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ARTICLE I- AGREEMENT

Section A - AGREEMENT

This Agreement, made and entered into this 17th day of June, 2014, by and between the Board of Education of the El Rancho Unified School District, whose address is 9333 Loch Lomond Drive, Pico Rivera, California 90660, hereinafter referred to as the “District” or “Board,” and the El Rancho Federation of Teachers, Local 3467, hereinafter referred to as the “Federation,” whose address is 9141 Slauson Ave., Suite D, Pico Rivera, California 90660. The Federation is affiliated with the California Federation of Teachers, the American Federation of Teachers, and the AFL/CIO.

It is agreed that if the Federation or the District changes its legal name, this Agreement shall be applicable to and enforceable by such successor organizations.

Section B - SUPPORT OF AGREEMENT

The Board and the Federation agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process. Therefore, it is agreed that the Board and Federation will support this Agreement for its term.

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over Board practices and procedures and over State laws to the extent permitted by State law.

Section C - PREAMBLE

The Agreement is entered into pursuant to Division 4 of Title 1, Chapter 10.7, Sections 3540-3549 of the Government Code of the State of California, also known as the Rodda Act.

Section D - RECOGNITION

1. The Board confirms its recognition of the Federation as the exclusive representative of that unit of employees which shall INCLUDE:

- Classroom Teachers, Elementary
- Classroom Teachers, Secondary
- Special Day Classroom Teachers (Mild/Moderate)
- Special Day Classroom Teachers (Moderate/Severe)
- Special Education Resource Teachers (Mild/Moderate)
- Adapted Physical Education Specialists
- Classroom Teachers, Child Care Center
- Classroom Teachers, Music-Instrumental/Vocal
- Classroom Teachers, Teen Parents
- Classroom Teachers, ROTC
- Classroom Teachers, Vocational Education

Classroom Teachers on Leave of Absence
Attendance Advisor/ Supervisor
Counselors
El Rancho Education Center/Adult School teachers
Home & Hospital Teachers
Independent Study Teachers
Multi-Media Specialists
Long-term Substitutes who teach at least 75% of the year
Nurses
District Resource Teachers
Site Resource Teachers
Speech, Language and Hearing Specialists
Teacher Consultant, GATE
Instructional Managers
State Pre-School Teachers
Professional Development Specialists
Temporary Teachers

2. The unit shall EXCLUDE: Psychologists; Management designated by Board action; Summer School Teachers; Long-term Substitutes who teach less than 75 percent of the year; Day-to-Day Substitutes; and all management, supervisory, and confidential employees as defined by PERB.

3. The Federation, in turn, recognizes the Board as the duly elected representative of the people and agrees to negotiate exclusively with the Board or its designated representatives for the purpose of meeting and negotiating as provided for under the provisions of Division 4 of Title 1, Chapter 10.7, Sections 3540-3549 of the Government Code of California.

Section E - FEDERATION RIGHTS

1. The Federation shall have the following rights subject to reasonable regulation:
 - a. Access at reasonable times to areas in which unit members work.
 - b. Use of school bulletin boards. Such bulletin board area will be located in a prominent area and will be identified by the immediate supervisor and labeled Federation Business.
 - c. Use of school mailboxes. Union material may be removed from mailboxes by the site administrator after one (1) week. If said material adversely affects the distribution of District/School mail, bulletins, etc., it may be removed at any time.
 - d. Use of instructional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by the Rodda Act.

2. Upon request by the Federation, the Board will make available such information as is relevant to negotiations and /or the implementation of this collective bargaining agreement.

3. The site administrator, when requesting a conference with a teacher to discuss a problem that the site administrator has identified to be of a negative nature, will advise the teacher of his/her right to representation.

Such conference shall be held prior to the end of the working day. In the absence of a building representative, said conference will be held no later than the end of the next working day. In the event that a conference without representation becomes negative, the unit member shall have the right to seek representation and participate in a follow-up meeting to take place no later than the end of the next working day. This right may be exercised only when the conference has not been previously identified as negative.

