Collective Bargaining Agreement

Between

Pacifica School District

and

Laguna Salada Education Association

July 1, 2022 - June 30, 2025

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CALENDAR 2018-2019

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CALENDAR 2021-2022

CALENDAR 2022-2023

ARTICLE 1 – AGREEMENT

1.1 Parties to the Agreement

This is an agreement made and entered into this day of 2022, between the Pacifica School District (hereinafter referred to as "District"), and the Laguna Salada Education Association/California Teachers Association/National Education Association (hereinafter referred to as "Association").

1.2 Negotiations During the Term of This Agreement

The parties agree that, for any school years in which there are reopeners under this Agreement, they will meet to negotiate either party's interests in Article 7, calendar, and Article 9, Compensation. Additionally, either party may present for reopener negotiations, its interests in two (2) Articles currently included in the Agreement or on items to be included in the Agreement. Interests in any other items will be negotiated upon mutual agreement between the parties.

1.3 Contract Copies

The Agreement will be available on the District website. The Agreement on District website will be updated to include new salary schedules and changes within 60 days of agreement. The District will provide one electronic copy of each Agreement, of new salary schedules and changes to the Association. The Association shall have access to District equipment to produce hard copies of the Agreement as reasonably necessary to carry out its representative duties.

1.4 Term and Successor Negotiations

This Agreement shall remain in force and effect from July 1, 2022 up to and including June 30, 2025, and thereafter shall continue in effect year by year, until a successor agreement is reached. The parties agree to complete the public notice (“sunshine”) process at least 90 days before the expiration of this Agreement in order to begin negotiations on or about April 15 unless otherwise agreed to by both parties.

Within this agreement, both parties agree to set monthly school year calendar dates for bargaining sessions by September 30.

ARTICLE 2 – RECOGNITION

2.1 Bargaining Unit

The District recognizes the Association as the exclusive representative for all permanent (full or part-time); probationary (full or part-time), and temporary (full or part-time) certificated employees including all unit members in the unit that are currently on District-approved leave. Excluded from the unit are all management, supervisory, and confidential employees. No other employees than those in this aforementioned unit are covered by the provisions of this agreement.

2.2 Representation Rights

Only the Association may represent the unit members in their employment relations with the District. No other group, or organization, or representative thereof will be recognized or permitted to engage on behalf of any unit member included in the bargaining unit in any activities concerning wages, hours, or terms and conditions of employment.

ARTICLE 3 – ASSOCIATION RIGHTS

3.1 Right to Join

Every unit member will have the right freely to join and support the Association in activities for the purposes of engaging in collective bargaining or negotiations with the employer. Neither the employer nor the Association will, directly or indirectly, unlawfully discourage, deprive, or coerce any unit member in the enjoyment of any rights to employment with the District under the laws of the State of California or of the Constitution of California and the United States.

3.2 EERA Rights

The Association will have the rights provided to it in the Rodda Act. The scope of representation will be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. “Terms and conditions of employment” mean health and welfare benefits as defined by Section 53200, leave and transfer policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to sections 3548.5, 3548.7 and 3548.8. In addition the exclusive representative of unit members has the right to consult on the definition of education objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer under the law.

3.3 Use of Facilities

The Association will be given the same rights as other school/community organizations in the use of school buildings and equipment.

3.4 Association Meetings

The Thursday before regularly scheduled PSD Board meetings will be designated as "Association Meeting Day," and no other meetings requiring the attendance of bargaining unit members will be scheduled on those afternoons.

3.5 Association Communications

The Association will have the right to post notices of activities in matters of Association concern on a unit member organization bulletin board, at least one of which will be provided at each school site. The Association will be permitted to use the District inter-school mail service and unit members' mailboxes for communications to unit members regarding matters with which the Association is lawfully involved. Items placed in school mail must be signed by the responsible individual or organization.

3.6 Association Representatives

Authorized representatives of the Association will be permitted to transact official Association business on school property when the buildings are open, except that employees may not be contacted when teaching classes or supervising scheduled activities, nor may the Association business or representatives interfere with the educational program. The Association will provide a means of identifying all individuals who are bona fide representatives of the Association.

3.7 Board Agenda

The District will place on the agenda at each regular Board meeting under the appropriate order of business any matters brought to its consideration by the Association, provided that the item is received by the District by closing time for placing items on the agenda, as provided in Board policy, or without such notice if both parties agree that an emergency situation exists. The agenda and non-confidential supporting materials will be posted online at least seventy-two (72) hours in advance of a Board meeting.

3.8 Unit Member Information

The District will provide the Association with all unit member information (name; job title; department; work, home and personal cell numbers; personal e-mail if on file; home address) of all bargaining unit personnel within 30 days of the new unit member's hire date or by the first pay period of the month following date of hire.

3.8.1 *New Employee Orientation*

Before the start of each school year Pacifica School District provides a new certificated employee orientation for all of the new certificated employees hired for the upcoming school year. At this orientation, and as indicated on the orientation agenda, LSEA representatives are invited and given time within the orientation to address and communicate with the new certificated staff.

If the District elects to provide a new employee orientation during the duty year in addition to the orientation described above. Up to two (2) LSEA representatives will be invited and given time within the orientation to address and communicate with the new certificated staff. If this orientation is held during the duty day, up to two (2) LSEA representatives shall each be provided one (1) hour of paid release time for travel and presentation time (combined) to attend these meetings.

When a new certificated employee is hired after the initial certificated employee orientation meeting, the new employee information (described in 3.8) will be forwarded to the bargaining unit's president within thirty (30) days of the new unit member's hire date or by the first pay period of the month following date of hire.

3.9 Public Documents

The District will, upon written request, furnish the Association with a list showing the placement as of November 1 of all unit members on the salary schedule.

The District will, upon written request, provide information of a non-confidential nature, including the preliminary budget, proposed policies and amendments, administrative regulations and other public documents which may be of concern to the Association in its role as exclusive representative.

Requests for the non-confidential information may come only from Association officers. These individuals will be designated by the Association president each year by October 1. The District will attempt to comply with requests for information within ten (10) working days following the request. If it is impractical to comply within ten (10) working days, the Association officer who made the request will be informed of the reason for the delay, and an approximate date of compliance will be given.

3.10 Association Leaves

3.10.1 Leave to Serve as Officer or Staff

The District will grant upon application an unpaid leave to a unit member for up to two (2) years for the purpose of serving as an officer of the Association or as a staff member of the California Teachers Association or the National Education Association.

3.10.2 Continuation of Benefits

Unit members on an approved, unpaid Association leave will have the option of continuing their coverage under District insurance policies, where the insurance company allows this, by sending to the District at least one week in advance of the end of each month, the monthly rate for each month on an approved Association leave.

The tenure status of a unit member will not be affected because of absence while on Association leave as provided herein; however, leave time will not count toward acquiring tenure with the District.

3.10.3 Leave for Association President

The Association president will be granted leave for the purpose of conducting business pertinent to Association affairs. Arrangements for such leave will be mutually agreed to by the superintendent or designee. The length of this leave will not exceed one-half (1/2) day per month on a regularly scheduled basis. The Association will be responsible for payments to substitutes for this leave.

3.10.4 Other Leaves

Other designated members of the unit may, upon written request, be granted leave for the purpose of conducting business pertinent to Association affairs. Requests for such leave will be submitted in writing at least one week in advance, unless mutually agreed to by the Association president and the superintendent or designee. In the event the leave is not granted, reasons will be given in writing. No more than three members of the Association will be granted such leave for the same day. The Association will be responsible for the reimbursement to the District for payments for substitutes for this leave.

3.11 Liaison Committee

It is recognized that during this Agreement topics of importance to unit members and the District will develop. To facilitate dialogue and resolution of differences, the Superintendent and/or designee may meet monthly with representatives appointed by the Association. The topics for the agenda for such meetings will be exchanged by the Association and the District at least two (2) working days in advance of the scheduled meeting date.

3.11.1 These discussions will not be regarded as part of the negotiation process and will be limited to those items not within the scope of negotiations. During the negotiations process, topics will be limited to those which have not been proposed by the District or the Association. The outcome of these discussions may include, but not be limited to, oral understanding, a memorandum of understanding from the superintendent, Administrative Regulation (AR), or a joint recommendation for Board action.

3.11.2 The Association president or designee will be represented on those committees or task forces which make recommendations regarding matters within the scope of consultation under the Rodda Act. The Association will have the option of not participating. This provision will not apply to committees composed exclusively of Board or management, including but not limited to the Management Negotiating Team, or internal school board committees.

ARTICLE 4 – DISTRICT RIGHTS

4.1 Powers and Authority

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control all of the affairs of the District to the full extent of the law.

4.2 Exercise of Rights

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, will 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 law.

ARTICLE 5 - ORGANIZATIONAL SECURITY

5.1 Deduction Authorization

Any unit member who is a member of the Association, or who has applied for membership, shall sign and deliver to, the Association, an assignment authorizing deduction of membership dues, initiation fees and general assessments in the Association. Such authorization will be on a form developed by the Association and will continue in effect according to the terms and conditions set forth on such form.

5.2 Funds Remitted

With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues, the District agrees to remit such moneys promptly to the Association accompanied by a list of individuals for whom such deductions have been made and indicating any changes in personnel from the list previously furnished.

5.3 Information Provided

The Association agrees to furnish any information needed by the Board to fulfill the provisions of this Article, including written notice certifying those unit members who have authorized membership dues deductions by signing the Association developed authorization form (AB 119).

5.4 The parties agree that membership-adding new members, maintaining current members, or dropping members who complete the process with the Association to do so-is entirely a function of the Association, and no part of this Agreement may interfere with the union membership process.

5.5 Hold Harmless

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

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Introduction

This grievance procedure is provided for the prompt and equitable adjustment of differences in interpretation of this Agreement. The most effective solution is found when these differences are resolved at the point of origin.

6.2 Definitions

A “grievance” is a formal written allegation by the Association or any one or more unit members that the party has been adversely affected by a violation of the application or interpretation of the specific provisions of this Agreement and requests that the procedures contained herein be invoked.

A “grievant” is the person or persons, including the Association or representative thereof, submitting a written grievance.

A “conferee” is a person chosen by either or both parties, but is not a party to the complaint.

The lowest level administrator having immediate jurisdiction over the grievant who has been designated by the employer to adjust grievances is the “immediate supervisor.”

Working day is defined as a day when grievant is required to render service unless grievant chooses to define a work day as a day the District Office is open for business and so informs the supervisor.

6.3 Procedure

6.3.1 Association Representation

The grievant will be entitled upon request to representation by the Association at all grievance meetings beyond the informal level. In situations where the Association has not been invited to represent the grievant, the District will not agree to a final resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to state its views on the matter.

6.3.2 Informal

Before filing a formal written grievance, the grievant will attempt to resolve the matter by an informal conference with the immediate supervisor. By mutual agreement this informal conference may be held with another District administrator who has the authority to resolve the matter.

6.3.2.1 The grievant must submit a written statement of the grievance (Original Grievance – Appendix A) to the immediate supervisor within ten (10) working days following the act or omission which is the basis of the grievance. This statement will include: the section of this Agreement alleged to have been violated; the circumstances on which the

grievance is based; the persons involved; the decisions rendered at the informal conference; the remedy sought; an outline of actions taken to adjust the complaint.

6.3.2.2 Either the grievant or the immediate supervisor will have the right to request a conference in order to resolve the grievance. Either party to the conference may bring in an Association representative or conferee of choice, provided prior notification is given.

6.3.2.3 The immediate supervisor will communicate the decision and the reason for the decision to the unit member in writing within ten (10) working days after receiving the written grievance. If no response, grievant may appeal to next level.

6.3.3 Level 1 - Human Resources

6.3.3.1 The grievant may appeal in writing the decision of the immediate supervisor to Human Resources within ten (10) working days after receipt of the immediate supervisor's decision. The appeal should include a copy of the original grievance, the decision rendered by the immediate supervisor and a clear, concise statement of the reason for the appeal to Level 1. A copy of the appeal will be furnished by the grievant to the immediate supervisor. (Appendix A-1)

6.3.3.2 Human Resources or the grievant may request in writing that a personal conference be held before the Level 1 decision is rendered. Either party to the conference may bring in a representative or conferee of choice, provided prior notification is given.

6.3.3.3 Human Resources will communicate in writing the decision and the reason(s) for the decision within ten (10) working days after receiving the appeal. If no response, grievant may appeal to next level.

6.3.3.4 By mutual agreement between grievant and Superintendent, the grievance may be initiated at Level 2. (Appendix A-4)

6.3.4 Level 2 - Superintendent

The grievant may appeal in writing a Level 1 decision to the superintendent within ten (10) working days after receiving the Level 1 decision. The appeal should include a copy of the original grievance, the decision rendered at Level 1, and a clear, concise statement of the reason for the appeal to Level 2. A copy of the appeal will be furnished by the grievant to the immediate supervisor. (Appendix A-2)

6.3.4.1 The superintendent or the grievant may request in writing that a personal conference be held before the Level 2 decision is rendered by the superintendent. The superintendent may send a designated representative in lieu of personal attendance at this conference. Either party to the conference may bring in an Association representative or conferee of choice, provided prior notification is given.

6.3.4.2 The superintendent will communicate in writing the decision and the reason for the decision within ten (10) working days after receiving the appeal. If no response, grievant may appeal to next level. (Appendix A-4)

6.3.5 Level 3 - Board of Trustees

The grievant may appeal in writing the Level 2 decision to the Board of Trustees, through the superintendent, within ten (10) working days after receiving the Level II decision. A copy of the appeal on the approved form will be furnished by the grievant to the superintendent and the grievant's immediate supervisor. The appeal should include a copy of the original grievance, the decisions rendered at Levels I and 2, and a clear, concise statement of the reason for the appeal to Level 3. (Appendix A-3)

6.3.5.1 The superintendent will within ten (10) working days of receiving the appeal furnish the appeal and a report to the Board of Trustees.

6.3.5.2 The grievant may request in writing, when submitting this appeal, a conference with a majority of the members of the Board of Trustees. Either party to the conference may bring in an Association representative or conferee of choice, provided prior notification is given. The superintendent will

notify the grievant of the date of the formal hearing within ten (10) working days from the date of the appeal.

6.3.5.3 The decision and reasons for the decision will be communicated to the grievant in writing within fifteen (15) calendar days from the date of the Board's formal hearing of the matter. The formal hearing will be held not later than the second regular Board meeting following receipt of the grievance appeal. This timeline will apply to both grievances appealing previous decisions and grievances properly initiated at the Board level, for example, District-wide emergency actions.

