

# **AGREEMENT**

**between the**

**Trinidad Union School District**

**and the**

**Trinidad Teachers Association**

***July 1, 2025***

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## **PREFACE**

This edition of the Agreement between the Trinidad Union School District (TUSD) and the Trinidad Teachers Association (TTA) replaces editions published prior to July 1, 2023.

## **ARTICLE 1: Agreement**

1. The Board of Education of the Trinidad Union Elementary School District (TUSD) of Humboldt County, State of California, hereinafter referred to as the "District;" and the Trinidad Teachers Association/CTA/NEA (TTA), hereinafter referred to as the "Association," agree that the Articles contained in this Agreement constitute a bilateral agreement entered into pursuant to the Educational Employment Relations Act (Government Code Section 3540 et seq.).
2. This agreement shall be in effect from July 1, 2025 through June 30, 2026.

## **ARTICLE 2: Unit Description**

1. The bargaining unit represented by the Association includes all certificated grade TK-8 teachers, including resource teachers, counselors, speech teachers, and music or art teachers whose employment is based upon relevant credentials.
2. The bargaining unit represented by the Association excludes classified employees, administration, confidential employees and day-to-day substitute teachers, including substitutes for up to thirty (30) days duration.

## **ARTICLE 3: Non-discrimination**

1. The District and the Association agree to abide by applicable federal and state statutes covering illegal discrimination in employment.

## **ARTICLE 4: Association Rights**

1. Mail facilities. The Association shall have the right to use the District mail service and unit member mailboxes for communications to unit members without interference, censorship, or examination of such communications by the employer. The Association must adhere to the normal mail service schedule and all Association communications must be signed by the Association President or a prior approved Association designee or staff member of the Association.
2. Bulletin boards. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by unit members. The Association will restrict its bulletins to the Association's designated bulletin boards. Each notice posted must be signed by the

Association President or prior approved Association designee or staff member of the Association.

3. Use of buildings and equipment. The Association shall have the right to use school facilities and equipment during all reasonable hours for meetings and other Association activities. Any additional costs above normal shall be borne by the Association.
4. Access to the worksite. Authorized representatives of the Association shall have the right to transact official Association business on school property and utilize District facilities at all reasonable times provided that such activities or use do not interfere with classroom instruction.
5. Access to information. The Board, upon request by the Association, agrees to furnish to the Association within ten (10) days, all available information concerning the financial resources and professional staffing of the District. In addition, the Board, upon request, agrees to provide any other information the Association needs to fulfill its role as exclusive representative.

If the request requires data gathering and preparation, the Association shall state its need (that is, showing how it fulfills the need of the exclusive representative) and the Association shall work with the District in developing a timeline for the requested information that will recognize the limited administrative staff of the District.

6. Negotiation meetings. Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant release time without loss of compensation to no more than three (3) official negotiators of the Association for meeting and negotiating with official District negotiators.
7. Employee organization rights. The District and Association recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the right of employees to refuse to form, join, participate in employee organization activities, and in any way support employee organization activities.
8. Site Council representatives. The bargaining unit members shall select unit member representatives to school site councils, unit member representatives on committees to develop standards of proficiency, unit member representatives on any committee developing staff development programs, and unit member representatives on any school based program coordination committee. In addition, the bargaining unit members shall appoint unit member representatives to any ad hoc committee established by the District or any other committee

established under the Education Code.

### **ARTICLE 5: District Rights**

1. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law except as specified in other provisions of this Agreement.
2. Included in, but not limited to, those duties and powers are the exclusive right to:
  - 2.1. determine the times and hours of operation, except as noted under Article 23, Hours of Employment
  - 2.2. determine the kinds and levels of services to be provided and the methods and means of providing them
  - 2.3. establish its educational policies, goals and objectives
  - 2.4. ensure the rights and educational opportunities of students
  - 2.5. determine staffing patterns
  - 2.6. determine the number and kinds of personnel required
  - 2.7. maintain the efficiency of District operations
  - 2.8. determine the curriculum
  - 2.9. build, move or modify facilities
  - 2.10. establish budget procedures and determine budgetary allocation.
3. The Board shall consult/negotiate with the Association on those matters required by Education Code and/or PERB rulings.
4. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

5. The Board retains its right to amend, modify or rescind policies and practices referred to in this Agreement in cases of emergency or natural events over which the parties have no control.

#### **ARTICLE 6: Dues Deduction**

1. The District will deduct from the pay of Association members and pay to the Association normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the appropriate form approved by the Association subject to the following conditions:
  - 1.1. Such deduction shall be made only upon submission of the Association approved form by the employee to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.
  - 1.2. The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the tenth (10th) of the month to the designated representative of the District and said deduction shall commence with that month's pay period.
2. Upon appropriate written authorization from the employee, the District shall deduct from the salary of any employee and make appropriate remittance for annuities and group insurance plans.
3. The Association agrees to furnish any information requested by the District to implement this Article.
4. The District will deduct membership dues to an employee organization from the pay of bargaining unit members only to the Association. Deductions from the pay of bargaining unit members shall not be permissible to any other employee organization. For purposes of this Article, the term "employee organization" shall mean the same as the definition of employee organization under the Educational Employment Relations Act.

#### **ARTICLE 7: Grievance Procedure**

1. Purpose. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise, affecting the welfare or working conditions of teachers as provided in 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. Grievances are limited to within the "four walls" of this Agreement. A grievance is a claim by the Association or one or more unit members that there has been a violation, misinterpretation, or misapplication of a provision of this Agreement.

## 2. Informal pre-grievance process

- 2.1. Prior to the filing of any grievance form, the teacher, teachers, or official representative of the Association shall schedule a conference with the administrator to discuss the problem that could precipitate a grievance. The administrator shall have five (5) working days to consider the problem. The administrator may schedule a conference and/or present in writing a proposed solution.
- 2.2. If the representative of the Association meets with the administrator at this level, he/she shall clearly identify the individually affected unit member in order to permit the administrator to understand, clarify and study a possible remedy.
- 2.3. The unit member may be accompanied at all conference stages of the grievance procedure by an Association representative.

## 3. Formal grievance process

- 3.1. This process may take place only after the Informal Process has occurred.
- 3.2. Level I. Within twenty (20) working days after the occurrence of the act or omission giving rise to the grievance or after the grievant knew or should have known of the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance in writing on the appropriate form to his/her immediate supervisor. This statement shall be a clear, concise statement of the grievance, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought.
  - 3.2.1. The supervisor shall communicate his/her decision to the grievant in writing within ten (10) working days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.
  - 3.2.2. Within the above time limits, either party may request a personal conference.



- 3.2.3. Level I of the grievance procedure may be bypassed if the responsible administrator is above the supervisor or Principal.
- 3.3. Level II. If the grievant is not satisfied with the Level I decision, he/she may, within ten (10) working days, appeal the decision on the appropriate form to the Superintendent or the Superintendent's designee.
  - 3.3.1. The statement shall include a copy of the original grievance, the decisions rendered, and a clear concise statement of the reasons for the appeal.
  - 3.3.2. The Superintendent or the Superintendent's designee shall communicate his/her written decision to the grievant within ten (10) working days. If the Superintendent or the Superintendent's designee does not respond within the time limits provided, the grievant may appeal to the next level.
  - 3.3.3. Either the grievant, the Superintendent, or the Superintendent's designee may request a personal conference within the above time limits.
  - 3.3.4. If the decision by the Superintendent or the Superintendent's designee is acceptable to the grievant, the Superintendent shall take appropriate action to implement the decision.
- 3.4. Level III. If the grievant does not concur with the Level II decision, the grievant may appeal to the District's Governing Board or an advisory arbitration panel.
  - 3.4.1.1. District's Governing Board. The grievant can appeal to the Board of Education, in writing, within ten (10) working days of the receipt of the Superintendent's Level II decision. The Board shall, within forty-five (45) working days, agendize the appealed Level II grievance as part of the Board's regular meeting agenda. The Board may hear the appeal in either open or executive session. The Board shall have ten (10) working days after its meeting to render a final decision.
  - 3.4.1.2. An advisory arbitration panel. If the grievant and/or the Association is not satisfied with the disposition of the grievance, or if no disposition has occurred within ten (10) working days from receipt of the Superintendent's decision in Level II, the grievant may request the Association to submit

the grievance to the advisory arbitration panel.

