

**AGREEMENT BETWEEN THE
PLUMAS LAKE ELEMENTARY SCHOOL
DISTRICT**

and the

**PLUMAS LAKE TEACHERS
ASSOCIATION/CTA/NEA**

July 1, 2017– June 30, 2020

Revised November 16, 2017

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Article I
Agreement

1. The articles and provisions contained herein constitute a bilateral and binding agreement by and between the Governing Board of the Plumas Lake Elementary School District (District) and the Plumas Lake Teachers Association/CTA/NEA (Association).
2. This Agreement is entered into pursuant to Chapter 10.7 Sec. 3540-3549.3 of the Government Code.

Article II
Term of Agreement

This Agreement will be in full force and effect for three (3) years, July 1, 2017, through June 30, 2020, or until a new Agreement has been agreed to by both parties. For the purposes of reopeners, for the 2018-19 school year each party may open two articles and salary and fringe benefits. For the 2019-20 school year the parties may each open Salary and Fringe Benefits and two (2) additional articles. Each party must notify the other party of its intent to open articles for negotiation pursuant to this article by February 1st.

Article III
Recognition

1. The District recognizes the Association as the exclusive representative of all certificated employees; full-time, part-time, permanent status, probationary status, temporary status (not a substitute) status.
2. Excluded from representation are; management, supervisory, confidential and substitute employees.

Article IV
Association Rights

1. The Association has a right, in accordance with applicable law, to access at reasonable times, areas in which bargaining unit members work, when such access does not interfere with duty assignments; the right to use institutional bulletin boards, mailboxes and other means of communication, and the right to use institutional facilities at times which do not interfere with the educational program of the District.
2. The Association shall have the right to post notices of activities and matters of Association concern on the Association bulletin boards, at least one of which shall be provided in each school site in areas frequented by bargaining unit members. The Association may use the District mail service and bargaining unit member's mailboxes for communications to bargaining unit members without interference, censorship or

examination of such communications by the District. A representative of the Association may make short announcements at staff meetings.

3. The District agrees to furnish a complete Governing Board agenda along with all mailed supportive materials, excluding closed session materials. The Board agrees to furnish two copies of the agenda materials to the Association at the same time the material is mailed to the Board.
4. Authorized representatives of the Association shall be permitted to transact official Association business on District property in a manner that does not interfere with duty assignments.
5. Name, school addresses, home addresses and telephone numbers of all bargaining unit members shall be provided without cost to the Association by November 1 of each school year.

Article V
District Rights

1. All matters not specifically enumerated as within the scope of negotiations in Government Code section 3450 et seq. and/or designated as rights shared with the Association are reserved to the District.
2. All other rights of management not expressly limited by the clear and explicit language of this Agreement are also expressly reserved to the District.
3. The exercise of any right reserved to the District herein in a particular manner or the non-exercise of any such right shall not be deemed a waiver of the District's right or preclude the District from exercising the right in a different manner, nor does the Association waive any rights guaranteed by law.
4. The District retains its rights to temporarily amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency declared in a public meeting.
5. In addition to the grievance procedure, the declaration of an emergency that temporarily amends, modifies, or rescinds rights guaranteed under this Agreement shall be subject to judicial review.

Article VI
Definitions

“District” is defined as the Plumas Lake Elementary School District.

“Board” is defined as the Governing Board of the Plumas Lake Elementary School District.

“Association” is defined as the Plumas Lake Teachers Association/CTA/NEA, and may be used interchangeably with its abbreviation of “PLTA.”

“Agreement” is defined as the bilateral agreement between District and Plumas Lake Teachers Association. “Agreement” may be used interchangeably with “Contract.”

“Day” is defined for purposes of this Agreement as calendar day unless otherwise specifically stated.

“Employee” is defined for purposes of this Agreement as a member of the bargaining unit. The term “employee”, “certificated employee”, “bargaining unit member” and “unit member” may be used interchangeably to refer to certificated employees who are members of the bargaining unit.

"Instructional Day(s)" means any day(s) pupils are present for instruction.

"Site" means a school site or location where unit members work.

“Student Safety” means that staff will take all steps necessary to ensure the well-being of students physically and emotionally on campus and during school events.

“In case of emergency” means a “last minute necessary change” or something “out of the ordinary,” but not a daily or weekly event.

“Teacher on Special Assignment” or “TOSA” is a credentialed teacher who has been assigned to perform duties other than classroom instruction as outlined in the TOSA job description. The TOSA will remain a unit member and will not be considered an administrator.

“Teacher in Charge” is a voluntary position designated on occasions when the school administrator is not on campus during the school day.

Article VII
Negotiation Procedures

1. Not later than March 1st of the calendar year it expires, the Board’s representatives shall meet and negotiate in good faith with the PLTA. Any agreement reached between the parties shall be reduced to writing and signed by them.
2. The District shall furnish the PLTA copies of all state and county mandated reports as well as budgetary and other information that are necessary for the PLTA to fulfill its role as the exclusive representative. The District shall provide the requested documents to the PLTA within ten (10) working days of a request for such.

3. Negotiations shall take place at mutually agreeable times and places provided that meetings shall be scheduled within ten (10) working days from receipt of a written request.
4. The PLTA shall receive a reasonable amount of release time to attend negotiations without loss of compensation. "Reasonable" for purposes of this article shall mean the amount of time necessary to negotiate open articles in good faith. In most years, the parties estimate this to be approximately seven (7) to ten (10) days.
5. The Board and PLTA may discharge their respective duties by means of authorized officers, individuals, representatives, or committees.
6. The Board and PLTA may utilize the services of outside consultants to assist in the negotiations.

Article VIII
Scope of Negotiations

The Governing Board will strictly construe the scope of bargaining as provided in 3543.2 of the Government Code (SB 160).

Article IX
Completion of Negotiations

1. Any individual contract between the District and the individual employee within the representational unit of this contract heretofore executed shall be subject to and made subject to and consistent with the terms of this or subsequent agreements to be executed by both parties. If an individual contract contains any language inconsistent with this agreement, this agreement during its duration shall be controlling.
2. This agreement shall supersede any policies, regulations, rules or practices of the District which shall be contrary to or inconsistent with its terms.
3. This agreement shall constitute the full and complete commitment between parties and shall supersede and cancel all previous agreements both written and oral. However, this agreement may be altered, changed, added to, deleted from, or modified through the voluntary, mutual concern of the parties in a written and signed amendment to this agreement.

Article X
Consultation

1. The Governing Board views healthy consultation between and among Governing Board, administration, and employee groups as highly desirable.
2. The Governing Board will freely consult with exclusive representatives within the rights granted to them by law (Government Code 3543.2).
 - a. Definition of educational objectives.

- b. Determination of content of courses and curriculum.
- c. Selection of textbooks.
- 3. The District will consult with the Association regarding the Local Control Accountability Plan each year before it goes to Public Hearing at the Governing Board.
- 4. The District will email or meet with the Association President to obtain input regarding the calendar two weeks prior to it going to the Governing Board.
- 5. In addition to the above-described consultation, the Governing Board reserves the right to meet with employees on any matter outside the scope of representation.

Article XI
Maintenance of Standards

The District shall not reduce or eliminate any benefits of professional advantages which are mandatory subjects of bargaining which were enjoyed by bargaining unit members as of the effective date of this Agreement unless otherwise provided by the express terms of the Agreement or the law.

Article XII
Non-Discrimination

- 1. The District shall not discriminate against any bargaining unit member on the basis of race, color, creed, age, gender, sexual orientation, national origin, political affiliation, domicile, marital status, physical handicap, membership in an employee organization, or participation in the activities of an employee organization.
- 2. Teacher application forms and oral interview procedures shall not refer to membership in or preferences for an employee organization.

Article XIII
Savings/Statutory Changes

- 1. If any provision(s) of the Agreement is/are held to the contrary to law by a court of competent jurisdiction or the Public Employment Relations Board, such provision(s) will not be deemed valid except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- 2. Improvements in bargaining unit member benefits which are mandated on local districts by California or Federal law and which relate to specific items covered shall obligate the parties within fifteen (15) days of such improvement upon request of either party to negotiate for the purposes of seeking to reach a solution for the action.
- 3. Reduction or elimination of bargaining unit member benefits covered by the terms of this Agreement which are brought about by legislative or judicial action shall obligate the parties, within fifteen (15) days of such reduction or elimination, upon request of either party, to negotiate for the purpose of seeking to reach a solution for the action.

