."

Section 2--Extra-Duty Pay.

The District will pay unit members, if assigned to extra-duty activities, as set forth in Appendix "C." Such compensation will be paid only upon completion of all assigned activities as verified by the immediate supervisor.

Section 3--Mileage Reimbursement.

Unit members authorized by the District to use their personal cars in fulfilling a work assignment shall be reimbursed at the rate established by District policy. Unit members covered by this Agreement shall not receive a mileage reimbursement that is less than that paid by the District to any other group of District employees. It is understood and agreed that employee travel between home and work sites is exempt from this provision. It is further understood and agreed that this reimbursement shall be payment in full for all car operating, maintenance, repair, and insurance costs resulting from such use.

Section 4--Adult School Rate.

Adult School teachers shall be paid an hourly rate of pay as set forth in Appendix "D."

Section 5--Psychologists.

Psychologists shall be paid a per diem rate of pay as set forth in Appendix "E."

Section 6--Permit Teachers.

Permit teachers shall be paid a per diem rate of pay as set forth in Appendix "F." In addition, the permit teacher at Children's Centers with multiple classrooms designated by the District as head teacher shall be paid an additional thirty dollars (\$30.00) per month.

1 **Section 7--Regularly Scheduled Part-Time, Summer School, and**
2 **Interession Rate.**

3 Unit members paid on the regular certificated salary schedule,
4 as provided for in Section 1 of this Article, shall be paid an
5 hourly rate for work in special programs that increase their
6 work day or work year. No payment shall be authorized under
7 this agreement unless the unit member has received prior written
8 approval from the District's chief personnel officer to work the
9 added hours required by the special program.

10
11 A. \$32.00 per hour when teaching classes in the summer school
12 program.

13
14 B. \$28.33 per hour when teaching classes where attendance is
15 taken and the unit member issues credit and grades for
16 student work.

17
18 C. \$26.06 per hour when supervising students or professional
19 assignments, including curriculum writing and mandated in-
20 service training.

21
22 D. \$19.26 per hour when attending in-service training, except
23 when the unit member accepts a stipend to attend in-service
24 training program.

25
26 **Section 8--Cluster Leader Counselors Stipend.**

27 Unit members appointed as cluster leader counselors by the
28 District from among elementary and middle school counselors
29 shall be paid an annual stipend of \$4,000.

30
31 **Section 9--Temporary Teachers.**

32 Unit members on a temporary contract shall be placed on the
33 appropriate salary schedule based upon training and experience
34 in accordance with policy.

35
36 **Section 10--Initial Salary Placement.**

37 Policy covering maximum initial step placement based upon years
38 of service shall be determined by the District, based upon
39 recruitment needs of the District.

40
41 **Section 11--High School Departmental Chairpersons.**

42 High School departmental chairpersons are appointed by the
43 principal after consideration of the recommendation of the staff

1
2 within the department. The high school departmental chairperson
3 shall be paid the following for the extra duties and
4 responsibilities of the position, including attendance at one
5 (1) department chair meeting within one (1) week prior to the
6 beginning of the work year:

7		
8	Independent Study	1½% of Column XX, Step 1
9	Alternative & Continuation	1½% of Column XX, Step 1
10	19 or less sections	3% of Column XX, Step 1
11	29 sections	4% of Column XX, Step 1
12	39 sections	5% of Column XX, Step 1
13	40 or more sections	6% of Column XX, Step 1
14	Head Counselor	6% of Column XX, Step 1
15		

16 The additional compensation shall be added to base pay as set
17 forth in Section 1 of this Article XI so as to be included in
18 the regular pay warrant and computed for retirement purposes.

19
20 **Section 12--Special School Extended Year.**

21 Special day class teachers assigned to special schools shall be
22 paid their per diem rate of pay as set forth in Section 1 of
23 this Article XI when teaching an extended-year program.

24
25 **Section 13--Special Compensation.**

26
27 A. The District shall reimburse unit members for the cost of
28 not more than one (1) complete examination for the
29 Bilingual Certificate of Competence or the Bilingual Cross
30 Cultural Language and Academic Development Certificate in
31 Target Language Spanish. The reimbursement shall also
32 include the Bilingual Cross Cultural Language and Academic
33 Development Certificate application fee. All
34 reimbursements will be made after successful registration
35 of the Bilingual Cross Cultural Language and Academic
36 Development Certificate with the District.

37
38 B. Unit members who teach in a District-designated Alternative
39 Bilingual Education (ABE) classroom shall be paid a base
40 salary that is equal to five (5) per diems above the base
41 pay set forth in Section 1 of this Article. This extra
42 compensation is paid for the completion of extra duties and
43 responsibilities required of Alternative Bilingual

1 Education (ABE) teachers. Attendance at one (1) day of in-
2 service meetings prior to the beginning of the work year
3 shall be paid at the per diem rate. In order to receive
4 this extra compensation, the unit member must have the
5 Bilingual Specialist Credential, the Bilingual Certificate
6 of Competence, the Bilingual Cross Cultural Language and
7 Academic Development Certificate, the Multiple Subject
8 Credential With Bilingual Emphasis, or the Bilingual Cross
9 Cultural Language and Academic Development Credential.

10
11 C. When assigned by the principal or designee to serve as an
12 emergency substitute during their conference period, unit
13 members shall be paid, after the third (3rd) such
14 assignment, twenty-five dollars (\$25.00) per period of
15 thirty (30) minutes to eighty-seven (87) minutes and forty-
16 five dollars (\$45.00) per block scheduled period of eighty-
17 eight (88) minutes or more.

18
19 D. Unit members who are featured presenters on their days off
20 at District-approved student release day(s) in-service
21 training programs shall be paid their per diem rate set
22 forth in Section 1 of this Article.

23
24 E. To staff class periods that cannot be combined to
25 constitute a full-time teaching assignment, the District
26 may offer high school and middle school teachers the hourly
27 rate set forth in Article XI, Section 7 (A) to **regularly**
28 **teach** a class on the school's master schedule during the
29 teacher's scheduled conference period. The teacher may
30 leave work fifteen (15) minutes after the last period,
31 unless required to attend to professional obligations
32 including, but not limited to, meetings, parent and/or
33 student conference, etc.

34
35 **Section 14--Substitute Rate.**

36 Unit members paid on the regular certificated salary schedule as
37 provided for in Section 1 of this Article shall be paid the
38 long-term substitute rate when they work as a substitute during
39 their off-track intersession or other scheduled time off.

40
41 **Section 15--Special Intersession Class.**

42 During their off-track intersession, unit members working the
43 four-track, year-round schedule may be employed by the District

1 to provide regular instruction in a special intersession class
2 which the District credits towards the state minimum of 180
3 school days. If the unit member agrees to the extra assignment
4 he/she shall be paid his/her daily rate of pay as set forth in
5 Section 1 of this Article.

6
7 **Section 16--Middle School Departmental Chairpersons and Team**
8 **Leaders.**

9 Middle School departmental chairpersons and team leaders shall
10 be paid one and one-half percent (1½ %) of column XX, Step 1 for
11 the extra duties and responsibilities of the position.

12
13 **Section 17--Adult School Departmental Chairpersons.**

14 Adult School departmental chairpersons are appointed by the
15 principal after consideration of the recommendations of the
16 staff within the department. The Adult School department
17 chairperson shall be paid the following for the extra duties and
18 responsibilities of the position, including attendance at one
19 (1) department chair meeting within one (1) week prior to the
20 beginning of the work year:

21

<u>Hours of Instruction</u>	<u>Additional Hours of Pay Per Year Based</u>
<u>Per Week</u>	<u>on Adult Step 4 With B.A. Degree</u>
25 200 or less hours	40 hours
26 300 or less hours	50 hours
27 400 or less hours	60 hours
28 401 or more hours	70 hours

29

30 **Section 18--Resource Specialist Development Program.**

31 Tenured unit members may make application for tuition
32 reimbursement to attend accredited college or university courses
33 for the purpose of obtaining a Resource Specialist Credential to
34 authorize them to fill a resource specialist position within the
35 District

36
37 Request for reimbursement of tuition costs must be approved in
38 advance by the District. In addition, applicants shall submit a
39 description of the course(s) content and its/their applicability
40 to an approved program of studies leading to a Resource
41 Specialist Credential. Tuition for classes shall be limited to
42 the amount charged by the California State University System.
43 The tuition reimbursement is paid after satisfactory completion

1 of the course(s) with a grade of "B" or better and verification
2 of grade(s) and costs.

3

4 After obtaining a California Certification for Resource
5 Specialist service, unit members participating in this "Resource
6 Specialist Development Program" may be required to serve in a
7 District resource specialist position for not less than five (5)
8 years. If required, failure to serve in a District resource
9 specialist position shall result in a payroll deduction of all
10 tuition reimbursement under this program. Other methods for
11 repayment of tuition reimbursement may be mutually agreed upon
12 by the District and the unit member.

13

14 **Section 19--Elementary Combination Classes.**

15 An annual stipend of seven hundred and fifty dollars (\$750)
16 shall be paid to elementary classroom teachers who commence
17 teaching non-reduced-size combination classes prior to December

18

19 **Section 20--Instructional Time and Staff Development Programs.**

20 Classroom teachers that attend voluntary in-service training as
21 part of the Instructional Time and Staff Development Reform
22 Program will be paid their per-diem rate of pay, as set forth in
23 Section 1 of this Article XI, for each day of actual attendance,
24 subject to the following:

25

26 A. Each staff development day must be equal in length to a
27 full workday, as set forth in Article XIV, Section 2, of
28 this Collective Bargaining Agreement, or equivalent.

29

30 B. Each unit member be in attendance for the full staff
31 development day and must sign in upon arrival and sign out
32 upon departure.

33

34 C. Paid leave, as set forth in Article XX of this Collective
35 Bargaining Agreement, shall not be used for any of the
36 three (3) days of staff development under the terms of the
37 Program.

38

39 D. This Section 20 shall be administered in conformity with
40 Senate Bill 1193 and shall implement regulations adopted
41 by the State Board of Education and/or the State
42 Superintendent of Public Instruction.

43

ARTICLE XII - BENEFITS

Section 1--Insurance Benefits.

The District shall make available group health, life, and dental insurance benefits to full-time and part-time employees.

Employees are required to sign-up for such benefits within thirty (30) days of the first contract day of service. After initial enrollment any change in life status, i.e. marriage, birth, or adoption of a child must be made within thirty (30) days of the occurrence.

The District shall pay the full cost of group dental insurance premiums for full-time unit member and eligible dependents and full-time unit member's group life insurance premiums. The District shall pay the full cost of group health insurance premiums for eligible full-time unit members and eligible dependents enrolled in the least expensive of the group health plans. Unit members enrolled in a more expensive group health plan shall have the difference in the cost of premiums between the least expensive health plan and the health plan they have selected deducted from their payroll warrant.

Section 2--Administration.

The District reserves the sole right to select, change, administer, or fund any fringe benefit programs involving insurance that now exist or may exist in the future during the term of this Agreement. No changes in insurance carrier or methods of funding coverage shall result in a reduction of benefits, except as provided for in Section 4(A) of this Article.

Section 3--Eligibility.

A full-time unit members shall have the total District contribution toward payment for benefits for the unit member and eligible dependents, except as provided for in Section 1 of this Article. Part-time contract unit members covered by this Contract shall have the right to a proportionate share of the total benefit payment if the unit member elects to pay the remaining share of the cost of coverage. Proration shall be based on proportion of full-time employment.

1 **Section 4--Insurance Committee.**

2
3 A. The Association shall have two (2) positions on the
4 District Insurance Committee, which shall represent one-
5 third (1/3) of the voting membership. The Committee will
6 review claims experience and the administration of the
7 group insurance programs in order to contain insurance
8 costs. The Committee shall have the authority to make
9 recommendations to the Association and the Board of
10 Education for the purpose of cost containment.
11 Recommendations made by the Insurance Committee shall be
12 made by consensus. Failure to reach consensus will result
13 in a two-thirds (2/3) vote of the total membership of the
14 Committee. At least one (1) member of each constituent
15 group must vote on the prevailing side. Failure to reach
16 an agreement will result in resolution through negotiations
17 with the Association.

18
19 B. During the term of this Agreement, the Association shall
20 have the right to call for the creation of a Joint Study
21 Committee to determine the feasibility of establishing an
22 Employer/Employee Trust to administer the group insurance
23 benefits provided for in this Agreement. The
24 recommendations, if any, of the Joint Study Committee shall
25 be reported to the Association and District.

26
27 **Section 5--Insurance Cost Containment.**

28 The Association and the District agree to work towards insurance
29 cost containment. As part of this effort, joint employee
30 awareness programs will be conducted.

31
32 **Section 6--Employee Assistance Program.**

33 The District shall provide an Employee Assistance Program (EAP).

1 **ARTICLE XIII - RETIREE HEALTH INSURANCE**

2
3 **Section 1--Program.**

4 During the term of this Agreement, the District shall provide
5 group health insurance benefits to unit members who retire
6 following not less than fifteen (15) years of continuous full-
7 time District employment.

8
9 **Section 2--District Contribution.**

10 In order to receive benefits under this Article XIII, the unit
11 member must:

12
13 A. The District shall contribute an amount not to exceed the
14 premium for an active employee charged under the tier
15 structure during the term of this Agreement for the least
16 expensive of the District's group health insurance plans.

17
18 B. The District contribution for the post retirement medical
19 benefit shall not exceed five (5) consecutive years
20 immediately following retirement, unless the unit member
21 has accumulated in excess of one thousand, two hundred
22 (1,200) hours of sick leave. Unit members who have
23 accumulated in excess of one thousand, two hundred (1,200)
24 hours of sick leave on their last day of service shall
25 receive the District contributions for post-retirement
26 medical benefits for a period not to exceed six (6)
27 consecutive years immediately following retirement.