- 3.4.1.2.1. If the Association proceeds to advisory arbitration, it shall notify the District in writing. The District will notify the arbitration panel members within five (5) working days.
- 3.4.1.2.2. The arbitration panel shall consist of the TTA President or a CTA consultant, the District's Chief Negotiator, or Superintendent's Designee and a neutral chairperson. The two above-named panel members shall select a neutral third member who shall serve as chairperson of the panel within three (3) working days upon receipt of the District notice. In the event no agreement can be reached, the California Conciliation Service shall be asked to provide a list of arbitrators to serve as chairperson.
- 3.4.1.2.3. The panel shall meet within fifteen (15) working days and shall issue its report within thirty (30) working days.
- 3.4.1.2.4. A majority vote of the panel shall serve as an advisory recommendation to the District's Governing Board. The panel recommendation shall be considered by the Board within forty-five (45) working days of receipt of the panel report.
- 3.4.1.2.5. The panel deliberation shall be informal with the two panel advocates presenting their case to the neutral chairperson. Witnesses shall be used at the request of either party, but the strict rules of evidence shall not be utilized by either party.

#### 4. Time limits

- 4.1. Time limits specified at each level shall begin the working day following receipt of the grievance, grievance appeal, or written decision.
- 4.2. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

- 4.3. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in harm to an aggrieved person, the time limits set forth herein will be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as it is practicable.
5. Rights of representation. A TTA representative may always accompany the unit member at all stages of the procedure if requested by the individual unit member.
6. No reprisals. No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or the Board of Education and no reprisals of any kind will be taken by any individual teacher, group of teachers or the Association.
7. Multiple grievances. If, in the opinion of the Association, the pending grievance has a wide effect and could create multiple grievances, the Association must inform the administrator at the pre-grievance conference. If the Administration is not notified, the grievance may not be expanded.
8. Released time. If it becomes necessary for a unit member to prepare evidence or attend a hearing in relation to a grievance, a reasonable amount of released time will be permitted with prior approval by the supervising administrator. Interruption of work time shall be held to a minimum.
9. Grievance file. Documents relating to a grievance proceeding shall be held in a separate file until the issue is resolved. If the grievance is resolved in favor of the employee, no material shall be transferred to a personnel file. However, if a grievance issue is not resolved in favor of the employee's point of view, the issue pertaining to personnel performance shall become part of the individual unit member's personnel file.
10. Grievance forms. All forms relating to the grievance procedure shall be agreed to by both the Association and the District, and the forms shall become an Appendix of this Agreement.
11. Direct arbitration. Upon mutual agreement between the Association and the Superintendent, a grievance may be taken directly to advisory arbitration.
12. Nonintervention. A unit member may at any time present grievances to the employer and have such grievances adjusted, without the intervention of the Association, as long as the adjustment is not inconsistent with terms of the

written agreement.

## **ARTICLE 8: Wages**

1. Certificated wages are determined by the Certificated Salary Schedule approved by TUSD and TTA.
2. The Salary Index for each year of the contract shall be attached as Appendix A and the current Salary Schedule as Appendix B.
3. Salary settlements summary
  - 3.1. Effective July 1, 2023, all Certificated Salary Schedules shall be increased by eight percent (8%).
4. Salary schedule implementation
  - 4.1. The annual salaries set forth in the Agreement may be paid in ten (10) or twelve (12) equal installments, payable on the last day of each month with appropriate deductions. The payment installment plan selected by each employee shall determine the plan. If a twelve (12) installment plan is selected, unit members, upon request, shall receive their July and August pay warrants on the last working day in June.

Unless otherwise agreed upon, pay for additional services will be included in the next regularly scheduled pay check.
  - 4.2. Mandatory deductions from gross earnings are those required by law, provisions of this Agreement, and include federal and state income tax and California State Teachers Retirement System (CalSTRS) deductions.
  - 4.3. Optional deductions are those deductions the unit member elects to have taken from their pay from approved deductions agreed to by the Administration and the Association.

Such authorizations shall remain in effect continuously until the District receives from the unit member a written notice withdrawing the authorization for a particular deduction.
5. Service credit
  - 5.1. Credit for service outside the District shall be allowed on the salary

schedule at the rate of one (1) step for one (1) year of service up to a total of five (15) years, as long as service was performed under a valid teaching credential.

- 5.2. Earned degrees received and units of study in an accredited institution of higher learning shall be allowed for initial placement and subsequent horizontal movement on the salary schedule.
- 5.3. Unit members who resign from the District and are subsequently re-employed shall be granted full experience credit.
- 5.4. Unit members whose initial District employment was in programs conducted under contract with public or private agencies or other categorically funded projects, and then were subsequently employed as probationary unit members with no break in service, shall be credited with the time served in the specifically funded program for salary schedule placement and advancement purposes.
- 5.5. All unit members shall advance one (1) vertical step on the salary schedule for each year of service in which the Unit member served at least 75% of the year, except those whose placement is at the maximum step for their class.
- 5.6. Course credit for salary placement and movement shall be given for upper division, graduate, or postgraduate coursework taken at four year colleges, universities, or graduate schools which are accredited by a regional accrediting commission approved by the District. Course credit must be directed toward the assignment of the teacher. Community college credit and undergraduate credit may be credited for placement if prior approval is obtained from the Superintendent.

Upon prior approval by the Superintendent, course credit for salary placement and movement may be-permitted for courses offered by other than four-year accredited institutions if the course is directed towards a specific course, curriculum, or activity being offered to TUSD students.

- 5.7. Semester hours (units) as defined by the particular accredited college or university will be acceptable for placement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by multiplying the total of such hours (units) by two-thirds ( $\frac{2}{3}$ ).
- 5.8. Unit members requesting horizontal movement on the salary schedule must file such requests with the Superintendent no later than October 1 of

each year.

- 5.9. Teachers planning horizontal movement on the salary schedule are requested to inform the Administration by April 1 to help in budget development.
- 5.10. Supporting official transcripts verifying post-graduate units of study that are to apply toward such a reclassification must be filed with the Superintendent no later than January 1 of the ensuing year.

## 6. Supplemental pay

- 6.1. Supplemental agreements for extracurricular activities and special assignments, approved by the District, shall be made available to unit members.

The District will stipend the staff member who leads Makers Night and Literacy Night \$300 for each event. Staff members who lead stations will receive \$100 for planning, preparing, and cleaning up from the station, for a maximum of five stations.

- 6.2. Supplemental contracts shall be issued and shall continue from year to year unless terminated in writing by either party and shall be reduced to writing and included in this contract.
- 6.3. Participation in extracurricular programs shall be voluntary.
- 6.4. All such positions shall be opened to unit members before they are offered to members outside the unit.
- 6.5. Wages paid to holders of supplemental agreements shall be as set forth in this Agreement provided that all wages paid be determined solely according to the principle of equal work, and without regard for race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status (per CA Gov't Code 12940(a) and (b)).
- 6.6. When the performance of the duty requires travel from the work site, pay shall commence from the time the unit member leaves for the assignment and terminate when the unit member returns from the assignment.

## 7. Mileage reimbursement

- 7.1. The District shall reimburse employees for approved school business use of the employee's personal automobile at the established rate of pay per mile.

## **ARTICLE 9: Early Retirement Incentive**

1. Purpose. The purpose of the Early Retirement Incentive is to provide qualified applicants an incentive for early retirement, which went into effect March 11, 2014.
2. Eligibility
  - 2.1. The retiree shall be between the ages of fifty-five (55) and sixty-five (65), and shall have been employed in a certificated position at TUSD for a minimum of ten (10) years. A year of service is defined as working at least seventy-five percent (75%) of the academic year.
  - 2.2. In order to be eligible, employees must submit a resignation from a full-time certificated position at TUSD in writing prior to March 30 of their final academic year to be effective no later than June 30 of that year.
  - 2.3. If eligible, the retiree must enroll in Medicare parts A and B.
3. Benefits
  - 3.1. Any unit member eligible as determined above and subject to Section 4 below shall receive the same medical, dental, and vision insurance coverage as active unit members.
  - 3.2. As long as the North Coast Schools Medical Insurance Group JPA (NCSMIG) offers a composite rate for retirees less than sixty-five (65) years of age, the retiree's benefit in this section will also apply to eligible dependents.
  - 3.3. The retiree shall be responsible for the difference between the District's contribution noted above and the amount charged for coverage by the NCSMIG JPA.
4. Compensation
  - 4.1. For retirees having served full-time (1.0 F.T.E.) for each of the past ten (10) years, the following applies: The District shall fund such coverage up to a maximum cost equal in dollars to the same dollar contribution

provided to active unit members until the eligible retiree reaches age 65 or is eligible for Medicare.