Article XIV
Payroll Deductions

1. Any unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, (PLTA, CTA, NEA). Such authorization shall continue in effect from year to year unless revoked in writing by July 1 of any year. Pursuant to such authorization, the District shall deduct one-twelfth (1/12) of such dues from the regular salary check of the unit member each month for twelve (12) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.
2. With respect to all sums deducted by the District pursuant to authorization of the employee, whether for membership dues or equivalent fee, the District agrees promptly to remit such monies to the California Teachers Association (CTA) and provide the Association and CTA an alphabetical list of teachers for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
3. Representation Fee

Any bargaining unit member who is not a member of the Association and who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall become a member of the Association or pay to the Association a fee in an amount equal to unified membership dues payable to the Association; provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Paragraph 1. In the event that PLTA has notified the District that a unit member has not paid such fee directly to the Association or authorized payment through payroll deductions, as provided in Paragraph 1, the District shall immediately begin automatic payroll deductions as provided in Education Code Section 45061 and in Paragraph 1 above and the fee is an amount equal to unified membership dues. Any dispute between a non-member and the Association over the amount of the representation fee shall be resolved consistent with current law including any applicable regulations and decisions of the Public Employment Relations Board. The District shall incur no charges as a result of such a dispute. There shall be no charge to the Association for such mandatory agency fee deductions.

- 3.1 Notwithstanding any other provision of this Article, any unit member who is a member of a religious body with traditional tenets or teachings which include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of a lawful representation fee to the Association, to pay an amount equal of the lawful representation fee to The United Way, Salvation Army, or The American Red Cross. Proof of payment shall be made on an annual basis to the Association. Any dispute over the eligibility of any unit member under this provision shall be resolved pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration

Association between the employee and the Association. The District shall incur no charges as a result of such a dispute.

4. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
5. The Association agrees to pay to the District all reasonable fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.
6. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.
7. Upon appropriate written request from the bargaining unit member, the District shall deduct from the salary of any bargaining unit member and make appropriate remittance for annuities, credit union, savings bonds, professional dues, or any other plans recommended by the Association and whose deductions have been approved by the District.

Article XV
Hours of Work

1. Recognizing that bargaining unit members are professionals and will be adequately prepared, the regular work day shall be 450 minutes including at least a one-half hour of duty free lunch period per day. This requirement shall not preclude a unit member from occasionally working additional minutes on one day and fewer minutes on another day equaling an average of 450 minutes with notice to the unit member's supervisor. For such an arrangement, paragraph 15 of this Article shall not apply and shall not result in any additional cost to the district.
2. Unit members and site administrators shall develop a mutually agreeable method of providing relief periods for bargaining unit members both morning and afternoons.
3. The District may schedule up to four (4) hours per month of each unit member's time in addition to the regular work time which may be used for: faculty meetings, IEP meetings, SST meetings, Grade Level/Departmental/Subject Area meetings, Back to School Night, Open House, and Parent Conferences. With pre-approval by the site administrator, unit members are entitled to be paid their hourly rate of pay if any of the above activities are scheduled by the District and are performed in excess of four (4) hours per month.
4. One day per week shall be a shortened day for students. Bargaining unit members may utilize these shortened days for in-service training, planning, preparation, or grade level activities. Professional development is a critical component in enhancing quality teaching resulting in improved student learning. Site administrators will develop a monthly schedule for these shortened days after obtaining input from site leadership teams. The bargaining unit members will spend the shortened day immediately following the final day of the trimester working independently on grading, report cards and/or comments.
5. Notice of a faculty/grade level meeting shall precede the meeting by a minimum of seventy-two (72) hours. A meeting agenda shall be distributed to each bargaining unit member in advance of the meeting. No unit members or grade level meeting shall exceed ninety (90) minutes unless mutually agreed to by administration and unit members.
6. Unit members shall not be required to remain later than 8pm for non-paid evening events (Open House and Back to School Night).
7. All adjunct duties within the workday, which do not require full faculty participation, shall be equitably distributed among bargaining unit members at each school site. Such assignments shall not exceed an average of twenty (20) minutes per day, using the fewest unit members necessary as determined by site administration to ensure student safety. Staff including unit members shall cover additional duties in case of emergency under the direction of administration.
8. Each bargaining unit member grades K-5 may be assigned no more than three (3) extra-duty assignments per year. Each bargaining unit member teaching grades 6-8 may be assigned no more than four (4) extra-duty assignments per year. Any activity for which a bargaining unit member is paid a stipend or hourly wage shall not be considered an extra-duty assignment. The unit members and site administration will mutually determine the

extra-duty activities for the year by September 15 of each year. For those unit members designated as Teacher in Charge it shall satisfy one of their extra duty assignments.

9. Bargaining unit members teaching grades 6-8 shall be assigned a preparation period equivalent to the same length as the regular class period on a daily basis. In the case of an alternative schedule the equivalent amount of time shall be allocated weekly. Unit members shall not be required to substitute during their preparation period.
10. Bargaining unit members teaching grades TK-5 shall have a monthly average of 90 minutes unassigned time per week for the purpose of preparation and planning during the instructional day. Unit members shall not be required to substitute during their preparation time. This section will sunset on June 30, 2018.
11. All paid extra-service assignments shall be voluntary. However, once accepted the bargaining unit member must complete the assignment.
12. Bargaining unit members employed by the Plumas Lake Elementary School District work at the direction of the site principal, the principal's designee, or other appropriate administrative supervisor as determined by their assignment.
13. Teachers are responsible within the resources available for planning, implementing, monitoring, and assessing a classroom instructional program which is consistent with the philosophy of the District. Bargaining unit members will develop appropriate long-range, daily and substitute plans for his/her instructional program. These plans will be in writing and available upon request.
14. In accordance with this Article, teachers will participate in the curricular and extra-curricular school programs as part of their contractual obligation.
15. If a Middle School unit member volunteers to substitute during her/his preparation period, she/he will receive her/his hourly rate for each period she/he substitutes.
 - 15.1. If an elementary unit member volunteers to absorb another member's class because a substitute position cannot be filled, all of the unit members who absorb the students will equally split \$225.
16. In the event of an emergency closure of District facilities, including but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits. If make-up days are required by law, the District shall negotiate said days with the Association. Unit members shall not be paid twice for said days.
17. The regular work year for unit members shall consist of a total of one-hundred eighty-four (184) workdays with no more than one hundred eighty (180) Instructional workdays. One day prior to the start of school shall be a unit member workday for meetings and classroom preparation. Meeting time shall be kept to a minimum not to exceed two (2) hours for that day.

Article XVI
Leaves

Any leave taken pursuant to this article, shall only be taken in half or full day increments.

The benefits provided employees by Sections 44962 through 44985 and 44800 and 44801 of the Education Code are incorporated into this Agreement except as supplemented in this Article.

Appendix E contains the Leave Request Form to be used by employees for all leave requests.

Immediate family” means mother, father, guardian, grandmother, grandfather, brother, sister, spouse, son, son-in-law, daughter, daughter-in-law, step-child, step-parent, grandchildren, mother-in-law, father-in-law, domestic partner, current foster child or any relative living in the household of the employee

1. Sick Leave

1.1 Every full-time employee shall be entitled to ten (10) days of paid sick leave per school year. In addition, any teacher who has used no more than two (2) days of sick leave in the preceding school year shall be advanced an additional day of sick leave for the following school year for a total of eleven (11) days per year.

1.2 Sick leave may be used for time taken off from work by an employee to attend to an illness of a child, parent, spouse, domestic partner or an immediate family member living with the employee.

1.3 The Superintendent or his/her designee may require a physician’s verification of illness if an employee has been on sick leave for five (5) or more consecutive days or anytime the Superintendent or designee reasonably suspects that sick leave is being or has been abused.

1.4 The Superintendent or his/her designee shall provide each full-time employee with a written statement of: (1) his/her accrued sick leave total and (2) his/her sick leave entitlement for the school year. Such statement shall be provided no later than September 30 of each school year.

2. Pregnancy Leave

2.1 The District shall provide for leave of absence from duty for any female employee who is required to be absent from duties because of disabilities caused by pregnancy, miscarriage, childbirth, and recovery there from. The length of leave of absence, including the date on which the leave shall commence and the date on which the female employee shall resume duties, shall be determined by the employee and the employee’s physician.

2.2 Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.

2.3 Any female employee shall have the right to utilize sick leave provided for in this Agreement for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.

3. Childcare Leave

- 3.1 An employee shall be entitled to use ten (10) days of sick leave per year for childcare.
- 3.2 An employee who is adopting a child shall be entitled to use ten (10) days of sick leave per year for the purpose of caring for the needs of the adopted child.