28
29 C. The District will contribute an amount up to the limit set
30 forth in sub-section A above for the retired unit member
31 and eligible dependents. Should the cost of the District's
32 insurance program exceed the amount set forth in sub-
33 section A above, it will be the retiree's obligation to pay
34 the difference, as requested by the District.

35
36 D. The contribution will be applied to health insurance
37 benefits provided through the District-adopted hospital and
38 medical insurance program for unit members. If the retired
39 unit member lives outside of the service area of the
40 District-adopted programs, the District will re-reimburse
41 the retired unit member for hospital and medical insurance,
42 up to the limit set forth in sub-section A of this Section.

1 **Section 3--Terms of the Program.**

- 2
- 3 A. Unit members must submit a retirement letter to the
4 District ninety (90) days preceding retirement.
5
- 6 B. Unit members must be eligible to retire and must retire in
7 order to participate in the program.
8
- 9 C. Upon reaching eligibility for Medicare benefits, the
10 retired unit member and/or covered dependent(s) must enroll
11 in a senior plan for retirees offered by the District-
12 adopted group health insurance plans.
13
- 14 D. Upon entering the program, former unit members cease to be
15 unit member for the purposes of this Agreement.
16
- 17 E. Unit members are not eligible to participate as both a
18 retiree employee and as a dependent in group health plans.
19 All of a unit member's eligible dependents must be enrolled
20 in the same health plan and may not be enrolled as
21 dependents by more than one District retiree/employee.

ARTICLE XIV - HOURS OF EMPLOYMENT

Section 1--Work Year.

A. The established work year for unit members shall be as follows:

	Single Track and Standard Year	Multi-Track Year Round
Adult Education Head Counselor	215	215
Athletic Director	215	
BTSA Support Provider	187	215
Child Center Permit Teacher	228	
Classroom Teacher	184	
Consulting Teacher	187	215
Early Start Teacher	200	
Elementary Counselor	187	205
Elementary P.E. Teacher	187	215
Hearing Panel Member	215	
Language Development Specialist-- Resource Teacher	187	215
Learning Handicapped Resource Specialist	187	215
Librarian	197	215
Middle School Counselor	187	205
Mild/Moderate Special Ed. Teacher - Designated Instructional Services	187	215
Nurse	200	200
Preschool Permit Teacher	184	
Program Facilitator	187	215
Program Specialist	215	215
Psychologist	197	215
Resource Teacher	187	215
ROTC Teacher	202	
SDC Teacher--Special Schools	187	
Secondary Categorical Specialist	228	
Senior High School Counselor	189	
Senior High School Head Counselor	215	
Special Education Counselor	184	
Speech Therapist	187	215

Support Teacher	187	215
Teacher on Assignment		215

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Unless otherwise designated, a work year for unit members shall be 187 days for those serving single tracks and standard year tracks and 215 days for those unit members serving all tracks on the year-round calendar.

- B. During the first year of employment with the District, teachers may be required to work two (2) additional days. The additional two (2) days shall be for the purposes of orientation and in-service. The unit member shall be paid the hourly rate set forth in Article XI, Section 7(C), for required attendance at new-teacher orientation, if any.
- C. The District shall establish the number of teaching days, parent conference days, workshop days, and other duty days. If, for any unforeseen reason, the number of teaching days falls below the state minimum, the District has the right to require sufficient additional workdays at no additional cost to the District to meet minimum state requirements.
- D. The minimum work year for full-time Adult Education teachers shall be 1,086 hours.

Section 2--Work Day

- A. Classroom teachers shall report, as designated by the District, twenty (20) minutes prior to the beginning of the regular first class or period, and shall remain at their work site fifteen (15) minutes following the end of the regular last class or period unless released earlier by their supervisor to attend a District activity. This minimum workday shall be exclusive of lunch, staff meetings, and adjunctive duties.

Classroom teachers at San Andreas High School shall report to work, as designated by the District, 2,050 minutes per week, exclusive of lunch, staff meetings, and adjunctive duties.
- B. Counselors shall have the same workday as classroom teachers at the respective work sites. The starting and

1 ending times of the workday may be adjusted by one (1) hour
2 by the supervisor to meet the needs of the District. The
3 workday shall be exclusive of lunch, staff meetings, and
4 adjunctive duties.

5
6 C. Nurses shall work, as assigned by the District, 2,050
7 minutes per week, exclusive of lunch, staff meetings, and
8 adjunctive duties.

9
10 D. Psychologists shall work a forty-hour week, exclusive of
11 lunch.

12
13 E. Unit members assigned to the hearing panel or as teachers
14 on curricular assignment to Educational Services may be
15 assigned to work up to forty (40) hours per week, exclusive
16 of lunch, when required by the work load.

17
18 F. Adult Education full-time teachers shall provide at least
19 thirty (30) hours per week of classroom instruction.

20
21 G. Permit teachers shall work eight (8) hours per day.

22
23 H. Unit members assigned to work as program specialists in
24 programs, such as Learning Handicapped in regular classes,
25 driver education, and program facilitators shall work a
26 forty (40) hour week as scheduled by the District. The
27 unit member shall be paid a base per diem salary five
28 percent (5%) above the per diem pay as set forth in Article
29 XI, Section 1.

30
31 I. Unit members in an extended-year program that provides
32 services to students on all four tracks in a year-round
33 program must submit to their supervisor an annual work
34 schedule showing workdays and non-workdays. Once approved
35 by the supervisor, the annual work schedule may be changed
36 only by mutual consent of the unit member and the
37 supervisor.

38
39 J. Librarians shall work a forty-hour (40-hour) week,
40 exclusive of lunch. Librarians shall be paid a base per
41 diem salary five per cent (5%) above the per diem pay as
42 set forth in Article XI, Section 1.

1 **Section 3--School Meetings.**

- 2
- 3 A. Unit members shall be available after the regular daily
4 school schedule on Monday, Tuesday, and Thursday to attend
5 required staff, curricular, and in-service meetings. Such
6 meetings shall begin within fifteen (15) minutes after the
7 completion of the scheduled minimum workday and shall not
8 exceed sixty (60) minutes per meeting. No required
9 meetings shall be held on Wednesday and Friday afternoons.
10
- 11 B With concurrence of the majority of the staff and the site
12 administrator, meetings may be held before the start of the
13 school workday or during lunch, excluding thirty (30)
14 minutes of duty-free time. Such meetings shall be in lieu
15 of one or more of the required after school meetings.
16
- 17 C. Reasonable notice of a minimum of one (1) workday will be
18 given to attend required meetings.
19
- 20 D. There shall be no more than two (2) required meetings
21 during any one (1) workweek.
22
- 23 E. Unit members assigned to high schools may be required to
24 attend a staff meeting on Wednesdays in order to meet with
25 an accreditation team.
26
- 27 F. Voluntary in-service meetings in which the unit member is
28 paid to attend shall not be held on Wednesday afternoons
29 unless no alternative day is available.
30
- 31 G. In the event of critical need, unit members may be required
32 to attend staff meetings on any workday, with less than one
33 (1) day's notice. Examples of critical need include, but
34 are not limited to, environmental hazards, student or civil
35 unrest, criminal activity, or other serious events of the
36 same magnitude.
37

38 **Section 4--Lunch Period.**

39 Unit members shall have a duty-free lunch period of thirty (30)
40 consecutive minutes. The length of the lunch period may be
41 extended by the site administrator to conform to not more than
42 the applicable student lunch period.

1 **Section 5--Conference or Preparation Periods.**

2 Each regular secondary school shall develop a master schedule
3 that includes a daily preparation conference period for each
4 classroom teacher. Secondary schools that have implemented
5 block scheduling shall develop a master schedule that includes
6 for each classroom teacher at least as much
7 conference/preparation time per week as he/she would have
8 received from a traditional master schedule that includes a
9 daily conference/preparation period. Each regular elementary
10 school shall develop a schedule that includes a weekly fifty
11 (50) minute preparation or conference period for classroom
12 teachers assigned to grades one through six (1-6) and all-day
13 kindergarten. Special schools do not have preparation or
14 conference periods. Preparation and conference periods
15 constitute work time that must be used for preparation,
16 planning, conferencing, and other professional activities.

17
18 **Section 6--Evening Activities/Adjunctive Duties.**

19 All teachers shall attend the Back-to-School Night and/or Open
20 House at their respective schools. The site administrator may
21 substitute another evening activity for either Back-to-School
22 Night or Open House. Teachers volunteering for sponsorship of
23 pupil organizations shall be exempted from evening activities
24 other than those assignments listed above. Other evening and/or
25 afternoon supervisory activities shall be voluntary unless there
26 is not a sufficient number of volunteers, in which case the
27 District, or site administrator, shall make required
28 assignments; in making such assignments, every effort shall be
29 made to do so on the basis of an equitable rotation.

30
31 In addition to the minimum workday provided in Section 2 above,
32 unit members shall be responsible for other assigned duties,
33 including, but not limited to, conferring and counseling with
34 pupils, parents, staff, and administrators; attending faculty,
35 departmental, and grade-level meetings; assuming responsibility
36 for the proper use and control of District property, materials,
37 supplies, and equipment; supervising pupils within and outside
38 the classroom and class hours; supervising and providing
39 leadership of pupil organizations and activities as assigned;
40 cooperating in parent, community, and Open House activities; and
41 participating in approved staff-development programs.

1 **Section 7--Parent-Teacher Conferences.**

2 During that time scheduled by the District for parent-teacher
3 conferences, classroom teachers and resource specialists
4 required to hold parent-teacher conferences may be released
5 fifteen (15) minutes after the end of the last class or period,
6 if no conferences are scheduled. Regular proficiency test
7 conferences shall be scheduled at the same time as the regular
8 conferences. If conferences are scheduled, a teacher shall be
9 released after the teacher's last conference. Conferences may
10 be held after the minimum workday provided for in Section 2
11 above in order to meet the needs of parents. When conferences
12 are scheduled past the minimum workday, the teacher shall have
13 the responsibility to set the appointment. Classroom teachers
14 and resource specialists shall make all reasonable efforts to
15 complete assigned parent-teacher conferences.

16
17 **Section 8--Preparations.**

18 The District will attempt to assign no more than three (3)
19 different preparations to secondary classroom teachers. A
20 preparation shall be defined as a subject title. Classroom
21 teachers with more than three (3) preparations, which causes a
22 substantial increase in hours, may appeal to the Superintendent
23 or his designee for a reduction in the number of preparations.
24 The decision of the Superintendent or his designee shall not
25 increase staff at the classroom teacher's school and shall be
26 final.

27
28 **Section 9--Job Sharing.**

- 29
30 A. Job sharing shall refer to two (2) or more permanent unit
31 members voluntarily sharing one (1) or more full-time
32 position(s).
33
34 B. Unit members who have jointly agreed to share a job must
35 submit an application and a plan to Human Resources prior
36 to April 1. The job-sharing plan must include a division
37 of responsibilities including, but not limited to,
38 attendance at staff meeting, District meetings, adjunctive
39 duties, parent conferences, report card preparation, etc.
40 Both unit members must attend all District mandated in-
41 service training as a condition of the job-sharing
42 agreement. The plan must be approved by the supervisor and
43 the District's Chief Human Resources Officer.

- 1
2 C. Unit members working in job-sharing positions shall receive
3 prorated salaries, benefits, and leaves. Except as set
4 forth in subsection "D" below, contributions to the State
5 Teachers' Retirement System (STRS) shall be proportionate
6 to the time worked and salary earned.
7
8 D. Job-sharing agreements shall be for one (1) year. The job-
9 sharing agreements may be renewed by making application as
10 set forth in subsection "B" above.
11
12 E. If at all possible, unit members sharing a job shall serve
13 as substitutes for one another. While working as a
14 substitute, the unit member shall be paid the substitute
15 rate of pay adopted by the Board of Education. Unit
16 members sharing a job may trade time with the approval of
17 their supervisor.
18
19 F. A job-sharing agreement, once approved by the District, can
20 be revoked only with the mutual consent of the District and
21 both unit members sharing the job.
22

23 **Section 10--Exchange Days.**

24 With the approval of the unit member's immediate supervisor, a
25 unit member may exchange up to ten (10) workdays within the same
26 school year with another unit member. The exchanges will allow
27 a unit member scheduled to work to be absent and be replaced by
28 an acceptable and qualified unit member not scheduled to work,
29 and then later reciprocate in order to make up lost workdays.
30 The request and exchange plan for the exchange days must be
31 filed with the immediate supervisor not less than five (5)
32 working days prior to the exchange day(s). Failure of a unit
33 member to carry out the obligation to reciprocate under an
34 approved exchange agreement within the school year shall result
35 in a loss of pay for the day(s) in question, which shall be paid
36 to the unit member who worked the added day(s). Paid leave time
37 shall not be used to avoid repayment of exchange days. Where
38 disputes arise regarding the repayment of exchange days, the
39 unit member may appeal to the District's Chief Human Resources
40 Officer. The decision of the Chief Human Resources Officer
41 shall be final and binding and not subject to the grievance and
42 arbitration procedure set forth in this Agreement.

1 **Section 11--Roving Assignments.**

2 For this section of the Agreement a roving teacher is defined as
3 a teacher that moves from classroom to classroom monthly, during
4 every track cycle, or period-by-period. Except at schools where
5 all teachers have roving room assignments, the administrators of
6 four-track, year-round schools may designate roving teachers
7 after consideration of volunteers for roving assignments. In
8 the absence of volunteers for roving assignments, the school
9 administrator will rotate the roving assignments so that there is
10 a fair distribution of roving assignments among unit members.
11 The District shall make reasonable effort to provide locking
12 storage space for the roving teacher. Teachers in their first
13 two (2) years in the teaching profession shall not be given
14 assignments if assigned prior to the first day of instruction
15 unless no other option exists. While in the roving assignment,
16 teachers shall be exempt from bus and yard duty.