- 4.2. For retirees having served less than full-time (1.0 F.T.E.) during any of the previous ten (10) years the following applies: Such retirees are eligible to receive a prorated contribution toward medical, dental, and vision benefits. This prorated contribution shall be calculated as the average F.T.E. served by the employee over the last ten (10) years of service (including the retirement year) multiplied by the cost equal in dollars to the same dollar contribution provided to active unit members.
- 4.3. Notwithstanding Sections 4.1 and 4.2 above, the retiree shall be eligible for this benefit for a period of time not to exceed five (5) years.
- 4.4. During the year in which the retiree becomes eligible for Medicare, the compensation shall be prorated to cover the period up to the retiree's birthday.

#### **ARTICLE 10: Half-Time Early Retirement-B (Willie Brown Plan)**

1. Purpose. The purpose of this section is to provide the opportunity for experienced, desirable, presently employed teachers to partially retire while the District continues to benefit by their services.
2. Requirements
  - 2.1. The teacher must have reached age fifty-five (55) prior to the beginning of the school year in which the reduced assignment begins.
  - 2.2. The teacher must have at least ten (10) years of experience as a full-time certificated employee in the District.
  - 2.3. The teacher must have been employed full-time by the District for the immediately preceding five (5) years.
  - 2.4. The teacher requesting a reduced service assignment must apply in writing by March 1 of the preceding year of the proposed assignment. The reduced service assignment must be approved by the Board.
3. Assignment. By mutual agreement, the assignment may be for one-half ( $\frac{1}{2}$ ) of the total school year as per that year's calendar, beginning the first day of the school year or beginning the first day of the last half of the school year, or the equivalent of half-time employment per day for the school year.



4. Compensation. The salary shall be the prorated share of the teacher's regular placement on the salary schedule as if they were assigned to a full-time position.
5. Benefits
  - 5.1. CalSTRS. The District and the teacher shall contribute a sum equal to each share as if the teacher were assigned to a full-time position.
  - 5.2. Benefits. The teacher on a reduced services contract shall receive the same benefits as if the assignment were full-time.
6. Return to full time employment
  - 6.1. Upon the request of the teacher and with a satisfactory evaluation during the last full-time year of employment, the teacher may return to a full time assignment during the next year.
  - 6.2. Application to return must be made in writing prior to March 1 of the reduced services contract year.
7. Each unit member interested in participating in the reduced work program must submit an application and proposed work plan to the Superintendent by February 1 for the following fiscal year. The work plan must include the percentage of work and how each member proposes to organize his or her work schedule. The proposal must include information that confirms a given employee's eligibility to participate in the reduced work program under the Education Code.
8. Each year, the board will determine whether to offer the reduced work program to new participants for the following fiscal year only, on or before its regularly scheduled meeting in January. If offered, all timely requests that are complete and meet Education Code eligibility criteria will be approved. The Board may, however, reject and request changes to a proposed work plan that is educationally unsound or that does not meet the terms of the Education Code. If the Board rejects a unit member's proposed work plan, it will identify the concerns it has and request that the plan be updated by a specified date to address those objections. Alternatively, the board may elect not to offer the reduced work program to new participants for the upcoming fiscal year.
9. During a unit member's participation in the reduced work program, and with the mutual consent of the District and the unit member, the unit member's participation may be modified or terminated. If terminated, the unit member may return to regular service or retire.

10. All applicable provisions of the Education Code and California Code or Regulations shall apply to unit member's eligibility and District administration of the reduced workload program under this section.

## **ARTICLE 11: Safety**

### **1. Safe working conditions**

- 1.1. Teachers shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
- 1.2. All employees have a responsibility to point out and notify the administrator of any unsafe or hazardous condition. Upon notification, the administration shall investigate and take appropriate action.
- 1.3. The District will at all times, within the limits of its ability to do so, comply with the California Occupational Safety and Health Act and regulations pertaining to school safety. The District shall notify the Association of any charged non-compliance with CAL-OSHA rules and/or regulations and the District will also provide the Association with a copy of its reply to the charge and a copy of notification of compliance.
- 1.4. Teachers shall not be required to perform any medical, health, or sanitation procedures upon students.
- 1.5. Classroom and equipment repair. Unit members are responsible for noting and requesting the needed repair or needed replacement of equipment and instruction devices. The administration will investigate the requests and respond accordingly, based on present inventory, availability, and funds available.
- 1.6. Classroom repairs. Repairs to classrooms shall take place at other than instructional times. Exceptions shall be made on the availability of repair persons.

### **2. District responsibility for employee personal property**

- 2.1. The District shall reimburse the actual cost to replace an employee's personal equipment or personal property damaged, destroyed, or stolen while on school property as long as the employee has prior written approval from the administration permitting the use of their personal equipment or property.

- 2.2. The administration shall have full rights to investigation of the loss, as well as rights to recovery.

## **ARTICLE 12: Formal Evaluation**

1. The formal evaluation of members of the bargaining unit shall be the responsibility of the Superintendent.
2. The Post-Formal Observation Narrative shall be used for formal evaluation of each member. The evaluator must complete the Post-Formal Observation Narrative. Each unit member shall review and sign the Post-Formal Observation Narrative. However, such a signature does not necessarily constitute agreement with the judgment of the evaluator.
3. A member's evaluation shall be based on the member's performance of instructional and non-instructional duties, and the member's professional conduct within the scope of their assignment.
4. Any information used on evaluation forms must be information obtained through observation by the evaluator or information contained in the personnel file.
5. If a member is evaluated in an area outside of their teaching credential, the evaluation forms shall so state.
6. Evaluation forms
  - 6.1. Official district forms used in the District's Formal Evaluation Plan shall be as mutually agreed upon by the District and the Association, and included as a part of this Contract.
  - 6.2. All formal and informal evaluation written documents pertaining to the District's Formal Evaluation Plan are as follows:
    - 6.2.1. Pre-Observation Checklist
    - 6.2.2. Initial Conference Agreement
    - 6.2.3. Pre-Observation Conference
    - 6.2.4. Post-Observation Self Review (optional)
    - 6.2.5. Post-Formal Observation Narrative

6.2.6. Year-End Certificated Employee Evaluation

7. Frequency and timeline of observations and evaluation

7.1. Probationary and temporary teachers shall be formally evaluated a minimum of two (2) times per year as follows:

7.1.1. Formal observation by November 1

7.1.2. Formal evaluation conference by December 1

7.1.3. Second semester formal observation by February 1

7.1.4. Second semester evaluation conference by March 1

7.2. Permanent or tenured teachers and teachers with two (2) or more years of experience shall be evaluated a minimum of once every five (5) years as follows:

7.2.1. Formal observation by January 15

7.2.2. Formal evaluation by February 1

7.2.3. Formal evaluation conference by March 1

7.2.4. Additional formal observation and evaluation as outlined in this article.

8. Formal Observation and evaluation process

8.1. Each formal observation must be at least thirty (30) minutes long.

8.2. At least two (2) working days prior to the initial formal observation, the evaluator shall notify the teacher of the observation schedule and request lesson plans and other supportive materials.

8.3. The member shall be given a copy of the written observation report within ten (10) working days of the formal observation, an opportunity to discuss the observation with the evaluator, and an opportunity to attach to the observation report any comments that the member may wish to prepare.

8.4. If a member receives an objectionable written observation report, they

shall be entitled to not less than one (1) additional professional evaluation observation conference other than those provided elsewhere in this section. Within ten (10) working days of receiving the initial written observation report, the member may request, in writing, the additional observation and conference. The evaluator shall make a reasonable effort to conduct the additional observation and conference within ten (10) working days after receiving said request from the member.

- 8.5. In the case of a negative observation report, the evaluator shall take positive action to assist the unit member in correcting any cited deficiencies.
  - 8.5.1. As appropriate, the unit member may, and the evaluator shall make specific recommendations as to how to correct any deficiencies noted in the Post-Formal Observation Narrative.
  - 8.5.2. The evaluator's role to assist the unit member shall include, but not be limited to, the following: direct assistance to implement such recommendations, provision of additional resources to be utilized to assist with improvement, time schedule to monitor progress, and assistance to implement above shall be reduced to writing.
  - 8.5.3. Any deficiencies which may have been brought to the attention of the unit member, and subsequently corrected, shall not be included in the Year-End Certificated Employee Evaluation.
  - 8.5.4. A unit member shall not be evaluated on or held accountable for any aspects of the educational program over which the unit member has no authority or ability to correct deficiencies.
- 8.6. A reasonable number of additional classroom observations, informal, with or without notice, may be conducted for any reasonable period of time at the discretion of the evaluator. When such additional observations are reduced to writing, a conference shall follow within ten (10) working days and the member shall have the right to attach a written response.
- 8.7. No later than March 1, there shall be a professional evaluation conference between the evaluator and the member to complete and discuss the Post-Formal Observation Narrative.
  - 8.7.1. As appropriate, the unit member may, and the evaluator shall, make specific recommendations as to how to correct any deficiencies noted in the Post-Formal Observation Narrative.