6.3.6 Level 4 - Binding Arbitration

If the grievant is not satisfied with the disposition of the grievance at Level 3, or if no written decision has been rendered within fifteen (15) calendar days from the date of the Board's formal hearing of the matter, the grievant may request in writing that the Association submit the grievance to arbitration. The grievant must request binding arbitration within ten (10) working days following receipt of the Board's decision or the date when that decision was due. The Association may submit the grievance to binding arbitration. Written notice will be made by the Association to the superintendent within fifteen (15) calendar days after receipt of the request from the grievant. If any question arises as to the arbitrability of the grievance, such question will be initially ruled upon by the arbitrator.

6.3.6.1 The parties will select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) working days of the Association's submission of the grievance to arbitration, a list will be requested from the State Mediation and Conciliation Service. After this list is received, each party may reject one entire list. Assuming the list is not rejected, the parties will alternately strike names until a single arbitrator remains who will serve as the arbitrator.

6.3.6.2 The arbitrator's decision will be in writing and will set forth the arbitrator's finding of fact, reasoning and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in

violation of the terms of this Agreement. The decision of the arbitrator will be final and binding upon the parties of this Agreement with a copy of the decision to the Board and a copy to the Association.

6.3.6.3 All costs for the services of the arbitrator, including but not limited to, per diem expenses, the arbitrator's travel and subsistence expenses, transcripts, and the cost of any hearing room will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

6.4 Miscellaneous Provisions

6.4.1 The parties agree that the filing and processing of a grievance shall be confidential unless otherwise mutually agreed.

6.4.2 No unit member will be held accountable for any action or behavior based upon information provided by any unidentified person(s), group or hearsay unless otherwise admissible pursuant to the California Rules of Evidence.

6.4.3 Time limits will commence on the first working day after receipt of written decisions by the parties to the grievance. Time limits given in this grievance procedure may be modified by mutual agreement in writing by the parties involved.

6.4.4 There will be no reprisals of any kind taken against any unit member or his/her authorized conferee because of their participation in the grievance procedure.

6.4.5 Any record(s) pertaining to a grievance will be kept in a grievance file separate from the grievant's official District personnel file.

ARTICLE 7 - CALENDAR

7.1 Work Year

If agreement is not reached between the District and LSEA by January 31 on the work year calendar, the Board may adopt the Calendar.

The work year for all teachers, counselors and speech therapists will be 184 days and 191 days for psychologists. By mutual agreement between district and member, individual speech therapists may work up to an additional 5 days before and 5 days after the certificated teacher work year paid at actual per diem rate. New teachers will be asked to voluntarily participate in an orientation day. Those who attend will be compensated at their per diem rate of pay by turning in a timesheet. This change will be effective July 1, 2018.

7.2 Minimum Days

All Wednesdays shall be minimum days. There will be seventeen (17) additional minimum days scheduled throughout the school year. All schools will be on a minimum day schedule for the first student day, the last student day, and the day prior to winter recess and spring recess.

7.2.1 At least eight (8) minimum days will be used for parent-teacher conferences. These days/dates will be mutually agreed upon at the site level.

7.2.2 The remaining five (5) minimum days may be used for reorganization, parent-teacher conferences or any educational purpose as planned and approved by the unit members and principal at each site.

7.3 Back-To-School/Open House/Conferences

Unit members at each site will meet with their site administrator(s) to mutually design and implement programs that invite and encourage parent participation.

7.3.1 The programs may include a continuation of “traditional” formats for Back-to-School, parent conferences, and Open House. The respective parties may implement alternative programs which best meet parent, student, and staff objectives at their individual sites.

7.3.2 The programs affected at a site will include the participation of unit members at that site and will be held at a time that maximizes parent attendance.

7.4 Holidays, Trimesters, Professional Development Days

7.4.1 School Calendar (Appendix B)

7.4.2 Professional Development Days

Unit members will be afforded an opportunity, through their representatives, to provide input regarding District days. Unit members

and the site administrator(s) will participate in site-based decision making to determine the content of the site days. Should the majority of unit members at any site choose not to participate in these decisions, they are deferring the agenda to the site administrator.

ARTICLE 8 – HOURS

Unless specifically noted otherwise, all references in this Article to "kindergarten" or "K" are deemed to include "transitional kindergarten" and "TK".

8.1 Introduction

It is recognized that the very nature of a unit member's day-to-day professional responsibilities does not lend itself solely to an instructional day of rigidly established length. It is recognized that time on task is a major variable affecting student achievement; therefore, both parties agree to exert every effort to make optimum use of the time allocated for each student's instructional day. Six and one-half (6.5) hours will be considered as a full work day. Psychologists will be on duty 7½ hours per day, exclusive of the duty free lunch.

8.2 Instructional Minutes

To meet State mandates for instructional time, the normal, regularly scheduled day will provide for direct teaching time with pupils as follows:

Transitional Kindergarten - Kindergarten - 200 minutes
Grades 1-3 - 290 minutes
Grades 4-8 - 306 minutes

8.2.1 Implementation

Due to minimum days described in 7.2 daily minutes shall be adjusted to satisfy the required state / district mandates for instructional minutes per grade level. The schedule shall remain the same from year to year unless the bargaining unit members or administration determines it needs to be discussed. A decision shall be made by mutual consent at each site before the end of the year.

8.2.2 Modifications

The schedule may be exceeded by agreement of the majority of those affected at a site.

8.2.3 Preparation Period

Any middle school teacher who is requested to and consents to give up his/her preparation period because of the unavailability of a substitute teacher will be compensated at a prorated amount of the standard substitute rate of pay. (Appendix C) This compensation will be paid monthly in which it is accumulated. Should a teacher earn an equivalent of one day (6 periods) during one year, that teacher could choose the option of having one compensatory day to use the following school year instead of being issued the warrant. That comp day would not be available for use immediately before or after holidays. That date may be disallowed should there already be a large number of substitutes scheduled. Once the application for a comp day has been approved, the date may not be withdrawn by the District.

8.3 Duty Day

Regular classroom teachers will be at their school sites at least fifteen (15) minutes before the start of their students' regular instructional day, and will be at their teaching stations five (5) minutes before the time school is scheduled to start, and will remain on duty for a minimum of fifteen (15) minutes after the close of the students' instructional day. This time schedule will prevail unless the teacher has a duty assignment.

8.3.1 Professional Obligations

In addition to the minimum duty times listed in Sections 8.2, 8.3, 8.4, and 8.5, all unit members will be available to meet their professional obligations to students and parents. Scheduling of time to meet these obligations will be mutually agreed upon by those involved. Unit members have an obligation to be available a reasonable amount of time for such obligations.

8.3.1.1 Staff Development

The District may require attendance at District wide curriculum oriented workshops as well as district staff development and school site staff development activities provided through the use of staff development days. Professional Growth Increment (PGI) credit will be granted for such attendance at one (1) point per hour, for any portion of time extending beyond the unit member's regularly scheduled workday. Attendance at

other district workshops, district committee meetings, and in-service meetings will be voluntary.

8.3.1.2 Modified Schedule

The staff, or portion of staff, by mutual agreement with the superintendent may modify the schedule on specified day or days to provide time for staff planning and/or professional development. If denied by the superintendent, the superintendent will meet with the staff involved at a regularly scheduled faculty meeting to discuss the proposal.

8.3.1.3 Pupil Supervision

Outside of the classroom, supervision of students will be assigned on an equitable basis. Normally the supervision will not be more than fifteen (15) minutes before school starts nor extend more than thirty (30) minutes after the close of the students' instructional day.

8.3.2 Minimum Day

These minimum duty times listed in Sections 8.2, 8.3, 8.4, and 8.5 will be applicable to every scheduled workday, including minimum pupil days, in-service days and any minimum days approved by the Board of Trustees. Minimum day is defined as two hundred (200) minutes for TK/Kindergarten classes, two hundred thirty (230) minutes for grades 1-3, and two hundred forty six (246) minutes for grades 4-8.

8.3.3 Part-time

For those whose assignment is not full time, duty times listed in this Article will be prorated in the same proportion as their compensation.

8.3.4 Lunch Period

Every unit member will be entitled to a continuous thirty (30) minutes duty free lunch period per day.

8.3.5 Sign-in

Unit members will verify their daily presence at the site by initialing their name on the sign in sheet upon arrival at the building. Nothing in this Article will prevent a principal or immediate supervisor from allowing any unit member to arrive late or leave early in case of an emergency situation.

8.3.6 Hours

Meetings that all staff are required to attend, not to exceed sixty (60) minutes in length, will be held weekly; except one Wednesday per month (the 2nd Wednesday) that will be teacher directed. Additional meetings, or meetings that exceed 60 minutes, may be held when the site administrator informs site representatives and a vote is taken and agreed to by a majority of unit members, or if an emergency situation arises. Staff meetings are not required if the site administrator decides there is no need for a meeting that week.

8.3.7 Access to Sites

Access to each site will be made available after school hours and on weekends for unit members.

8.3.8 Master Teacher

No unit member will be obligated to take an intern or student teacher; however, should he/she agree to train an intern or student teacher, all related funds realized by the district will be given to the master teacher for classroom use, less any expense incurred by the district for administering the program.

8.4 Support Service Teachers

Support service teachers will spend 300 minutes per day in student related and direct teaching time with students. No support teacher who travels between schools will be required to remain on duty after the close of his/her instructional assignment.

8.4.1 Split Assignment-2 Sites

Support service teachers who travel daily between two schools will report to their morning school sites at least fifteen (15) minutes before the start of their instructional assignments and will be at their teaching stations five (5) minutes before their first daily instruction is to start.

8.4.2 Split Assignment - 3 or More Sites

Support service teachers who travel daily among three or more schools will not be required to be at the school sites more than five (5) minutes before their first daily instructional assignment is to start.

8.5 TK/Kindergarten Teachers - Duty Day

All TK/kindergarten teachers' duties will relate directly to the TK/kindergarten program as specified in Education Code Section 46118; "a single session kindergarten class will meet all of the following criteria: (a) the class is maintained for a minimum of 200 minutes per day; (b) the kindergarten class teacher is assigned to only one session of kindergarten daily as a principal teacher; (c) the kindergarten teacher is a full time certificated unit member; and (d) the kindergarten teacher will be available for assistance or assignment in the instructional program of the primary grades when not involved in the kindergarten program."

8.5.1 Assignment Factors

The factors to be considered in assignment of TK/kindergarten teachers in the instructional program of the primary grades at their school sites:

8.5.1.1 Discussion will be held with the unit member affected prior to any assignment being made. In the event there is no mutual agreement between the site administrator and the unit member affected, either of these parties may request the superintendent review the assignment. The superintendent's decision regarding the assignment will be final.

8.5.1.2 Assignment will be made as close to the TK/kindergarten program as possible taking into consideration the kindergarten teacher's training and experience.

8.5.1.3 No TK/kindergarten teacher will be required to spend more than two hundred ninety (290) minutes per day in student related time.

8.5.1.4 Nothing in this Article will prevent a TK/kindergarten teacher from performing other assigned duties outside the primary grades when such assignment has been mutually agreed upon by the site administrator and the affected teacher.

8.6 Outdoor Education

8.6.1 Outdoor Education is an additional duty expected of a 5th grade teacher. When the teacher is unable to participate she/he will inform the site administrator. The District and LSEA will assist the teacher in finding a unit member with whom to exchange duties for the week.

8.6.2 Unit members may travel in their own vehicles at their own expense unless no adult supervision can be provided on the bus. The District will make all reasonable efforts to provide supervision, other than the unit member, on the bus.

8.6.3 Should a personal emergency affect a unit member who does not have her/his own vehicle, the District will reimburse the unit member for any cost of transportation necessitated by the emergency.

8.6.4 The stipend for Outdoor Education shall be $125 per day including staying overnight, equaling $500 for the four overnights over the five day period. This change will be effective July 1, 2018.

ARTICLE 9 - COMPENSATION

9.1 Definition

Compensation means salary and health and welfare benefits paid to unit members. It does not include retirement, workers' compensation, Medicare, or unemployment insurance costs paid by the District on behalf of unit members.

9.2 Salary Schedule

9.2.1 For the purposes of salary comparison, the parties agree to use the information from the other districts within San Mateo County.

9.2.2 Salary Schedule Placement (Unit members shall be paid according to the salary schedule, attached and incorporated into this Agreement. The schedule shall be effective as follows:

- 2022-2023 school year: The 2021-2022 salary schedule shall be increased by $5000 (five thousand dollars) per cell of the schedule, effective July 1, 2022.

- 2022-2023 and 2024-2025 Salary Schedules: Salary schedules for the 2022-2023 and 2023-2024 school years shall be subject to reopener negotiations in each of those years as described in Article 1 (Agreement) of this Agreement.
- Salary Schedule Restructure Committee: The parties agree to form a joint committee comprised of agreed upon representatives of the Association and the District to study options, best practices, cost implications, etc. related to restructuring the current salary schedule. The goal of the committee shall be to produce information in sufficient time for the parties to discuss in 2023-2024 reopener negotiations.

9.2.2.1 The following personnel rules and regulations for the District will apply. Initial placement on the salary schedule includes:

9.2.2.1.1 Salary credit for units that meet the following criteria: taken during the last semester of the teacher's enrollment as an undergraduate or after; credited on an official transcript as graduate units; and are in excess of the unit requirements for awarding of the undergraduate degree.

9.2.2.1.2 For placement on the pay scale, the district will recognize a total of 10 previous years of teaching experience including both private and public schools accredited by the Western Association of Schools and Colleges.

Commencing with teachers initially hired for and after the 2022-2023 school year, the District will recognize all previous years of teaching experience including both private and public schools accredited by the Western Association of Schools and Colleges. The parties agree this change is made pursuant to Education Code section 45028 (b)(1).

Teachers will receive credit for a year provided they taught ¾ of the 180-day school year. A "school day" must be approximately 4 hours or more of teaching time.

Credit for teaching experience will be given only for years during which the teacher held a current California Teaching Certification or a current certification from the state in which they taught.