4. Extended Illness Leave

- 4.1 When an employee is absent from his/her duties on account of illness or accident for a period of five (5) school months or less, whether or not the illness or accident arises out of or in the course of employment, the amount deducted from the salary due the employee for any of the five-school-month periods in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill the employee's position during his/her absence, or if no substitute employee was employed, the amount that would have been paid to the substitute had a substitute been employed. The sick leave, including accumulated sick leave, and the five-month period shall run consecutively. In other words, the five-month period stipulated above begins immediately after use of the employee's current annual ten (10) days plus any accumulated sick leave. When the employee remains absent after use of the five-month differential pay leave, the employee shall be in unpaid status.
- 4.2 When the employee has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period, and the employee is not medically able to resume the duties of his/her position, the employee shall, if not placed in another position, be placed on a reemployment list for a period of twenty-four (24) months if the employee is on probationary status or for a period of thirty-nine (39) months if the employee is on permanent status. When the employee is medically able, during the 24- or 39-month period, the employee shall be returned to employment in a position for which he/she is credentialed and is qualified with preference to return to the same position held before leave if available and meets the needs of the district. The 24- or 39-month period shall commence at the expiration of the five-month period described above.

5. Industrial Accident or Illness Leave

- 5.1 Industrial accident or illness leave is granted to employees who have had an accident or illness out of and in the course of their employment with the District. This leave shall be available immediately when a bargaining unit member is employed with the District. All employees shall be entitled (in any one fiscal year for the same accident or illness) up to sixty (60) working days of industrial accident or illness leave during the period schools of the District are required to be in session or when the employees would otherwise have been performing work for the District. Such industrial accident or illness leave shall commence on the first day of absence and shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 5.2 The employee may apply to the District for an extension of leave if recovery requires more than sixty (60) working days. The District shall deduct normal retirement and other authorized contributions per Education Code section 44984.
- 5.3 Allowable leave shall not be accumulated from year to year, except that when an

industrial accident or illness occurs at a time when the full sixty (60) working days will overlap into the next fiscal year, the employee shall be entitled to only that amount of unused leave due him/her for the same illness or injury. During any paid industrial accident or illness leave, the employee shall deposit the temporary disability indemnity checks to the District account; the District shall continue to pay the employee full salary.

- 5.4 Any employee receiving benefits from an industrial accident or illness leave shall, during the period of the injury or illness, remain within the State of California unless the District authorizes travel outside the State.
- 5.5 The industrial accident or illness leave is to be in lieu of entitlement acquired under "Use of Sick Leave." An employee's absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- 5.6 Industrial accident or illness leave for each occurrence shall cease when temporary disability benefits under workers' compensation laws of the State of California are discontinued for the applicable Industrial Accident or Illness.
- 5.7 The benefits provided in this Section are in addition to sick leave benefits. Accordingly, the District shall not deduct accumulated sick leave from the sick leave allotment of a unit member who is absent as the result of an approved industrial accident or illness. Any sick leave deducted before a workers compensation claim is approved will be reinstated after the approval is received.
- 5.8 When the employee is medically able, the employee shall be returned to employment in a position for which he/she is credentialed and is qualified with preference to return to the same position held before leave if available and meets the needs of the district.

6. Bereavement Leave

In the event of death in the immediate family of an employee, five (5) days of paid leave shall be granted. A unit member can request more days leave in extenuating circumstances, or take additional non-consecutive days to attend to or conclude all related necessary business. Additional days will come from the employee's sick leave.

7. Personal Necessity Leave

- 7.1 Sick leave credited under this Article may be used at the employee's election, for purposes of personal necessity, not to exceed seven (7) days in any school year. The unit member shall not be required to disclose the reason for the personal necessity leave.
- 7.2 The Superintendent or designee has the right to require employee verification of the use of personal necessity leave per Education Code section 44981. Under all circumstances, an employee shall verify in writing that sick leave for personal necessity was not used for vacation, recreation, seeking or engaging in other employment, or for concerted activities against the District.

7.3 Personal Necessity Leave shall be limited to no more than 2 consecutive work days at time.

8. Unpaid Leave

The District may grant a bargaining unit member a one year leave of absence upon request by the bargaining unit member. This request shall be submitted to the District no later than May 15th of the preceding school year. Subject to the lawful rules of the insurance provider, a bargaining unit member who is on unpaid leave may continue the District provided medical, dental and vision plans at his/her expense. This request shall be subject to approval by the Governing Board.

9. Jury Duty, Administrative or Court Appearance

9.1 The Superintendent or designee shall grant a leave of absence to serve as a juror or witness, when the juror is notified or witness is subpoenaed, without loss of pay or loss of sick leave.

9.2 Upon notification of jury duty, it is the obligation of the employee to immediately inform his/her supervisor.

9.3 Juror's or witness fees, exclusive of mileage received by the employee, shall be deposited to the credit of the District.

9.4 A request for leave as witness or juror shall be submitted in writing to the District so that the District can verify the right to the requested leave.

10. Military Leave

Bargaining unit members who are called to active federal or state military duty shall be entitled to a military leave as mandated by the Military & Veterans Code. In general, these provisions are: the right to military leave; the payment upon commencement of military leave of thirty (30) days salary at the existing regular rate; the return to his/her position, upon request, within six (6) months following separation from service; the rights and privileges of employment which the bargaining unit member would have possessed had the absences not occurred.

11. Association Business Leave

The District, upon mutual agreement with the Association, will release designated individuals in the bargaining unit from his/her teaching duties to conduct Association business for a period of up to, but not more than, ten (10) days each school year. The Association will reimburse the District the actual costs of substitute employees necessitated by any Association leave. During this leave, the designated person(s) will continue to be compensated by the District and will retain all rights and benefits as though in regular service.

12. Continuation of Leave

12.1 If an employee has exhausted all existing leaves, both paid and unpaid, and desires to be absent from the District for up to one (1) additional year, the employee may apply for a continuation of his/her unpaid leave.

12.2 This type of leave shall be granted only to tenured employees. The employee shall give 10 days' notice of this request for continuation of leave. The duration of the leave shall be not less than a trimester nor longer than three trimesters. This type of leave is without pay and shall not be counted toward STRS retirement or as a part of service to the District, but shall not be viewed as a break in service.

12.3 A written request shall be submitted to the District to determine if the request would meet any one of the following criteria:

- ◇ Is needed due to the illness of the employee; or
- ◇ Is needed to enable the employee to provide care for his/her immediate family.

12.4 If the District finds that the request meets any of the criteria, the application shall be submitted to the Board for approval.

13. Federal/State Family Care/Medical Leave

13.1 The Association and District recognize the applicability of the federal Family and Medical Leave Act (FMLA, 29 U.S. Code Sec. 2601 et seq.) and the California Family Rights Act (CFRA, Government Code 12945.2).

13.2 In combination, the FMLA and CFRA laws provide at least the following:

13.2.1 Unit members who have completed 1250 hours of service during the previous one (1) calendar-year period and have completed a total of twelve (12) months of service with the District have the right to request a leave of absence for up to twelve (12) work weeks within a twelve- (12-)month period of the purpose of caring for a new baby, a newly-adopted child, or a newly-placed foster child or for a child, spouse, domestic partner parent, or the employee with a serious health condition.

13.2.2 The twelve (12) work weeks of available leave may be taken at one time or intermittently.

13.2.3 Health insurance coverage shall be maintained and paid for by the District for the duration of the leave not to exceed twelve (12) workweeks in a twelve- (12-)month period.

13.2.4 Beyond the twelve (12) workweeks, the employee may continue his/her coverage by payment of the necessary premiums on a monthly basis. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave of absence or other circumstances beyond the control of the employee.

13.2.5 There is no carry-over of unused leave; federal/state Family Care Leave does not accumulate from year to year.

13.2.6 Definitions

“Serious health condition” means illness, injury, impairment, or physical or mental condition of the employee or a immediate family member of the employee that involves either (1) inpatient care in a hospital, hospice, or

residential health care facility; or (2) continuing treatment or supervision by a health-care provider.

- 13.2.6 If both parents of a child who are entitled to Family Care Leave under the first paragraph 13.2.1 above are employees of the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents Family Care Leave totaling more than a combined total of twelve (12) workweeks specified in paragraph 13.2.1.
- 13.2.7 The employee shall provide reasonable advance notice to the District of the need for Family Care Leave, the reason the leave is needed, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) calendar days prior to the date a leave is to begin, the employee must provide at least thirty (30) calendar days written advance notice.
- 13.2.8 The District may require written medical verification by the employee's health professional to verify the serious health condition of the immediate family member or employee.
- 13.2.9 Seniority protection – Family Care Leave does not constitute a break in service for seniority under the Agreement or District employee benefit plan.
- 13.2.10 Family Care Leave is an unpaid leave of absence unless an employee elects to use appropriate paid leave set forth in this Agreement. When available paid leave is exhausted, the balance of the Family Care Leave, if any, is unpaid. Any paid or unpaid leave entitled to be taken and taken for a reason that would also entitle the employee to federal and state Family Care Leave shall be designated also as federal/state Family Care Leave and counted against the employee's federal/state Family Care Leave entitlement.
- 13.2.11 Upon return from a federal/state Family Care Leave, an employee is entitled to return to the same position held prior to taking leave (if requested, available and meets the needs of the district) with equivalent benefits, pay, and other terms and conditions of employment.
- 13.2.12 To the extent not specifically covered in paragraphs 13.2.1 through 13.2.11 above, federal/state Family Care Leave shall be governed by the minimum employee and employer rights contained in the federal Family and Medical Leave Act (29 U.S.C. Sections 2601 et seq.) and the California Family Rights Act (Cal. Government Code Section 12945.2).