17
18 **Section 12--Joint Study Committee.**

19 During the term of this Agreement, the Association shall have
20 the right to call for the creation of a Joint Study Committee to
21 determine the feasibility of increasing elementary preparation
22 time at little or no cost to the District. The recommendations,
23 if any, of the Joint Study Committee shall be reported to the
24 Association and District.

25
26 **Section 13--Reduced-Work-Load Program.**

27 After reaching age fifty-five (55), unit members with more than
28 ten (10) years of District service, of which the immediately
29 preceding five (5) years were full-time employment, may enter
30 into a non-revocable reduced work load part-time and receive
31 full retirement credit, as if employed on a full-time basis.
32 Both the District and the unit member shall contribute to the
33 STRS the amount that would have been contributed if the unit
34 member were employed on a full-time basis. If the agreement is
35 for five (5) years or less, the unit member shall receive full
36 benefits as set forth in Article XII of this Agreement as if
37 employed full-time. Participation in the program is limited to
38 not more than (10) years. At the end of ten (10) years or the
39 expiration of the reduced workload part-time, the unit member
40 must retire.

ARTICLE XV - CLASS SIZE

Section 1--Elementary.

Within twenty (20) school days after the beginning of the school year, the class size maximums will be:

	<u>Maximum/Classroom</u>
Kindergarten.....	33
Grades 1 - 3.....	33
Grades 4 - 6.....	34

Maximum class sizes as stated in this Section shall be in effect until after the close of the state mandated test window if there is an increased enrollment in the school. Kindergarten maximum class sizes shall not apply during the last three school months.

Section 2--Secondary.

	<u>Maximum/Classroom</u>
A. Intermediate/Middle Schools:	
Within twenty (20) school days after the beginning of each semester, class size maximums will be:	
(1) Social Studies, Mathematics, Science, Language Arts, Foreign Language, ESOL, Student Government, Family Life.....	36
(2) Electives:	
a. Art, Computer Science, Homemaking, Publications, Study Skills, Computer Drawing, etc.....	36
b. Word Processing.....	40
c. Music:	
Choral.....	60
Instrumental.....	60
b. Physical Education	50

1 B. Senior High:

2
3 Within twenty-five (25) school days after the beginning of
4 the first semester and twenty (20) school days after the
5 beginning of the second semester, class size maximums will
6 be:

- 7
8 (1) Social Studies, English, Science,
9 Mathematics, Foreign Language, Business
10 (except Word Processing).....40
11
12 (2) Vocational Education, Arts & Crafts,
13 Homemaking, Agriculture.....32
14
15 (3) Physical Education.....55
16
17 (4) Music.....90
18
19 (5) Word Processing (with aide).....65
20
21 (6) Word Processing (without aide).....45
22
23 (7) Driver Education.....40
24

25 Student enrollment should not exceed number of workstations for
26 activity or lab classes, or available seating capacity in
27 regular classes.

28
29 **Section 3--Counselors.**

30
31 A. Counselor's load shall not exceed three hundred and
32 seventy-five (375) students for each full-time counselor,
33 excluding special counselors, vocational counselors, and
34 attendance counselors.

35
36 B. When counseling hours in a comprehensive high school must
37 be decreased because of decreasing enrollment, the part-
38 time counselor's hours shall be reduced to preserve the
39 ratio of three hundred and seventy-five (375) students per
40 full-time counselor and a ratio of sixty-three (63)
41 students per counseling hour for the part-time counselor.

42
43 C. When counseling hours at a comprehensive high school must

1 be increased because of increasing enrollment, counseling
2 hours shall be added to the part-time counselor's
3 assignment on a basis of sixty-three (63) students per
4 counseling hour until a ratio of three hundred and seventy-
5 five (375) students per full-time counselor is achieved.

- 6
7 D. Counselors assuming responsibilities for scholarship
8 chairpersons shall be given one (1) period free of
9 counselees. Said counselees shall be equitably assigned to
10 other counselors.

11
12 Within twenty (20) days after the beginning of each semester,
13 class enrollments will not exceed the maximums indicated without
14 the written approval of the teacher involved.

15
16 **Section 4--Special Education.**

- 17
18 A. To the extent possible, the District shall maintain the
19 following District-wide Special Education class size
20 averages. In secondary schools with departmentalized
21 Special Education programs, these class size averages refer
22 to the caseload for the unit member.

23
24 Elementary Learning Handicapped.....16
25 Secondary Learning Handicapped.....20
26 Elementary Aurally Handicapped.....7
27 Secondary Aurally Handicapped..... 10
28 Emotionally Disturbed.....10
29 Aphasic.....13
30 Early Start Severely Handicapped.....14
31 Preschool Severely Handicapped.....10
32 Elementary Severely Handicapped.....14
33 Secondary Severely Handicapped.....14
34 Anderson School.....13
35 Yvonne Harmon School.....10
36 Carmack School.....10

37
38 Any Special Education teacher whose class size exceeds
39 these averages by more than three (3) students shall be
40 paid ten dollars (\$10) per day for each student in excess
41 of three (3) but not to exceed five (5) students above the
42 average. Payment shall commence on the eleventh (11th)
43 school day. No unit member may waive the provision of this

1 section.

2

3 Elementary Learning Handicapped classes in grades
4 Kindergarten through third shall not exceed twenty (20)
5 students.

6

7 B. Maximum caseload for resource specialist in the Learning
8 Handicapped Program shall be as follows:

9

10	187-day work year	twenty-eight.....(28)
11	215-day work year	thirty-three.....(33)
12	228-day work year	thirty-five.....(35)

13

14 The maximum number of students on track at any one time for
15 each year-round resource specialist shall not exceed
16 twenty-eight (28).

17

18 C. The District average caseload for speech therapists shall
19 not exceed fifty-five (55) for 184-day work year or sixty-
20 five (65) for 215-day work year

21

22 **Section 5--Librarians.**

23 The District shall maintain the existing staffing policy for the
24 allocation of librarian positions.

25

26 **Section 6--Music Classes.**

27 Music teachers, with the approval of their supervisor, may elect
28 to reorganize their classes for the purpose of specialized
29 instruction, including, but not limited to, creation of very
30 small classes as well as very large classes that exceed the
31 maximums set forth in Section 2 of this Article.

ARTICLE XVI - EVALUATION PROCEDURE

Section 1--General.

The District retains sole responsibility for the evaluation and assessment of performance of each unit member, subject only to the procedural requirements set forth in this Article. Any grievance shall be limited to a timely claim that the procedures in this Article have been violated.

Section 2--Notice and Orientation.

Unit members designated for evaluation shall receive notice of evaluation, including the name of his/her evaluator. Within the first thirty (30) days of the school year or assignment to that work location, the evaluator shall schedule an orientation meeting with evaluatee. The evaluator shall provide the evaluatee with the following orientation information:

- A. A copy of this Article, along with an opportunity to review the Article and ask questions.
- B. An overview of the evaluation criteria.
- C. Available resources, including Beginning Teacher Support and Assistance (BTSA) support provider and consulting teacher.

Section 3--Evaluation Criteria.

- A. Teachers shall be evaluated based upon the following:
 - (1) Engaging and supporting all students in learning;
 - (2) Creating and maintaining an effective environment for student learning;
 - (3) Understanding and organizing subject matter for student learning;
 - (4) Planning instruction and designing learning experiences for all students;
 - (5) Assessing student learning;
 - (6) Developing as a professional educator;

- 1
- 2 (7) Establishing a rapport and maintaining timely
- 3 communication with students, parents, staff, and
- 4 administrators on the status of assigned students;
- 5
- 6 (8) Attendance and punctuality; and
- 7
- 8 (9) Judgment.
- 9

10 B. High school counselors shall be evaluated on the following:

- 11
- 12 (1) The progress of students toward the four-year plan;
- 13
- 14 (2) The establishment of rapport and maintenance of timely
- 15 communication with students, parents, staff, and
- 16 administrators on the status of assigned students;
- 17
- 18 (3) The accurate and timely maintenance of assigned
- 19 student records and files;
- 20
- 21 (4) The interpretation of student performance through test
- 22 scores, grades, teacher recommendations, and other
- 23 indicators in order to appropriately place students;
- 24
- 25 (5) Current knowledge of available educational
- 26 opportunities for assigned students;
- 27
- 28 (6) Attendance and punctuality; and
- 29
- 30 (7) Judgment.
- 31

32 C. Nurses shall be evaluated on the following:

- 33
- 34 (1) The establishment of rapport and maintenance of timely
- 35 communication with students, parents, staff, and
- 36 administrators on the status of assigned students;
- 37
- 38 (2) The proper assessment of assigned students and the
- 39 accurate and timely preparation of required reports;
- 40
- 41 (3) Consultation with students, parents, staff, and
- 42 administrators on specific needs of students;
- 43

- 1 (4) Current knowledge of proper assessment techniques;
- 2
- 3 (5) Attendance and punctuality; and
- 4
- 5 (6) Judgment.
- 6

7 D. Psychologists shall be evaluated on the following:

- 8
- 9 (1) The establishment of rapport and maintenance of timely
- 10 communication with students, parents, staff, and
- 11 administrators on the status of assigned students;
- 12
- 13 (2) The accurate and timely maintenance of confidential
- 14 student records and files;
- 15
- 16 (3) Current knowledge and proper administration of
- 17 assessment instruments, including accurate scoring and
- 18 interpretation, and placement of students, based upon
- 19 eligibility criteria, in accordance with federal and
- 20 state law and District policy;
- 21
- 22 (4) Consultation with students, parents, staff, and
- 23 administrators on specific needs of students and
- 24 interpretation of student performance through
- 25 assessment results;
- 26
- 27 (5) Attendance and punctuality; and
- 28
- 29 (6) Judgment.
- 30

31 E. Special Education program specialists shall be evaluated on

32 the following:

- 33
- 34 (1) The establishment of rapport and maintenance of timely
- 35 communication with students, parents, staff, and
- 36 administrators on the status of students.
- 37
- 38 (2) Consultation with students, parents, staff, and
- 39 administrators on specific needs of students and
- 40 interpretation of student performance through
- 41 assessment results;
- 42
- 43 (3) Staff development activities and demonstration of

1 instructional techniques and strategies;

2
3 (4) Insurance that students are properly placed in Special
4 Education programs and knowledge of program options;

5
6 (5) Timely completion of required reports;

7
8 (6) Attendance and punctuality; and

9
10 (7) Judgment.

11
12 F. Librarians shall be evaluated on the following:

13
14 (1) The establishment of rapport and maintenance of timely
15 communication with students, parents, staff, and
16 administrators on library services;

17 (2) The accurate and timely maintenance of library records
18 and adherence to the library budget;

19
20 (3) Planning, organizing and presenting a library service
21 program involving students and staff;

22
23 (4) The establishment and maintenance of a suitable
24 learning environment;

25
26 (5) Attendance and punctuality; and

27
28 (6) Judgment.

29
30 G. Elementary and middle school counselors shall be evaluated
31 on the following:

32
33 (1) The establishment of rapport and maintenance of timely
34 communication with students, parents, staff, and
35 administrators on the status of assigned students;

36
37 (2) The accurate and timely maintenance of counseling and
38 student records;

39
40 (3) Proper identification of target and at-risk students
41 and effective implementation of intervention
42 strategies;

- 1 (4) Effective individual and group counseling sessions;
- 2
- 3 (5) Assessment of needs and presentation of staff and
- 4 parent training programs;
- 5
- 6 (6) Attendance and punctuality; and
- 7
- 8 (7) Judgment.
- 9

10 H. The criteria for the evaluation of other unit members shall
11 be established by the evaluator after consultation with the
12 unit member to be evaluated.

13
14 **Section 4--Observations.**

15 The number of observations shall routinely be three (3) or more.
16 After the completion of the first observation, with written
17 agreement of both the permanent unit member who has obviously
18 satisfactory performance and the evaluator, the number of
19 observations may be reduced to two (2) or one (1). For first-
20 year probationary unit members, not less than two (2)
21 observations shall be completed prior to the Christmas/Winter
22 Recess. In the case of second-year probationary unit members,
23 at least one (1) observation shall be completed prior to the
24 Christmas/Winter Recess. Two (2) school days prior to the
25 observation conference, the unit member shall receive a draft
26 copy of the observation summary. Within ten (10) school days
27 following the observation, the unit member shall receive a
28 written summary of the conference. If either the evaluator or
29 evaluatee is absent, the ten (10) school days for completion of
30 the conference summary shall be extended by the number of days
31 of absence.

32
33 **Section 5--Program Reviews.**

34 Program reviews of evaluatee's work may be substituted for one
35 or more of the observations set forth in Section 4 above. If a
36 conference was not conducted during the program review, a post
37 program review conference shall be conducted for the following
38 unit members:

- 39
- 40 a. Elementary Counselors
- 41 b. Hearing Panel Members
- 42 c. Independent Study Teachers
- 43 d. Librarians

- 1 e. Middle School Counselors
- 2 f. Nurses
- 3 g. Program Facilitators
- 4 h. Program Specialists
- 5 i. Psychologists
- 6 j. Senior High School Counselors
- 7 k. Special Education Counselors
- 8 l. Speech Therapists
- 9 m. Teachers-on-Assignment

10

11 Two (2) school days prior to the program review conference, the
12 unit member shall receive a draft copy of the program review
13 summary. Within ten (10) school days following the program
14 review, the unit member shall receive a written summary of the
15 conference. If either the evaluator or evaluatee is absent, the
16 ten (10) school days for completion of the program review shall
17 be extended by the number of days of absence.