9.2.2.2 Effective July 1, 2015, the salary provided at step A/O in column shall equal to the salary provided at step B1 in each corresponding column (e.g., step A/O in column II, shall equal step B1 in column II, step A/O column III shall equal step B1 column III etc.) Also effective July 1, 2015, advancement on the salary schedule includes:

9.2.2.2.1 Credit for number of years of service up to 13 and an additional increment beginning 16, 18, 20, 22, 24, 26, and 28 years of credited teaching experience. The newly added increments at years 18 and 22 years shall equal one-half (1/2) of the dollar amounts provided between the current increments; the dollar increment between years 26 and 28 shall be the same as the percentage difference between years 24 and 26.

9.2.2.2.2 Semester units of District-approved college work post AB/BS (or PGI equivalent), not to exceed 70.

9.2.2.2.3 No more than one degree will be counted toward a Master stipend. No more than one degree will be counted toward a doctorate stipend.

9.2.2.3 Effective prospectively beginning July 1, 2022, teachers serving in general education positions who earn a special education credential/authorization and are assigned to and serve in a position requiring such credential(s) shall be placed on the schedule according to all years of teaching service within the District.

9.2.2.4 Effective prospectively beginning July 1, 2022, teachers serving in general education positions who earn the required credential/authorization for and are assigned to and serve in a psychologist position shall be placed on the psychologist schedule according to all years of teaching service within the District.

9.3 Additional Pay

9.3.1 In addition to scheduled salary amounts, the following additional earnings apply:

- Teacher In Charge: $750
- Outdoor education: $125 per day including staying overnight, equaling $500 for the four overnights over the five day period. This change will be effective July 1, 2018
- Music Coordinator: $3,000
- Presenters for Professional Development Days & grade level meetings: $250 for full day presentations/meetings; $125 for half-day presentations/meetings. This change will be effective July 1, 2018.
- Presenters for Writer's Workshop: $500 per session (Total may be divided among presenters)
- Mentor Teachers in the Teacher Induction Support Plan shall be paid $42.00 per hour for a maximum of ten (10) hours per trimester unless more hours are approved. All hours must be pre-approved by Human Resources.
- Special Education: In order to attract and retain these hard to fill positions, unit members serving in positions requiring appropriate special education credentials/authorizations shall receive an ongoing, annual stipend of $5,000 per FTE for as long as they serve in such position(s).
- Early Notice Incentive: Unit members who provide written notice of resignation from the District that is received by the Human Resources Department by close of business January 31 will receive a one-time payment of $1,000.

9.3.2 Hourly Rate

The hourly rate for unit members is $50/hour (effective July 1, 2022) for additional work preapproved by the site administrator or District to occur beyond the duty day as defined in Section 9.3.3 of the negotiated Agreement. Effective January 1, 2018, this rate shall also apply to work performed through the Academic Center funded through the San Mateo County Office of Education. Effective July 1, 2018, the daily rate for unit members attending full day professional development will be $150 per day.

The hourly rate for unit members serving on District curriculum committees beyond the duty day as defined by section 9.3.3 shall be $50 (effective July 1, 2022).

Effective July 1, 2022 there shall be a single contractual hourly rate of $50 for eligible hours.

9.3.3 Unit members who are requested and accepted to work additional days beyond the number specified in the approved contract, exclusive of summer school assignments will be paid at a per diem rate calculated by dividing the individual's annual salary by the number of required work days. Six and one-half (6.5) hours will be considered as a full work day; seven and one-half (7.5) hours for school psychologists both of which are exclusive of the duty free lunch. This applies only to days outside of the contracted days for a given year. This provision will not preclude unit members from volunteering for extra assignments without pay.

9.3.4 The District may offer a stipend based on established substitute rate for: participation in staff development opportunities workshops offered during summer non-work days; and, to a part time unit member who serves as a member of the bargaining team on days when she/he is not required to work.

9.3.4.1 Unit members shall receive their per diem pay for completing mandatory District training by September 30. Unit members must submit a time card by October 15 in order to receive this pay.

9.3.5 Unit members who serve as substitutes on days that are not part of their regular duty/work year shall receive their per diem pay for such service.

9.4 Advancement on the Salary Schedule

9.4.1 Coursework

Credit shall be given for course work that has been approved for advancement on the salary schedule and for which official transcripts have been submitted to Personnel Services. Column advancement on the salary schedule shall be effective at the time, during the school year, that the official transcripts have been received. The District shall make the salary adjustment retroactive within three months following receipt of the official transcripts. (Appendix E)

9.4.2 Professional Growth Increment (PGI)
PGI activities must be completed prior to the day returning teachers report. Verification must be submitted to Human Resources by November 1st. PGI may not be transferrable to other districts.(Appendix E1)

9.5 Compensation for Temporary Teachers

9.5.1 Unit members on temporary contract, including temporary employees, emergency permit employees and interns, shall be entitled to all benefits provided for in this contract except for the Pre-retirement/Part-Time Employment and Independent Contractor programs, and shall be compensated in the same amount and manner as probationary and tenured unit members.

9.5.2 When regular openings occur, individuals who have served as temporary employees shall receive initial consideration for positions they are qualified to hold.

9.6 Re-employment Period

When permanent unit members who have been laid off by the Pacifica School District are re-employed following the expiration of the 39 month re-employment period, they will receive initial consideration for any position which they are qualified to hold. They will be compensated for all years of service with Pacifica School District, all the years credited by the District upon initial hiring, and for all units earned.

9.7 Health and Welfare Benefits

The following medical, dental, and income protection plans are available: CalPERS Medical Plan, Delta Dental Plan, and Income Protection plans for the unit member and his/her legal dependents, including domestic partners.

9.7.1 CalPERS

For unit members employed on or before June 30, 2015, the District will pay the minimum annual amount provided by law, in twelve (12) equal monthly payments In addition, the District will contribute to each unit member on an individual basis, an amount which, when added to the minimum annual amount provided by law described above, will be sufficient to provide employee and/or dependent medical coverage at one hundred percent (100%) of the cost of the premium up to an amount equal to the cost of full

family coverage for Kaiser, or Blue Shield. This contribution will be made monthly. This section shall remain in effect through the 2015-2016 school year, after which time the following provisions shall take effect;

9.7.1.1 Commencing with the August, 2016 pay warrant, the District will contribute to each unit member on an individual basis, an amount which, when added to the minimum annual amount provided by law described above, will be sufficient to provide employee and/or dependent medical coverage at one hundred percent (100%) of the cost of the premium up to an amount equal to the cost of full family coverage for Kaiser. In addition, effective July 1, 2020, the District will contribute to each unit member who chooses to participate in a higher cost medical plan, seventy-five percent (75%) of the difference in premium cost at each tier of coverage (hereafter referred to as the "differential premium contribution"). The unit member shall contribute the remaining twenty-five percent (25%) through automatic payroll deduction.

9.7.1.2 For unit members employed on or after July 1, 2015, whether full-time or part-time, the District will pay the minimum annual amount provided by law, in twelve (12) equal monthly payments. In addition, the District will contribute to each unit member on an individual basis, an amount which, when added to the minimum annual amount provided by law described above, will be sufficient to provide employee and/or dependent medical coverage at one hundred percent (100%) of the cost of the premium at each tier of coverage (single employee plus one dependent, and family) of the Kaiser plan.

9.7.2 Delta Dental

The District agrees to fully pay for the Delta Dental Service Plan #15997-0905 for unit members and legal dependents.

9.7.3 Vision Coverage

The District offers a voluntary vision plan that unit members may purchase.

9.7.4 Income Protection

The District agrees to provide a choice of the following income protection plans: American Fidelity, The Standard and MetLife. Should the unit member choose any of these plans, payment will be made by the unit member.

9.7.5 Eligibility

9.7.5.1 New unit members will indicate their choices of benefit plans by submission of completed application forms to the Personnel Services Department within 30 days of employment.

9.7.5.2 It will be the responsibility of the unit member to inform the District in writing of any changes in dependent status which affect benefit provisions. For additions of dependents, this notification will be received within 30 days of the change, or wait until the next open period to add a dependent. For deletions of dependents, this notification will be received within 30 days of the change or the unit member will reimburse the District for premiums involved.

9.7.5.3 For the 2014-2015 and 2015-2016 school years, If the unit member works only a portion of the school year, benefits will be prorated in the same ratio as salary. Part-time unit members will receive credit for a prorated amount of money, which can be allowed toward the cost of health and/or dental insurance.

9.7.5.3.1 Commencing July 1, 2015, unit members employed less than .5 FTE shall not be eligible to receive medical benefit coverage, in accordance with CalPERS eligibility requirements.

9.7.5.3.2 Commencing with the 2016-2017 school year (the August 2016 pay warrant) all part-time unit members shall be afforded District health benefit contributions to provide employee and/or dependent medical coverage on a prorated percentage based on their full-time equivalency (FTE) toward the cost of the premium at each tier of coverage single, employee plus one dependent, and family) of the Kaiser plan on the following basis:

9.7.5.3.3 Unit members employed between .75 and 1.0 FTE shall be considered full-time unit members.

9.7.5.3.4 Unit members employed between .5 FTE and .749 FTE shall receive a prorated District contribution toward each tier of Kaiser coverage.

9.7.5.4 Unit members on unpaid leave of absence status may continue coverage under District insurance policies here the insurance policy allows this, by sending to the District, in advance, the monthly rate for each month they are on such status.

9.7.6 Internal Revenue Service Code Section 125 Plan

The District will continue to offer a Section 125 Plan at no cost to the unit members. Unit members will automatically be enrolled in the portion of the Section 125 Plan that enables payment of premium contributions with pre-tax dollars. Unit members may also participate voluntarily in the flexible spending account ("FSA") portion of the Plan.

9.8 Mileage Reimbursement

Unit members who are required or requested to use their own vehicles in the performance of their duties will be reimbursed at the IRS reimbursable rate per authorized mile. (Appendix H)

9.9 Compensatory Time

9.9.1 Unit members will earn compensatory leave for attending District committee meetings which are held in the evenings. Six compensation periods/hours will entitle the unit member to take one (1) full day leave with pay.

9.9.2 Compensatory leave may be taken in full day or partial day increments, at the unit member's option, provided written notice is given to the site administrator at least five (5) work days in advance of taking the leave. Compensatory leave taken in full day increments will be taken normally within thirty (30) work days of earning; however, if this is not possible, the leave must be taken within sixty (60) work days of original accrual.

9.9.3 Except for unusual circumstances, compensatory leave may not be taken on a Monday, a Friday, during the last two (2) weeks of the school year, or in conjunction with a holiday.

9.9.4 Unused hours of leave may be carried forward into the next school year following accrual; however, such accrued leave must be taken within thirty (30) work days following the accrual of one (1) full day of leave.

9.9.5 Each unit member will be responsible for maintaining a record of her/his compensatory leave on the appropriate District form. (Appendix I) Compensatory time will be recorded by the unit member and verified by the appropriate administrator within ten (10) work days of the accrual.

ARTICLE 10 - SUMMER SCHOOL

10.1 Vacancies/Applications

10.1.1 Anticipated summer school vacancies will be posted at each work site no later than May 20. Summer school assignments will be made not later than the last day of school.

10.1.2 Applications for the position of summer school teacher will be submitted to Human Resources by May 26. Each applicant will be notified as to the status of her/his application by June 1.

10.2 Assignments

10.2.1 Prior to the assignment of summer school positions, lists will be generated from applicants for summer school selection, developed according to school site and credentials required to teach in the summer school program (students entering 1st-8th grades for the upcoming school year) Copies will be sent to the Association by the last day of school.

10.2.1.1 Applicants' names will be placed on the appropriate school site list(s) in order of seniority, using the District's seniority list.

10.2.1.2 Positions will be determined by first offering employment to the top names on the appropriate school site lists. If no one from the school list accepts employment, applicants located

at other school sites shall be offered summer school employment based upon credentials required and seniority.

10.2.1.3 Should a unit member refuse employment, her/his name will be removed from the current list and the next person on the list will be offered employment.

10.2.1.4 Should a unit member be employed for the summer, her/his name goes to the bottom of the next summer's appropriate list(s) after any new applications are received and placed on the list(s) the following May 15.

10.2.2 All positions will be filled from the bargaining unit unless insufficient applications are received or the applicants do not have the proper credential.

10.2.3 A list of those tentatively assigned will be sent to the Association by June 1 and be posted at each site by the last day of school.

10.2.4 Contracts for summer school will be offered on a contingency basis, depending upon actual attendance of summer school students. Any changes in assignments will be discussed with the individuals involved, considering the last hired from the list and proper credential. No unit member will be required to teach summer school.

10.2.4.1 If the enrollment of summer school students in a summer school class is fewer than twelve students, the District has the discretion to cancel the class. Except for band, maximum size for summer school shall be 15 students.

10.3 Compensation

10.3.1 Salary for summer school will be a flat amount of. $175.00 per day for three (3) hours of instruction per day and one half (1/2) hour of preparation time per day for a total of three (3) and one half (1/2) hours per day.

10.3.2 Speech/Language teachers who work an Extended School Year to deliver speech and language services to students as per their IEPs will be paid at a rate $42.00 per hour for each hour they instruct children.

10.4 Site Funded Summer Programs

Site funded summer programs will be exempt from 10.1 and 10.2. All positions will be filled from the bargaining unit unless insufficient applications are received or the applicants do not have the proper credential.

10.5 Kindergarten Summer Programs

Kindergarten summer programs will be exempt from 10.1 and 10.2. All positions will be filled from the bargaining unit unless insufficient applications are received or the applicants do not have the proper credential.

ARTICLE 11 - CLASS SIZE

11.1 Guidelines

11.1.1 The parties agree that consistent with the Local Control Funding Formula (LCFF) eligibility requirements to receive Grade Span Level Adjustment revenue, the District may staff K-3 classes at an average of 24:1 across these grade levels per school site. If the District anticipates that K-3 classes will exceed this 24:1 ratio by an additional student for over a two week period, then the District and LSEA will meet to discuss approval of a class size waiver. If a waiver is agreed to, this shall be considered a "collectively bargained alternative" pursuant to Education Code section 42238.02.

In grades 4-8 self-contained classrooms, the maximum class size shall be 32+1.

11.1.2 The parties agree to increase the maximum daily contacts at the middle school for 6th through 8th grade physical education teachers to180.

11.1.3 The parties agree to increase the maximum daily contacts at the middle school for 6th through 8th grade teachers to160, except by mutual agreement between the unit member and site administrator.

11.1.4 Changes in class/grade level configurations will be determined by the site administrator in collaboration with her/his staff at each school site. The changes may consist of: the number of combination classes, the distribution of combination classes, or the student assignments.