8.7.2. The member may prepare and attach any comments they feel appropriate.

9. Effect on teacher evaluation of equipment, supplies, and instructional materials availability. If a teacher receives a negative evaluation and, in the opinion of the teacher, the evaluation was affected by inadequate textbooks, reference books, equipment, supplies, materials, and/or classroom facilities, the teacher may comment on the inadequacy and have the comment attached to the evaluation.

### **ARTICLE 13: Personnel Files**

1. Employees shall have the right to review documents contained in their personnel files except for pre-employment information that is to be held confidential.
2. No material derogatory to a currently employed employee's conduct, service, character, or personality will be placed in his/her personnel file unless the employee has had the opportunity to:
  - 2.1. Review the material
  - 2.2. Initial and date the material
  - 2.3. Attach a written response to the material
3. If the unit member alleges that material in their personnel file is false and/or hearsay, the Superintendent shall initiate an investigation to determine the validity of such material. The material shall not be entered or filed unless and until such investigation sustains the material.
4. Upon written authorization by the employee, a representative shall be permitted to examine and/or obtain copies of non-confidential copies of materials in the employee's personnel file.
5. Documents that require a signature of the person or persons who draft and/or place material in an employee's personnel file shall be signed and dated.
6. Access to personnel files shall be limited to persons designated by the District on a need-to-know basis. The contents of all personnel files shall be kept in the strictest confidence.
7. Whenever a personnel file is reviewed, an authorized representative of the

District shall be present to monitor the safekeeping of its contents.

8. It is the intent of this section to not permit the instructional staff to use classroom presentation time for preparation and review.

#### **ARTICLE 14: Transfer and Reassignment**

1. A transfer or reassignment is the movement of a unit member from one subject area to another subject area or moving to an assignment of two or more grade levels above or below the employee's assignment.
2. Reassignment requests
  - 2.1. A unit member may submit a request for reassignment to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.
  - 2.2. If two (2) or more unit members with the appropriate credentials apply for a reassignment the administration shall review all applications. The right of placement shall be the duty of the Superintendent. All applicants shall be given equal consideration. Seniority shall be one of the considerations (see Section 5 below).
  - 2.3. A reassignment request shall not be denied arbitrarily, capriciously, punitively, or without basis in fact.
  - 2.4. If a unit member's request for a voluntary reassignment is denied, the unit member shall be granted, upon request, a meeting with the administrator who denied the request to discuss the reasons for the denial.
  - 2.5. A unit member returning from an extended leave of absence shall be afforded those rights concerning reassignment as specifically defined at the time the leave was granted as included in the contract.
3. Involuntary transfer and reassignment (administratively instituted)
  - 3.1. An involuntary transfer or reassignment may be made to:
    - 3.1.1. To fill a vacancy caused by enrollment changes, either an increase or decrease, or if a school is closed, or to move a teacher who has been evaluated unsatisfactorily.

- 3.1.2. To improve the educational program within a school or within the District.
- 3.1.3. To resolve documented personality conflicts which may affect the educational program. Said movement would normally be at the end of the school year.
- 3.2. A transfer or reassignment shall not be made arbitrarily, capriciously, punitively, or without basis in fact.
- 3.3. Before an involuntary transfer or reassignment is acted upon, the unit member shall be advised through a personal interview by the administrator of the reasons for the transfer or reassignment in writing.
- 3.4. A good faith effort to find alternate solutions to the problems will be made by the administration if the unit member objects to the transfer or reassignment on the basis of the reasons provided at this meeting.
- 3.5. An employee being involuntarily transferred or reassigned shall be consulted on their preference and shall be given consideration prior to consideration of individuals who have voluntarily requested a transfer or reassignment. Consideration will be made to place a unit member being transferred or reassigned into an equivalent position.
- 3.6. If an involuntary transfer becomes necessary because of surplus staff at a particular school, the District shall seek volunteers prior to making an involuntary transfer.
- 3.7. Placement of teachers who are involuntarily transferred or reassigned may be based on the following:
  - 3.7.1. Credential limitations and qualifications
  - 3.7.2. Professional preparation (e.g., degrees, area of study, recently completed study experience by level and subject, recent experience, evidence of continuous professional growth, etc.)
  - 3.7.3. Specific program skills (e.g., computer, math, or team experience, reading certificates, library training, media skills, etc.)
  - 3.7.4. The need to resolve conflicts which may affect the educational program



- 3.7.5. Seniority shall be one of the considerations, as defined in Section 5 below.
- 3.8. Tentative unit member assignments for the following academic year shall be posted before the last day of the present academic year.
- 3.9. Teachers whose teaching assignment is changed after August 15, and are involved in a combination class or grade level change, shall be able to meet with the administrator to schedule no more than two (2) release days for preparation purposes. In lieu of release time, the teacher and administrator may mutually agree on an alternative plan.
- 3.10. Unit members shall not be involuntarily transferred or reassigned more than once every two (2) years.
- 4. Vacancies
  - 4.1. A vacancy is any vacated position that the district intends to fill.
  - 4.2. The Association shall be notified of all vacancies.
  - 4.3. The Superintendent shall deliver to the Association and post in all school buildings a list of all vacancies that occur during the school year and for the following school year upon knowledge of the vacancies. The list shall contain the following:
    - 4.3.1. A closing date which is at least seven (7) working days following the posting date
    - 4.3.2. A job description
    - 4.3.3. Qualifications necessary to meet the requirements of the position.
  - 4.4. No assignment to fill the vacancy shall be made permanent until the closing date.
  - 4.5. The District shall, upon request by a unit member, notify that unit member during summer recess or period of leave of any posted vacancies which may arise during the summer recess or period of leave. The unit member's request must be in writing and they shall provide self-addressed stamped envelopes.
- 5. Seniority

- 5.1. Seniority is defined as the unit member's initial date of service to the school district in a certificated position.
- 5.2. For determination of the order of seniority between employees with the same date of hire, the Governing Board shall determine applicable criteria.
- 5.3. Once the unit member's seniority is determined, that seniority shall remain in effect for the unit member while employed in the District.
- 5.4. An employee who is subject to layoff may request a statement of the specific criteria used in determining the order of termination and the application of the criteria in ranking each employee relative to the other employees with the same date of hire.
- 5.5. A unit member's seniority shall accrue during layoff.
- 5.6. Seniority shall be one of the factors in granting all transfers, assignments, and reassignments along with the criteria mentioned in Sections 2 and 3 above.

#### **ARTICLE 15: Leaves of Absence**

1. The leaves herein are granted in compliance with the minimum requirements of the Education Code. Unless the number of days of leave set forth in this Agreement is greater than the minimum set forth in the Education Code, the Education Code shall prevail.
2. The Superintendent shall recommend to the Board appropriate leave under this Article. The District may adopt verification procedures to implement the provisions of this Article as long as those verification procedures do not violate the provisions of this Article.
3. Sick Leave (Education Code Section 44978)
  - 3.1. Every certificated employee employed full-time, five (5) days a week by the District shall be entitled to eleven (11) days leave of absence for illness or injury, exclusive of all days he is not required to render service to the District, with full pay for a school year of service.
  - 3.2. A certificated employee employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of eleven (11) days leave of absence for illness or injury as the number of

days he is employed per week bears to five (5); pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day.

- 3.3. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If the employee does not take the full amount of leave allowed in any school year under this provision, the amount not taken shall be accumulated from year to year.
- 3.4. A "stay well" benefit is provided as follows: If an employee uses no more than four (4) days of sick leave in any school year, an additional two (2) days shall be added to the total accumulation of sick leave days at the end of the school year.
- 3.5. Any employee shall have the right to utilize sick leave provided for and the benefit provided by the provision of extended illness leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.
- 3.6. The district may require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days.

#### 4. Extended Sick Leave (Education Code Section 44977)

If a bargaining unit member is absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due to them after the exhaustion of accumulated sick leave under provision C.1 for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employed to fill their position during their absence or, if no substitute was employed, the amount which would have been paid the substitute had they been employed.

#### 5. Pregnancy Disability Leave (Unpaid)

- 5.1. A unit member who is disabled due to pregnancy, childbirth, or a related medical condition is entitled to up to four (4) months of unpaid pregnancy disability leave. The unit member must use current and accumulated illness/injury leave during any period of pregnancy disability leave. The unit member may also elect to use other accrued leave for which she is eligible during the unpaid pregnancy disability leave.