14. Effect of Leaves

The period of time that a bargaining unit member is absent on a District approved leave, whether paid or unpaid, shall not constitute a break in service.

15. Catastrophic Leave Bank From Contract Reference Manual or the Following:

- 15.1 Any unit member may donate up to five (5) days accumulated and unused sick leave days, in full-day or half-day increments to a specifically named unit member who has suffered or whose immediate family member has suffered a long-term illness or

disability and who has exhausted all fully paid leaves. No unit member may donate more than five (5) days accumulated and unused sick leave days in any school year (July 1 through June 30).

- 15.2 Use of donated sick leave shall be capped at no more than 50 days per individual unit member per school year.
- 15.3 The Association agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind related to any attempt by a unit member to retrieve donated sick leave used by another unit member pursuant to this provision. The Association also agrees that it will not file, on its own behalf or on behalf of any unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in any way the legality or enforcement of this provision.
- 15.4 The Association agrees to indemnify and hold harmless the District from any loss or damages arising from the implementation of this provision.
- 15.5 In the event of any grievance, claim or lawsuit challenging the legality or enforcement of this provision, the District may terminate this provision upon written notice to the Association.
- 15.6 Donation of sick leave shall have no effect on the incentive stated in Section 1.1 of this Article.

Article XVII Evaluations

Definitions

“Formal Observation(s)” means observation(s) from which the evaluation is to be based and are at least 30 minutes in length. All formal observation(s) shall include pre and post conferences.

“Informal Observation(s)” means observation(s) that may be unscheduled and are used to assist employees in improving their professional skills.

1. It is understood and agreed by the parties that their principle objective is to maintain or improve the quality of education in the District. It is further understood and agreed that this objective can be more readily achieved by the manifest willingness on the part of the District to assist all employees in improving their professional skills.

2. Evaluation Procedure

2.1 Every temporary and probationary unit member shall be formally evaluated by the site administrator, in writing, at least once each school year based on at least two (2) formal observations but not more than four (4) unless mutually agreed otherwise, with informal observations taking place as needed.

2.2 Every permanent unit member employed in the District for less than ten years shall be formally evaluated by the site administrator, in writing, at least once every other school year based on at least one (1) formal observation but not more than three (3) unless mutually agreed otherwise, with informal observations taking place as needed.

2.3 Permanent unit members who have been employed at least ten years with the District, are NCLB Compliant, if applicable, and whose previous evaluation rated the unit member as “Exemplary” or “Accomplishing Expectations” shall be evaluated every five years, if the unit member and evaluator consent to this schedule. The Evaluation shall be based on at least one (1) formal observation but not more than three (3) unless mutually agreed otherwise, with informal observations taking place as needed. The certificated employee or the evaluator may withdraw consent at any time.

3. Evaluation Sequence

3.1 A general conference and staff orientation shall be held prior to September 15. At this time evaluation forms shall be made available to all employees.

3.2 A goal-setting conference between the evaluator and the unit member shall be held prior to the end of October. At this conference the unit member and the evaluator shall discuss the unit member’s goals for the evaluation in the areas of Instructional Lessons, Classroom Management, and Assessment.

- 3.3 Pre-observation conference: Prior to the formal observation, the evaluator and the unit members shall meet and mutually agree to the elements, including goals and objectives, upon which the evaluation is to be based. The formal observation(s) shall be arranged by the evaluator and the employee at least two (2) working days in advance of the observation.
- 3.4 The post-observation conference shall be held within five (5) working days following the formal observation.
- 3.5 Informal observations may be held at the discretion of the evaluator with appropriate conferences as needed any time during the year.
- 3.6 The evaluator shall not base any evaluation of performance of any unit member upon any information which has not been collected through the direct observation of the unit member by the evaluator.
- 3.7 By April 30, the unit member will complete a self-evaluation on Professionalism, Communication and Collaboration and submit it to their evaluator.
- 3.8 A Final Evaluation conference shall be held no later than ten workdays prior to the last day of school. The evaluator and the unit member shall review the evaluator's written evaluation in the areas of Instructional Lessons, Classroom Management, and Assessment. Additionally, the administrator will share their response to the unit member's self-evaluation for the area of Professionalism, Communication and Collaboration.
- 3.9 The unit member may attach written comments to an observation report and/or the formal evaluation. All evaluation reports shall be maintained in the unit member's personnel file.
- 3.10 The unit member may request, at any time, an additional formal observation by an evaluator mutually agreed upon.
- 3.11 The evaluator shall delineate a positive course of action to help correct any cited deficiencies. The unit member will cooperate in working to improve such cited deficiencies. The evaluator's action may include specific recommendations for improvement, direct assistance in implementing such recommendations, and reasonable release time as determined by the site administrator for the employee to visit and observe other similar classes as well as attend appropriate professional development activities to improve professional skills.
- 3.12 The attached evaluation form shall be used in all evaluations of unit members. (Appendix A)

Article XVIII
Personnel Files

1. The District shall not base disciplinary decisions affecting the assignment, discipline or employment status of a bargaining unit member upon materials not contained in or events not referenced in the personnel file. Materials shall be placed in the file within a reasonable time.
2. Each bargaining unit member shall be notified of any material that is to be placed in his/her personnel file. He/she shall also be given an opportunity to prepare a written response to such materials. The written response shall be attached to the material.
3. Upon written authorization by a bargaining unit member, a representative of the bargaining unit member shall be permitted to examine and/or obtain copies of materials in such bargaining unit member's personnel file.
4. The person or persons who draft and/or place material in a bargaining unit member's personnel file shall sign and date the material. No anonymous material shall be placed in the file.
5. Access to a unit member's file shall be limited to a "need to know" basis. Access authorization must be obtained from the Superintendent or designee. The contents of all files shall be kept in strictest confidence, and in a secure location in the District Office.
6. Information of a derogatory nature shall not be entered or filed unless and until the bargaining unit member is given notice and an opportunity and reasonable time to review and comment on the information. A bargaining unit member shall have the right to enter and have attached to any such derogatory statement his/her rebuttal comments.
7. Materials used in bringing charges against a bargaining unit member which are found to be without substance following a District investigation or by any official or body having final jurisdiction authority on the question of such charges shall be expunged from the personnel file.

Article XIX
Complaint Procedure

1. General Guidelines
 - 1.1 The procedures in this Article shall be observed during the process to resolve complaints from any parent or citizen against a bargaining unit member.
 - 1.2 All information or proceedings regarding any complaint shall be kept confidential by all parties involved to the extent allowable by law.
 - 1.3 Complaints which are based on rumor, innuendo, withdrawn, or shown to be false, shall be discarded and the matter will be dropped.
 - 1.4 Bargaining unit members are entitled to have an Association representative present at all levels of the procedure.
 - 1.5 Any resolution reached at any level cannot violate this Agreement or the Education Code.
 - 1.6 Nothing in this article shall conflict with the Uniform Complaint Procedure.
 - 1.7 Nothing in this article shall prevent or prohibit the District from complying with legal mandates requiring action on complaints involving child abuse, sexual misconduct or drug offenses.
2. Informal Level
 - 2.1 The District will recommend the complainant attend a meeting with the unit member to attempt to orally resolve his/her concerns.
 - 2.2 If the complaint is not resolved, the complainant shall submit the complaint in writing to the immediate supervisor.
 - 2.3 The written complaint shall be reported to the bargaining unit member by the immediate supervisor within three (3) days of its receipt. A copy of the complaint shall be provided to the bargaining unit member, within the three (3) day timeline. Upon receiving the complaint, the unit member may respond in writing within five (5) workdays.
 - 2.4 The written complaint must include the name of each employee involved and a brief but specific summary of the complaint and the facts surrounding it. It must also include a specific description of prior attempt(s) to resolve the matter.
 - 2.5 The immediate supervisor shall investigate the complaint and attempt to resolve the matter informally to the satisfaction of the persons involved through a resolution conference. If the complaint is resolved at this level, the immediate supervisor will so advise the parties in writing. All parties must be notified within (10) ten days of the resolution conference.
 - 2.6 The informal level may be skipped when there is a complaint which is so egregious that it may only be appropriately resolved at the Superintendent level. Such complaints include complaints of physical abuse, sexual misconduct, or other illegal activity.