18

19 **Section 6--Performance Review.**

20 In addition to observations set forth in Section 4, the
21 evaluator shall review other appropriate indicators of the unit
22 member's performance; such as, test results, student projects,
23 student records, and other District records. When test results
24 are used, it shall not include the use of publishers= norms
25 established by standardized tests.

26

27 **Section 7--Assistance Plan.**

28 At any time during the evaluation process, if the evaluator
29 believes that the evaluatee is not making satisfactory progress,
30 the evaluator shall meet with the unit member to develop an
31 assistance plan. The plan must include:

32

- 33 A. Identification of the specific area(s) for improvement.
- 34
- 35 B. Specific recommendations as to how and what the unit member
36 needs to do to improve.
- 37
- 38 C. The specific resources the evaluator will provide the unit
39 member, including, but not limited to, services available
40 from Beginning Teacher Support and Assistance (BTSA) or
41 Peer Assistance Review (PAR).
- 42
- 43 D. A specific time for improvement.

1
2 The evaluator shall assess the progress of the evaluatee in
3 meeting recommendations set forth in the Assistance Plan. The
4 assessment of progress shall become part of the evaluation
5 record.

6
7 **Section 8--Alternative Evaluation Process.**

8 Permanent unit members who receive an overall rating of "Meets
9 or Exceeds" on their most recent evaluation may request an
10 alternative evaluation process. The evaluatee may submit an
11 alternative evaluation plan for the evaluator's approval. The
12 plan shall focus on the unit member's professional development
13 in one or more of the criteria set forth in Section 3 of this
14 article. Once approved by the evaluator and the District's
15 chief personnel official or designee, that plan, along with
16 timelines included in the plan, shall become the evaluation
17 procedure for that unit member.

18
19 **Section 9--Evaluation.**

20 A written evaluation shall be presented to the unit member
21 thirty (30) days prior to the last day of school. The unit
22 member shall attend an evaluation conference prior to the last
23 two (2) weeks of school. Two (2) school days prior to the
24 evaluation conference, the unit member shall receive a copy of
25 the evaluation. The unit member shall sign the evaluation form
26 signifying that he/she has read the evaluation and shall be
27 provided the opportunity to prepare a written response. The
28 written response, if any, shall become a part of the unit
29 member's evaluation.

30
31 **Section 10--Unsatisfactory Performance.**

32 Unit members receiving an overall rating of "Unsatisfactory"
33 shall be referred to the Peer Assistance and Review Program
34 (PAR). Within ten (10) days of receipt of an evaluation that
35 does not meet or exceed acceptable performance, the unit member
36 may request another evaluator for the subsequent school year.
37 The District may designate another evaluator. If the District
38 does not designate another evaluator, the unit member may file a
39 request for voluntary transfer. The transfer request must be
40 received by Human Resources prior to June 15 in order to be
41 considered for the beginning of the next school year.

1 **ARTICLE XVII - PERSONNEL FILES**
2

3 **Section 1--Inspection.**

4 Materials in personnel files of employees, which may serve as a
5 basis for affecting the status of their employment, are to be
6 made available for inspection of the persons involved.
7

8 **Section 2--Exclusions.**

9 Such materials are not to include ratings, reports, or records
10 which (1) were obtained prior to the employment of the person
11 involved, (2) were prepared by identifiable examination
12 committee members, or (3) were obtained in connection with a
13 promotional examination.
14

15 **Section 3--Access.**

16 Every unit member shall have the right to inspect such
17 materials, upon request, provided that the request is made at a
18 time when such person is not actually required to render
19 services to the employing district. Such review shall take
20 place during normal District business hours, and the unit member
21 shall be released from duty for this purpose without salary
22 reduction.
23

24 **Section 4--Release of Materials.**

25 Upon written authorization by the unit member, a representative
26 of the Association shall be permitted to examine materials in
27 the unit member's personnel files as set forth in Sections 1 and
28 2 of this Article.
29

30 **Section 5--Copies of Materials.**

31 Unit members will be provided a single copy of any materials
32 placed in the personnel file. Additional copies will be
33 provided at a cost of ten cents (10¢) per page.
34

35 **Section 6--Derogatory Material.**

36 Information of a derogatory nature, except material mentioned in
37 Section 2 of this Article, shall not be entered or filed unless
38 and until the unit member is given notice and an opportunity to
39 review and comment thereon. An employee shall have the right to
40 enter, and have attached to any such derogatory statement,
41 his/her own comments thereon. All such material shall be signed
42 and dated by the person who drafted the material.

1 **Section 7--Confidentiality.**

2 Material in personnel files shall be considered as confidential.
3 Access to personnel files shall be limited to the unit member
4 and the unit member's representative as set forth above in this
5 Article, and to those individuals authorized by the Assistant
6 Superintendent, Human Resources. Such access shall be on a
7 need-to-know basis as determined by the Assistant
8 Superintendent, Human Resources.

9

10 **Section 8--Log.**

11 The District shall keep a log showing the name and date in which
12 a personnel file was examined by individuals other than
13 employees assigned to Human Resources. The log shall be
14 available for examination by the unit member or Association
15 representative, if so authorized by the unit member.

16

17 **Section 9--Positive Materials.**

18 When a unit member is requested by the District to write or
19 produce curriculum materials, the unit member may prepare a
20 summary of the unit member's work for placement in the personnel
21 file. A copy of the summary shall be forwarded by the unit
22 member to the management employee responsible for the curriculum
23 development.

1 **ARTICLE XVIII - DISCIPLINARY SUSPENSIONS**

2
3 **Section 1--Suspension.**

4 The District shall have the right for just cause to suspend unit
5 members without pay for not more than six (6) working days in
6 any one (1) school year.

7
8 **Section 2--Procedure.**

9
10 A. Unit members and the Association shall receive written
11 notification of the District's intent to suspend prior to
12 such action. With the notice of intent to suspend, the
13 unit member shall receive notice of the effective date of
14 the intended action, a statement of charges, and a
15 statement of particular facts upon which the charges are
16 based. The unit member shall also receive copies of or
17 access to documents or other materials that support the
18 proposed action. The unit member shall be given an
19 opportunity to respond, either orally or in writing, to the
20 proposed action.

21
22 B. Following the unit member's response, if any, a
23 determination will be made by the District as to the
24 appropriate disciplinary action, if any.

25
26 C. If the District determines that action should be taken, the
27 unit member and the Association shall receive, in person or
28 by certified mail, notice of this determination,
29 accompanied by notice of the effective date of the action,
30 a statement of the specific acts and/or omissions upon
31 which the disciplinary action is based, copies of or access
32 to documents and other materials that support the action,
33 and a statement advising the unit member of the employee's
34 right to appeal.

35
36 **Section 3--Appeal.**

37 The unit member shall have ten (10) days following the delivery
38 of the notice of suspension to file a grievance at Level II of
39 the grievance procedure. If the grievance is not resolved at
40 Level II of the grievance procedure, the Association may request
41 binding arbitration under the terms of the expedited arbitration
42 procedures set forth in this Article.

1 **Section 4--Expedited Arbitration Procedures.**

2 The arbitration of appeals from suspension shall be governed by
3 the following additional rules:

4

5 A. Neither party may use an attorney to present the case.

6

7 B. There shall be no court reporter present, nor shall a
8 transcript be made.

9

10 C. Both parties may close with oral argument. Post-hearing
11 briefs will not be allowed.

12

13 D. The arbitrator shall only prepare a set of simple findings
14 of fact and an award.

1 **ARTICLE XIX - TRANSFER**

2
3 **Section 1--Definition.**

4 Transfer is a change of the unit member's work site that does
5 not result in a change of base pay. Unit members may apply to
6 transfer into resource teacher, counselor, and librarian
7 positions without changing their work location.

8
9 **Section 2--Posting Vacancy Notices.**

10 Bargaining unit vacancies occurring after the sixth (6th) week
11 of school and prior to April 1 shall be posted on the
12 Association bulletin board prior to filling the vacancy.
13 Vacancies will be posted for not less than five (5) school days
14 prior to the closing date. Unit members may file a voluntary
15 transfer request for posted positions.

16
17 **Section 3--Voluntary Transfers.**

- 18
19 A. A permanent unit member with most recent overall evaluation
20 rating of "Meets or Exceeds" acceptable performance may
21 file a transfer request with Human Resources. The request
22 shall be on a District-supplied form. The transfer request
23 must be received by Human Resources prior to April 1 in
24 order to be considered for the beginning of the next school
25 year. Human Resources will return a date-stamped copy of
26 the transfer request to the unit member.
- 27
28 B. In acting on requests for voluntary transfer, the following
29 criteria will be applied:
- 30
- 31 (1) Credential required for the position;
 - 32
 - 33 (2) Qualifications for the position, including prior
34 training and successful experience, skills, knowledge,
35 and abilities;
 - 36
 - 37 (3) Dependability and attendance;
 - 38
 - 39 (4) Ethnic balance of the staff and affirmative action
40 goals;

- 1 (5) Staffing for designated co-curricular activities
2 (secondary schools only); and
3
4 (6) Major and minor field of study (secondary schools
5 only).
6

7 Where the foregoing factors are substantially equal, first
8 (1st) preference in transfer shall be given to the
9 applicant who has made the third (3rd) annual request for
10 transfer, if any. Second (2nd) preference in transfer
11 shall be given to the applicant with the greatest
12 seniority. The District may use an oral interview panel to
13 evaluate candidates for voluntary transfer based upon the
14 criteria set forth in this subsection.
15

- 16 C. Once selected for requested transfer, the tenured unit
17 member may rescind his/her request with the District's
18 agreement.
19
- 20 D. The District has the right to limit voluntary transfers for
21 any unit member to one (1) per school year.
22
- 23 E. Unit members hired specifically for the Special Education
24 or Bilingual Education programs may not transfer out of the
25 program during their first four (4) years of employment.
26 The District must give notice of this limitation at the
27 time of the unit member's employment.
28
- 29 F. Voluntary transfers are implemented at the next
30 instructional break; e.g., semester, parent conference,
31 track change, winter recess, or spring recess.
32
- 33 G. If a unit member's application for voluntary transfer has
34 been denied, the unit member may request a written
35 explanation of the reasons for denial from the
36 Superintendent or his designee. An answer shall be
37 provided to the unit member within fifteen (15) days of the
38 request.
39

40 **Section 4--Involuntary Transfers.**
41

- 42 A. The District may transfer a unit member at any time for
43 reasonable cause. Involuntary transfers shall not be

1 arbitrary, capricious, or for disciplinary reasons.

2
3 B. When selecting unit members for transfer as a result of
4 staff reductions, the District shall consider unit members
5 volunteering for transfer and the following additional
6 criteria:

7
8 (1) Credential required for the position;

9
10 (2) Qualifications for the position, including prior
11 training and experience;

12
13 (3) Ethnic balance of the staff as required by law;

14
15 (4) Staffing for designated co-curricular activities
16 (secondary schools only); and

17
18 (5) Major and minor field of study (secondary schools
19 only).

20
21 Where the foregoing factors are substantially equal, the
22 unit member with the least seniority shall be the unit
23 member to be transferred. No involuntary transfer shall
24 occur under this subsection if there is a qualified
25 volunteer from the school to be reduced in staff requesting
26 a transfer.

27
28 C. The unit member shall receive a written statement of the
29 reason for the transfer. The unit member may request a
30 meeting with the District's Chief Human Resources Officer
31 or designee to discuss the involuntary transfer.

32
33 D. A list of open positions in the District will be made
34 available to the Association and to any unit member being
35 involuntarily transferred. Unit members may request the
36 positions in order of preference. Based upon the factors
37 set forth in subsection "B" of this Section, the District
38 will fill open positions from among those unit members
39 being involuntarily transferred. Upon transfer to one of
40 the open positions, the unit member will be considered
41 involuntarily transferred.

42
43 E. Unit members involuntarily transferred during the school

1 year in different grade levels of instruction or subject
2 changes shall be granted a reasonable time to prepare for
3 the new assignment, not to exceed three (3) days.
4

5 F. A unit member involuntarily transferred shall not be
6 involuntarily transferred again for a period of two (2)
7 years; however, the transfer of a District program from one
8 site to another does not constitute an involuntary transfer
9 of a unit member.

10
11 G. Unit members returning from a leave of one year or less
12 shall be governed by this Section 4.
13

14 H. Within one (1) year following an involuntary transfer
15 resulting from a staff reduction, as set forth in "B"
16 above, a unit member has priority to return to his/her
17 former school, if qualified to fill a vacancy. The
18 District has no obligation to give notice to the unit
19 member of any vacancy or right to return. When a vacancy
20 occurs, the unit member must inform the District if he/she
21 wishes to return to his/her prior school of assignment.
22

23 **Section 5--School Closure.**

24 If a school site is closed, unit members at the closed site, if
25 qualified, shall be granted first priority in filling vacant
26 positions at the school or schools at which the students at the
27 closed school are being placed for the succeeding school year.
28 Said positions shall not be deemed to exist unless there is
29 sufficient enrollment to maintain the position past the first
30 twenty (20) days of the school year. In addition, unit members
31 from closed schools shall have first priority to fill all
32 vacancies for which they are qualified, with selection based
33 upon the criteria set forth in Section 3(B) of this Article. In
34 order to accomplish the purpose of this Section, the District
35 may limit the provisions of Sections 2 and 3 of this Article to
36 unit members displaced by school closures. For purposes of this
37 Section 5, schools converted to year-round education shall be
38 treated as a school closure. In addition, when the grade level
39 at a school site is moved to another site, the affected unit
40 members shall be governed by this Section 5.