- 5.2. Pregnancy disability leave may be taken intermittently or on a reduced work schedule when medically necessary, as determined by the unit member's health care provider.
  - 5.3. The District may require a medical certification from the unit member's health care provider after receipt of the unit member's notice that she has elected to take pregnancy disability leave. The District may also require a release to return to work from the unit member's health care provider.
  - 5.4. Pregnancy disability leave under this section shall run concurrently with FMLA. It is the intent of this section to implement the terms and conditions of Government Code 12945, and further interpretations of this law will apply.
6. Parental leave Parental/Child Bonding Leave (Paid)
- 6.1. Unit members with at least 12 months of service with the District are eligible to take up to 12 work weeks of paid parental/child bonding leave within the 12-month period following the birth of a child of the unit member or the placement of a child with the unit member in connection with adoption or foster care.
  - 6.2. Unit members accessing paid parental leave under this section shall use all current and accumulated illness/injury leave during the 12 workweek period. Upon exhaustion of current and accumulated illness/injury leave, the employee will receive the difference between his/her regular salary and the substitute's salary, or the salary a substitute would have received, or 50% of the employee's regular salary, whichever is greater. The employee shall continue to receive health and welfare benefits. No unit member will receive both regular and differential pay.
  - 6.3. The unit member shall provide the District with at least 30 days' advance notice of the expected date of delivery signed by a healthcare provider, or with the expected date of placement of the child in the home of the unit member in the case of adoption or foster care. If 30 days' advance notice is not possible, the unit member shall notify the District of the expected date of birth or placement as soon as possible.

- 6.4. If both parents are employees of the District, each shall be entitled to take leave under this section.
  - 6.5. Parental leave under this section shall run concurrently with baby bonding leave under the CFRA. It is the intent of this section to implement the terms and conditions of Education Code section 44977.5 and Government Code section 12945.2, and further interpretations of these laws will apply.
  - 6.6. Following the 12 workweek period of parental/bonding leave, the unit member may request, and the Board in its sole discretion may grant, an additional unpaid child rearing leave in accordance with the other provisions of this Article.
7. Industrial Accident and Illness Leave (Education Code Section 44984)
- 7.1. The District specifically limits its liability to the minimum requirements mandated by Education Code Section 44984 unless otherwise stated.
  - 7.2. An industrial accident or illness as used in this section, means any injury or illness whose cause can be traced to the performance of services for the District.
  - 7.3. The District's report of an industrial accident or illness shall be kept on file in the Business Office.
  - 7.4. Industrial accident or illness leave shall commence on the first day of absence and shall not exceed one hundred (100) working days in any one fiscal year for the same accident.
  - 7.5. Allowable leave shall not be accumulated from year to year.
  - 7.6. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wages for the day.
  - 7.7. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under Workers' Compensation.
  - 7.8. When an industrial accident or illness occurs at a time when the full one

hundred (100) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

- 7.9. The total of the unit member's temporary disability indemnity and the portion of salary due during their absence shall equal their full salary.
  - 7.10. A unit member shall be deemed to have recovered from an industrial accident or illness, and thereby able to return to work, upon presentation to the District of the physician's opinion.
8. Personal Necessity Leave (Education Code § 44981)
- 8.1. A bargaining unit employee may use no more than eleven (11) days of accumulated sick leave per school year in case of personal necessity.
  - 8.2. For purposes of this provision, "personal necessity" is defined as:
    - 8.2.1. Death or serious illness of a member of the employee's immediate family. A member of the "immediate family" shall include: any spouse, domestic partner, mother (including step-mother and mother-in-law), father (including step-father and father-in-law), daughter (including step-daughter and daughter-in-law), son (including step-son and son-in-law), foster child, grandparent (including step-grandparent and grandparent-in-law), grandchild (including step-grandchild), sibling (including step-sibling and sibling-in-law), niece, nephew, aunt, uncle, and any person living in the household of the unit member serving in the place of one of the above relationships. The family of a domestic partner shall be considered equal to the family of a spouse.
    - 8.2.2. Accident involving his person or property, or the person or property of a member of his immediate family.
    - 8.2.3. A situation requiring a response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours.
  - 8.3. For purposes of this provision "personal necessity" shall not include:
    - 8.3.1. Pursuit of business, financial, or economic interests of the employee

8.3.2. Vacation or other recreational pursuits

8.3.3. Any concerted refusal to work

8.4. Except in the case of emergency, advance permission for leave taken pursuant hereto must be obtained from the Superintendent. If possible, advance notice of taking leave for an emergency shall be given by the employee to the Superintendent.

8.5. Notwithstanding Section 8.2 above, a unit member may use not more than two (2) of the eleven (11) days of personal necessity leave under this provision for "personal business" which can be transacted only during the employee's working hours and reasonably cannot be transacted by anyone other than the employee. The unit member seeking to use personal necessity leave under this provision for "personal business" must file a written statement with the Superintendent that such a leave is for personal business which can be transacted only during the employee's working hours and reasonably cannot be transacted by anyone other than the employee and that the purpose of the personal business leave is entirely consistent with this provision.

9. Bereavement Leave (Education Code Section 44985)

A unit member shall be granted leave of absence for the death of any member of the immediate family without loss of pay or deduction from other leave benefits found in this Article. This leave shall be for five (5) days. A member of the "immediate family" shall include those stated in Section 8.2.1 above.

10. Court Appearance and Jury Duty Leave (Education Code Section 44036 and 44037)

10.1. Unit members shall be granted leave, without loss of pay, to appear in court as a witness, other than as a litigant, or to respond to an official order from duly authorized government agencies, or to serve as a juror. To receive this leave the bargaining unit member shall submit to the District the court order or the jury duty order.

10.2. Any compensation, less any mileage expenses, received for appearance as a witness or from serving as a juror under this section shall be endorsed over to the District so that the unit member's compensation for any days of absence for the above purposes shall not be in excess of nor less than his/her regular pay.

## 11. Other leaves

The District may grant, within its sole discretion and pursuant to any of its policies, leaves of absence for the following reasons:

### 11.1. Special leave

- 11.1.1. A special leave of absence with or without pay may be granted by the Board upon the recommendation of the Superintendent.
- 11.1.2. A unit member may apply for an unpaid leave of absence for the remainder of the current school year and up to one (1) additional school year. The unit member shall furnish the District, upon request, a physician's verification of his/her need for such health leave. Such leave may be extended for an additional twelve (12) months.
- 11.1.3. The District may grant a unit member, upon request, an unpaid leave of absence for up to one (1) year to pursue personal endeavors such as, but not limited to, study, exchange teaching, Peace Corps, or other personal interests.

### 11.2. Personal Leave for Academic Improvement (Education Code Sections 44966, 44967, 44968, 44968.5, 44969, and 44970) as noted below.

- 11.2.1. The District may permit a leave-of-absence of up to one (1) year for academic improvement if said leave is done in an area taught in the Trinidad Union School District.
- 11.2.2. The approval of this leave is conditioned on the District's ability to employ an acceptable, qualified teacher to replace the employee on academic leave. Any application for this leave shall be accompanied by an explanation prior to consideration by the Board.
- 11.2.3. The leave shall be without pay, however, the seniority provisions shall continue as if the employee were employed per their regular FTE.
- 11.2.4. The District will contribute the full share of the fringe benefits for the employee. The employee to be eligible for this benefit shall return to the District for at least twice the period of the leave the following year or pay back to the District the cost of the fringe benefits for



that year or semester.

11.2.5. No more than one (1) teacher is eligible for this per year.

## 12. Leave Rights

- 12.1. Employees on paid leave shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave, unless a different arrangement is agreed to by mutual consent.
- 12.2. Those employees on an unpaid leave shall receive their health and welfare benefits for that pay period.
- 12.3. Employees granted an unpaid leave of absence shall be allowed to continue the District's fringe benefits at their own expense if the insurance carriers permit such an arrangement.
- 12.4. Bargaining unit employees who, due to illness or injury, are still in the employ of the District but have exhausted their differential pay shall be entitled to fringe benefits as if they were not on any leave.
- 12.5. Upon consent of the unit member and with consultation with the Association, this provision may be changed or modified during the length of this contract.
- 12.6. Employees returning from any type of paid leave shall be entitled to the same teaching assignment, as the replacement will not have been granted probationary employment status for that assignment.

## 13. Disability applicant leave

- 13.1. The District shall grant a leave of absence to any unit member who has applied for a disability allowance from CalSTRS. This leave shall not extend thirty (30) days beyond the final determination of the disability allowance.
- 13.2. If the unit member is determined to be eligible for the disability allowance by CalSTRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months from the date of notification of the determination.