3. Superintendent Level

- 3.1 If the complaint is not resolved at the informal level, either party may refer the written complaint, together with a written request for further consideration, to the Superintendent.
- 3.2 This request must be filed within five (5) days of the end of receipt of the immediate supervisor's written response from Section 2.5 above.
- 3.3 The Superintendent shall investigate the complaint and issue a written opinion of the matter.

4. Governing Board Level

- 4.1 If unsatisfied with the Superintendent's decision, either party may appeal to the Governing Board to resolve the complaint.
- 4.2 The bargaining unit member may choose an executive or open session of the Board for consideration of the matter.
- 4.3 All parties involved, including the immediate supervisor, shall be asked to attend this Board session.
- 4.4 Either party may bring a representative(s) to the Board session(s).
- 4.5 The Board shall make a final decision regarding the matter, and the decision of the Board shall be final and shall not be revisited.

Article XX
Grievance Procedure

1. **Definitions**

1. A “grievance” is a claim by one or more unit members or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement
2. The “grievant” is the unit member, unit members, or the Association making the claim.
3. A “party of interest” is any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
4. An “immediate supervisor” is either the site administrator or administrator responsible for overseeing grievant’s position.
5. A “day” is defined for purposes of this article as any work day for the unit member.

2. **Purpose**

6. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to claims that there have been violations or misinterpretations of terms of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. **Informal Level**

7. Before filing a written grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor within ten (10) days of when he/she knew or should have known of the act or omission giving rise to the grievance.

4. **Formal Level**

4.1 Procedure

Level One: Immediate Supervisor

- 4.1.1 If not satisfied at the informal level, the grievant may present a written grievance to the immediate supervisor within ten (10) days of the informal conference with his/her immediate supervisor. A copy of the grievance will be simultaneously provided to the Association. The immediate supervisor shall meet with the grievant within ten (10) days of receipt of the Level One written grievance. The immediate supervisor shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within seven (7) days of such meeting.
- 4.1.2 If the grievant is not satisfied with the disposition of the grievance, or of no disposition has occurred within seven (7) days of the

presentation of the grievance, the grievance may be appealed to Level Two within ten (10) days.

Level Two: Superintendent

- 4.1.3 The Superintendent or his/her designee shall meet with the grievant and/or designated Association representative within five (5) days of receipt of the Level Two grievance appeal and shall provide a written disposition of the grievance, including the reasons therefore, to all parties of interest within seven (7) days of such meeting.
- 4.1.4 If the grievant is not satisfied with the disposition of the grievance or if no disposition has occurred within seven (7) days of such meeting, the grievant may within ten (10) days request the Association submit the grievance to mediation. Mediation may be waived only if mutually agreed to by both the Association and the District.

Level Three: Mediation

- 4.1.5 The Association shall request that a conciliator/mediator from the California State Mediation/Conciliation Service, or from any other mutually agreeable recognized dispute resolution center, be assigned to assist the parties in the resolution of the grievance as soon as possible.
- 4.1.6 If a mediated agreement is reached, the agreement shall be reduced to writing and shall be signed by the grievant, the Association and the District. This Agreement shall be nonprecedential and shall constitute a settlement of the grievance.
- 4.1.7 In the event that the grievant and the Superintendent or his/her designee have not resolved the grievance with the assistance of the conciliator/mediator within ten (10) days from the first meeting held by the conciliator/mediator, the Association may terminate Level Three and the grievance may proceed to Level Four unless both parties agree to additional mediation.

Level Four: Binding Arbitration

- 4.1.8 If the Association wishes to proceed to arbitration, it shall notify the other party in writing within ten (10) days of termination of Level Three mediation. Within ten (10) days of such notification, representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator within the specified period, the Association shall file a Demand to Arbitrate with the American Arbitration Association. The selection of the arbitrator and the arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Association and District shall each pay one half (1/2) of any charges required by the American Arbitration Association for services rendered.

4.1.9 The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. Jurisdiction shall extend only to claims of violations of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement. The decision of the arbitrator shall be submitted to the Association and the District and will be final and binding upon the parties.

4.1.10 All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, and the cost, if any, of a hearing room or court reporter, shall be borne equally by the District and the Association. All other costs, except for released-time for the grievant(s), Association representative(s), and witnesses, shall be borne by the party incurring them.

5. Time Limits

5.1 Time limits provided for at each level shall begin the day following receipt of the grievance appeal or written decision.

5.2 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered the maximum and every effort should be made to expedite the process. The time limits may, however, be extended in writing by mutual agreement.

6. Rights of Representation

A grievant may be represented at all stages of the grievance by an Association representative(s).

7. Miscellaneous

7.1 The Association may initiate a grievance at Level Two.

7.2 If a grievance arises from action or inaction of the District at a level above the principal or immediate supervisor, the grievance can commence at Level Two.

7.3 When it is necessary for a representative designated by the Association to attend a grievance meeting or hearing during the day, he/she shall be released without loss of pay in order to permit participation in the foregoing activities. Any unit member who is requested to appear in such meetings or hearings as a witness will be accorded the same right.

- 7.4 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and will not be kept in the personnel file of any unit member.
- 7.5 Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the District and Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- 7.6 Upon mutual agreement of the Association and the District, a grievance may be taken directly to arbitration by by-passing levels #1 through #3.
- 7.7 A unit member may at any time present grievances to the District, and have such grievances resolved, without the intervention of the Association, as long as the resolution is reached prior to arbitration and such resolution is not inconsistent with the terms of this Agreement. If any employee presents a grievance on his/her own behalf, the Association shall have the right, within the confines of the timelines, to be present and state its views at all grievance meetings. If the parties agree to a resolution of the grievance, the grievance chair will receive a copy of the grievance and the proposed resolution and will be given the opportunity to file a response.
- 7.8 No reprisals shall be taken for participating in the grievance process or procedure.
- 7.9 All grievances related to safety shall be copied to the Superintendent's office.

Article XXI
Transfer and Reassignment

1. Definitions

Assignment – The continued placement of a returning unit member in his/her existing position for the coming school year. An assignment does not include duties that are voluntary in nature.

Transfer – A change from one site to another.

Reassignment – A change from one grade level to another or one subject to another at the same site.

Voluntary Reassignment or Transfer – A reassignment or transfer that is requested by the unit member or is agreed upon by both the unit member and the District.

Involuntary Reassignment or Transfer – A reassignment or transfer required by the District.

Vacancy/Opening – An unfilled unit position (either existing or newly created).

Seniority – The unit member's initial date of paid service in probationary status with the District. A unit member on an approved paid leave of absence shall continue to earn seniority while on such leave.

2. Procedure

2.1 Assignment/Reassignment

2.1.1 All unit members shall be notified in writing of their assignment/reassignment to grade level or subject area, on or before the last certificated teacher workday. Bargaining unit members who are subject to a reassignment shall be consulted prior to such change. If a reassignment is made, the District shall provide at least two weeks written notice to the unit member prior to the commencement date of the new assignment, unless the District and unit member agree to a shorter period of time.

2.2 Posting of Vacancies

2.2.1 During the school year, the Superintendent or his/her designee shall post a notice of all certificated employee vacancies occurring in the bargaining unit. These notices shall be posted in each faculty lounge and the posting shall remain for a minimum of five (5) working days. Any member of the bargaining unit may apply for transfer and/or reassignment to the vacant position within five (5) working days of the Notice of Vacancy.

2.2.2 In the event that a vacancy occurs during the school year, the District will have the option of advertising the vacancy externally or by filling the

position internally. If filled externally, the position shall become a vacancy at the end of the year and be filled through the regular procedures.

- 2.2.3 The District will post all certificated employee vacancies during the summer up until two weeks prior to the start of the teacher work year. If a bargaining unit member would like to be notified of openings, he/she shall notify the District and provide the District with a current email or mailing address for notification and shall have ten (10) days from the date of posting to respond.
- 2.2.4 The posted notice of vacancy under this section shall define the opening, the filing deadline for requests and shall include the position description and location, grade level or subject matter assignment and credential requirements.

2.3 Voluntary Transfers/Reassignments

- 2.3.1 Intent to return forms shall be sent to all bargaining unit members by March 15th each year. These forms will include a request for preferences for assignments for the following year. These preferences shall be considered when making preliminary assignments for the following school year.
- 2.3.2 All requests for voluntary transfers and/or reassignment shall be considered based on the following non prioritized criteria:
 - a. Vacancies;
 - b. Educational needs of the District;
 - c. Credentials to perform the required services;
 - d. Experience within the grade level and/or subject area;
 - e. District-wide seniority and training;
 - f. Welfare of the unit member.
- 2.3.3 A bargaining unit member requesting a reassignment will be notified in writing of the decision within ten (10) days of the request. If a voluntary reassignment request is denied, the unit member shall receive a written statement of reasons for the denial and may request a meeting with the administrator.
- 2.3.4 Any openings that are determined after the notification of preliminary assignments will be posted within the District. Employees of the District, meeting the qualifications, shall be given consideration for the assignment for which they apply. Voluntary reassignment or transfer requests will be given priority consideration prior to opening vacancies to outside persons.