41 **Section 6--Itinerant Transfers.**

42 Itinerant unit members (those who have more than one work site)
43 may apply for vacant itinerant assignments as provided for in

1 Sections 2 and 3 of this Article. The application for transfer
2 shall be on District-provided Itinerant Transfer Application
3 forms.
4

5 **Section 7--Seniority.**

6 For purposes of this Article XIX, seniority is established by
7 the unit member's date of credentialed employment with the
8 District. If there has been a break in service, the most recent
9 date of employment shall be used. Those unit members whose
10 dates of employment with the District are the same shall have
11 their seniority established by lot. In cases of involuntary
12 transfer, high school Departmental Chairpersons shall have the
13 greatest seniority. When designated in writing to the District,
14 Association Building Representatives shall have the greatest
15 seniority following Departmental Chairperson.
16

17 **Section 8--Transfer Information.**

18 The District shall provide the Association with one (1) copy of
19 the Notice of Personnel Action showing all transfers of unit
20 members.
21
22

ARTICLE XX - LEAVES

Section 1--Sick Leave.

A. Full-time unit members shall be entitled to annual sick leave based upon their work year as set forth in Article XIV, Section 1, as follows:

- 220- to 228-day work year: 12 sick leave days
- 200- to 219-day work year: 11 sick leave days
- 184- to 199-day work year: 10 sick leave days

Unused sick leave shall accrue from school year to school year. Full-time Adult Education and hourly teachers shall accrue sick leave on the basis of one (1) day each month of employment. Regularly scheduled part-time, summer school, and intersession teachers shall earn one (1) day of sick leave for every seventeen (17) days worked or one (1) hour of sick leave for every seventeen (17) hours worked.

B. Unit members shall have their annual sick leave credited to their account at the beginning of each school year, whether or not it has already been earned. A unit member who terminates employment prior to earning sick leave taken in advance of accrual shall have the amount of such unearned sick leave deducted from the final paycheck.

C. Sick leave may be used for authorized absences from duty because of illness, injury, or exposure to contagious disease that prevents the unit member from performing the duties of his/her job. Unit members may use sick leave to visit a medical doctor, dentist, chiropractor, recognized religious practitioner, optometrist, or other practitioners licensed to provide health care services, or to receive prescriptive therapy.

D. Pregnancy, miscarriage, childbirth, or recovery therefrom is a temporary disability for which sick leave may be used. The date of commencement of absence from duties because of pregnancy, miscarriage, childbirth, or recovery there from shall be determined by competent medical authority selected by the employee. The resumption of duties will also be

1 determined by competent medical authority and shall be
2 based on the medical verification of the employee's
3 physical ability to perform assigned duties.
4

5 **Section 2--Extended Sick Leave.**

6 When a unit member has exhausted all earned sick leave as
7 provided for in Section 1 of this Article and continues to be
8 absent on account of the same illness or accident, such unit
9 member shall be granted additional non-accumulated leave not to
10 exceed one hundred (100) work days. The conditions for this
11 leave are as follows:
12

13 A. The unit member's salary shall be reduced by the amount
14 actually paid a substitute. Such amount is based upon the
15 District-established rate of pay for substitutes. If no
16 substitute is employed, the amount deducted shall be the
17 established rate of pay for the day-to-day substitute.
18

19 B. Not more than one hundred (100) work days of extended-
20 illness leave may be taken for the same illness or injury.
21 The term "same illness or injury" includes a continuation
22 of a pre-existing or chronic illness or injury.
23

24 C. The unit member shall be required to submit an attending
25 physician's verification of illness and off-work order in
26 order to receive extended-sick-leave benefits. Periodic
27 medical reports may be required during the period of
28 extended-sick-leave benefits. Receipt of benefits under
29 this Section 2 may be conditioned upon certification of
30 disability from a District-appointed physician.
31

32 D. If, after exhausting all paid leave, a unit member is not
33 medically able to assume the duties of his/her position,
34 the unit member may apply for a non-paid leave of absence
35 as provided for in Section 14 of this Article or receive
36 catastrophic leave benefits as provided for in Section 17
37 of this Article.
38

39 E. When a unit member has exhausted all available sick leave,
40 including accumulated sick leave, and continues to be
41 absent on account of illness or accident for a period
42 beyond the one hundred (100) work days provided for in this

1 Section, and the unit member is not medically able to
2 resume the duties of his or her position, the unit member
3 shall be placed on a re-employment list for a period of 24
4 months if the unit member is on probationary status or for
5 a period of 39 months if the unit member is on permanent
6 status. When the unit member is medically able, during the
7 24- or 39-month period, the unit member shall return to
8 employment in a position for which he or she is
9 credentialed and qualified.

10
11 **Section 3--Verification.**

12 The District reserves the right to require, for good cause,
13 proof of illness or an attending physician's verification of
14 illness. Periodic medical reports may be required during
15 extended absence of a unit member. Unit members returning to
16 work from illness absence involving surgery, serious illness, or
17 extended absence shall be required to present a doctor's release
18 verifying medical permission to return to work, including any
19 restrictions. Unit members may be required to submit to medical
20 examination(s) by District-appointed physician(s), at District
21 expense, for good cause.

22
23 **Section 4--Industrial Accident and Illness Leave.**

24 Unit members who sustain illness or injury arising out of and in
25 the course of their employment with the District shall be
26 entitled to Industrial Accident and Illness Leave, as set forth
27 in the following conditions and regulations:

- 28
29 A. Any absence that is supported by an authorized doctor's
30 certificate and is verified by the District's Workers'
31 Compensation Office as qualified for Workers' Compensation
32 is an absence payable under Industrial Accident and Illness
33 Leave. Industrial Accident and Illness Leave is to be paid
34 in lieu of temporary disability payments, and entitlement
35 to the leave is governed by the Education Code.

36
37 Initially, the unit member's sick leave will be charged for
38 the absence. Once the Workers' Compensation Office has
39 verified eligibility for Industrial Accident and Illness
40 Leave, the sick leave for the authorized number of days
41 will be reimbursed and Industrial Accident and Illness
42 Leave will be charged. (In the event the unit member is
43 out of sick leave, appropriate payroll deductions will be

1 made. Reimbursement will be made on the next warrant
2 following approval of Industrial Accident and Illness
3 Leave.)
4

5 B. A maximum of sixty (60) workdays of Industrial Accident and
6 Illness or Accident is allowable for any one (1) illness or
7 accident, and shall be used in lieu of entitlement to any
8 other paid leave.
9

10 (1) Eligibility for Industrial Accident and Illness Leave
11 will continue for only such period as the unit member
12 is qualified as temporarily totally disabled under the
13 California Workers' Compensation laws or until the
14 sixty (60) days is exhausted.
15

16 (2) An Industrial Accident and Illness Leave may overlap
17 into the next fiscal year by no more than the amount
18 of leave remaining at the end of the fiscal year in
19 which the illness or injury occurred.
20

21 (3) Industrial Accident and Illness Leave shall not be
22 accumulative from year to year, nor from one
23 illness/accident to another.
24

25 C. Should the unit member's absence due to an industrial
26 accident or illness extend beyond sixty (60) workdays, the
27 unit member shall be permitted to use only as much of
28 his/her accumulated sick leave, compensatory time,
29 vacation, or other available leave which, when added to the
30 temporary disability benefits, provides for not more than a
31 full day's wage or salary.
32

33 D. During any period that a unit member has paid leave
34 benefits available for his/her use, the District shall
35 monitor the temporary disability benefits to assure proper
36 retirement credit and contributions for State Teachers'
37 Retirement System (STRS).
38

39 E. Upon complying with District medical release requirements
40 and receiving District authorization to return to work, a
41 unit member on Industrial Accident and Illness Leave shall
42 be reinstated in his/her position.
43

1 F. If, after exhausting all paid leaves, a unit member is not
2 medically able to assume the duties of his/her position,
3 the unit member may apply for a leave of absence as
4 provided for in Section 14 of this Article.

5
6 G. A unit member receiving temporary disability benefits as a
7 result of an industrial accident and illness shall remain
8 within the State of California unless the District
9 authorizes travel outside the state. Requests for District
10 authorization must be directed to Certificated Human
11 Resources through the Workers' Compensation Office.

12
13 H. For purposes of this Agreement, the term duty refers to all
14 scheduled working days, including legal and District-
15 declared holidays, on which an employee in the bargaining
16 unit is required to perform services for the District.

17
18 **Section 5--Bereavement Leave.**

19 If attending or required to arrange for a funeral on account of
20 the death of any member of his/her immediate family, unit
21 members shall be entitled to three (3) days of paid leave of
22 absence, or five (5) days if travel of more than 200 miles from
23 home is involved.

24
25 "Immediate family" includes: father, mother, sister, brother,
26 daughter, son, wife, husband, grandmother, grandfather,
27 grandchildren, mother-in-law, father-in-law, sole surviving
28 relative, or any person living in the immediate household of the
29 unit member.

30
31 Unit members may request approval from Human Resources for
32 Bereavement Leave to be used in relation to the death of a
33 relative not designated as immediate family. The decision of
34 Human Resources to grant or deny such approval shall be final.

35
36 **Section 6--Personal Necessity Leave.**

37 Unit members may use accrued sick leave in cases of personal
38 necessity. The time used shall be deducted from and shall not
39 exceed the number of full-paid days of sick leave to which the
40 unit member is entitled.

41
42 A. Unit members may use all or part of seven (7) annual
43 personal necessity days for personal emergencies. The unit

1 member is required to give the District as much advance
2 notice as possible and submit a District form setting forth
3 the reasons for the leave in order to receive payment. In
4 extraordinary circumstances, the District may grant more
5 than seven (7) days of Personal Necessity Leave. Personal
6 Necessity Leave for emergencies shall include any of the
7 following:

- 8
- 9 (1) The death of a relative who is not a member of the
10 immediate family, a close friend, a District employee
11 or student of a District school, or the death of a
12 member of the unit member's immediate family when the
13 number of days of absence exceeds the limit provided
14 in the Bereavement Leave Section of this Article.
15
- 16 (2) An unforeseen crisis involving the unit member's
17 property or the person or property of a member of the
18 unit member's immediate family. Such unforeseen
19 crisis must (a) be serious in nature, (b) involve
20 circumstances the unit member cannot disregard, and
21 (c) require the attention of the unit member during
22 such unit member's assigned hours of service.
23
- 24 (3) An illness, including pregnancy of unit member's
25 spouse, of a member of the unit member's immediate
26 family as defined above, serious in nature, which,
27 under the circumstances, the unit member cannot
28 disregard, and which requires the attention of the
29 unit member during such unit member's assigned hours
30 of service.
31
- 32 (4) Imminent danger to the home of a unit member
33 occasioned by a factor, such as a flood or fire,
34 serious in nature, and which requires the attention of
35 the unit member during such unit member's assigned
36 hours of service.
37

38 B. Unit members may use not more than four (4) of the seven
39 (7) annual personal necessity days for compelling personal
40 business that can be transacted only during times when the
41 unit member is required to perform services of the
42 District.
43

1 Determination of what constitutes personal business for a
2 given individual shall be the responsibility of that unit
3 member. The unit member using Personal Necessity Leave for
4 compelling personal business shall be required to file a
5 written statement on a District form with Human Resources
6 that such leave was not used for any of the following
7 purposes:

8
9 (1) Recreation.

10
11 (2) Engaging in other employment, including self-
12 employment, either direct or indirect.

13
14 (3) Employee organization activity.

15
16 (4) Work stoppage, strike, or other concerted activity
17 directed against the District.

18
19 (5) Any illegal activity.

20
21 A request for Personal Necessity Leave for personal business
22 must be submitted on a District form to the unit member's
23 supervisor three (3) workdays in advance of requested leave
24 date, except where such advance notice is not possible due to
25 circumstances beyond the control of the unit member. No more
26 than five percent (5%) of the unit members at a work site may
27 use Personal Necessity Leave for personal business on the same
28 day. Such leave may never be used the first or last five (5)
29 days of each semester, or the day before or after a scheduled
30 holiday or recess.

31
32 C. Unit members will be subject to appropriate discipline if
33 the Personal Necessity Leave was used for purposes other
34 than verified on District forms.

35
36 **Section 7--Child Rearing Leave.**

37 Upon request, the Board shall provide a male or female unit
38 member who is a natural or adopting parent an unpaid leave of
39 absence for the purpose of rearing his or her child. Such leave
40 shall remain in effect at least until the end of the semester in
41 which the child was born or accepted, and may, upon request, be
42 continued until the end of the second semester following the
43 birth or acceptance of the child. Unit members, while on Child

1 Rearing Leave, have available to them the same rights and
2 privileges as all other unit members on personal leave of
3 absence. Unit members returning from Child Rearing Leave will
4 be extended equal treatment along with all other employees
5 returning from personal leave of absence.

6
7 **Section 8--Court Obligation Leave.**

8 Unit members are entitled to be absent from duties without loss
9 of pay or benefits when regularly called for jury duty in the
10 manner provided by law. Court Obligation Leave may be used when
11 the unit member is subpoenaed as a witness at a trial other than
12 as a litigant. Leave under this Section shall be subject to the
13 following conditions:

14
15 A. The subpoena or court certification shall be filed with the
16 District.

17
18 B. The District shall deduct the jury service or witness fee
19 from the unit member's pay. Mileage and travel expenses
20 are not included in the jury service or witness fee.

21
22 C. Unit members are required to return to work during any day
23 or portion thereof within a reasonable time after being
24 released from jury duty or witness services.