## **ARTICLE 16: Discipline**

1. This Article was entered into pursuant to Section 3543.2(b) of the Government Code.
2. An employee shall not be disciplined without just cause. The term "discipline" under this Article shall mean suspension without pay for up to but no more than fifteen (15) days. The term "discipline" specifically does not include negative or adverse evaluations, warnings, directives and the implementation of other articles in the Agreement such as the denial of any leave.
3. An employee shall not be disciplined without prior notice and an opportunity for a conference upon request of the employee.
4. With respect to probationary employees whose probationary period commenced during the 1983-84 fiscal year or any fiscal year thereafter, the following provisions shall apply:
  - 4.1. The parties acknowledge that such probationary employees may be dismissed or suspended without pay for a specified period of time in excess of fifteen (15) workdays under Education Code Section 44948.3. Nothing in this Article shall be construed to limit such right to dismiss or suspend. Among the reasons that may be deemed sufficient by the District to dismiss or suspend without pay such probationary employees are:
    - 4.1.1. Unsatisfactory performance determined pursuant to the Stull Act (Education Code Sections 44660, et seq.).
    - 4.1.2. Cause, as defined in Education Code Section 44932.
  - 4.2. The District Superintendent shall give thirty (30) days prior written notice of dismissal not later than March 15 in the case of second-year probationary employees. The notice shall include a statement of the reasons for the dismissal or suspension and notice of the opportunity to appeal. In the event of a dismissal or suspension for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44654 shall accompany the written notice. A copy of the notice shall be mailed to the local CTA office.
5. If the notice of dismissal or suspension is given, the employee shall have fifteen (15) days from receipt of the notice of dismissal or suspension to appeal to one

(only) of the following:

5.1. Directly to the Board of Education in writing. The Board shall, within ten (10) days, hear the appeal in either open or executive session.

5.2. An Arbitration Panel

5.2.1. The arbitration panel shall consist of:

5.2.1.1. President, TTA, or a CTA consultant

5.2.1.2. The Superintendent or designee

5.2.1.3. The two above-named panel members shall select a neutral third member who shall serve as chairperson of the panel within ten (10) working days upon receipt of the District notice.

5.2.2. The panel shall meet as promptly as members' schedules permit and shall issue a report ten (10) working days after conclusion of the meeting.

5.2.3. A majority vote of the panel shall serve as a binding recommendation to the Board of Education.

5.2.4. The Hearing Panel shall issue a written decision following conclusion of the hearing, which shall be provided to the District and the employee. In the decision, the Panel shall make findings of fact, reach conclusions, issue judgment on each charge and specification contained in the original charges, and on the charge as a whole. The decision shall contain a recommendation for discipline, if any, as found appropriate by the Panel. The Panel's recommendation may sustain or reject the original charges and proposed discipline in whole or in part, with amendments thereto, but may not recommend discipline greater than that originally proposed by the District.

5.2.5. The panel deliberation shall be informal with the two Panel advocates presenting their case to the neutral. Witnesses shall be used at the request of either party, but the strict rules of evidence shall not be utilized by either party.

5.2.6. The process of the Panel shall be the same as defined in the

grievance procedure with the exception of binding arbitration.

6. The Board of Education shall act upon the Panel's recommendations at the first regular or special meeting of the Board at which the issue can be legally placed upon the agenda. If the Board's action includes the imposition of discipline on the employee, the effective date(s) of such discipline shall be indicated. If the charges are rejected, the employee will be fully reinstated to his position.
7. It is the intent of this procedure to keep the process within the present Community of interest. Therefore, the employee shall be represented at the hearing by the CTA field representative normally assigned to the area.
  - 7.1. The employee shall have the right to present evidence, testimony and witnesses on his/her behalf and the right to cross-examine witnesses of the District.
  - 7.2. The costs, if any, for the time spent in defense of the employee, who is not a member of the Association, by the local CTA field representative shall be paid by the District at the documented normal daily rate of pay.
8. Emergency Suspension
  - 8.1. CTA and the District recognize that emergency situations can exist involving the health and welfare of students or other employees. If an employee's presence on District property would lead to a clear and present danger to the lives, safety or health of students or fellow employees, the District may immediately suspend the employee with pay.
  - 8.2. No suspension without pay shall occur until a decision is rendered by the Board of Education following the hearing process, or if the employee does not demand a hearing.
  - 8.3. During the first day of the emergency suspension, the District shall serve required notice upon the employee suspended, and shall provide a copy for the local CTA office.
  - 8.4. The employee shall be entitled to initiate the hearing process in accordance with the provisions of this Article.

#### **ARTICLE 17: No Concerted Refusals to Work**

1. It is agreed and understood that there will be no strike, work stoppage, slowdown, refusal or failure to fully and faithfully perform job functions and

responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee or labor organizations to engage in such activity.

2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cease such action.
3. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support the agreement for its term and will not appear before the Board to seek change or improvement in any matter subject to the Meet and Negotiation process except by mutual agreement of the District and the Association.

#### **ARTICLE 18: News Release and Contract Inservice**

1. Joint News Release. The District and the Association agree to jointly prepare a news release describing the Contract and its provisions.
2. Staff Inservice. The Chief Negotiator for the Association and the Chief Negotiator for the Board, in cooperation with the Superintendent, shall schedule a District-wide staff meeting within 45 days after ratification of this contract to inservice the staff on the Contract, its implementation, and the staff's and Association's obligations to abide by the terms of the contract.
3. The same procedures described in Sections 1 and 2 shall be scheduled in each of the contract years.

#### **ARTICLE 19: Reduction in Force**

1. The District shall make every attempt to employ the same number of certificated employees as employed at the date of the signing of this contract for the duration of this contract.
2. If conditions exist which suggest the possibility of teacher layoff, the District will notify the Association of the possibility and seek cooperative solutions.

3. However, if layoff is necessary, the District shall follow the Education Code provisions as well as the provisions of this Contract.

## **ARTICLE 20: Public and Parental Complaint Procedures**

1. Parents or guardians of pupils enrolled in the District may present informal (oral) and/or formal (written) complaints regarding teachers to the district. Parents or guardians should be encouraged to present informal (oral) complaints first to the teacher who is the subject of the complaint, or with the teacher's immediate supervisor, prior to presenting any formal (written) complaint to the District. This procedure will only apply where the complaining falls outside one of the District's administrative complaining procedures in board policy and administrative regulations. No record of any complaint shall be placed in the personnel file nor disciplinary action taken against any member of the bargaining unit unless the following procedures have been followed:
2. Informal (oral) complaints
  - 2.1. Any parent or guardian complaint shall be reported to the teacher by the administrator receiving the complaint within ten (10) days of receipt if the complaint is not resolved.
  - 2.2. The teacher's immediate supervisor or a designee shall conduct an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the teacher, and the teacher's representative. If the complainant refuses to attend the meeting, the complaint shall not be utilized by the District in any evaluation or disciplinary action against the teacher.
3. Formal (written) complaints
  - 3.1. If the matter is not resolved at the meeting to the satisfaction of the complainant, or if no meeting takes place, the complaint shall be put in writing and the original submitted to the teacher with a copy to the teacher's immediate supervisor.
    - 3.1.1. The teacher's immediate supervisor or a designee shall conduct an investigation about the complaint. Such an investigation shall include a conference with the complainant, a District representative, the teacher, and the teacher's representative.
    - 3.1.2. The teacher shall be given prior notice of the formal (written)

complaint and any record to be filed such that the teacher has a reasonable opportunity (ten (10) calendar days) to present relevant information to their immediate supervisor.

- 3.1.3. The unit member shall receive released time for the purpose of developing a written response to such a complaint. The release time and date shall be by mutual agreement between the unit member and their supervisor.
4. Board hearing: In the event that no resolution is reached at the formal meeting, the complaint shall be forwarded to the Board for hearing. The hearing may be a public session or a closed session at the election of the teacher. The Board shall hear and determine the validity of the charges within sixty (60) working days of receipt of the written complaints. If the teacher is not satisfied with the Board finding and believes the complaint is false and/or based on hearsay, an appeal to the Association for arbitration per the grievance procedure may be initiated.
5. No record of any complaint shall be kept if an investigation by the District shows that the complaint is false, hearsay or has no basis in fact, and/or the District believes that no record should be maintained.
6. Complaints which are withdrawn or are shown to be false shall neither be placed in the teacher's personnel file nor utilized in any evaluation or disciplinary action against the teacher.
7. Anonymous complaints shall be processed pursuant to the provisions of this section.
8. The Board shall not dismiss or refuse to re-employ a teacher on the basis of allegations in a parent or guardian complaint.
9. The provisions of this section shall be interpreted as policies pursuant to the requirements of Section 35160.5(c) of the Education Code and shall be reviewed annually consistent with any reopener procedures in the Agreement.