11.1.5 In order to provide one (1) period of preparation time for each full time 6-8 teacher in departmentalized middle school programs, the staffing pattern will provide for one extra upper-grade teacher for each five (5) sections of classes or major portion thereof.

11.1.6 Each principal shall meet with the self-contained grades 4 – 8 staff to discuss and plan ways to provide support and assistance due to the contrast in workloads resulting from primary class size reduction and program needs.

Such plans should include consideration of parent/teacher conferences, report cards, data collection, and testing due to the grade 4 – 8 class sizes.
Plan shall be formulated and forwarded to the Superintendent and the LSEA negotiating team by the end of each school year.

11.2 Students with Special Needs

11.2.1 Students with special needs should receive special consideration when placed in regular classrooms. The site administrator will consult with staff when making assignments and may attempt to evenly distribute Resource Specialists students, Special Day Class Students, and English Language Learners. (also refer to Section 11.4) One option to be considered is lowering class size when enrollment permits.

11.3 Combination Classes

11.3.1 Whenever enrollment patterns, available facility space, and the District's financial resources permit, the District will make every effort to minimize the incidence of combination classes, unless the establishment of combination classes is consistent with the attainment of a particular staff's educational program.

11.3.2 Combo-class size will conform to contractual limits for regular classes. However, a staff may consult with the site administrator when combo-class enrollment at a school site permits varying class size room by room. One alternative which may be considered during the consulting process is lowering combo-class size when enrollment permits.

11.3.3 Teachers will only be assigned to combo-classes by the site administrator after consultation with all staff members.

11.3.4 The site administrator will consult with the school staff regarding guidelines for placement of students in the combo-classes, including special consideration of mainstreamed grade combination classes.

11.3.5 COMBINATION CLASS SUPPORT

Commencing with the 2018-2019 school year, the District will provide each unit member teaching a combination class in grades TK-5 one (1) hour per day of paraprofessional time primarily to support teachers with the Bridges math program. This applies to combination classes established by the District and not to combination classes established through a site based decision-making process.

A subcommittee comprised of a mutually agreed upon number of TK-combination teachers and District representatives shall meet up to three (3) times during the 2018-2019 and 2019-2020 school years to assess the impact of this MOU. If this subcommittee meets beyond the duty day as defined by section 9.3.3 of the Agreement, unit members shall be paid for such time at the $42.00 hourly rate. In 2019-2020, this subcommittee shall meet sufficiently in advance to inform decisions regarding whether this MOU continues beyond the 2019-2020 school year.

This Memorandum of Understanding shall be effective for the term of the current negotiated Agreement (through the 2019-2020 school year), and thereafter shall expire automatically unless agreed to otherwise by written agreement of the parties.

11.4 Full Inclusion

11.4.1 Inclusive education students are those with severe disabilities and special needs requiring unusual support as identified by the IEP team, and who attend age-appropriate education classes.

11.4.2 Any unit member who will be impacted by full inclusion will receive prior notification.

11.4.3 Each school with an inclusion student, a full inclusion planning team consisting of those who may be affected, will be organized to ensure that the appropriate resources and support services, such as an aide/health assistant, defined by the IEP are provided.

11.4.4 The school full inclusion planning team will develop solutions to problems unique to full inclusion including, but not limited to, physical space, teacher/parent conferences, and concerns.

11.4.5 Unit members impacted by full inclusion will be offered opportunities to participate in appropriate training necessary for successful implementation. Such training will be provided during release time or compensated pursuant to Section 9.2.2.4 or Article 16 of this agreement.

11.5 Home Schooling Program

Consistent with Education Code section 51745.6, the caseload for the Homeschool Program will not exceed the equivalent ratio of average daily attendance to full-time equivalent certificated employees providing instruction in other educational programs operated by the school district, unless a different average daily attendance ratio is provided in this Agreement.

11.6 Transitional Kindergarten

The District will staff TK classrooms according to the student to adult ratio established by state law. For the 2022-2023 school year, this ratio is 12 to 1 (with a maximum class size of 24), and for the 2023-2024 school year this ratio is expected to be 10 to 1 (with a maximum class size of 20) contingent on available state funding.

11.6.1 If a TK paraprofessional is absent, the HR Department shall assign a substitute or other qualified personnel to the classroom in order to meet the mandatory ratio.

11.6.2 The district will comply with the birthday requirements for enrollment into TK,consistent with applicable law and regulations.

ARTICLE 12 – LEAVES

12.1 Application/Conditions

A leave of absence is an authorization for a unit member to be absent from duty, generally for a specific period of time.

12.1.1 Application

The District will grant leaves of absence as described in this Article to unit members upon application. Application will be made in advance, if possible, for short-term leaves (five (5) working days or less), or application will be made according to specific deadlines for long-term leaves (six (6) working days or more). A unit member will not take unauthorized leave except in emergency situations.

12.1.2 Leaves for Other Reasons

The District may grant leaves for reasons not listed herein. Such leaves will be without compensation. The circumstances necessitating the request for such leave will be the determining factor in considering its approval and length of time for which it may be granted.

12.1.3 Procedure

Applications for leave, where required, will be submitted in writing, to the immediate supervisor who will forward such requests with a recommendation to the administration for review and appropriate action. Leaves of absence for a period of five (5) working days or less (i.e., short-term leaves) may be granted by the superintendent or his/her designee. Leaves for a longer period of time (i.e., long-term leaves) will be submitted to the Board of Trustees for action.
(Appendix J)

12.1.4 Leave without Pay

While on leave of absence without compensation, salary deduction will be made at a per diem rate, unless otherwise stipulated.

12.1.5 Continuation of Health and Welfare

Unit members on leave without compensation may continue coverage under District insurance policies, when allowed by the policy, by paying to the District the required amount prior to the beginning of each month in which a payment to the insurance carrier must be made.

12.2 Bereavement Leave

A unit member will be entitled to a maximum of three (3) days leave of absence, or five (5) days leave of absence if out-of-state travel is required, without loss of salary, on account of a death in the immediate family.

12.2.1 Immediate Family

Immediate family is defined as: mother, father, grandmother, grandfather or grandchild of the unit member or of the spouse of the unit member; and the spouse, domestic partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, or any person living in the immediate household of the unit member. Anyone who, over a period of time, has held the position of such a member may be considered a member of the immediate family.

12.2.2 Funeral of Personal Friend

A unit member may receive time up to one (1) day with full pay to attend the funeral of a personal friend.

12.3 Return from Leave

Upon return from paid leave, including Family Leave, the unit member will be reinstated to the position held prior to the leave. Every attempt will be made to ensure that a unit member returning from unpaid leave will not be placed more than two (2) grade levels either above or below the previous assignment.

12.4 Child-Rearing Leave

In the case of the birth of a child, or adoption of a child, any unit member will have the right to a leave without pay for child-rearing purposes. (Appendix J-1)

In cases where both parents may be unit members, only one will be entitled to such leave. In the case of a female unit member, the application for child rearing leave will become effective on the date medical disability terminates.

12.4.1 Length of Leave

Child-rearing leave may be granted for a period of up to the end of the school year in which the birth or adoption of the child occurs, but may, upon the request of the unit member and at the option of the Board, be extended for up to two additional school years. Requests for extensions must be made by March 1 of each of the preceding school years.

12.4.2 Board Determination

Except for Section 12.4.1, above, the dates for the commencement and termination of child-rearing leaves will in all cases be subject to determination by the Board that such leaves will not substantially interfere with the administration of the school or with the education of the pupils.

12.4.3 Application

Applications for child-rearing leave will be filed at least three (3) months before the anticipated birth of a child, or adoption of a child, if possible.

12.5 Family Leave

Upon exhaustion of all paid leave, a unit member will be provided unpaid leave for up to twelve (12) weeks within a twelve (12) month period. Leaves can be continuous, intermittent, or accomplished through a reduced work schedule. Leaves may be taken for the following reasons:

12.5.1 Reasons

- the birth or adoption of a child;
- to provide foster care to a child;
- to care for a seriously ill child of the unit member;
- serious health condition suffered by the unit member or by his or her spouse, parent, child or member of immediate household

12.5.2 Health and Welfare Benefits

During the leave the District will continue to provide health and welfare benefits consistent with Section 9.5 of this Agreement.

12.5.3 Notice

When possible, the unit member will give the District at least thirty (30) days notice prior to the taking of leave.

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

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

12.5.4 Certification

The request for leave to care for self, child, spouse, parent or member of immediate household with a serious health condition will be supported by a certification from the health care provider of the person requiring care; the unit member will provide certification from his/her health care provider that he/she is able to resume work.

12.5.5 Child Bonding Leave: Each bargaining unit member may be allowed up to twelve (12) weeks leave for purposes of child bonding occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA).

12.5.5.1 Pursuant to the CFRA, child bonding leave must be completed within one year of the birth, adoption, or foster care placement of a child.

12.5.5.2 Pursuant to Education Code Section 44977.5, in order to qualify for child bonding leave, unit members must have completed one year (twelve months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one year (twelve months) period.

12.5.5.3 For the birthing parent, the 12 week child bonding leave shall commence at the conclusion of any pregnancy disability leave.

12.5.5.4 For non-birthing parents, the 12 week child bonding leave shall commence on the first day of such leave and run concurrently with the Family Medical Leave Act (FMLA) and CFRA.

12.5.5.5 Pursuant to Education Code section 44977.5, if a unit member exhausts his/her accumulated sick leave, s/he shall be entitled to differential pay as defined in section 12.17 for the balance of the 12 week period.

12.5.5.6 The minimum duration of child bonding leave shall be two weeks, provided that the District shall grant up to two requests for child bonding leave of fewer than two weeks.

12.5.5.7 Where both parents are employees of the district, the two parents are entitled one twelve (12) work weeks of bonding leave.

12.5.5. 8 The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.

12.6 Conference Leave

The Association and the District agree that attendance of unit members at such conferences, workshops, observations and professional meetings directly relating to improvement of the educational program is valuable in improving the competency of each individual and thereby that of the District.

12.6.1 Approval

Leave may be granted without loss of pay for attendance at such conferences, workshops, observations and professional meetings. Advance approval from the Superintendent or designee is required. Reimbursable expenses will be allowed as determined by the Board.

12.6.2 Curriculum/Department of Education Conferences

In addition, the recognized Association will be allowed to select one representative per conference to attend up to six (6) Curriculum and/or State Department of Education conferences per year. The Association will pay the attendees conference expenses; the District will provide a substitute.

12.7 Extended Leave – Health

A unit member may apply by letter for extended leave for reasons of health. This leave will be granted upon verification of need by a licensed medical advisor and will be a minimum of one (1) week and a maximum of one (1) calendar year.

12.7.1 Medical Verification

If the individual is absent for an extended period of time (over three (3) weeks), the individual will request the licensed medical advisor to send the District a statement which includes the following information:

12.7.1.1 The nature of the illness; the time away from work that the licensed medical advisor estimates to be necessary; the licensed medical advisor's estimation of the approximate date the individual will be able to return to full duty.

12.7.1.2 The intention of a unit member to return to work following extended leave for reasons of health will be communicated to the District in writing at least forty-eight (48) hours in advance, along with a licensed medical advisor's statement certifying the unit member's ability to return to full-time service.

12.8 Industrial Accident and Illness Leave

An industrial accident or illness as used in this section means any injury, accident, or exposure to contagious disease whose cause can be traced to the performance of services to the District and which qualifies under the provisions of the California Worker's Compensation Insurance Law.

12.8.1 Compensation

Full salary will be provided for each industrial injury and illness from the first day of absence to and including the last day of absence, not to exceed sixty (60) working days in any one fiscal year for the same incident. Allowable leave under this section will not be accumulative from year to year, and will not be deducted from regular sick leave allotments.

12.8.2 Use of Sick Leave

Upon conclusion of the industrial paid leave, any available sick leave benefits may be used. For sick leave purposes, the absence under this procedure will be deemed to have commenced on the day of termination of the industrial paid leave. After the expiration of all industrial and sick paid leave, a unit member who is unable to return to work, as determined by a licensed medical advisor, will be granted additional leave without pay for up to one year. Such leave may be extended for a second year for good and sufficient cause.

12.8.3 Continuation of Benefits

Leaves under this section will not be considered a break in service, and the unit member will continue to receive increments.

12.8.4 Job-related

A job-related accident or illness will be reported to the site administrator as soon as possible after the accident or illness occurs.

12.8.5 Medical Examination

The District has the right to have the unit member examined by a medical advisor designated and paid by the District, or by the unit member's personal physician previously designated on a District form (Appendix J-2), to assist in determining the length of time during which the unit member will be temporarily unable to perform assigned duties and the degree to which the disability is attributable to the industrial accident or illness.

12.8.6 Endorsement of Wages

For any days of absence from duty as a result of the industrial accident or illness, the unit member will endorse to the District any wage loss benefit check which makes the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary if there had been no industrial accident or illness.

12.8.6.1 If the unit member fails to endorse to the District any wage loss disability indemnity check received because of the industrial accident or illness as provided above, the District will deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member. Final allowance for permanent disability settlements will not be subject to remittance to the District.

12.8.7 Education Code Provisions

All mandatory provisions of the Education Code, including Section 44984 will govern unit members on Industrial Accident and Illness Leave.

12.9 Judicial and Official Appearances

12.9.1 Judicial Leave

Unit Members will be provided paid leave for regularly called jury duty.

The unit member will submit a written request and supporting documents for an approved absence prior to the beginning date of the jury duty. If the

unit member receives a fee, the unit member will reimburse the District for this amount, less any transportation and/or meal allowance

12.9.2 Witness Leave

In the event a unit member is subpoenaed as a witness in court for the Federal or State government or any of its subdivisions, no deduction will be made from the unit member's salary during the term of absence from duty. The term of absence will be sufficient to cover the appearance and need not be a full day.

The unit member will submit a written request and supporting documents for an approved absence prior to the beginning date as a witness. If the unit member receives a fee, the unit member will reimburse the District for this amount, less any transportation and/or meal allowance. If the case is canceled or postponed, the unit member will notify the District at the earliest feasible time and will report back to work.

12.10 Military Leave

All unit members will be entitled to all the rights and privileges regarding military leaves of absence provided by State law, including Sections 389 and 395 of the Military and Veterans Code.

12.11 Legislative Leave

A unit member who is elected to the State Legislature or Congress will be entitled to an unpaid leave of absence for the length of term in office. Within six months after the term of office of such unit member expires, the unit member will be entitled to return to the position held at the time of the election.