25
26 **Section 9--Conference and Workshop Leave.**

27 Unit members covered by this Agreement may be assigned to
28 represent the District or otherwise attend conferences,
29 workshops, seminars, or other professional gatherings. Under
30 these circumstances, the legitimate expenses shall be paid by
31 the District. The unit member shall be required to submit a
32 statement of expenses and may be required to produce receipts.
33 The unit member may be asked to report on the presentations at
34 such meetings or participate in programs to pass on to other
35 unit members information, ideas, or techniques learned at such
36 meetings.

37
38 A unit member may wish to attend a professional development
39 program, meeting, workshop, seminar, or conference requiring
40 time off from assignment. Such leave may be granted when
41 endorsed by the unit member's immediate supervisor. Excluding
42 the cost of the substitute, all expenses shall be borne by the
43 unit member, unless otherwise authorized.

1
2 In addition, unit members shall be granted Conference and
3 Workshop Leave if said conference, workshop, seminar, or other
4 professional gatherings are an approved part of a grant or
5 special funding proposal prepared by the unit member requesting
6 leave under this Section.

7
8 **Section 10--Study Leave.**

9 The District may grant a unit member an unpaid leave of absence
10 to pursue educational improvement and advancement. Such leave
11 shall be for a minimum of one (1) semester and a maximum of one
12 (1) school year.

13
14 **Section 11--Military Leave.**

15 Leaves for the purposes of military service shall be granted
16 pursuant to the Military and Veteran's Code.

17
18 **Section 12--Leave of Absence When Elected to the Legislature.**

19 Any unit member covered by this Agreement is entitled to a leave
20 of absence when elected to the legislature. Such absence shall
21 be without pay. Within six (6) months after the expiration of
22 the term of office to which elected, the unit member shall
23 return to the position held at the time of election. The salary
24 to which he/she is entitled when returning shall be the same as
25 it would have been had he/she not been absent for this purpose.

26
27 **Section 13--Critical Illness in the Family Leave.**

28 Unit members shall be entitled to a maximum of three (3) days'
29 absence per year for critical illness in his/her immediate
30 family. A critical illness is defined as one in which the
31 patient's life is in danger, and there is a possibility of
32 death. Certification by a physician that the illness is
33 critical in nature is required on a form provided by the
34 District and must be approved by the Certificated Human
35 Resources Director. This form shall not be required if the
36 illness is followed by death of the family member. Immediate
37 family, for purposes of this Section, shall be set forth in
38 Section 5 of this Article.

39
40 **Section 14--Other Leaves.**

41 A permanent unit member may be granted a leave of absence for
42 reasons satisfactory to the District and not enumerated
43 elsewhere in these policies. If granted, the leave will be

1 without pay or other compensation and shall be for a period of
2 not less than one (1) semester and not more than one (1) school
3 year. A leave granted under these provisions may be extended by
4 the District from one school year into another. The unit member
5 may request the option to purchase all fringe benefits while on
6 Other Leaves.

7
8 **Section 15--Short Term Leave.**

9 Unit members may be granted a Short-Term Leave of Absence
10 without pay for reasons satisfactory to the District. If
11 granted, the leave shall not exceed five (5) consecutive
12 workdays during any one (1) school year.

13
14 **Section 16--Family Leave.**

15 Unit members employed by the District more than one (1) year and
16 who have worked not less than 1,240 hours during the prior year
17 shall be granted not more than twelve (12) weeks of unpaid
18 Family Leave per year as set forth in the following conditions:

- 19
- 20 A. Family Leave may only be used for a unit member's serious
21 illness or the birth, adoption, or serious illness of a
22 child, or to care for a parent or spouse who has a serious
23 illness.
 - 24
 - 25 B. The District may require verification of the necessity of
26 the leave. In addition, the District may require the unit
27 member to submit to medical examinations by District-
28 appointed physicians, at District expense.
 - 29
 - 30 C. All available paid leaves, such as sick leave, personal
31 necessity leave, and extended sick leave, must be used as
32 part of the twelve (12) weeks of Family Leave.
 - 33
 - 34 D. The unit member must give as much advance notice as
35 possible. For planned events, thirty (30) days advance
36 notice is required.
 - 37
 - 38 E. Unit member's group health and dental benefits as provided
39 for in Article XII, Section 1, shall be maintained during
40 approved Family Leave. If the unit member fails to return
41 to work at the expiration of Family Leave, the unit member
42 shall reimburse the District for all health and dental
43 benefits paid during the Family Leave. To maintain group

1 life insurance benefits during Family Leave, the unit
2 member must pay the cost of premiums.

- 3
4 F. At the conclusion of Family Leave, the unit member will
5 return to the same or comparable position without loss of
6 hours or seniority.

7
8 **Section 17--Catastrophic Leave.**

9 Unit members may donate accumulated sick-leave days to another
10 unit member absent due to a non-industrial catastrophic illness
11 or injury. The conditions for this leave are as follows:

- 12
13 A. The unit member must be absent from work due to a verified
14 non-industrial catastrophic illness or injury.
15
16 B. The unit member must have exhausted all paid benefits set
17 forth in this Article XX.
18
19 C. Other unit members may make an irrevocable contribution of
20 accumulated sick leave. The contributions by individual
21 unit members shall be in one-day increments and shall not
22 exceed a maximum contribution of three (3) days to a unit
23 member eligible for catastrophic leave.
24
25 D. The District must determine that the unit member who has
26 applied for catastrophic leave is unable to work due to a
27 catastrophic illness or injury.
28
29 E. Catastrophic leave shall not exceed thirty (30) consecutive
30 workdays.
31
32 F. While on catastrophic leave, the unit member shall not
33 continue to earn additional sick leave or extended sick
34 leave.

1 **ARTICLE XXI - EMPLOYEE PROPERTY REIMBURSEMENT**

2
3 **Section 1--General Provisions.**

4 The District shall repair or replace unit members' property that
5 is damaged or stolen in the line of duty, without fault of the
6 unit member, subject to the conditions set forth in this Article
7 XXI.

8
9 **Section 2--Claims.**

10 Claims must be filed on a District claim form within thirty (30)
11 days of the loss and shall meet the following requirements:

- 12
13 A. The loss must be promptly reported to School Police.
14
15 B. Minimum claim of \$20.00.
16

17 **Section 3--Claim Limits.**

18 Payments by the District for claims shall not exceed \$300.00 per
19 item or \$500.00 per incident, but in no case shall exceed the
20 lesser of:

- 21
22 A. The unit member's deductible;
23
24 B. The actual cost of repair; or
25
26 C. The actual value of the item.
27

28 **Section 4--Unit Member's Responsibility.**

29 The unit member has primary responsibility to secure and protect
30 his/her personal property. Claims for reimbursement under this
31 Article shall not be paid under the following circumstances:

- 32
33 A. The unit member failed to take responsible steps to
34 safeguard his/her property.
35
36 B. The loss was a result of the unit member's negligence or
37 lack of care.
38
39 C. The unit member failed to take reasonable steps to recover
40 from the known person or persons that caused the damage.

1 **Section 5--Automobile Claims.**

2 Automobile claims are subject to the following claim limits:

3
4 A. The unit member's automobile must be parked on or adjacent
5 to District property while the unit member is engaged in
6 District work.

7
8 B. Damage must be by a malicious act or vandalism.

9
10 C. Theft must be by a District student.

11
12 D. Collision claims and personal property taken from the
13 vehicle are excluded from coverage under this article.

14
15 E. The claim form must be supported by the following
16 documentation:

17
18 1. Two (2) repair estimates must be submitted with claims
19 in excess of two hundred dollars (\$200).

20
21 2. Proof of completed repair showing amount paid.

22
23 3. Proof of insurance showing coverage and deductibles at
24 time of loss.

25
26 4. Any other documentation requested by the Employee
27 Property Reimbursement Committee.

28
29 **Section 6--Personal Property Claims.**

30
31 A. The District shall pay the cost of replacing or repairing
32 property of a unit member, such as prescription eyeglasses,
33 hearing aids, dentures, watches, or articles of clothing
34 necessarily worn or carried by a unit member, when such
35 item is stolen or damaged in the line of duty without fault
36 of the unit member. Excluded are jewelry, telephones,
37 pagers, purses or wallets including contents and cash or
38 cash equivalents.

39
40 B. The District shall pay the cost of replacing or repairing
41 tools or other property of a unit member lost or damage due
42 to fire, burglary, or vandalism while such property is at
43 the work site of a unit member, provided the unit member

1 has received written authorization on District-provided
2 forms, to bring such personal property to the work site.

3

4 **Section 7--Employee Property Reimbursement Committee.**

5 The Association shall have two (2) positions on the District
6 committee, which shall represent one-third (1/3) of the voting
7 membership. The committee will review claims and determine
8 acceptance or rejection of claims and the amount paid on
9 accepted claims.

1 ARTICLE XXII - REASSIGNMENT

2
3 **Section 1--Definition.**

4 Reassignment is the change of unit member's instructional
5 assignment or track at a year-round school without a change in
6 work site.
7

8 **Section 2--Right of Reassignment.**

9 The District retains the right to reassign unit members based
10 upon the needs of the District, except as limited by the
11 specific provisions of this Article.
12

13 **Section 3--Reassignment.**

- 14
- 15 A. When reassignment is necessary, the District shall attempt
16 to reassign a properly credentialed volunteer who is most
17 qualified by his/her training and experience.
18
 - 19 B. If a properly credentialed volunteer who is most qualified
20 by his/her training and experience is not available, the
21 District may reassign unit members.
22
 - 23 C. This Section 3 does not contemplate changes in a teacher's
24 instructional schedule within a major field of study (i.e.,
25 Math I to Algebra I).
26
 - 27 D. Unit members shall not be involuntarily reassigned from one
28 year-round track to another.
29

30 **Section 4--Release Time.**

31 After the start of the school year, the unit member shall be
32 allowed one (1) day of release time to prepare for the
33 reassignment. An additional one (1) day may be allowed if
34 recommended by the unit member's supervisor. This Section 4
35 shall not apply at the secondary level for reassignments for the
36 second semester announced three (3) weeks prior to the start of
37 the second semester.

1 **ARTICLE XXIII - TEACHER PROTECTION AND SAFETY**

2
3 **Section 1--General.**

4 The District shall make every reasonable effort to provide a
5 place of employment that is safe as the nature of the employment
6 and assigned duties reasonably permit.
7

8 **Section 2--Safety Equipment.**

9 The District shall provide safety equipment reasonably necessary
10 to permit unit members to perform assigned duties safely. This
11 will include an adequate number of first-aid kits at each work
12 location.
13

14 **Section 3--Student Behavior.**

15
16 A. A teacher may suspend a student from his/her class for the
17 day of the suspension and the day following for reasons set
18 forth in the Education Code. He/She shall, as soon as
19 reasonably possible, report the suspension to and send the
20 student to the principal for appropriate action.
21

22 B. A unit member may exercise, during performance of his/her
23 duties, the same degree of physical control over a pupil
24 that a parent would be legally privileged to exercise; but
25 in no event shall it exceed the amount of physical control
26 reasonably necessary to maintain order, protect property,
27 or protect the health and safety of pupils, or to maintain
28 proper and appropriate conditions conducive to learning. A
29 unit member is not required to place himself/herself in
30 imminent danger of serious bodily injury in order to
31 protect another employee or student from an assault.
32

33 C. Whenever any unit member is attacked, assaulted, or
34 physically threatened by any pupil, it shall be the duty of
35 the unit member to promptly report the incident to his/her
36 supervisor or law enforcement. The District and the unit
37 member will cooperate with law enforcement at all stages of
38 the criminal or juvenile justice system through and
39 including prosecution.
40

41 D. Each school will establish a system to inform the teacher
42 of every student who has caused, or who has attempted to
43 cause, serious bodily injury or injury to another person as

1 defined by law. The District shall provide the information
2 to the teacher based upon any written records that the
3 District maintains or receives from a law enforcement
4 agency regarding such students.

- 5
6 E. When students are referred to another school for adjustment
7 purposes by the Hearing Panel or Transfer Committee, the
8 cause for that transfer shall be communicated in writing to
9 the students' teachers at the recipient school prior to the
10 time the student is placed in the classroom if the cause is
11 related to physical aggression, weapon possession or use,
12 or threatening behavior towards staff.

13
14 **Section 4--Unsafe Conditions.**

15 It is the responsibility of all unit members to be alert in
16 observing unsafe conditions, and to report unsafe conditions to
17 their supervisor and/or District safety officer. The supervisor
18 and/or District safety officer shall promptly investigate
19 reported unsafe conditions and order appropriate corrective
20 action, if needed.

21
22 **Section 5--Safety Training.**

23 The District shall provide safety training reasonably necessary
24 to permit unit members to perform assigned duties safely. Upon
25 request, the District will provide training on how to subdue
26 assaultive pupils, legal use of force, and use of conflict
27 intervention skills. Unit members required to perform
28 specialized health care procedures will first receive training
29 on how to safely perform the procedures. The District will also
30 make available CPR and first aid training.

31
32 **Section 6--Disaster Service Worker.**

33 All unit members are disaster service workers. When assigned
34 disaster service activities by the District, they are working
35 within their scope of employment.

36
37 **Section 7--Safety Rules.**

38 Unit members must comply with all safety rules.

39
40 **Section 8--Safety Committee.**

41 The Association shall have two (2) positions on the District
42 Safety Committee, which shall represent one-third (1/3) of the
43 membership. The Safety Committee shall meet as necessary, but

1 no less frequently than three (3) times per fiscal year. The
2 purpose of the committee is to review and discuss workplace
3 safety issues and make recommendations to improve employee
4 safety.