The District agrees that prior to hiring anyone for a certain position, the District will screen all District applicants and interview all who meet the minimum qualifications and submit a complete application. Interviewees will be notified in writing of the District's decision.

2.4 Involuntary Transfers and Involuntary Reassignments

- 2.4.1 Involuntary transfers and reassignments will be made when necessary by applying the transfer and reassignment criteria items (a) through (f) above.
- 2.4.2 An employee who is to be involuntarily transferred or reassigned shall be given the reason(s) for the transfer or reassignment in writing.
- 2.4.3 An involuntary transfer or reassignment shall not result in the loss of compensation, seniority, or any economic benefit to a unit member.
- 2.4.4 In the case of a decrease in the number of students or the elimination of program(s), the District shall seek voluntary transfers prior to making an involuntary transfer under this section.
- 2.4.5 When transfers or reassignments are necessitated by Education Code driven layoffs, this section shall not apply.
- 2.4.6 No unit member will be involuntarily transferred if that unit member has been involuntarily transferred within a period of twenty three months of notification of the involuntary transfer.

2.5 Classroom Change

2.5.1 When a unit member is required to move to a new classroom, the District will provide up to 10 boxes (banker sized boxes) for the unit member's classroom materials. These boxes must be returned to the district within 5 working days of the first day of the new assignment. The District will transport the classroom materials to the unit member's new room. Unit members are responsible for packing and unpacking all boxes.

2.5.2 When a bargaining unit member is involuntarily required to change classrooms they will be paid a \$300 stipend for packing, unpacking and organizing their new classroom which shall be completed by the teacher outside of the contracted day.

Article XXII Safety Conditions

1. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety or well-being. Any condition that is considered unsafe shall be reported in writing to the immediate supervisor immediately. Upon notification the employer shall eliminate or correct any unsafe or hazardous condition. The bargaining unit member filing the complaint shall be advised in writing within five (5) working days as to the District's action regarding the complaint.
2. Each classroom and major work area shall have telephone access to the central office and access to an outside line.
3. The District shall attempt to keep all school grounds and facilities free of unwanted rodents, pests and insects. If insecticides or poisons are used, the District shall notify bargaining unit members of the names of the chemicals used in advance of their use in accordance with the law. The District shall apply them only at times when unit members and students are not present and allowing sufficient time for the effects to wear off.
4. A teacher may use reasonable force as is necessary to protect him-/herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of dangerous objects upon the person or within control of the student.
5. The District recognizes its duties and obligations regarding student discipline pursuant to Education Code sections 48900 through 48915. The District recognizes its obligations under the above referenced Education Code sections and will enforce those provisions in order to protect both students and unit members.

Each school site shall prepare a student discipline policy and/or handbook which describes the expected conduct of students, the consequences for misconduct and the steps in the student discipline process.

6. It is the belief of the Association and the District that student achievement is enhanced when parent/guardian involvement is increased. The Association and District are committed to increasing parent/guardian participation in the education of students. With the active involvement of parents/guardians comes an increase in visitors to the school site. To that end, in order to support the needs and rights of the parents/guardians and unit members and to ensure the safety of students and bargaining unit members, the following procedures shall be followed:
 - 6.1 Parents/guardians wishing to review materials for use in their student's classroom shall provide a written request to the student's teacher(s) to come to the school to review the materials. Such review shall not take place during the bargaining unit member's duty free lunch-time or any other duty free break times during the workday.
 - 6.2 Parents/guardians wishing to observe in a bargaining unit member's classroom shall provide a written request at least 24 hours in advance of the

requested observation. Upon the bargaining unit member's agreement as to the date of an observation, the parent/guardian may observe the classroom at any time during the student instructional day for up to one hour, one lesson, or one period, whichever is longer. Observation time may be extended upon mutual agreement between the bargaining unit member and the parent/guardian.

- 6.3 If during the course of an observation, the parent/guardian presence becomes disruptive, the bargaining unit member shall have the authority to tell the parent/guardian to leave the classroom. The unit member shall report any such incidents to the site administrator as soon after the incident as possible.
 - 6.4 A disruptive parent/guardian who was previously removed from the classroom shall not be allowed to observe the bargaining unit member's classroom again unless agreed to between the bargaining unit member and the site administrator.
 - 6.5 Parent/guardian coming onto a worksite for any purpose shall check in at the main office prior to visiting any other location at the site. Personnel in the main office shall contact the bargaining unit member to be visited before the parent/guardian is allowed to leave the office to go to the bargaining unit member's work location at the site.
7. The District shall provide secure storage space for the bargaining unit members' personal property.
 8. The District shall provide bargaining unit members written authority to take students on a field trip. All field trips are a school sponsored activity.
 9. Bargaining unit members shall immediately report cases of assault suffered by them in connection with their employment to their site administrator or immediate supervisor, and shall immediately report the incident to law enforcement authorities if deemed appropriate by the bargaining unit member. Such notification shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the bargaining unit member for information in the possession of the District relating to the incident or the persons involved.
 10. Whenever any bargaining unit member is attacked, assaulted, or physically threatened by any student, it shall be the duty of the bargaining unit member and the duty of any person under who is directing or supervising the bargaining unit member to promptly report the incident to the appropriate law enforcement authorities of the county or city in which the incident occurred (Education Code Section 44014). No sanctions shall be imposed against a person under a duty to make a report.
 11. The District shall provide in-service training on a voluntary basis to unit members wishing training on how to subdue assaultive students, break up student fights, and use conflict intervention skills.

12. The District shall notify unit members in accordance with Education Code Section 49079 of a record of conduct demonstrating that a student has caused, or attempted to cause, serious bodily injury.

Article XXIII Shared Contracts

1. The purpose of shared contracts is to provide options for a unit member to share responsibility of a full-time position with no more than one other qualified certificated employee.
 - 1.1 The primary criteria for approving shared contracts shall be successfully meeting the educational needs of students and will ensure the other provisions of BP 4113.1 are met.
 - 1.2 Applications for share contracts shall be made through the site principal to the Superintendent or designee by March 1 of the year preceding the year in which the partial assignment is desired. A Percent/Part-Time Contract Application form shall be completed (Appendix D-1).
 - 1.3 Teachers desiring a shared contract shall apply for a partial leave of absence for the portion of the contract they wish to vacate.
 - 1.4 Teachers may only share a contract for one of their existing positions.
 - 1.5 Request for partial contracts shall be submitted to the site administrator for initial approval. Upon initial approval, the site administrator will forward the request to the Superintendent or designee for conditional approval by the Board. The Board may conditionally approve the request based upon the availability of a part-time position or, finding another employee to work the remainder of the position when a full-time equivalent position is needed by the District. The proposed division of the contract must be approved by the site administrator who shall then make his/her recommendation to the Superintendent.
 - 1.6 The District has the exclusive right to approve job share requests. The District shall approve or deny job share requests by no later than May 1st. If the request is denied, the affected bargaining unit members may request the reasons for denial in writing.
 - 1.7 Upon conditional approval of the Shared Contract Application (Appendix D-1), the unit members shall submit a signed, Shared Contract Agreement (Appendix D-2) and written job share plan to the site administrator and Superintendent or designee for final approval by the Governing Board by June 30th.

2. Job Share Plan

Once a job share partnership is approved, the unit members must submit a written plan for the sharing of a contract. The written plan must include:

- 2.1 A description of how the position will be split.
- 2.2 The proposed site.

- 2.3 The proposed grade level.
 - 2.4 The proposed allocation of benefits, subject to any requirement imposed by the insurance carrier for such benefits.
 - 2.5 A description of how full responsibility for the total classroom and instructional plan will be assumed by the unit members.
 - 2.6 A working calendar.
 - 2.7 Acknowledgment that both unit members must take an active part in parent conferences, open house, and back-to-school nights unless sharing a contract on a trimester basis. Both unit members also may be expected to attend specific in-service meetings and to work a full day on at least the first two (2) days of the first week of school. Each unit member acknowledges that unit members may be asked to attend meetings on nonscheduled days at the discretion of the principal when necessary and unit members will make every reasonable effort to attend such meetings.
 - 2.8 Communication between job share participants is critical. Each plan shall clearly and specifically address how this shall be accomplished.
3. Renewal of Shared Contracts
 - 3.1 All partial leaves of absence shall be considered as one-year positions with no automatic right to an extension.
 - 3.2 By March 1 of the year in which the shared contract occurs, the teacher(s) shall inform the site administrator and the District's Superintendent or designee in writing if they wish to apply for an extension of the agreement. Both the site administrator and the Superintendent or designee shall have full discretion to decline to extend the leave.
 - 3.3 Such extensions shall be considered on a case-by-case basis and are not automatically renewed.
4. Provisions of a Shared Contract
 - 4.1 Employees in a shared contract arrangement shall have on file in the District's Human Resources Department a signed, shared contract agreement which clearly delineates the duties and responsibilities of each party. The contract shall not be valid until both the site administrator and the Superintendent or designee have approved the terms of the agreement and the Governing Board has granted final approval.
 - 4.2 Unit members sharing an assignment shall accrue sick leave and other leave benefits prorated based on their FTE.
 - 4.3 All shared contracts are restricted to no more than one (1) benefit package per FTE not to exceed the current benefit cap. However, partners may allocate

those benefits among themselves to the degree that is allowed by the insurance carriers and pay the remaining portion should they desire. If an employee is at or above 50% and opts out of District health benefits, any applicable opt out fee charged by the insurance carrier will be deducted from the applicable benefit cap.