12.12 Personal Necessity Leave

12.12.1 Personal Necessity Leave (which is earned under Section 12.16, Sick Leave) may be used at the unit members' election for the purposes identified below; the unit member will indicate the applicable category of leave on the District form.(Appendix H)

a) additional bereavement leave

b) accident involving unit member's person or property or the person or property of a unit member's immediate family;
c) immediate family illness;
d) appearance in court as a litigant or as a witness under an official order; a copy of the court order or official evidence must be submitted as verification;
e) imminent danger to unit member's property
f) conducting personal business which cannot be attended to outside of normal work hours
g) adoption of a child;
h) religious observance;
i) child bonding.

12.12.2 The site administrator will be given advance notice of the leave including the duration, to the extent that emergencies or circumstances beyond the unit member's control do not preclude such notice.

12.12.3 Use of more than seven (7) days in any school year will require advance approval.

12.12.4 Normally this leave may not be used for the extension of a holiday or break or other employment.

12.12.5 If the unit member does not have any sick leave remaining in a given year, leave for reasons identified above and within the limitations of this Article, may be taken and the deduction will be at the applicable substitute daily rate.

12.12.6 If the unit member elects not to use sick leave for any of the preceding purposes, a deduction will be made from salary at the unit member's daily rate.

12.13 Leave for Non-Designated Purpose

12.13.1 Unit members are entitled to three (3) days of leave for non-designated purposes per school year. Non-designated leave will not be used for other employment or an extension of a holiday or break.

12.13.2 Days utilized for non-designated leave will be deducted from sick leave. If a unit member elects not to use sick leave, a deduction will be made from salary at the daily rate.

12.13.3 The site administrator will be given advance notice of the leave, including the duration, to the extent that emergencies or circumstances beyond the unit member's control do not preclude such notice.

12.14 Professional Growth Leave

Professional leaves of absence, without compensation, for study or travel, will be granted for a minimum of one semester and a maximum of one (1) school year. (Appendix J-3) Professional leaves of absence for teaching outside of the United States will be granted for a minimum of one (1) school year and may be extended for one additional year. Applications for leave must be submitted by May 1 of the school year prior to the one in which the leave is to take place. Persons granted leave for a full school year must inform the District in writing regarding their intentions to return to the District by not later than March 1 of the school year in which they are on leave. If notice is not received by that date, the position will be declared vacant.

12.14.1 If the leave is for study, the study program must be submitted in advance for approval by the District. At least sixteen (16) semester units of work shall be completed during the year of study. A special project or research problem may be substituted for the unit requirement if approved in advance. Transcripts or other evidence of completion will be submitted to the Personnel Services Department within sixty days of the unit member's return to duty, except that if salary credit is to be granted a transcript must be filed.

12.14.2 If the leave is for travel, the unit member will include with the application for such a leave an itinerary in general terms of the proposed travel, together with a statement concerning the objectives of the travel.

12.14.3 Unit members granted leaves for study or travel will not receive experience credit for the time involved. Unit members granted leave for teaching outside of the United States shall receive credit for experience for the year.

12.15 Sabbatical Leave

Sabbatical leaves are approved under provisions of the Education Code for the purpose(s) of study, travel or projects which will benefit the District. (Appendix J-4)

12.15.1 The District agrees to approve sabbatical leaves for 1% of the members of the bargaining unit, rounded to the nearest whole person, in a given year. Eligibility for sabbatical shall be seven (7) years of consecutive full time service in the District.

12.15.1.1 During a full year sabbatical, a unit member must complete18 semester units of study, four months of travel or a previously approved project.

12.15.2 Applications for a sabbatical leave shall be submitted to personnel services by March 1 of each year. Applications must have the site administrator's or immediate supervisor's signature indicating it has been reviewed.

12.15.3 A sabbatical leave committee consisting of two administrators, appointed by the superintendent, and two unit members, appointed by the Association, will review all applications and select those to be recommended by the superintendent to the Board for approval.

12.15.3.1 Where more teachers apply for sabbatical leave than the District is required to grant, the following criteria shall be applied by the Sabbatical Leave Committee.

a. Individual's seniority in the District.
b. Total length of individual's professional service.
c. Specific purpose of the sabbatical. Sabbaticals are to be designed to contribute directly to the educational program of the District and applicants must demonstrate how the sabbatical project shall enhance the effectiveness of the applicant and other District employees in improving services to the students of the District.

12.15.4 All sabbaticals shall start at the beginning of a semester, unless otherwise recommended by the Sabbatical Leave Committee and approved by the Board.

12.15.5 Compensation shall be one-half (1/2) of the unit member's regular salary. Unit members who wish to receive a salary allowance while on leave must furnish a bond. If a bond is not furnished, salary shall be paid in two equal installments, at the end of the first and second years after the unit member has returned to regular status. Credit union shares or certificates of deposit may be pledged in lieu of a bond.

12.15.6 Unit members on a sabbatical leave shall have the option of continuing their district insurance programs, with one-half (1/2) of the cost paid by the district.

12.15.7 Unit members on a sabbatical leave shall be credited with a year's service for purposes of advancing on the salary schedule.

12.15.8 STRS credit shall be earned at one-half (1/2) the regular rate. The normal rate of deduction for STRS shall be applied to the salary actually received while on a sabbatical leave.

12.15.8.1 In the case of injury to, or illness of, the member during sabbatical leave which prevents his/her completing the purpose of the leave, the sabbatical leave shall be terminated and all provisions for sick leave will apply. If death occurs, no repayment of salary will be required of the member's estate.

12.15.9 The member who has taken sabbatical leave will file with the Director Human Resource Services, for transmission to the Board of Trustees, a report and or a presentation within sixty (60) days after returning, giving evidence that the program of study and/or travel has been carried out.

12.16 Sick Leave

Every full-time unit member shall be entitled to ten (10) days of leave for illness or injury with full pay for each year of service. Unused sick leave will accrue from school year to school year. A unit member may use sick leave at any time during the school year. If a unit member should leave the employ of the District before the end of the year, any moneys drawn for sick leave in excess of the rate of one day per month will be refunded to the District.

12.16.1 A unit member who is absent for one-half (1/2) workday or less shall have deducted one-half (1/2) workday from the accumulated sick leave; and if the absence exceeds one-half (1/2) workday, a full workday will be deducted from accumulated leave.

12.16.2 The District shall, between September 1 and December 1, notify in writing all unit members of the number of accumulated days of sick leave and their entitlement for the school year.

12.16.3 Sick Leave may be utilized for any of the following conditions:

- Unit member's child, parent or spouse illness (sick leave earned in a six month period may be used – 6 days);
- unit member's own illness or injury;
- unit member's dental, eye and other physical or medical examinations or treatment by a licensed medical advisor if it is not feasible to arrange appointment on non-duty time;
- unit member's medical disability, including disabling conditions caused by pregnancy and/or childbirth, as verified by a licensed medical advisor.

12.16.4 A unit member must contact the District as soon as the need to be absent is known, and, if feasible, at least two (2) hours prior to the start of class to permit the employer time to secure a substitute.

12.16.5 When ready to return to work, the unit member should call the school or department not later than one-half (1/2) hour before the unit member's last class is dismissed. For unit members not assigned to a classroom this call must be received at least one hour before the close of the unit member's work day, including Friday. If a call is not received by the required time, the substitute will be requested to return and the unit member will be charged with a day of absence.

12.16.6 After returning to work from sick leave, all unit members will be required to verify the specific reason for their absence.

12.16.7 Any unit member who is absent by reason of illness or injury for more than five (5) consecutive days will be required to provide a licensed medical advisor's statement of illness or injury and, upon

return to work, the medical advisor's acknowledgment that the unit member is able to return to full duty.

12.17 Extended Disability

Upon exhaustion of all accumulated sick leave, a unit member absent for reasons of illness or accident shall be entitled to up to one hundred (100) work days of paid leave minus the minimum daily rate for a substitute.

12.17.1 District shall pay the same insurance premiums as if the unit member were on duty.

12.17.2 The provisions of this Section shall be limited to a maximum period of five (5) months per illness or accident in any one (1) school year. If the five (5) school months extend beyond the end of the school year the balance shall be utilized the next school year.

12.17.3 A unit member whose absence extends beyond the five (5) school month period may, on written notice to the District from a licensed medical advisor, be granted leave of absence without compensation under the provisions for Extended Leave -Health or Family Leave and may apply for Catastrophic Leave. (See Article 3.12)

12.17.4 After Extended Leave-Health or Family Leave and/or Catastrophic Leave if granted or provided, and the employee is unable to return to work, he/she shall be placed on a reemployment list for 24 calendar months if probationary and 39 calendar months if permanent.

12.17.5 If during the reemployment period, an employee is able to return to work, he/she shall be placed in the first available vacant or new position for which the employee is credentialed and qualified to serve.

12.18 Unused Sick Leave

Any unit member who was previously employed by another California school district will be entitled to transfer credit for accrued sick leave, providing that such transfer is requested within the first year of employment.

12.18.1 Unit members who have resigned or who have been dismissed because of a reduction in service or a loss in ADA will be entitled to accrued sick leave if re-employed within 39 months of termination.

12.18.2 A retiring unit member who is also a member of State Teachers' Retirement System will be credited at retirement for each day of accumulated and unused sick leave as computed by State Teachers' Retirement System, subject to the applicable provisions of the Education Code.

12.19 Catastrophic Leave Bank

12.19.1 Definition

Catastrophic illness or injury means an illness or injury that is expected to incapacitate the unit member for an extended period of time, or that incapacitates a member of the employee's family so that the employee is required to take time off from work for an extended period of time to care for that family member.

12.19.2 Eligibility
The unit member has exhausted all of his or her **accrued** sick leave.

12.19.3 Catastrophic leave credits may be used in full day increments only.

12.19.4 Procedures for Contributing Sick Leave

12.19.4.1 Unit members may contribute only full day sick leave credits during an open enrollment period specified by LSEA.

12.19.4.2 Contributions of sick leave credits are irrevocable.

12.19.5 Association Committee
An LSEA Leave Bank Committee comprised of three (3) representatives and an alternate will administer the provisions of this leave bank. The Leave Bank Committee will:

12.19.5.1 Confirm the eligibility for catastrophic leave.

12.19.5.2 Determine the number of days to be granted, not to exceed **60** days **per person** in one school year, based on available sick leave credits in the bank.

12.19.5.3 Establish procedures for requesting and donating sick leave credits.

12.19.5.4 Ensure that a sufficient number of days are in the leave bank to meet anticipated needs.

12.19.5.5 Approve and designate appropriate forms for donating and requesting leave credits.

12.19.5.6 Be bound by appropriate rules of confidentiality.

12.19.6 Miscellaneous

12.19.6.1 Unit members receiving workers' compensation benefits for industrial illness/injury will not be entitled to use the leave bank.

12.19.6.2 Approval or denial of leave bank requests will be final and not subject to the provisions of Article 6, Grievance Procedure.

12.19.6.3 District paid health and welfare benefits will continue while any unit member is using leave bank days.

ARTICLE 13 - STANDARDS BASED EVALUATION PROCESS

13.1 General Information

13.1.1 The evaluation process is designed to assist the unit member in improving his/her performance and to acknowledge individual strengths. This can best be achieved in a supportive, cooperative atmosphere. Ongoing informal classroom visits by the site administrator/primary evaluator throughout the year will foster this atmosphere, and will complement formal classroom observations. The expectation is that administrators will devote as much time as needed to support unit members in their professional development.

The expectation is that a unit member will devote time for self-reflection and the improvement of her or his craft.

13.1.2 Evaluations are based on the California Standards for the Teaching Position Profession, Standards for Speech and Language Pathologists, Instructional Coaching Standards, the Standards for School Psychologists, and the California Standards for the School Counseling Profession. It is the intent of the parties to utilize these standards as they evolve and change over time. Should the District create additional certificated positions outside these parameters, both parties will meet to discuss evaluation standards.

13.1.3 Evaluation will be based upon data obtained from the unit member's performance of all assigned duties and responsibilities. No evaluations will be based on a unit member's political and/or organizational activities or preferences.

13.1.4 The evaluation form will be prepared digitally.

13.1.5 Unit members will not participate in the evaluation and/or observation for evaluative purposes of other unit members.

13.1.6 The evaluation will be conducted by the site administrator for classroom teachers or district special education administrator for school psychologists and SLPs to whom the unit member is directly responsible. Although portions of the evaluation may be delegated to other administrators, the site administrator or immediate supervisor who is ultimately responsible for the final written evaluation will sign the evaluation.

13.1.7 Unit members who are regularly assigned to work at more than one site will be evaluated by the administrator who is in charge of the program in which the evaluatee works. Designated site administrators will also evaluate these unit members on the same basis as other unit members and will forward a copy of their evaluation to the program administrator for use in discussion with the evaluatee. A copy of the final evaluation will be forwarded to the site administrator where the unit member is working.

13.1.8 In the event a unit member has two (2) half-time assignments at two (2) school sites, the two (2) site administrators and the unit member will mutually agree on which site administrator will complete the formal evaluation procedure. The second site administrator will complete an observation form and submit it to the site administrator completing the formal evaluation.

13.1.9 Definitions of Terms:

DAYS - Evaluatee's working days.

EVALUATEE - Any unit member.

EVALUATOR - Any designated administrator.

EVIDENCE - Concrete or observable data to support plan.

FORMAL OBSERVATION - Pre-scheduled classroom observation for the purpose of structured communication with the unit member, including completion of the "Observation of Classroom Teaching" form.

INFORMAL OBSERVATION - Brief unscheduled visits by administrator(s) for the purpose of ongoing communication with unit members.

KEY ELEMENTS - Descriptors, which define the specific expectations within each standard.

FINAL EVALUATION TERMINOLOGY:

a. Standards met: Most evidence supports plan.
b. Standards partially met: Some evidence supports plan.
c. Standards not met: Minimal evidence of plan met.

13.2 Timelines

13.2.1 Initial conference deadline for determining the standards and key elements is:

- October 15 for Non-permanent unit members with less than four years experience in the district.
- October 30 for Permanent unit members

13.2.2 Formal observations must be completed by:

- May 1 for Unit Members in their First Year of Permanent Status
- March 1 for continuing Non-permanent unit members with less than four years experience in the district
- April 15 for Permanent unit members

13.2.3 Final evaluation must be completed by:

- May 15 for Unit Members in their First Year of Permanent Status

- March 15 for continuing Non-permanent unit members with less than four years experience in the district
- No later than 30 calendar days before the last working day on the evaluatee's calendar for Permanent unit members

13.2.4 For unit members who share a split year assignment, the fall semester unit members will receive a completed, written evaluation by December 15; the spring semester unit members will receive a completed, written evaluation by May 15.