## **ARTICLE 21: Fringes**

1. The District will pay up to \$20,000 per year towards each eligible Unit member's health and welfare benefits, prorated based on their FTE. Members may choose from any of the tiered plans offered by NCSMIG. Unit members are responsible for any cost over the District cap.
2. A unit member may request a payroll deduction for the purchase of tax-sheltered

annuities (TSAs) approved by the District and the Association

3. Duration of Benefits

- 3.1. Unit members who work a complete school year shall have fringe benefits under the District's fringe benefit program effective through the last day of August. Unit members who are employed subsequent to the first day of the school year shall have their fringe benefits effective from the first day of active employment.
  - 3.2. Unit members who terminate their employment prior to the close of the school year shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.
  - 3.3. Should a unit member's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such unit member shall be entitled to continue paid coverage under all insurance plans until August 31 of the ensuing school year. In no event does this section mandate the District to provide any payments for the ensuing year. The intent is only to permit the employee to receive their full twelve (12) months coverage from the previous year.
  - 3.4. Unit members who are absent on account of illness and who have exhausted their accumulated paid leaves shall continue to receive full insurance coverage to be paid by the Board for a period not less than twelve (12) months beyond the first one hundred (100) work days following the exhaustion of sick leave for permanent employees. After this period of time an employee may make payments to the District for the fringe programs. For non-permanent teachers (less than two (2) years service), once all paid status is exhausted, the employee may maintain the fringe program by making monthly payments to the District thirty (30) days in advance of each monthly payment.
  - 3.5. Unit members on all other Board-approved unpaid leaves of absence shall have the option to continue to receive District insurance coverage for the period of the leaves. Unit members must reimburse the district for the full cost of the benefits.
4. Effective January 24, 2007, a retirement health benefit option will be available to all qualified certificated staff per language attached.



## **ARTICLE 22: Hours of Employment**

1. No unit member shall be required to be on duty more than two and one half (2.5) hours without being provided a relief break of at least ten (10) minutes. However, if scheduling problems do not permit such a break, teachers will be given compensatory time from the requirement before and after the instructional day. Compensatory time accumulation must have prior approval of the administration.
2. All adjunct duties within the workday which do not require full faculty participation shall be equitably distributed among unit members.
3. Participation on committees
  - 3.1. Unit member participation on all District committees shall be on a voluntary basis.
  - 3.2. Unit members who are appointed to School Site Councils shall be granted release time during their workday at no loss of pay or benefits to fulfill the obligations of their appointment.
4. Leaving early. Teachers may leave earlier than 3:30 p.m. with prior notification and approval from the District Superintendent or their representative.
5. Certificated teachers employed as 1.0 F.T.E. in grades four (4) through eight (8) will be provided with one hundred (100) minutes of time per week for preparation of materials, instruction, or professional development to ensure quality instruction for students.
6. Unit members are expected to spend the necessary time to provide a quality educational program to meet the needs of students, parents, and the community. Unit members may be required to remain for a reasonable length of time beyond the normal work day which is deemed necessary to provide for proper supervision of students or educational programs of the school. The district recognizes that the duty day of unit members is six and one half (6.5) hours and the beginning of the duty day will be at 8:30 AM and the end at 3:30 PM in most circumstances. On Mondays, the beginning of the duty day will be at 8:30 AM and the end at 4:00 PM. Unit members shall choose two days per month to greet students in front of the school from 8:30 - 8:45. The calendar shall be created at the beginning of each school year. Additional duties shall include IEP, SST, and 504 meetings, Parent-Teacher conferences, Graduation Ceremonies, Back to School Nights, and Open Houses.
7. Collaboration and time

- 7.1. Unit members will have up to four afternoons per month set aside for collaboration. This may include grade level collaboration, committee meetings, or whole-staff in services. The first Monday of the month will be reserved for individual or small group meetings with no other agenda.
- 8. Summer Professional Development
  - 8.1. Unit Members will be provided with three days of professional development before the school year begins.
    - 8.1.1.1. Time to complete all mandated trainings will be included in the three day period, or unit members will be compensated for their additional hours.
    - 8.1.1.2. Unit members will have at least six hours of prep time in their classrooms over the three days.

### **ARTICLE 23 : Miscellaneous Provisions**

The District and Association agree that the process of meeting and negotiating as defined by the Educational Employment Relations Act (EERA) shall take place only between designated representatives of the District and the Association. The District, its agents or representatives will not meet and negotiate with other than designated representatives of the Association, and the Association, its agents or representatives will not meet and negotiate with other than designated representatives of the District.

### **ARTICLE 24: Savings**

Should any Article or provision of this Agreement be declared illegal by a court of competent jurisdiction or the Public Employment Relations Board in a matter properly within its jurisdiction, said Article or provision shall be deleted from this Agreement to the extent it violated the law. The remaining Articles and provisions shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article or provision.

### **ARTICLE 25: Effect of Agreement**

- 1. The District and the Association mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- 2. The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowed as

stated in this Agreement. The District has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement.

3. The Association hereby clearly and unequivocally waives its rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.
4. Any policies and practices of the District in conflict with or inconsistent with the specific and express terms of this Agreement may be deleted by the District. The District may amend, change, delete, or adopt policies and practices as long as those policies and practices do not violate specific and express terms of this Agreement.
5. Any individual contract between the Board and an individual member executed after ratification of this Contract shall be consistent with the terms and conditions noted in this Agreement.

#### **ARTICLE 26: Application of Agreement**

This agreement shall supersede any rules regulations or practices of the District which are contrary to or inconsistent with its terms.

#### **ARTICLE 27: Duration of Agreement**

1. This agreement shall remain in full force and effect when ratified by both parties.
  - 1.1. The duration of this agreement shall be from July 1, 2023 through June 30, 2024.
  - 1.2. Both parties shall retain all of their collective bargaining rights and privileges during the upcoming school year.
2. Agreement changes, extension, and termination
  - 2.1. During the month of March, both parties may submit proposals on wages, benefits, and one other issue of that party's choice for the following school year. Upon receipt of this written notice, arrangements shall be made for meeting and negotiating to commence after adherence to the Public Notice ("sunshine") provision of the Educational Employment Relations Act (EERA).

- 2.2. During the life of this agreement if there are changes in the laws which may affect terms and conditions of employment, those issued may be opened for bargaining by a request from the teacher.
- 2.3. In the event that neither party gives appropriate written notice per Section 2.1, the salary schedule and index in the Appendices, and all Articles shall be extended for at least another year.
- 2.4. If appropriate written notice is given per Section 2.1, pending a conclusion of negotiations, the salary schedule and index in the Appendices, and all Articles shall remain in effect.
- 2.5. On or before March 1, either the District or the Association may give written notice to the other party, by certified mail, of its desire to terminate this Agreement. Upon receipt of this written notice, arrangements shall be made for meeting and negotiating to commence after adherence to the Public Notice provision of the EERA.

#### **ARTICLE 28: Agreement Copies**

The District will assume the responsibility for providing the bargaining unit members with copies of the complete Agreement. This copy will be available in the District Office. The District will also make a copy of the Agreement available to unit members via email and Google Drive.

#### **ARTICLE 29: Maintenance of Standards**

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practice and procedures, and over state laws to the extent permitted by law, and that in the absence of specific provisions in this Agreement, District practices and procedures are discretionary. This written Agreement sets forth the full and complete Agreement between the parties concerning the subject matter hereof and supersedes all prior informal or formal agreements thereon. There are no valid or binding representations' inducements, promises, or agreements, oral or otherwise, between the parties that are not embodied herein.

#### **ARTICLE 30: Consultation**

1. The District will inform all unit members affected and the Association will

welcome comments on the definition of educational objectives, course content, curriculum changes, and selection of textbooks.

2. The District will inform the Association and welcome comment on Board policy changes affecting curriculum.
3. The District shall notify the Association concerning the above with sufficient time to prepare comments.
4. The District shall give full consideration to such presentations made by the Association prior to arriving at a determination of policy or course of action.

### **ARTICLE 31: Student Discipline**

A teacher may suspend any pupil from their class for the day of the suspension and the following day. The teacher shall immediately report the suspension to the Principal of the school and send the student to the Principal or the Principal's designee for appropriate action. As soon as possible, and with Administrative approval, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.