- 4.4 Whenever one of the unit members sharing an assignment is absent, the other unit member shall make every reasonable effort to perform the substitute teaching duties. For this service, his/her pay shall correspond with the substitute pay for day to day substitutes. If an absence extends beyond two (2) consecutive weeks, he/she shall receive his/her regular daily rate beginning with the first day of substitute service.
- 4.5 When one partner to a shared contract is unable by reason of disability or other circumstance to continue under the shared contract agreement, the other partner is responsible for returning to full-time. Should such return be blocked by personal circumstances permanently, the partner shall be responsible for temporarily becoming full-time while other arrangements are made.
- 4.6 When transfers and reassignments are necessary, it shall be the position the unit members are actually working in which controls potential transfer and reassignment. For example, the six (6) criteria used to make transfers and reassignments under this Agreement shall be applied based on the unit member whose position is being shared.
- 4.7 Movement on the salary schedule for a job share team member shall be based on the same criteria applied to other unit members for column advancement on the salary schedule.
- 4.8 Job share employees shall earn experience credit toward step advancement on the salary schedule based on the percentage of the position held. Advancement on the salary schedule shall only occur in one (1) year increments. For example, a member serving in a .60 job share position for two (2) consecutive school years will advance one (1) step on the salary schedule upon completion of the second year of service. That member would retain .20 credit to be added to subsequent service credits if applicable.
- 4.9 Employees on a shared contract shall be limited to ten percent (10%) of the total FTE of self-contained classroom teachers in the District.
- 4.10 Both partners are responsible for all mandatory teacher professional development workdays and all partners are responsible for sharing staff meeting information with each other.
- 4.11 In the event that a job share partnership is discontinued, the participants may remain at the same school, or be transferred to another school, at the District's discretion.

Article XXIV
Beginning Teacher Support and Assessment

1. Beginning Teacher Support and Assessment (BTSA) support providers shall be selected from those candidates submitting the Tri-County Support Provider application by March 15 and who meet the following criteria:
 - ◇ Recent experience in grade level
 - ◇ Minimum of five (5) years teaching experience as a fully credentialed teacher
 - ◇ Demonstrated success as a classroom teacher
2. Selected support providers shall be notified by May 15 of any year for the next year's assignment. Support providers shall be assigned no more than three (3) BTSA participants. Support providers shall be appointed to a two (2) year term.
3. The District and PLTA agree to use the Tri-Counties BTSA support materials
4. The participant or the support provider may request to the coordinator a change in assignments.

Article XXV
Salary

1. Service Credit

1.1 Credit for service outside the District for initial placement on the salary schedule shall be allowed at the rate of one (1) increment (step) for one (1) year of prior service. Private and non public school experience for step increment on the salary schedule shall be accepted, providing the school was state accredited and the unit member in question held a valid credential at the time of the teaching experience. A year of service is defined as working 75% of the regularly scheduled work year. This shall not supersede Article XXIII Shared Contracts, specifically section 4.8.

2. Salary Schedule Implementation

2.1 The annual salaries set forth in this Agreement shall be paid in ten (10) or twelve (12) installments, payable on the last working day of the month with appropriate deductions as mutually agreed between the District and Association.

2.2 Unit members selecting payment of wages in twelve (12) paychecks, will receive the first of 12 paychecks on the last working day of August and the 11th and 12th paychecks the last working day of June.

2.3 Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, including Federal and State Income Tax and State Teachers Retirement System.

2.4 Unit Members may earn units to move columns on the salary schedule. These units must be preapproved by the Superintendent. Only graduate level courses will be accepted. All unit members with a valid California Teaching Credential will be granted a minimum of 30 units for purposes of initial placement on the salary schedule.

2.4.1 Courses must be completed by the first day of school to count towards salary advancement.

2.4.2 Unit Members must inform the Personnel Office by August 1 of classes completed or to be completed to ensure proper placement on the salary schedule.

2.4.3 Unit Members must submit transcripts verifying courses completed by October 1.

2.4.4 Unit Members will be responsible for repaying the difference of salary if the units are not confirmed by October 1.

2.5 All unit members shall advance one (1) vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their class. A year of service is defined as 75% of the regularly scheduled work year. This shall not supersede Article XXIII Shared Contracts, specifically section 4.8.

- 2.6 The parties agree that section 2.5 is properly interpreted to mean that whenever employees who have not been able to advance vertical steps on the salary schedule due to being at the maximum step for their column, earn additional credits in order to move over to the next column, they shall at that time be placed at the proper step based upon their years of service. In other words, if an employee remains on step 7 of column D for two years, if/when they acquire the credits necessary to move to column E, they shall be placed at E, Step 9.
3. Annual Salary
 - 3.1 Wages for Unit Members shall be paid in accordance with the Plumas Lake Elementary School District Certificated Salary Schedule – Appendix B.
4. Mileage Rate
 - 4.1 The District agrees to pay unit members the current IRS rate per mile for the use of personal vehicles in the performance of work assignments or other district related business.
5. Daily Wages Rate
 - 5.1 Daily Wages Rate – Daily wages will be computed by dividing the unit member’s annual wage by the number of work days.
6. Hourly Wages Rate
 - 6.1 Hourly Wages Rate – Effective December 1, 2015 hourly wages will be computed by determining the unit member’s daily rate, then dividing the daily rate by seven and a half (7 ½) hours.
 - 6.2 Hourly Wage Rate will be paid for any teaching time approved by the Superintendent or designee beyond the regular work day and/or work year.
7. Stipends
 - 7.1 Coaches shall be paid \$750 per sport beginning July 1, 2013.
 - 7.2 Athletic Director Stipend of \$2,000 per year beginning July 1, 2014.
 - 7.3 The superintendent or designee may offer stipends for voluntary staff development or other nonteaching projects that are not subject to the hourly wage rate described in section 6.2.
 - 7.4 Masters Stipend of \$1,000.
 - 7.5 Special Education Teachers will receive a \$1,000 stipend. Special Education teachers will not be limited by Article XV Articles of Work paragraph 3.
8. Middle School Preparation Period Buy Out
 - 8.1 Middle school teachers who agree to be assigned an additional course (6 out of 6 periods) to be taught long term during their preparation period, will be paid 1/6 of their annual salary prorated from the first day of teaching the extra period. This will be in place to compensate teachers for the additional time needed for preparation outside of the school day.

Article XXVI
Fringe Benefits

1. Coverage

- 1.1 The District shall provide health, dental, and vision benefits to eligible unit members and their eligible dependents, including domestic partners and their eligible dependents. An eligible unit member is a member that is employed full-time or a part-time unit member as specified in 1.5 below.
- 1.2 The plan provider shall be Tri-Counties School Insurance Group (TCSIG). Any change in providers shall require negotiations between the parties. If PLTA requests to negotiate a change in providers the parties shall meet to bargain within 20 workdays. Any group plan modification shall include discussions between the District and PLTA. Discussions shall begin within 20 workdays of TCSIG's notification of plan rates for the following benefit year to the parties.
- 1.3 If a unit member elects to upgrade their insurance to a premium level greater than the amount specified in Section 1.4, the unit member will pay additional cost.
- 1.4 The District's contribution for a unit member's benefits through Tri-Counties School Insurance Group (TCSIG) shall be \$1000 per month up to \$11,000 per year.
- 1.5 A unit member employed part-time, but no less than 50% for the school year shall, be eligible for a pro rata share of the annual contribution for benefits as described in 1.4 above to be used for medical, dental, and vision benefits.
- 1.6 Unit members shall be eligible for benefits as of the first of the month following the date of employment through the last day of the month in which employment terminates.

2. Duration of Benefits

The benefits provided in this Article shall remain in effect as provided herein.

- 2.1 A unit member on paid leave from the District will be allowed to continue her/his existing level of medical, dental and vision coverage as in Section 1 above at the pro rata premium rates provided in this Article.
- 2.2 A unit member on unpaid leave from the District shall be allowed to continue her/his existing level of medical, dental and vision coverage as in Section 1 above of this Article at the employee's expense. The premiums shall be paid annually in advance or by monthly post-dated checks filed with the District.