13.2.5 Permanent unit members will be evaluated using either Process I or Process II. Nonpermanent teachers will be evaluated using process I.

13.3 Process I (Available to all bargaining unit members)

13.3.1. The primary focus in the evaluation shall be on coaching, support and feedback related to the Standards.

13.3.2 The initial conference for determining the standards and the key elements is the first step in the process. The unit member will meet with the evaluator to discuss the evaluation process and evidence to be observed/collected, and the forms that will be used. (Appendix K-3 updated 6/2/22)

13.3.3 Formal Observations

The formal observations are part of the second step in the process. The following format shall be followed for each formal observation:

- Pre-observation Conference - Review the lesson plan and evidence to be collected for upcoming formal observation.
- Observation: The observation will be a minimum of twenty continuous minutes.
- Post-observation Discussion: Except for unforeseen circumstances, no later than three working days after formal observation a discussion between observer and evaluatee will take place.
- Post-observation Written Summary: No later than ten working days after observation the evaluatee will receive the written summary. Meeting to discuss this written observation is not required. (Appendix K-4 updated 6/2/22)

- Frequency of Formal Observations: No more than one in any five day working period.
- Number of Formal Observations: Minimum of two), maximum of three (more by mutual agreement).
- Observation feedback will be centered around but not limited to identified standards of focus so that feedback is meaningful. The site administrator/primary evaluator will offer support, methods and/or ideas as needed.

13.3.4 Informal Observations

Informal observations by the administrator throughout the year are intended to foster dialogue and support of the evaluatee.

13.3.5 The final written evaluation is the last step in the process, unless remediation is required. This written evaluation will be given to the evaluatee for signature and comments. (Appendix K-5 updated 6/2/22)

13.3.6 If the unit member disagrees with the content of the evaluative data submitted, the unit member will have the right to submit, within ten (10) working days, a statement presenting additional facts, information, explanations and/or viewpoints which will be attached to each copy of the evaluation. A copy of all attachments will be sent to the site administrator or immediate supervisor.

13.4 Non-Permanent Unit Members

13.4.1 General Provisions

13.4.1.1 Non-permanent unit members shall be evaluated each year, as required by law in order to determine whether or not the individual is meeting district standards.

13.4.1.2 All temporary and probationary unit members will be evaluated pursuant to legal requirements, using the process described in Process 1.

13.4.1.3 By October 15th the unit member will meet with the evaluator to discuss the evaluation process, the standards and key elements, evidence to be observed/collected, and the forms that will be used.

13.4.1.4 A non-permanent unit member with more than three years of service with the district, and who has met the standards, shall be evaluated using the same procedures as permanent unit members.

13.4.2 Classroom Teachers

13.5.2.1 Although feedback will be provided on all six Standards, first year temporary/first year probationary unit members will focus on two standards, looking at key elements under each standard to identify specific areas. The two standards are:

- Engaging and Supporting All Students in Learning
- Creating and Maintaining Effective Environments for Student Learning.

13.4.2.2 Continuing Temporary/Probationary unit members will focus on positive progress toward three new standards, looking at key elements under each standard to identify specific areas. The unit member will continue to work on standards of focus from the first year. The three new standards are:

- Understanding and Organizing Subject Matter for Student Learning.
- Planning Instruction and Designing Learning Experiences
- Assessing Student Learning

13.4.3 Other Certificated Staff

13.4.3.1 Although feedback will be provided on all standards, first and second year temporary/first year probationary unit members will focus on two standards, looking at key elements under each standard to identify specific areas.

13.5 Permanent Unit Members

13.5.1 Evaluation Cycle
Permanent unit members shall be evaluated at least every two years unless the provisions of 13.5.1.1 are met.

13.5.1.1 Permanent unit members with at least ten (10) years of District service who are highly qualified (pursuant to ESEA/NCLB) and whose previous evaluation meets or

exceeds Standards may mutually agree in writing with her/his evaluator to be evaluated at least every five (5) years. The unit member or the evaluator may rescind this agreement at any time, but not during the year the evaluation is taking place.

13.5.1.2 If a unit member transfers or changes assignments during the five (5) year period, a new agreement shall be signed *for the balance of the five (5) years* if mutual agreement continues.

13.5.2 Permanent unit members who have completed at least three years of teaching experience in the district and who have met the standards during the prior evaluation period may choose to be evaluated using Process II instead of Process I.

13.5.3 The primary focus in the evaluation of Permanent unit members shall be on coaching, support, professional development and feedback related to the six standards.

13.5.4 By October 30th the Permanent unit member will meet with the site administrator/primary evaluator to set goals and to establish an evaluation plan including evidence to be observed/collected. The Permanent unit member will identify one or two standards from the relevant set of standards. For other certificated staff, standard one shall always be one of the standards identified, notwithstanding any other provision of this article. Specific areas of focus will be identified by looking at key elements under each standard. One standard or key element(s) may be added at the discretion of the site administrator/primary evaluator in consultation with the unit member. The Permanent unit member may then choose only to focus on the administrator's selected standard or key element(s). The evaluation will focus on these standards and may address additional standards.

13.5.5 If a permanent unit member receives a final evaluation in which the standards specified are not met, the evaluator will describe the areas of unsatisfactory performance. and make specific recommendations for improvement of areas cited and for participation in a program designed to improve appropriate areas of the unit member’s performance related to the standards. Nothing that would be of financial cost to the unit member will be required.

13.5.6 Any permanent unit member receiving an evaluation indicating "standards not met" shall be referred to PAR for assistance, or to the Teacher Induction Support Plan (Appendix K-7 added 6/2/22).

13.5.7 Following each evaluation, the evaluatee will be responsible for complying with the specific suggestions for improvement of the instructional program as made by the unit member's site administrator or immediate supervisor as long as the suggestions conform to assessments of their own performance related to the standards.

13.6 Process II

13.6.1 Process II is available to all Permanent unit members who have completed at least three years experience in the district and who have met standards on at least one standards-based evaluation before choosing Process II.

13.6.2 As part of developing a plan in Process II, certificated unit members may choose a method from Appendix K-6 to demonstrate that the unit member has met the standards regarding the effective implementation of district curriculum, the utilization of instructional materials, student assessment practices and other important activities related to teaching. (Appendix K-6) For other certificated staff, only option #6 in Appendix K-6 shall be available.

13.6.3 For Process II, the number of formal observations required, if any, is determined by the evaluation plan selected.

13.6.4 By October 30th, the unit member and the site administrator/primary evaluator shall meet at the initial conference to set goals and establish an evaluation plan, based on the standards. The timeline may encompass one year or two years by mutual agreement of the unit member and the site administrator/primary evaluator. If the evaluation encompasses two successive years and standards are met, then the unit member shall have a one-year interim prior to the next evaluation.

13.6.5 Prior to May 1st, the unit member shall complete a Self-Evaluation Report describing the progress toward meeting established goals. Progress toward these goals shall be the primary basis for evaluating the unit member.

13.6.6 For each year that the plan encompasses, the unit member and administrator will complete the Final Evaluation Report, incorporating the unit member's self-evaluation.

13.6.7 Upon completion of the evaluation, and the evaluatee has met the standards, the District shall return all media used in the evaluation to the evaluatee. Should the evaluatee partially meet standards or not meet standards, media used in the evaluation shall be retained by the District until the evaluatee has met the standards, at which time the District shall return all media used in the evaluation to the evaluatee. Any media, which was created during work time, and/or with District material, which is returned to the evaluatee shall not subsequently be used by the evaluatee for commercial purposes.

13.7 Personnel File

Copies of official evaluations and supportive statements are to be maintained in the unit member's confidential personnel file in the District Office. (see Article 19, Personnel Files)

ARTICLE 14 - TRANSFER AND REASSIGNMENT PROCEDURES

14.1 Definition

A transfer refers to movement of unit members from building to building and from District Program to District Program (a program is defined as a specialized instructional service other than that provided by the regular classroom teacher). A transfer may either be initiated by the unit member (voluntary) or initiated by the administration (Involuntary). (Appendix L)

14.2 Voluntary Transfer

Transfers and changes in assignments will be made on a voluntary basis whenever possible. In making voluntary transfers the convenience and wishes of the unit member will be given consideration.

14.2.1 A unit member may, at any time, initiate a transfer from his/her current position by completing a transfer application and submitting it to personnel services. Submitted forms will be kept in the active transfer file for a two-year period.

14.2.2 Transfer requests will bear the signature of the unit member's site administrator. Such signature is an acknowledgment only that the site administrator has been informed of the unit member's request.

14.2.3 Forms for requesting transfers will be available from personnel services and at each school site.

14.2.4 A transfer request may be withdrawn by the unit member at any time. All requests for voluntary transfers will be judged against: the applicant's qualifications, including credentials, experience, areas of specialization and standard of teaching performance; and, the needs of the District.

14.2.5 In considering applicants for transfers, those best qualified for a particular position will receive priority for placement in open positions and, qualifications being substantially equal, seniority within the District will prevail.

14.3 Involuntary Transfer

Involuntary transfers will not be arbitrary or enacted for reasons of punitive or disciplinary nature. Involuntary transfers may occur when there is a need to reduce staff at a particular school or for a particular District program. Nothing contained in this Article will preclude the District from requesting volunteers for transfer.

14.3.1 A unit member who has received a written evaluation report of standards not met based on management's assessment of the written evaluation report, may be transferred in order to provide him/her with a reasonable opportunity for improvement.

14.3.2 When making involuntary transfers the administrator will apply the following criteria: Unit members' qualifications, including credentials, experience, areas of specialization and standard of teaching performance; the needs of the District and the number of involuntary transfers for affected unit members.

14.3.3 Those best qualified will be selected for transfer, except that every effort will be made to avoid transferring a unit member credited with an involuntary transfer within the past three (3) years. If all qualifications are substantially equal, the unit member with the least seniority will be selected for transfer.

14.3.4 Openings in the District will be posted at sites and sent electronically to all unit members being transferred. Unit members may request the position(s) to which they desire to be transferred and, if time permits, will be given release time to visit where the opening exists.

14.4 Posting of Vacancies

All known vacancies will be posted for seven (7) workdays. Notices will be posted at all open school sites and at the district office. For purposes of this section a workday is defined as a day that the district office is open.

14.4.1 When filling vacancies, Human Resources will examine the transfer file and forward a copy of the vacancy announcement to each unit member having a transfer request on file for that particular school site or program. These copies will be sent through the U.S. Mail for unit members on leave or when openings occur during summer vacation. A copy of all vacancy announcements will be sent to the Association.

14.4.2 A unit member who has on file a request for transfer and who is not selected to fill a known vacancy, may request an appointment with Human Resources to discuss the specific reasons for the District's decision. If requested, the specific reasons will be provided to both the unit member and Association in writing.

14.5 Assignment Procedures

By April 15 of each year, the District will post all known vacancies by assignment and site that will be available for the following school year. By the end of the school year every unit member will receive written notification of the tentative school, grade, class, subjects and room assignment for the coming year.

14.6 Reassignment Procedures

14.6.1 Reassignment refers to a change of assignment within a school site including a change from grade to grade and, from subject to subject, excluding electives in departmentalized upper grade programs.

14.6.2 Reassignment occurring either before school opens in the fall or after school opens will be coordinated by the site administrator who will assess student needs, consult with unit members at a meeting to which all are invited (or electronically if prior to school being opened), elicit and

consider volunteers, and review qualifications of unit members before deciding who is to be reassigned.

14.6.3 The decision of the site administrator regarding reassignment will be final.

14.7 Miscellaneous Procedures

14.7.1 When a unit member is moved from room to room or temporarily displaced from a room, the site administrator will coordinate reasonable assistance.

14.7.2 Any unit member transferred after the first hour of the first assigned work day will receive up to three (3) days of released time, if requested, to tear down and set up a new location.

14.7.3 The District will make every attempt to ensure that unit members being involuntarily transferred are not placed more than two grade levels either above or below their previous assignment.

14.7.4 The District agrees to meet with the Association bargaining team, if requested by either party, to create specific procedures for unit member reassignment as a result of any grade level reorganization.

ARTICLE 15 - SAFETY CONDITIONS OF EMPLOYMENT

15.1 Reporting

The District and the Association agree that the safety of students and unit members is of the utmost concern.

15.1.1 The District will make a reasonable effort to provide a place of employment which is as safe as the nature of employment and the assigned duties permit.

15.1.2 The unit member will notify the immediate supervisor in writing of any unsafe or hazardous conditions or task which may endanger health, safety or well-being. The unit member and the Association will receive a written response within ten (10) working days from the immediate supervisor indicating an assessment of the condition and outlining the actions of the District to correct the condition.

15.1.3 In the event that the District fails to take the specified corrective action or the unit member is not satisfied with the response, the matter may be submitted to the grievance mechanism of this Agreement. The aggregate yearly maximum amount that may be awarded will not exceed $5,000 without approval of the Board of Trustees.

15.1.4 It is the individual responsibility of each unit member to report every incident of suspected child abuse. No supervisor or administrator may impede or inhibit such reporting duties. (Appendix M, M -1)

15.2 Student Conduct

The District and the Association agree that students must be held accountable for their conduct at school.

After reviewing the cum folder of newly enrolled students, the site administrator will advise unit members at that site of documented incidents which, if repeated, could pose a threat to unit members, other students or employees.

15.2.1 A unit member may use reasonable force to protect against attack, to protect another person, to protect property, or to quell a disturbance threatening physical injury to others.

15.2.2 A teacher may suspend any pupil from the teacher's class for any of the acts enumerated in Section 48900 of the Education Code, for the remainder of the day on which the incident occurred, and for the following day. The teacher shall immediately report the suspension to the principal and send the student to the principal for appropriate action (EC 48910).

15.2.2.1 As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or school psychologist shall attend the conference. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. (EC 48910 a).

15.2.2.2 The pupil shall not be returned to the class from which he or she was suspended, during the period of suspension, without the concurrence of the teacher of the class and the principal (EC 48910 a).

15.2.2.3 A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this section shall apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended (EC 48910 b).

15.2.2.4 The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests missed during the suspension (EC 48910 a).

15.2.2.5 At the beginning of each school year, the District shall provide each unit member a written description of the rights and duties of unit members with respect to student discipline.