### **ARTICLE 32: Personal and Academic Freedom**

1. The District will protect unit members from any censorship or restraint that might interfere with the unit member's obligation to pursue truth in performance of their teaching functions.
2. A unit member shall have reasonable freedom in classroom presentations and discussions, and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content and within the scope of the law.
3. If the material being presented is inappropriate for the age and maturity of the students, the Administration may require that the instructor discontinue the type of content of the presentation
4. In performing teaching functions, unit members shall have reasonable freedom to express their opinions on all matters relevant to the course content in an objective manner. A unit member, however, shall not utilize their position to indoctrinate students with their own personal, political, and/or religious views. If, in the opinion of the Administration, the presentation lacks objectivity, the administration may provide additional instruction on the subject.

5. The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it prevents the unit member from performing their assigned duties.
6. A unit member shall be entitled full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member shall be used for the purpose of evaluation or disciplinary action unless said activities violate local, state, or federal law.

### **ARTICLE 33: Class Size**

1. The Superintendent will organize a Class Size Review Committee (CSRC) consisting of two (2) TK/Kindergarten through third grade and two (2) fourth through eighth grade teacher representatives. The CSRC will begin meeting in April of the present school year to review and project the potential class configurations for the upcoming school year. The CSRC will be responsible for the following activities:
  - 1.1. Determination of the projected enrollment for the upcoming school year.
  - 1.2. Determination of the number of potential combination classes.
  - 1.3. Recommendations on class size numbers for combination classes and straight grade classes, which include the application of fewer students assigned to the combination classes. Straight grade classes should not exceed thirty (30) students.
  - 1.4. Recommendations on the allocation of additional instructional aide time for combination classes and classes with twenty-eight (28) or more students.
  - 1.5. Initial recommendations will be completed by May 1 for the following academic year.
  - 1.6. The CSRC will meet at the opening of the next school year to review the established class configurations. The CSRC will then make a recommendation to the Board on whether the set class assignments are acceptable or are in need of reorganization. The CSRC will submit this information to the Superintendent and Board for review, revision, and final approval. The CSRC will communicate the findings and recommendations to the other teachers in a timely manner.

### **ARTICLE 34: School Calendar**

Annually, the Association shall have the opportunity to input and approve both interim and final school calendars before the publishing of any such calendar. Such approval is subject to those limitations determined by statute.

### **ARTICLE 35: Classroom Aides**

1. Unit members shall be invited to participate in the interview process for new classroom aides.
2. The classroom work of classroom aides shall be under the supervision of the unit member.
3. Evaluation of classroom aides shall be the responsibility of the Administration. The unit member shall periodically discuss with the site administrator the performance of the classroom aide under their supervision. When an unsatisfactory working relationship can be demonstrated to exist between the unit member and an aide, the unit member shall initiate a request to the appropriate administrator that the aide be evaluated.
4. No classroom aide shall participate in or provide information for the evaluation of a unit member.

### **ARTICLE 36: Classroom Fund**

1. The District shall annually provide \$350, or prorated based on FTE, to each classroom teacher and resource teacher for educational materials and supplies to supplement the existing program. The district shall provide an additional \$200 to support teachers who are assigned to a different grade or classroom. Classroom funds may roll over to subsequent years with Administrator approval.
2. The District shall provide to each unit member an accounting of expenditures and balance available in each member's classroom fund upon request.

### **ARTICLE 37: Job Sharing and Half-Time Employment**

1. Purpose. To provide a continuity of quality instruction while at the same time providing the opportunity for experienced, desirable teachers to be employed

half-time.

2. Requirements. The teacher must have been employed by the District for five (5) consecutive years prior to the beginning of the job sharing assignment. Each teacher involved in the job sharing plan must agree to a planning time and planning overlap prior to the Board's approval of the assignment. The District must certify to the board that each candidate possesses the appropriate credentials to the proposed job share. The teacher requesting a job sharing assignment must apply by March 1 of the year preceding the proposed assignment.
3. Assignment. By mutual agreement, the assignment may be for one-half (0.5) of the District academic year as per that year's calendar, beginning the first day of the school year or beginning the first day of the second half of the academic year, or the equivalent of half-time employment per day for the academic year.
4. Compensation. The salary shall be the pro-rata share of the teacher's regular placement on the salary schedule as if they were assigned to a full-time position.
5. Benefits: The District and the teacher shall contribute a sum equal to their share of the CalSTRS contribution for the actual time worked. The teacher on a job sharing contract shall receive one-half (0.5) of each of the benefits provided for a full-time assignment, and at the option of both teachers, they may purchase at the District's cost the additional benefits up to an amount allocated for a full-time teacher.
6. Evaluation. The administration shall evaluate on a continuing basis each job sharing assignment and shall report to the Board on the success or lack of success of each assignment. The assignment shall only be continued in the next year upon the recommendation of the Superintendent and the approval of the Board. The Superintendent shall notify the teacher engaged in the job-sharing assignment prior to March 1 of the District's intention regarding the next contract year.
7. An employee who agrees to a reduced load of one-half (0.5) time will have the option to return to a full-time assignment the following year.

### **ARTICLE 38: Temporary Teachers**

1. The District will fill vacancies caused by the absence from service of probationary or permanent teachers with temporary employees in the event of one of the following circumstances:



- 1.1. It is known with certainty that the teacher is not to be returning to service for the rest of the entire school year.
  - 1.2. It is known with certainty that the teacher will not return for either the entire first half or the entire second half of a school year.
  - 1.3. It is known with certainty that the teacher will not return for more than thirty (30) working days.
2. The District has the right to use day-to-day substitutes at the day-to-day rate of pay up to and including the thirtieth day. If no qualified and acceptable candidates are available, the District shall re-post the position. If a third posting becomes necessary, the thirty- (30-) day requirement may be waived by mutual consent.
3. Temporary teachers shall be placed on the salary schedule at the step and column they would receive if the assignment were for a full academic year as a probationary or permanent teacher.
4. Temporary teachers shall receive full fringe benefits provided under the contract beginning the first day of the next calendar month from the date of placement on the teachers' contractual salary schedule.

#### **ARTICLE 39: Student Teachers**

1. The District shall comply with university requirements pertaining to mentor teacher qualifications. Mentor teacher service shall be voluntary, and shall follow the process outlined by the partnering university. Every effort will be made by the master teacher and the District to provide professional assistance to student teachers while at the District.
2. 100% of the compensation designated by the university for the mentor teacher shall be given to the mentor teacher with their next paycheck.

#### **ARTICLE 40: Summer School**

1. Job posting
  - 1.1. All summer school positions will be posted for and filled by unit members prior to being posted out of the District. The size of the summer school staff shall be determined by student needs and available funding.

## **ARTICLE 41: Lead Teacher Position**

1. Unit members may annually volunteer to serve as the lead teacher, an administrative designee, and perform services as described in the job description below in the absence of the Superintendent. The Administration and the Board may appoint one or two unit members if no unit member volunteers. A stipend will be provided for this position, which may be split if the job is shared by two unit members.
2. Job description
  - 2.1. Recruitment and selection. There will be an annual opportunity for certificated staff to volunteer for this position. Selection will be made by the Superintendent and confirmed by the Board.
  - 2.2. Annual stipend. \$2,000 or \$1,000 each if the position is shared.
  - 2.3. Length of tenure. From the first working day to the last working day of the academic year.
  - 2.4. Days of service. Generally, to be on call during a regular teaching assignment for duties specified below; and to assume duties in school office for six (6) days per year with forty-eight (48) hours of notice, with either half-day or full-day substitute covering regular classroom assignment.
  - 2.5. Duties. In the absence of the principal, the designee will:
    - 2.5.1. Remain on campus until the teacher duty day ends at 3:30 PM.
    - 2.5.2. Assume any yard duty that was assigned to the principal.
    - 2.5.3. Administer the discipline program in a timely fashion, including suspensions.
    - 2.5.4. Be available to parents who may have needs.
    - 2.5.5. Report to the principal any event that needs to be brought to his/her attention and which may require follow-up.
    - 2.5.6. Interaction with legal and/or emergency services as needed.
    - 2.5.7. And related assigned and legally permissible services.

## **ARTICLE 42: Professional Service**

If the District budget dictates that there cannot be enough classified staff on duty to supervise during student recesses, unit members will serve thirty (30) minutes per week

as recess monitors on a schedule to be mutually determined by the District and the Association.

## FORMAL SIGNATORY PAGE

AGREEMENT  
between the  
Trinidad Union School District  
and the  
Trinidad Teachers Association

Both parties concur that this Agreement settles all outstanding issues unless so noted in the text.

During the life of this Agreement, if there are changes in the laws that may affect terms and conditions of employment, those issues may be opened for bargaining by a request from the Association members.

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President of the Board

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TTA Representative

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TTA Representative

Board Members:

Association Members:

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Superintendent/Principal

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Date

## **APPENDIX A: Evaluation Documents**

## **APPENDIX B: Salary Schedule**

## **Appendix C: Grievance Form**