5
6 **Section 9--Emergency Communication.**

7 Unit members assigned to a school site shall have access to a
8 telephone or other electronic communication device available to
9 summon help in case of an emergency.

10
11 **Section 10--School Site Discipline Plan.**

12 Each unit member assigned to a school site shall be provided a
13 copy of the school site Discipline Plan. When school site
14 discipline plans are developed or reviewed by the school site
15 council, the Association site representative shall be given
16 notice of the meeting.

17
18 **Section 11--Drug and Alcohol Use.**

19
20 A. The purpose of this Article is to eliminate substance abuse
21 and its effects in the work place. While unit members have
22 certain rights to privacy, involvement with drugs and
23 alcohol can take its toll on job performance and employee
24 safety. Unit members must be in a condition to perform
25 their duties safely and efficiently, in the interest of
26 students, fellow workers, and the public as well as
27 themselves. The presence of drugs and alcohol on the job
28 and the influence of these substances on employees during
29 working hours are inconsistent with this objective.

30
31 B. The District shall provide an Employee Assistance Program
32 (EAP). Unit members who think they have an alcohol- or
33 drug-usage problem are urged to voluntarily seek
34 confidential counseling through the EAP.

35
36 C. Unit members shall not be under the influence of or in
37 possession of alcohol or drugs while on District property,
38 at work locations, or while on duty or subject to be called
39 to duty. Unit members shall not use such substances while
40 they are subject to District duty, sell or provide drugs or
41 alcohol to any other employee or to any person while such
42 employee is on duty or subject to being called to duty, nor
43 have their ability to work impaired as a result of the use

1 of alcohol or drugs.

- 2
- 3 D. Any unit member reasonably believed to be using alcohol or
4 drugs may be required to submit to physical or
5 psychological examination and/or urine, blood, breath
6 and/or other designated medical or chemical tests for evi-
7 dence of drug and/or alcohol use. The cost of the tests
8 shall be paid by the District. A chain of custody shall be
9 maintained on each test sample. Urine samples shall be
10 preserved for up to two (2) years. If the unit member's
11 urine specimen tests positive for drugs, a second test
12 shall be conducted using the Gas-Chromatography-Mass
13 Spectrophotometry (GC-MS) method.

14

15 The laboratory selected to conduct the testing must meet or
16 exceed the following professional standards:

- 17
- 18 a) A forensic laboratory accredited by the College of
19 American Pathologists
- 20
- 21 b) Adhere to the College of American Pathologists'
22 guidelines
- 23
- 24 c) Membership in the California Association of
25 Toxicologists
- 26
- 27 d) Participate in a voluntary proficiency screening of
28 the California Association of Toxicologists
- 29
- 30 e) Have written procedures regarding equipment
31 maintenance and toxicology testing
- 32
- 33 f) Maintain a maintenance log on all toxicology testing
34 equipment
- 35
- 36 g) Make available a record of all laboratory employees
37 and their qualifications

- 38
- 39 E. "Reasonable suspicion" is a belief based on objective facts
40 sufficient to lead a reasonably prudent supervisor or
41 manager to suspect that a unit member is under the
42 influence of drugs or alcohol so that the unit member's
43 ability to perform the functions of the job is impaired or

1 so that the unit member's ability to perform his/her job
2 safely is reduced.

3
4 For example, any of the following, alone or in combination,
5 may constitute reasonable suspicion:

- 6
7 a) Slurred speech
8
9 b) Alcohol odor on breath
10
11 c) Unsteady walking and movement
12
13 d) An accident involving District property
14
15 e) Serious accident causing injury
16
17 f) Physical altercation
18
19 g) Verbal altercation
20
21 h) Unusual behavior
22
23 i) Possession of alcohol or drugs
24
25 j) Information obtained from a reliable person with
26 personal knowledge
27
28 k) Failure to pass field sobriety test

29
30 Anonymous information shall not constitute the sole basis
31 for reasonable suspicion.

32
33 Refusal to submit to the testing when reasonable suspicion
34 exists shall constitute insubordination, which is cause for
35 dismissal.

36
37 F. A positive result from a drug and/or alcohol analysis may
38 result in a disciplinary action, up to and including
39 dismissal.

40
41 G. Depending upon the circumstances, and provided that the
42 unit member has consented in writing to the testing, the
43 District, in its sole discretion, may offer the unit member

1 an opportunity to enter into a rehabilitation agreement
2 prior to taking disciplinary action. Unit members entering
3 a rehabilitation program in lieu of discipline shall be
4 required to submit to random testing for up to one (1) year
5 after completion of the program. Violation of the
6 rehabilitation agreement shall be cause for disciplinary
7 action, up to and including dismissal.

8
9 While receiving medical treatment for alcohol or drug
10 abuse, the unit member shall be eligible to apply for sick
11 leave and long-term sick-leave benefits as provided for in
12 Article XX.

1 **ARTICLE XXIV - GRIEVANCE PROCEDURE**
2

3 **Section 1--Definition.**
4

5 A. A grievance is a written allegation by a unit member(s) or
6 Association that he/she/they has/have been adversely
7 affected by an alleged violation, misinterpretation, or
8 misapplication of a provision of this Agreement.
9

10 B. Immediate supervisor is the lowest level administrator
11 having jurisdiction over the grievant.
12

13 C. "Day" means school day during which students are required
14 to be in attendance.
15

16 **Section 2--General Provisions.**
17

18 A. Every unit member shall have the right to present
19 grievances in accordance with these procedures with or
20 without representation. Nothing contained in this Article
21 shall be construed to prevent any individual unit member
22 from discussing a problem with an agent of the District and
23 having it resolved without filing a grievance as provided
24 herein.
25

26 B. The failure of the grievant to act within the prescribed
27 time limits stated in this Article will act as a bar to any
28 further appeal.
29

30 C. Any unit member at any time may present grievances to the
31 District and have such grievances adjusted, without the
32 intervention of the Association, as long as the adjustment
33 is reached prior to arbitration and the adjustment is not
34 inconsistent with the terms of the Agreement. The District
35 shall not agree to a resolution of the grievance until the
36 Association has received a copy of the grievance and the
37 proposed resolution and has been given the opportunity to
38 file a response.
39

40 D. Hearings and conferences under this procedure shall be
41 conducted at a time and place that will afford an
42 opportunity for all persons entitled to be present to
43 attend and will be held, insofar as possible, after the

1 regular hours of instruction or during the non-teaching
2 time of personnel involved. When such hearings and
3 conferences are held at the request of the District during
4 the regular workday, all employees whose presence is
5 required shall be released without loss of pay for those
6 hours they are required to attend such hearing or
7 conference. However, the District will not release without
8 loss of pay more than one (1) representative per grievance.

- 9
10 E. Any investigation or other handling or processing of a
11 grievance by a grievant or the Association shall be
12 conducted so as to result in no interference with or
13 interruption of the instructional program.

14
15 **Section 3--Levels of the Grievance Procedure.**

- 16
17 A. Level I: Any unit member who has a grievance may reduce
18 such matter to writing within ten (10) days after the unit
19 member has knowledge, or reasonably should have knowledge,
20 of the event that caused the grievance, and submit it to
21 the immediate supervisor who shall meet with the unit
22 member and/or an Association representative, in an attempt
23 to resolve the matter. Such meeting and a response in
24 writing by the immediate supervisor will be made within ten
25 (10) days after submission of the grievance into Level I.
26
27 B. Level II: If the grievance is not resolved in Level I, a
28 written notice of appeal to Level II shall be served by the
29 grievant to the District within ten (10) days following
30 disposition of the grievance in Level I. Such grievance
31 shall be discussed at a meeting with the unit member and/or
32 his/her representative, and the Superintendent or his
33 designee, and whomever else the Superintendent or his
34 designee elects to be present. Such meeting and a response
35 in writing by the District will be made within ten (10)
36 days after submission of the grievance into Level II.
37
38 C. Level III: If the grievance is not satisfactorily resolved
39 in Level II, the Association may, within ten (10) days
40 after receipt of the District's reply, submit a written
41 notice to the District of its intent to submit the
42 grievance to final and binding arbitration. Within ten
43 (10) days following receipt of the Association's notice of

1 intent to submit the grievance to arbitration, the District
2 shall request the California State Conciliation Service to
3 provide a list of seven (7) arbitrators from which the
4 Parties shall strike alternately until only one (1) name
5 remains, with the first strike determined by a flip of a
6 coin. The remaining name shall be the arbitrator. The
7 cost of the arbitrator's services shall be borne equally by
8 the Association and the District. The arbitrator shall
9 have no authority to add to, subtract from, or to alter,
10 amend, or change any of the terms and conditions of this
11 Agreement. The arbitrator's decision must be limited to
12 the specific issue or issues submitted to him/her and based
13 upon the arbitrator's interpretation of meaning or
14 application of the language of the Agreement.

15
16 **Section 4--Waivers.**

- 17
18 A. Any of the time limits set forth in this Article may be
19 waived by written agreement between the Parties.
20
21 B. Any of the levels or procedures in this Article may be
22 waived by written agreement between the Parties.
23

24 **Section 5--Association Staff Representatives.**

25 Upon notice to the immediate supervisor, Association staff
26 representatives shall be granted access at such reasonable times
27 and to such proper areas of the District's premises when such
28 visits are necessitated by matters concerning the administration
29 of this Agreement.
30

31 **Section 6--Association Representation.**

32 The Association will exclusively receive time off from duties
33 for the processing of grievances for unit members who are
34 designated as Association representatives, subject to the
35 following conditions:
36

- 37 A. By no later than ten (10) days following the signing of
38 this Agreement, the Association will designate in writing
39 to the Superintendent the names of seven (7) unit members
40 who are to receive time off.
41
42 B. Twenty-four (24) hours prior to release from duties for
43 grievance processing, the designated representative must

1 inform the immediate supervisor in order that substitute
2 service may be obtained, if such is necessary.

1 **ARTICLE XXV - CONCERTED ACTIVITIES**

2

3 **Section 1--Association Obligations.**

4 It is agreed and understood that there will be no strike, work
5 stoppage, slow-down, or any concerted action or other
6 interference with the operations of the District by the
7 Association or by its officers, agents, or members during the
8 term of this Agreement, including compliance with the request of
9 other employee organizations to engage in such activity. The
10 Association recognizes the duty and obligation of its
11 representatives to comply with the provisions of this Agreement
12 and to make every effort toward inducing all unit members to do
13 so. In the event of a strike, work stoppage, slow-down,
14 concerted action, or other interference with the operations of
15 the District by unit member who are represented by the
16 Association, the Association agrees, in good faith, to take all
17 necessary steps to cause those unit members to cease such
18 action.

19

20 **Section 2--Violation.**

21 It is agreed and understood that any unit member violating this
22 Article may be subject to discipline, up to and including
23 termination by the District.

24

25 **Section 3--Breach of Agreement.**

26 It is understood that in the event Section 1 above is violated,
27 this Agreement shall be breached and the District may elect to
28 withdraw any rights, privileges, or services provided for herein
29 from any unit member or the Association.

30

31 **Section 4--District Obligations.**

32 During the term of this Agreement or any extension thereof, the
33 District agrees that it will not lock out unit members, refuse
34 to submit disputes to grievance or arbitration, or refuse to
35 abide by the final award of an arbitrator.

ARTICLE XXVI - EFFECT OF AGREEMENT

Section 1--Complete Understanding.

The Association and the District acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the Parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter whether referred to or not in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

Section 2--School-Site Council.

The specific provisions of this Agreement shall prevail over any policy or decision of a school-site council.

Section 3--Contract Waivers.

Specific provisions of this Agreement may be waived by written agreement of the Association and the District. Contract waivers shall not be deemed as a precedent, and shall not, under any circumstances, be used as a basis for extending the same consideration to other unit members.

ARTICLE XXVII - SAVINGS

1
2
3
4
5
6
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8
9
10
11
12
13
14
15
16
17

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.

Should a provision or application be deemed invalid, as described in the above paragraph, the District shall re-institute any benefit reduced or eliminated to the extent allowable under law, not to exceed the limitations set forth in this Agreement.

Moreover, the Parties shall meet by mutual agreement after such court decision to renegotiate the provision or provisions affected.