15.3 Physical or Verbal Assault

Unit members shall report any physical or verbal assault against the unit member made as a consequence of the unit member's performance of his/her assigned duties. District administrators shall not directly, or indirectly, attempt to inhibit or impede a unit member from filing a further report with the appropriate law enforcement authorities pursuant to EC44014.

15.3.1 The unit member shall attempt to report the incident to the site administrator before contacting an outside agency. The site administrator will promptly report the incident to the appropriate law enforcement authorities and the superintendent;

15.3.1.1 within twenty four (24) hours, the unit member shall submit a written report of the incident to the law enforcement authorities, with copies to the site administrator, the superintendent and the Association president; and,

15.3.1.2 if the unit member is required to appear in court because of action taken under Section 15.2, the District shall provide the unit member paid leave pursuant to Section 12.9.1 of this agreement.

15.4 Contagious Diseases

15.4.1 Unit members will report any suspected infection or contagious disease which the unit member believes endangers health or safety. Applicable state and local protocols will be followed when students, staff or other individuals present on school property are suspected of having a contagious disease.

15.4.2 Unit members will not be expected or required to provide medical assistance to students with chronic conditions requiring such assistance. In no way is this section meant to prevent unit member response to emergency situations. The District shall provide each classroom with emergency supplies which shall include, but not be limited to, equipment and/or supplies designed to prevent transmission of communicable diseases when administering first aid.

15.4.3 The following Memoranda of Understanding (MOUs) are attached to this Agreement as an Appendix for reference only for the purpose of informing the parties should the need arise to address additional school closures (after the 2021-2022 school year) in a subsequent MOU:

- COVID-19 Coronavirus MOU (March 16, 2020)
- COVID-19 Coronavirus MOU (May 11, 2020)
- Return to Instruction for the 2020-2021 School Year MOU (August 10, 2020)
- Return to Instruction for the 2021-2022 School Year MOU (December 13, 2021)

15.5 Standards

The District will meet OSHA, State and County Departments of Public Health and all other State and Federal standards with respect to safety and health matters. Enforcement of these standards will be through the responsible agencies.

15.6 Hazardous Conditions

15.6.1 Unit members will not be required to work under unsafe or hazardous conditions as mutually determined by the site administrator and the unit members assigned to the site.

15.7 Natural Disasters

15.7.1 Air Quality: Due to the potential for poor air quality and the conditions needed to be safe for instruction, students and staff may be impacted by air quality. The District shall regularly monitor the Air Quality Index (AQI) for Pacifica.

15.7.1.1 All classrooms will be provided with air filtration devices. Teachers should place a work order to replace filters of these units.

15.7.1.2 When AQI reaches 101, unit members will be alerted to close doors and windows. Students are to remain inside the school building.

15.7.1.3 When AQI is predicted to be 150 or above for the next school day, the District will consult with local health agencies to determine whether to close schools. The District will promptly notify staff, students, and families of a decision to close schools.

15.7.2 School Closure: When the District decides to close schools due to natural disasters (e.g. air quality, tsunami warnings) or other circumstances which compel school closure (e.g. this may be a power outage), unit members who elect to work remotely on or off-site, absent extraordinary circumstances, will provide asynchronous work and/or independent study, as allowed by law, to students via on-line platforms if notified of the closure during school hours the previous day, as directed by the District. The parties acknowledge that meeting these conditions will be subject to the technological capacity of the District and students' homes. When school will be closed for more than two days, bargaining teams will meet to discuss next steps.

ARTICLE 16 - PROFESSIONAL GROWTH POINTS PROGRAM

16.1 Intent

The program is designed to recognize, through provision for salary training credit, that travel, workshops, District committees, and conference experience contribute to

improving the competencies of unit members. To obtain salary training credit, the activity must be directly related to at least one of the following criteria:

a. implementing state or District standards
b. planning and/or implementing District sanctioned programs related to the District's Strategic Plan or Local Control Accountability Plan (LCAP)
c. increasing one's repertoire of effective instructional strategies
d. polishing and refining one's pedagogical skills
e. enriching the state standards-based curriculum
f. improving the classroom learning environment or
g. contributing to the health and safety of students and staff

16.2 Credit Provisions

Eighteen (18) professional increment points will earn the equivalent of one (1) semester unit. Credit shall not be given for activities that are compensated for in the form of District pay or time off from regular duties.

16.2.1 All professional increment points are non transferable and will only be allowed for salary purposes in the District.

16.2.2 A maximum of twenty (20) units (360 points) may be earned through the Professional Growth Program for the purpose of salary advancement.

16.3 Procedures for Specific Types of Activities

16.3.1 Travel - An application is submitted to Human Resources one (1) month before the proposed trip (Appendix F) (reasonable exceptions will be considered). This application should include a rationale relative to the criteria contained in 16.1, an itinerary, an outline map showing route to be taken, the number of points the applicant anticipates receiving, and a plan for follow-up activity.

16.3.1.1 Human Resources may approve the proposal; ask the applicant for additional information; or, explain why the request was not approved.

16.3.1.2 Any changes in the planned itinerary will be submitted, for approval, before the trip is to begin. Changes made during

the course of the trip will be submitted upon return. Changes may or may not be approved for the same number of anticipated points.

16.3.1.3 With approval a maximum of six (6) points may be granted for each week of travel with a maximum of fifty-four (54) points per year.

16.3.1.4 The follow-up activity should be completed and submitted no later than three (3) months after the conclusion of the trip. An appropriate follow-up activity may consist of one of the following: a report of approximately fifteen (15) pages, suitable for placement in the professional library; an original course of study or unit of work suitable for classroom use; a display of artifacts with informative guides suitable for viewing; any alternate activities that meet with the prior approval of Human Resources.

16.3.1.5 If the follow-up activity is submitted after October 1 of the school year, no credit for salary purposes will be applied until the following school year. One (1) copy of the follow-up activities will become the property of the District.

16.3.1.6 Requests for extensions of time, for completion of follow-up activities must be submitted in writing to the Human Resources by November 15 of the year the travel was completed.

16.3.2 Workshops and Conferences - Credit will be allowed for the following: (1) workshops or conferences that are arranged through the district; and, (2) workshops and conferences that are not conducted by the District and do not provide regular university or college credit or the individual prefers not to take for college credit.

16.3.2.1 One (1) point is allowed for each hour of attendance.

16.3.2.2 Two (2) points for each hour of conference preparation to a maximum of nine (9) points for staff members who serve as instructors or leaders for District in-service workshops.

16.3.2.3 Those conference facilitators who have reached the maximum on the salary schedule and who have accrued

nine (9) PGI points as a facilitator may be granted one (1) day of release time at a time mutually agreed upon between the unit member and site administrator.

16.3.2.4 All District and County sponsored workshops and conferences and District committees will be approved for personnel where applicable. Credit may be provided for workshops and conferences sponsored by other institutions or agencies if the activity directly relates to the 16.1 criteria.

16.3.3 The responsibility for maintaining records of points towards salary advancement credit belong with the individual involved. The unit member will complete a Verification of Participation form (Appendix G) and submit it to the District. The District will maintain a data base of PGI points earned by each unit member. The total PGI points earned will be reported yearly on the unit member's Personnel Action Form. If the unit member questions the PGI point total, s/he may review a print out of her/his PGI data base. A unit member's PGI Tabulation Cards (used prior to 6/30/04) and submitted Verification of Participation forms (used after 7/1/04) are kept in her/his personnel file.

ARTICLE 17 - SITE BASED DECISION MAKING

17.1 Procedures

17.1.1 When the unit members and the principal mutually determine that an issue should be decided by staff at a site, the staff may follow this process:

- hold a meeting where at least 2/3 of those involved attend;
- use an interest based process which includes:
- mutually agree upon ground rules,
- mutually agree upon facilitator (from on or off site) to lead through process,
- mutually agree upon recorder,
- define issue(s),
- list interests,
- brainstorm options and whittle list,
- mutually agree upon way to choose final outcome.

17.1.2 The group's decision will be final. Decisions should be communicated to all staff via email or other written means. Any changes to the final decision would require a repeat of the process and mutual agreement.

17.1.3 The above procedure does not apply when this procedure or its resolution would be contrary to District policy or law.

17.2 Waiver Request Procedure

Whenever a local site makes decisions regarding curriculum/instruction or other matters that would necessitate a waiver with respect to negotiated contract language, the procedure shall be as follows:

1. The local site, with a 2/3rds vote of the bargaining unit members at the site shall present, in writing, a request to waive contract language. The request shall include the language to be waived and the proposed period of time for the waiver to be in effect. If the waiver is for more than a year, the local site shall conduct a yearly vote of the bargaining unit members at the site in order to re-authorize the contract waiver.

2. The LSEA and the District shall consider such request and acknowledge approval or refer the matter to the bargaining table.

3. This procedure does not preclude either the LSEA or the District from requesting modifications of the contract without site level initiation if the LSEA or District believe the modifications requested would be in the best interest of the parties.

ARTICLE 18 - PERSONAL AND ACADEMIC FREEDOM

18.1 Instruction

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

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

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

18.2 Personal Life

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 his/her assigned duties.

18.3 Citizenship Rights

Unit members will be entitled to full rights of citizenship, and no religious or political activities, or lack thereof, of any unit member will be used for purposes of evaluation or disciplinary action unless said activities violate local, state or federal law.

ARTICLE 19 - PERSONNEL FILE PROCEDURES

19.1 Personnel File

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

19.2 Inspection

Materials in the personnel file of a unit member, except as noted below, will be made available for inspection by the unit member and a copy of materials will be provided upon request. Upon authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection will be limited to ratings, reports or records which:

19.2.1 were obtained prior to the employment of the unit member involved;

19.2.2 were prepared by identifiable examination committee members, or;

19.2.3 were obtained in connection with a promotional examination.

19.3 Derogatory Materials - Right to Grieve

Information of a derogatory nature will not be entered or filed and will not become final until:

19.3.1 the timeline for filing a grievance has lapsed, or;

19.3.2 the material has been sustained by the grievance process.

19.4 Derogatory Materials – Response

Information of a derogatory nature, except material obtained prior to employment of the unit member involved, will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment. A unit member will have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon.

19.5 Dated

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

19.6 Confidentiality

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

ARTICLE 20 - COMPLAINT PROCEDURE

20.1 Procedure

If any administrator receives a complaint which merits an investigation, the unit member will be notified of the complaint within five (5) days of its receipt. If, following a timely investigation, it is determined that an action may be taken against the unit member, the following procedures will apply:

20.1.1 The administrator will meet with the unit member, and LSEA representative if requested by the unit member, to review the complaint and provide the unit member with any information collected.

20.1.2 The unit member will have the opportunity to discuss the complaint and provide any additional information she/he believes to be appropriate.

20.1.3 Should the affected unit member or the immediate supervisor believe the allegation(s) in the complaint warrant a meeting of the parties, the immediate supervisor will attempt to schedule a meeting among the unit member, complainant, and the immediate supervisor. At the request of the unit member, an LSEA representative may be present at the meeting.

20.1.3.1.1 If the meeting with the complainant does not occur or if the matter is not resolved at the meeting, and the District decides a record should be maintained, the procedures of Article 21, Just Cause/Due Process, will apply.

ARTICLE 21 - JUST CAUSE/DUE PROCESS

21.1 Just Cause

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

21.2 Progressive Discipline

21.2.1 The following progressive discipline procedures will be applied except where the serious nature of the offense may require the District to directly impose a written warning, written reprimand, or suspension without pay. Whether or not the serious nature of the offense required bypassing progressive discipline steps may be submitted to arbitration under Article 6 of the Agreement.

21.2.1.1 Verbal Counseling/Warning

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

21.2.1.2 Written Warning

Subject to 21.2.1 above, written warnings will not be used unless the unit member has been verbally warned about similar actions within the last twelve (12) months. Written warnings will not be placed in the unit member's file.

21.2.1.3 Written Reprimand

Subject to 21.2.1 above, written reprimands will not be used unless the unit member has received a written warning about similar actions within the last twelve (12) months. The unit member will sign the reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file.

21.2.1.4 Suspension Without Pay

Subject to 21.2.1 above, suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. No unit member will be suspended more than fifteen (15) working days during a school year. In all instances, however, the length of a suspension will be related to the severity of the action and suspension history of the unit member.

21.3 Notice

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

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

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

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

21.3.4 Penalty proposed and effective date;

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

21.3.6 A statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 6 of this Agreement subject to 21.4 below.

21.4 Removal from Position

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

21.5 Arbitration

21.5.1 Only written reprimands and suspension without pay may be appealed to arbitration under the grievance procedure in Article 6 of the Agreement commencing with Section 6.3.6. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the work site. At the arbitration, documentation supporting the suspension, including written reprimands, may be subject to review by the arbitrator.

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

21.6 Confidentiality

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

21.7 Education Code

This Article is intended, for the purpose of suspension, to replace the provisions of Education Code Section 44944, but will not apply to suspension pursuant to Education Code Sections 44939, 44940 or 44942. Nor is this Article intended to preclude the District's right to non-renew temporary or probationary unit members.

ARTICLE 22 – RETIREMENT/EARLY RETIREMENT

22.1 Medical and Dental Benefits

22.1.1 To be eligible for the medical and dental benefits described below a retiree must have been employed with the District ten (10) full years, be eligible for retirement under STRS (effective for unit members retiring on or after June 30, 2015).

22.1.2 The District will pay the minimum annual amount provided by law per year directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will pay an amount sufficient to cover the single-only medical and dental premiums for the plans in which the retiree was enrolled at the time of retirement. Effective 2016-2017, the District contribution will be according to the same differential premium contribution provided to current employees at the time of retirement. Effective October 1, 1994, the allocated amount will not exceed the cost of the successor CalPERS Medical and Delta Dental plans.

22.1.3 For unit members retiring on or before June 30, 2015, the payments listed in 22.1.2 above will be made for a maximum of ten (10) years or until eligible for Medicare, whichever comes first. When eligible for Medicare, the payment for medical will be reduced to an amount sufficient to cover the supplementary plan (the amount will not exceed the cost of Kaiser North or PERS Care for retirees previously receiving benefits under any other plan offered by CalPERS); the District will continue to provide dental coverage for the retiree.