Article XXVII
Class Size

- 1.1 The District average shall not exceed the following class sizes:
Class sizes:

Transitional Kindergarten – grade 3	22 students
Kindergarten – grade 3	24 students

- 1.2 The District shall not exceed the following class sizes:

Grades 4 – 8	33 students
Special Day	20 students
P.E. (grades 6 – 8)	36 students

2. Because of their unique characteristics, instrumental music and chorus are excluded from the class size maximums.
3. For safety reason, no class size shall exceed the number of work stations in the classroom. Adequate equipment, materials, and supplies shall be provided at each school site for each class.
4. The agreed upon class sizes may be exceeded during the first 3 weeks of any school year to account for variances in student enrollment.
5. Bargaining unit members shall be paid a \$50 monthly stipend for each month they have a student over the above class sizes for ten (10) or more days. For each additional student added to that same class, an additional \$25 a month per student would be paid to that bargaining unit member

APPENDIX A
PLESD EVALUATION DOCUMENT

Instructional Lesson

With an understanding of grade level standards, unit members shall develop a cognitive lesson plan with a clear objective. The instructional lesson shall include an objective, direct instruction, activities, and informal assessments. The unit member shall use strategies that are differentiated for the needs of students, shall check for understanding, give feedback, and provide closure that is congruent to the lesson objective.

Classroom Management

Effective classroom management is a unit member's planning and implementation of effective instructional strategies that support self-directed and self-managing student behaviors; combined with the organization of students, space, time, and materials so that student learning can take place.

Assessment:

Assessment is based on learning targets that have been identified as the specific knowledge and skills students need to master. The analysis shall be based on informal and formal assessments directly related to the instructional lesson and lesson objective observed. This data yields a deeper and more meaningful understanding of what students know and are able to do. Unit members shall reflect throughout the lesson using informal assessments to drive further instruction. After the lesson, the unit member shall review the lesson presentation, shall determine modifications, if needed, and decide a future course of action. Student results shall not be used for evaluation purposes, but must be used as evidence in teacher reflection.

Professionalism, Communication, and Collaboration: (Self Evaluation):

Unit members shall display professional behavior and collegiality. Unit members shall be engaged participants in staff development, grade level/department meetings, academic conferences, and other meetings focused on student achievement. Unit members shall communicate with parents/guardians of students in their classroom. One type of communication shall focus on communicating with the entire class, grade level and/or subject matter. Communications with parents/guardians may include newsletters, group emails, a web site, and/or other means. Unit members shall communicate student progress with parents/guardians in the form of parent conferences, phone calls, emails, and/or ABI reporting.

PLESD EVALUATION DOCUMENT

Teacher Name _____

Evaluator _____

Site _____ Grade Level _____

Date _____

Check one of the following expectations for each area of focus:

Expectations	Exemplary	Accomplishing Expectations	Approaching Expectations	Not Meeting Expectations
Area of Focus	Expectations are being met or exceeded. This is an area in which the unit member can be a model and mentor to others.	Expectations are consistently being met in all aspects.	Expectations are being met in most aspects. Some improvement is needed. Professional growth goals shall be developed.	Improvement is needed. A personal improvement plan including professional growth goals shall be developed. Reevaluation shall occur in three school months.
Instructional Lesson				
Classroom Management				
Assessment				
Professionalism (Self-Evaluation)				

Narrative (Evidence of strengths and areas of growth):

Future Focus:

Professionalism Self-Evaluation Narrative:

Evaluator Response to Self Evaluation:

Overall Rating:

Evaluator Signature _____ Date: _____

Unit Member Signature _____ Date: _____

Appendix B
Plumas Lake Elementary School District
2017/2018 Certificated Salary Schedule

	C	D	E	F
	BA + Credential	BA + 45	BA + 60	BA + 75
1	\$ 45,261	\$ 45,261	\$ 45,261	\$ 45,261
2	\$ 46,898	\$ 47,836	\$ 50,182	\$ 52,531
3	\$ 48,531	\$ 49,469	\$ 51,817	\$ 54,164
4	\$ 50,164	\$ 51,103	\$ 53,449	\$ 55,798
5	\$ 51,798	\$ 52,736	\$ 55,084	\$ 57,432
6		\$ 54,370	\$ 56,719	\$ 59,066
7		\$ 56,004	\$ 61,241	\$ 63,704
8			\$ 62,955	\$ 65,418
9			\$ 64,670	\$ 67,133
10			\$ 66,620	\$ 68,848
11				\$ 70,326
12				\$ 71,804
13				\$ 73,283
14				\$ 74,761
15				\$ 76,239
16-18				\$ 77,819
19-21				\$ 80,932
22-24				\$ 84,168
25-27				\$ 87,536
28+				\$ 91,037

***Units are post baccalaureate (graduate) level units. New units must be preapproved by the district.**

Revised	2/15/2018			
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APPENDIX D
SHARED CONTRACT APPLICATION

PERCENTAGE PART-TIME CONTRACT APPLICATION

School Site _____ Grade/Subject _____ School Year _____

Name _____ Date _____

1. Current percentage of employment: _____%

2. Type of contract requested:

- Regular Leave of Absence
- Shared Contract
- Partial Contract (single subject)

3. Percentage requested: _____%

4. Requested work schedule:

- Trimester: 1st 2nd 3rd
- Half Days: a.m p.m.
- Alternating: Days Weeks
- Other: (please describe) _____

Requested partner: _____ Unknown to date

NOTE: A Shared Contract Agreement is to be completed, if appropriate.

Applicant's Signature

Principal's comments and or Endorsement:

APPENDIX D
SHARED CONTRACT APPLICATION

PERCENTAGE PART-TIME CONTRACT APPLICATION

School Site _____ Grade/Subject _____ School Year _____

Agreement of a shared contract between _____
and _____

1. Participants' workdays will be scheduled in agreement with the site administrator. Both participants will be required to work the first five (5) instructional days of the contract period.
2. This agreement is for the _____ school year only.
3. Each participant will participate in all scheduled activities as described and approved in negotiated contract.
4. Each participant will attend scheduled "Back to School Night", "Open House" and "Parent Conferences".
5. Each participant will be responsible for all official records.
6. Each participant will be required to attend and participated in all site or district professional development days.
7. Should either participant be unable to fulfill his/her teaching obligation for any reason which might include, but not limited to death, prolonged illness, or resignation, the other participant shall assume full-time responsibility for the assignment if possible based on approved negotiated contract.
8. If and when a substitute is required, the other participant will assume responsibility for the class if at all possible.
9. Salary, sick leave, benefits and the districts contribution to health benefits will be prorated.
10. In the event that a job share partnership is discontinued, the participants may remain at the same school, or be transferred to another school, at the district's discretion. Teachers in a discontinued job share will be eligible for employment based upon their retiring equivalency on the seniority list.

I accept the above provisions and restrictions of a divided job assignment.

Teacher Signature *Date*

Principal Signature *Date*

Superintendent Signature *Date*

Sick Leave – may be used for time taken off from work by an employee to attend to an illness of a child, parent, spouse, or domestic partner of employee. The Superintendent or his/her designee may require a physician’s verification of illness if an employee has been on sick leave for five (5) or more consecutive days or anytime the Superintendent or designee reasonable suspects that sick leave is being or has been abused

Personal Necessity Leave – Sick leave may be used at the employee’s election, for purposes of personal necessity, provided that use of sick leave does not exceed seven (7) days in a school year. For purposes of personal necessity leave, “immediate family” means mother, father, guardian, grandmother, grandfather, brother, sister, spouse, son, son-in-law, daughter, daughter-in-law, step-child, step-parent, grandchildren, mother-in-law, father-in-law, or any relative living in the household of the employee. The employee shall not be required to disclose the reason for the personal leave but will be required to verify that it was not used for an improper purpose. The Superintendent or designee has the right to require employee verification of the use of personal necessity leave per Education Code section 44981. Under all circumstances, an employee shall verify in writing that sick leave for personal necessity was not used for vacation, recreation, seeking or engaging in other employment, to extend a holiday or weekend, or for concerted activities against the District.

Bereavement Leave – In the event of death in the immediate family of an employee five (5) days paid leave shall be granted. For purposes of bereavement leave, “immediate family” means the same as defined under personal necessity leave and also includes the grandmother, grandfather, or grandchild of the spouse of the employee.

For sick leave, failure of the employee to obtain the certification of a licensed physician when required shall result in the absence being charged to unpaid leave, and may be grounds for disciplinary action.

In the event that there is a concerted withdrawal of services by employees, it shall be the district’s policy to require a physician’s certification from an employee who is absent on the date of such withdrawal or services, and who applies for sick leave benefits.