1 **ARTICLE XXVIII - TERM OF AGREEMENT**
2

3 **Section 1--Duration.**

4 Except as otherwise provided herein and in Section 2 below, this
5 Agreement shall remain in full force and effect from July 1,
6 2003, through June 30, 2006.
7

8 **Section 2--Limited Renegotiations.**

9 After May 1, 2003, either Party may submit an initial proposal
10 for renegotiation of wages as set forth in Article XI. In
11 addition, the Association and the District each may submit two
12 (2) additional Articles of this Agreement for renegotiation
13 along with wages.
14

15 After May 1, 2004, either party may submit an initial proposal
16 for renegotiation of wages as set forth in Article XI. In
17 addition, the Association and the District each may submit two
18 (2) additional Articles of this Agreement for renegotiation
19 along with wages.
20

21 After May 1, 2005, either party may submit an initial proposal
22 for renegotiation of wages as set forth in Article XI. In
23 addition, the Association and the District each may submit two
24 (2) additional Articles of this Agreement for renegotiation
25 along with wages.
26

27 **Section 3--Renegotiation.**

28 No sooner than March 1, and no later than April 1, preceding
29 expiration of this Agreement, the Association shall present its
30 initial proposals. No later than April 15, the Parties shall
31 commence meeting and negotiating for a successor agreement. Any
32 agreement reached between the Parties shall, upon request, be
33 reduced to writing, and, if ratified by the Association and
34 adopted by the Board of Trustees, signed by both Parties.
35

36 **Section 4--Amendment.**

37 This Agreement shall not be opened during the term of this
38 Agreement except by specific reference in this Agreement or by
39 specific written mutual consent of the Parties.
40

41 **Section 5--New Legislation.**

42 Within thirty (30) days of the enactment of new federal or state
43 laws that change any specific provision of this Agreement, the

1 Parties shall meet, upon request, to renegotiate the specific
2 provision or provisions changed by such legislation.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
 APPENDIX "A" - DAILY RATE FOR CERTIFICATED PERSONNEL
 EFFECTIVE JULY 1, 2002

S T E P	XX Bachelors (B.A.)	A B.A. and Credential	B B.A. + 30 or M.A.	C B.A. + 45 or M.A. + 15	D M.A. and 60 past B.A. or M.A. + 30
(Requires post-baccalaureate upper-division and/or graduate semester hours from accredited college.)					
1	197.57*	207.05*	216.53	226.02	235.50
2	207.05	216.53	226.02	235.50	244.98
3	216.53	226.02	235.50	244.98	254.48
4	226.02	235.50	244.98	254.48	264.00
5	235.50	244.98	254.48	264.00	273.42
6	235.50	254.48	264.00	273.42	282.92
7	235.50	264.00	273.42	282.92	292.39
8	235.50	273.42	282.92	292.39	301.87
9	235.50	282.92	292.39	301.87	311.36
10	235.50	292.39	301.87	311.36	320.85
11	235.50	292.39	311.36	320.85	330.32
12	235.50	292.39	320.85	330.32	339.81
13	235.50	292.39	330.32	339.81	349.30
14	235.50	292.39	339.81	349.30	358.77
15	235.50	292.39	339.81	358.77	368.26
16	235.50	292.39	339.81	368.26	377.75
17	235.50	292.39	339.81	377.75	387.23
18	235.50	292.39	339.81	387.23	396.71

*New appointments are made at Step 2, which is a two-year step.
 Unit members without a preliminary or clear credential initial
 placement shall be on Column XX.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
APPENDIX "B" - APPLICATION OF SALARY SCHEDULE

Section 1 - Rules Governing Step Placement.

- A. Upon initial employment, a unit member not having previous paid, directly related experience shall be placed on step one (1) of the salary schedule.
- B. Upon initial employment, a unit member having previous paid, directly-related experience shall be given credit of one (1) step for each year of directly related experience, up to a maximum of fifteen (15) years. Only credentialed experience shall be credited. In addition, in the case of high school experience, the school must have been accredited. Paid related experience in the San Bernardino City Unified School District as a substitute, regular part-time, and adult teacher shall be credited. A year of previous teaching experience shall be defined as not less than seventy-five percent (75%) of the teacher's work year. All experience must have been attained within the past fifteen (15) years.
- C. Upon initial employment, a school nurse may be given credit of one (1) step for each year of full-time employment as a registered nurse, up to a maximum of fifteen (15) years. The experience must have been attained within the past fifteen years.
- D. Upon initial employment, a speech therapist may be given credit of one (1) step for each year of full-time employment as a speech therapist in the private sector, up to a maximum of fifteen (15) years. The experience must have been attained within the past fifteen (15) years.
- E. Upon initial employment, a unit member having previous directly related experience at an accredited public or private college or university may be granted credit on the basis of two (2) years of college-level experience equivalent to one (1) year of experience. All experience must have been attained within the past fifteen (15) years. The determination of experience credited shall be made by the District.

- 1
- 2 F. Upon initial employment, a vocational unit member may be
3 granted credit for non-teaching work experience directly
4 related to the assignment. The experience must have been
5 attained within the past ten (10) years. Credit shall be
6 granted on the basis of one (1) year of credit for two (2)
7 years of experience. Previous paid teaching experience may
8 be granted as set forth in "B" above. Combined teaching
9 and non-teaching experience shall not exceed ten (10)
10 years' credit for step placement.
- 11
- 12 G. A tenured unit member who resigns and is re-employed within
13 thirty-nine (39) months shall be reinstated on the same
14 step the unit member was on at the time of departure or as
15 set forth in either "B" or "C" above. The method for step
16 placement shall be selected by the unit member.
- 17
- 18 H. Upon initial employment, a unit member shall receive credit
19 for one (1) year of experience for two (2) or more years of
20 verified full-time service in the military, Vista or Peace
21 Corps. The experience must have been attained within the
22 last ten (10) years.
- 23
- 24 I. It is the unit member's responsibility to timely submit
25 letters of verification from previous employers and other
26 required evidence in order to receive experience credit for
27 step placement. Failure to submit proof within ninety (90)
28 days of reporting to work will result in the step placement
29 not being granted.
- 30
- 31 J. Claims that the unit member's initial salary placement is
32 incorrect must be submitted in writing by the unit member
33 within forty-five (45) days after the first (1st) pay
34 period.
- 35
- 36 K. Once placed on the salary schedule, a unit member shall
37 advance one (1) step each year, unless a step increase is
38 denied, until the maximum step on the column is reached.
39 The step increase shall be effective on either July 1 or
40 January 1. Unit members with appointments effective April,
41 May, June, July, August, or September shall have a July 1
42 anniversary date for step advancement. Unit members with
43 appointments effective October, November, December,

1 January, February, or March shall have a January 1st
2 anniversary date for step advancement. A unit member must
3 work seventy-five percent (75%) or more of the preceding
4 assigned work year to be eligible for a step increase.
5 This Section applies to unit members appointed on or after
6 July 1, 1990.

- 7
- 8 L. Unit members have an obligation to exercise due diligence
9 by checking their pay warrants to insure that their salary
10 placement is correct. Errors in salary schedule placement
11 that result in an underpayment to the unit member will be
12 corrected. The unit member will receive from the District
13 the amount of underpayment, not to exceed one year of
14 underpayment.

15

16 **Section 2 - Rules Governing Column Placement.**

- 17
- 18 A. Unit members will receive column placement, unless column
19 placement has been denied.
- 20
- 21 B. All units must be upper-division or graduate units earned
22 after completion of the bachelor degree. Credit shall be
23 given for lower-division units if the class is approved in
24 advance by Personnel Services. Upper-division or graduate
25 units earned prior to the completion of the bachelor degree
26 shall be credited if the college or university certifies
27 the units as postgraduate.
- 28
- 29 C. All units must be earned from an accredited college or
30 university that is recognized by the American Association
31 of Colleges and Universities or by the University of
32 California. Units are semester units. Quarter units are
33 prorated on the basis that one (1) quarter unit is equal to
34 two-thirds (2/3) of a semester unit.
- 35
- 36 D. It is the unit member's responsibility to timely submit
37 official transcripts in order to receive credit for
38 additional training. In order to receive credit for
39 additional training, the course work must be completed
40 prior to September 1, and the unit member must file
41 official transcripts on or before November 15 of that same
42 calendar year. Payment at the higher column shall not be
43 made until the following school year if the official

1 transcripts are not received by November 15.

- 2
- 3 E. Teachers who complete fourteen (14) hours of District
4 sponsored technology in-service training will receive one
5 (1) upper division semester hour of salary credit for
6 column placement. Time spent in the technology in-service
7 training must be unpaid and during hours when the teacher
8 is not required to provide service to the District.
9 Additional credit will not be given for any course that is
10 repeated.

11

12 **Section 3 - Denial of Step and/or Column Increases.**

- 13
- 14 A. Unit members who receive an overall rating of "Improvement
15 Needed" will receive a warning that their step and/or
16 column increase will be denied if the following year's
17 overall rating is either "Improvement Needed" or
18 "Unsatisfactory." If a unit member's overall evaluation
19 rating is "Improvement Needed" or "Unsatisfactory" the year
20 following the warning, the next scheduled step and/or
21 column increase will be denied.
- 22
- 23 B. Unit members who receive an overall rating of
24 "Unsatisfactory" on their most recent evaluation shall have
25 their next scheduled step and/or column increase withheld.
- 26
- 27 C. Unit members denied a step and/or column increase resulting
28 from a failure to achieve an overall rating of "Meets or
29 Exceeds Acceptable Performance" shall have their denied
30 increase reinstated if their next evaluation results in an
31 overall rating of "Meets or Exceeds Acceptable
32 Performance." The reinstatement shall include the prior
33 year's increase that had previously been denied, plus the
34 current year's increase.

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SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
APPENDIX "C" - EXTRA-DUTY PAY SCHEDULE
EFFECTIVE JULY 1, 2001

HIGH SCHOOL ATHLETICS	RATE *	PLAY-OFF RATE *
Football--Head Coach	3,502	\$95.00
Other Coaches & Assistants	2,261	60.00
Basketball--Head Coach	2,881	70.00
Other Coaches & Assistants	2,261	55.00
Baseball--Head Coach	2,881	80.00
Other Coaches & Assistants	2,261	60.00
Track--Head Coach	2,881	80.00
Other Coaches & Assistants	2,261	60.00
Wrestling--Head Coach	2,881	75.00
Other Coaches & Assistants	2,261	60.00
Cross Country--Head Coach	2,881	75.00
Tennis--Head Coach	2,881	70.00
Assistant Coach	1,950	50.00
Golf--Head Coach	2,174	60.00
Swimming--Head Coach	2,881	65.00
Assistant Coach	2,261	55.00
Water Polo--Head Coach	2,881	75.00
Assistant Coach	1,950	50.00
Soccer--Head Coach	2,881	75.00
Assistant Coach	2,261	65.00
Volleyball--Head Coach	2,881	75.00
Assistant Coach	2,261	65.00
Softball--Head Coach	2,881	80.00
Other Coaches & Assistants	2,261	60.00

MIDDLE SCHOOL ATHLETICS		
Basketball	1,950	
Softball	1,950	
Volleyball	1,950	
Pep Squad-Advisor	1,641	
Intramural Director	1,641	
MUSIC		
High School Instrumental-Director	2,881	
High School Choral-Director	2,261	
Elementary Instrumental-Director	1,331	
Middle School Instrumental-Director	1,641	
ACADEMIC, DRAMA, SPEECH AND DEBATE		
High School Academic Team Coach	2,972	65.00
High School Drama Coach	2,261	
High School Speech and/or Debate	2,261	
Middle School Academic Team Coach	2,261	
High School Fine Arts Coach	2,261	
OTHER HIGH SCHOOL EXTRA-DUTY ASSIGNMENTS		
High School Intramural-Director	1,641	
High School Athletic Trainer per Sport	2,261	60.00
Pep Squad--Advisor	2,881	
Assistant	1,331	

Drill Team--Advisor (200 hrs. or more)	1,950
Advisor (less than 200 hrs.)	1,331
Assistant	1,331

1
2 * For each extended week of the season (CIF Play-Offs), each coach
3 of the team assigned by the District to extended season shall
4 receive the play-off rate for each week of the play-offs. The
5 maximum for each individual coach shall be two (2) weeks if an
6 individual qualified, and four (4) weeks if a team qualified. In
7 the event that a team is eliminated, but individuals qualify for
8 continued competition, the individual coach shall not receive more
9 than a maximum of four (4) weeks' pay.

1 SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
 2 APPENDIX "D" - SALARY SCHEDULE FOR ADULT EDUCATION TEACHERS
 3 EFFECTIVE JULY 1, 2002
 4

S T E P	B.A. Degree or Appropriate Credential	B.A. Degree + 30 Units	M.A. Degree
1	33.58	34.07	34.59
2	34.07	34.59	35.11
3	34.59	35.11	35.63
4	35.11	35.63	36.17

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7
8 **Step 1** is entry-level hourly rate.

9
10 **Step 2** is paid the first pay period following completion of
11 200 hours of teaching.

12
13 **Step 3** is paid the first pay period following completion of
14 400 hours of teaching.

15
16 **Step 4** is paid the first pay period following completion of
17 600 hours of teaching.

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
APPENDIX "E" - SALARY SCHEDULE FOR PSYCHOLOGISTS
EFFECTIVE JULY 1, 2002

S T E P	Per Diem	197 Days	215 Days
1	275.00	54,175.00	59,125.00
2	289.00	56,933.00	62,135.00
3	305.00	60,085.00	65,575.00
4	320.00	63,040.00	68,800.00
5	340.00	66,980.00	73,100.00
6	357.00	70,329.00	76,755.00
7	373.00	73,481.00	80,195.00
8	396.00	78,012.00	85,140.00
9	412.00	81,164.00	88,580.00

Placement on the psychologist schedule shall be based upon the number of years of full-time paid service as a school psychologist or directly related experience. Credit for experience as a credentialed teacher may be granted on the basis of two (2) years of teaching experience to one (1) year of experience as a school psychologist.

Bilingual psychologists shall be paid six (6) additional per diems for completion of a full year of service and attendance at one (1) additional day of in-service meetings. Five (5) additional per diems are paid if bilingual psychologist does not attend the one (1) additional day of in-service meetings. In addition, bilingual psychologists must complete the appropriate bilingual certification in target language Spanish as determined by the District.

1 **SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT**
 2 **APPENDIX "F" - SALARY SCHEDULE FOR PERMIT TEACHERS**
 3 **EFFECTIVE JULY 1, 2002**
 4

S T E P	A Below 75 Units	B 75 Units	C 90 Units	D 105 Units	E Bachelors
1	107.78	116.33	124.85	133.32	141.86
2	112.76	121.28	129.82	138.28	146.83
3	117.73	126.56	134.75	145.30	151.80
4	122.70	131.18	139.74	148.23	156.73
5	127.65	136.14	144.67	153.20	161.70

5
 6
 7
 8 Experience Credit – Up to five (5) years credit, within fifteen
 9 (15) years prior to employment, for teaching in public schools,
 10 preschools, or schools of equivalent status.

11
 12 Educational Credit – Semester hours from an accredited college
 13 or university.