22.1.3.1 For unit members retiring on or after July 1, 2015, the payments listed in 22.1.2 above will be made for a maximum of ten (10) years or until the retiree reaches age seventy-five (75), whichever comes first. When eligible for Medicare, the payment for medical will be reduced to an amount sufficient to cover the supplementary plan under the retiree's same plan (the amount will not exceed the cost of Kaiser North for retirees previously receiving Kaiser benefits or PERS Care for retirees previously receiving benefits under any other plan offered by CalPERS); the District will continue to provide dental coverage for the retiree.

22.1.3.2 Should the retiree subsequently enroll in a more expensive plan, the District's obligation is limited to the lower amount identified in Section 22.1.2 above.

22.1.4 Because STRS requires that the CalPERS premiums be deducted from the retiree's STRS check, the District will provide, in advance, a non-taxable reimbursement each quarter up to the amount designated in Section 22.1.2 above.

22.2 Pre-retirement Part-time Employment Program (Appendix N)

22.2.1 The District will provide a Pre-retirement Part-time Employment Program for unit members desiring to work part-time after the age of fifty-five (55) in accordance with the provisions of Education Code Sections 22724 and 44922 and as allowable by CalSTRS.

22.2.1.1 To be eligible to participate in the Pre-retirement Part-time Employment Program in a given year, the unit member must be fifty-five (55) years of age before the beginning of the school year or term in which the reduction in workload begins.

22.2.1.2 The minimum part-time employment will be equivalent to one-half (1/2) of the number of days service required by the unit member's contract of employment during the final year of service in a full time position.

22.2.2 The option of part-time employment may be exercised at the request of the unit member, for a period not to exceed five (5) years, and can be revoked only with the mutual consent of the District and the unit member except as provided in Section 22.2.3 below.

22.2.2.1 The unit member must have been employed full-time in a position requiring membership in this system for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

22.2.2.2 During the period immediately preceding a request for a reduction in workload, the unit member must have been employed full time in a position requiring membership in this system for a total of at least five (5) years without a break in service. For purposes of this section, sabbaticals and other approved leaves of absence will not constitute a break in service. Time spent on a sabbatical or other approved leave of absence will not be used in computing the five (5) year section.

22.2.3 The District reserves the right to deny granting or continuing a reduced workload for any unit member if doing so would create difficult staffing problems. The District shall make every reasonable effort to grant or continue the reduced workload.

22.2.4 Unit members will receive medical/dental benefits equivalent to those of a full-time employee (as stated in section 9.8) while participating in this program.

22.2.5 The District and the unit member will make contributions to STRS equal to the amount that would have been contributed had the unit member been employed full time.

22.2.6 The amount of sick leave earned will vary in direct proportion to the percent of full time employment; use of sick leave will reduce on the same basis as employment.

22.2.7 A unit member on the Pre-retirement Part-time Employment Program may choose to teach as a minimum:

22.2.7.1 Full days for one half (1/2) the school year.

22.2.7.2 Half (1/2) days for full school year.

22.2.7.3 Any assignment that will average fifty percent (50%) or more of the full school year.

22.2.8 Applications for participation in this Pre-retirement Part-time Employment Program will be made through Human Resources by March 1 of the school year preceding the school year the unit member will enter this program.

22.2.9 By mutual agreement of the District and the unit member, a Pre-retirement Part-time Employment Program may be changed within the limits of the Education Code.

22.3 Compensation for Retired Teachers

Unit members receiving a service pension from CalSTRS shall be classified as temporary and shall be placed on the appropriate column of the salary schedule and granted up to ten (10) years of service credit.

Stipends for Master's and Doctorate degrees shall be prorated if less than full-time employment.

These teachers shall only be provided the health and welfare benefits they were eligible for under Article 22.1 at the time of initial retirement.

ARTICLE 23 - JOB SHARING

23.1 Participation

The District will provide a Job Sharing Program for unit members voluntarily desiring to share a position which would otherwise be one position.

23.1.1 Participation in job sharing will be limited to unit members.

23.1.2 Participation in job sharing shall be up to the discretion of the site principal in consultation with the human resources/designee. Unit members seeking to participate in job sharing should meet with their principal to discuss job sharing proposals before January 30 in order to meet the deadline in section 23.5 below.

23.1.3 Participation in the program will be on a voluntary, year-to-year basis and placement in the program will have no effect on tenure status. Participants will be paid a prorated amount of the current compensation agreement, including fringe benefits. If the participant desires to do so, she/he may pay the additional amount needed to keep all current insurance programs in effect.

23.2 STRS Credit

Participants will contribute to the State Teachers' Retirement System and will receive proportional credit towards retirement.

23.3 Increments for PSD Years of Service

Participants will receive experience increment credit for each year in the program as follows:

23.3.1 Job sharing unit members who work at least fifty percent (50%) or more of a work year will be entitled to one (1) year of experience increment for each year in the program.

23.3.2 Unit members who work less than fifty percent (5O%), but twenty-five percent (25%) or more of a work year, will receive one (1) full year of experience increment for each two (2) years worked in the program. The additional increment payment will commence the succeeding school year following the second year.

23.3.3 Unit members who work less than twenty-five percent (25%) of a work year will receive one (1) full year of experience increment for each three (3) years worked in the program. The additional increment payment will commence the school following the third year.

23.4 Sick Leave

Participants shall be credited with prorated sick leave but eligible for all other leave benefits.

23.5 Program Information

After completing the process in section 23.1.2 above, Unit members interested in the job sharing program will contact the human resources/designee by January 30. The human resources/designee will coordinate dissemination of information regarding the program, but applicants will be responsible for finding their own partner with whom to submit a joint application.

23.5.1 Applicants must submit by February 15, a written proposal for job sharing to the human resources/designee listing proposed work schedule, assignment, duties, and advantages to the instructional program.

23.5.2 Provision for maintaining quality and continuity of instructional program will be the prime criteria used in evaluating applications. Other items to be considered are: the requirements of the District program; the needs of the specific school programs; provision for communication with parents; provision for communication with other staff members; provision for job sharers to plan and implement as a team; attending all faculty meetings, required in-service meetings, and regular parent conferences.

23.5.3 Each of the participants in a job share assignment shall attend the full session of each Professional Development Day. Compensation shall be on a per diem basis.

23.6 Procedure for Acceptance

Acceptance of unit members in the job sharing program will be at the discretion of the Board of Trustees. Recommendation on acceptance or rejection of a job sharing proposal will be made by a committee composed of:

23.6.1 Human resources/designee; site administrator of school where the unit member will be assigned; three (3) unit members appointed by the Association.

23.6.2 Applicants will be informed by March 1 of the acceptance or rejection of their proposals. The same committee will be responsible for annually

reviewing the job share plans and for recommendation of continuance or discontinuance for another year.

23.7 Evaluation

Unit members working in the program will be evaluated in the same manner as other unit members.

23.8 Substituting

If one job share partner needs to miss a day of school, s/he will be encouraged to switch days with their job share partner. If the other partner is unable to switch days but is able to provide coverage for that day, s/he will be paid the daily substitute rate.

23.9 Teams

Often job share teams are formed by two (2) unit members already at a school site and are planned with and approved by the principal at that site.

23.9.1 When job share teams are formed by unit members returning from leaves they have the same assignment rights as other unit members returning from leave.

23.9.2 When job share teams are formed without the approval of a site administrator for a specific school site, or with a request for transfer by the job share unit members, the team has the same assignment rights as other unit members requesting voluntary transfers.

23.10 Consideration of Preference

The District will make every effort to place each job share team which is approved by the Board of Trustees; the preference of the unit members will be carefully considered.

ARTICLE 24 - TEACHER IN CHARGE

24.1 Duties

A Teacher-In-Charge (TIC) will be selected from volunteers by the site administrator at the beginning of the school year, and will be a full-time teacher whose duties will be limited to situations that arise when no site administrator is present. The TIC will be pulled out of class only when a situation requires immediate attention and then only for the duration of the situation. The TIC will have the following responsibilities: administer student discipline; supervise activities outside the classroom, when possible; implement

procedures if there is a sudden unexpected event requiring immediate attention; and, contact the district office for situations that may arise outside the scope of duties.

24.2 Stipend

The TIC will receive a stipend of seven hundred fifty dollars ($750) annually.

ARTICLE 25 – Peer Assistance and Review (PAR)

25.1 General Information

25.1.1 A peer assistance and review (PAR) program shall be maintained.

25.1.2 A cooperative relationship between the coaching teacher and the principal shall be expected and strongly encouraged by the Association and the District. The principal shall retain the responsibility for evaluation pursuant to Article 13.

25.1.3 The Association and the District shall jointly monitor the development and implementation of this program.

25.1.4 This article shall be in compliance with the Education Code requirements covering PAR programs.

25.1.5 Based upon legislative modification or deletion of the PAR program, the Association and the District agree to negotiate the effects of these actions.

25.2 Participating Teachers

25.2.2 Referred

25.2.2.1 Permanent teachers who receive a "standards not met" based on Standards 1-5 (Appendix K) on the evaluation form (Appendix K-5) shall be referred to the PAR program for mandatory participation for one year.

25.2.2.2 As soon as practicable, but no later than October 30th, Human Resources and Site Administrator will meet with the participating teacher to provide information regarding the PAR program and to do the following:

- To review the goals established for the participating teacher consistent with Article 13.
- To provide an opportunity for the participating teacher to indicate a preference as to who would be his/her coaching teacher; and
- To provide information regarding the right to have representation at all conferences and meetings including this meeting.

25.2.3 Voluntary

25.2.3.1 All teachers are encouraged to seek assistance from coaching teachers.

25.3 Coaching Teachers

25.3.1 A coaching teacher is one who provides assistance to teachers who participate in the PAR program.

25.3.2 In the selection of the coaches, Human Resources and Association President shall consider the following criteria experience:

- Be a permanent teacher
- Possess substantial recent experience in instruction
- Demonstrate exemplary teaching ability which includes: effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies to meet pupil needs in different contexts
- Receive a current satisfactory evaluation

Reasonable efforts shall be made to select the following unit members as coaches:

- BTSA Coordinator
- District Math Coach
- District Literacy Coach

25.3.3 Time/Duties

25.3.3.1 Coaching teachers shall assist the participating teacher(s). through observations, feedback, and support with resources and trainings.

25.3.3.2 Coaching teachers of a referred participating teacher shall prepare at least 2 peer review reports per school year. These reports shall be submitted to Human Resources, Association President or designee, and the principal of the referred participating teacher's school, and the participating teacher.

25.3.3.3 Coaching teachers shall keep a time log and submit it to the Human Resources and Association President or designee mid-term and at the end of the school year.

25.3.3.4 The participating teacher and coach will develop a plan for improvement and provide a copy of the plan to the Human Resources, Association President or designee and site administrator.

25.3.3.6 A schedule will be developed by Human Resources, Association President or designee and coach to update the Human Resources and Association President or designee on PAR recommendations and related activities.

25.3.3.6 The site administrator will provide all observation forms to the coach, Human Resources and Association President or designee.

25.3.3.7 The participating teacher and coach will revise their plan based on the site administrator's observations and provide updates to Human Resources and Association President or designee.

25.3.3.8 The site administrator's final evaluation, a copy of the assistance plan developed by the participating teacher and coach, and the final report of activities will be placed in the participating teacher's personnel file.

25.4 Human Resources and Association President

25.4.1 Human Resources shall notify the Board through the Superintendent regarding the participating teacher's involvement in the program.

Reasonable release time shall be provided for performing the duties above, including in-service training. If in-service training takes place outside of work hours, the coach shall be paid $35 per hour. All costs for PAR assistance including coaching time, substitute costs or other training require prior approval from the Human Resources and if approved, shall be paid by the District.

ARTICLE 26 - CONCERTED ACTIVITIES

26.1 Agreement

It is agreed and understood that there will be no strike, work stoppage, slowdown or other interference with the operations of the District by the Association or by its officers, agents or members, or by any unit member covered by this Agreement during the term of the Agreement.

26.1.1 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 unit members to do so. In the event of a strike, work stoppage, slowdown or other interference with the operations of the District by unit members, the Association agrees to advise and direct those unit members to cease such action. It is agreed and understood that any unit member violating this Article may be subject to discipline or discharge as determined by the District.

26.1.2 It is understood that the District will be entitled to withdraw any privileges or services provided for in this Agreement or in District policy of any unit member organization that violates this Agreement.

26.2 No Interference

In addition, the Association, together with its officers, agents, and members, agrees that there will be no strikes, slowdowns or stoppages of work or any acts of any nature, including picketing, however peaceful, that tend to interfere with the operation of this District or any other governmental agency or body, whether such acts be related to sympathy with another group of employees or be related to matters wholly within the District.

26.3 Re-openers

This Article will be subject to reopening of negotiations at the end of the term of this agreement.

ARTICLE 27 - EFFECT OF AGREEMENT

27.1 Complete Understanding

The District and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions may not be altered, changed, added to, deleted from, or modified unless by mutual consent in writing or by a procedure expressly allowing the same stated in this Agreement.

27.2 Supersedes Practice

This Agreement terminates and supersedes those past practices, agreements, procedures, traditions and rules or regulations inconsistent with any matters covered herein. However, existing policies, rules, regulations, practices and procedures which are consistent with this Agreement are not modified.

27.3 Full Agreement

The parties agree that this Agreement will be in full settlement of all issues, which were, could have been, or may be the subject of meeting and negotiating. The parties agree that during the negotiations which culminated in this Agreement, each party enjoyed and exercised without restraint, coercion, intimidation or other limitation, the right and opportunity to make demands and proposals and counter-proposals with respect to any matter not reserved by a policy or law from compromise through negotiations and that the understanding and agreements arrived at after the exercise of that right and opportunity are set forth herein.

ARTICLE 28 - SAVINGS PROVISION

28.1 Change in Statute

Should amendment or repeal of statutory guarantees result in a reduction or elimination of currently existing benefits, the parties agree to negotiate those items which are negotiable under the law.

28.2 Board Policies

Conditions of employment set forth in Board policy and not covered by this Agreement will remain unchanged without consultation with the Association. In the event the Association believes that a policy covered above has been changed, the District will be immediately notified. Thereafter, the District agrees to meet with the Association within ten (10) working days to consult on the item unless by mutual agreement it is deferred to the liaison committee. If a meeting is held pursuant to this section, the Board will be asked to reconsider its policy action. No policy will be inconsistent with the terms of the Agreement and the Agreement will supersede any such inconsistency.

28.3 Invalid Provisions

If any provision of this Agreement or any application thereof to any unit member is held by a State or Federal court of competent jurisdiction to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decisions, but all other provisions or application will be continued in full force and effect.