4. The Board will provide the Federation a copy of a complete agenda of the Board of Education meetings (with the exclusion of confidential material) and a copy of the complete minutes of each of these meetings.

5. Names, job locations, and job titles of unit members shall be provided to the Federation not later than October 15th. Monthly updates will be provided upon request.

6. The District will provide the Federation with six (6) days leave of absence for employees to attend Federation conferences. The Federation will pay the cost of the substitute. Nothing in this section is intended to prohibit the District from granting additional organizational leaves as provided by law.

7. The District and the Federation agree to meet at least once per school month, when requested by either party, for the purpose of consulting on the educational objectives of the District, content of curriculum, selection of textbooks, and any other mutually agreed upon subjects.

8. The principal of a school shall meet at least once a month, if requested, with a Federation building representative to discuss professional concerns and recommendations.

9. Whenever members of the Federation are scheduled with the Board or its agents to participate during working hours in conferences, meetings, or in negotiations respecting a collective bargaining agreement, a reasonable amount of release time for a reasonable number of bargaining team members will be provided as per the Rodda Act.

10. Members of the Federation House of Representatives shall be released one-half hour prior to end of work day to attend the monthly House of Representatives Meetings. The principal shall be notified no later than the day prior to the day of the Council Meetings. Such released time shall be limited to one (1) meeting per month.

11. The District shall conduct elections at school sites for unit members to elect unit members to all District committees that require teacher representation. The Principal and the Union Representative at each site shall mutually determine the details of each election, including voting times, location of ballot boxes, and number of observers during balloting and vote counting.

12. At the termination of any faculty meeting, the Federation representative may utilize 1/6 the length of the meeting (i.e., five minutes for every thirty minutes) to conduct Federation business. Administrators will not be present during these business sessions unless specifically invited by the unit members.

Section F - BOARD RIGHTS

1. It is understood and agreed that the Board retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to:

- a. Determine its organization
- b. Direct the work of its employees
- c. Determine the times and hours of operation
- d. Determine the kinds and levels of services to be provided and the methods and means of providing them
- e. Establish its educational policies, goals, and objectives
- f. Insure the rights and educational opportunities of students
- g. Determine staffing patterns
- h. Determine the number and kinds of personnel required
- i. Maintain the efficiency of Board operations
- j. Determine the curriculum
- k. Build, move, or modify facilities
- l. Establish budget procedures and determine budgetary allocation
- m. Determine the methods of raising revenue
- n. Contract out work

2. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

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

Section G - EMPLOYEE RIGHTS

The Board and Federation recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternate right to refuse and refrain from the activities of employee organizations.

Section H - PAYROLL DEDUCTIONS

1. The District and the Federation will implement the provisions of SB 1960 (Chapter 893, Statutes 2000) regarding membership dues and fair share service fees (“service fees”).

2. Except as expressly exempted herein, all bargaining unit members who do not maintain membership in the Federation are required as a condition of continued employment to pay service fees to the Federation.

3. The Federation has the exclusive right to have membership dues and service fees deducted by the District from the wages or salary of employees in the certificated bargaining unit in accordance with the provisions of this agreement.

a. The District shall cause payroll deductions to be made in accordance with the District’s procedures and the Federation’s dues and service fees schedule of payments.

b. Upon receipt of written notice from the Federation specifying the amount of the dues or service fees, the District shall begin automatic payroll deduction.

c. The Federation may specify a change in the amount of the dues or service fees provided an authorized Federation officer submits a written notice to the District for such an adjustment.

d. The District shall, without charge, transmit to the Federation the sums deducted under this agreement, except that the District shall transmit to a designated charitable fund sums deducted in lieu of service fees in the case of an employee’s bona fide religious objection.

e. Such deduction (or discontinuance of such deduction) shall be made only upon submission of the appropriate Federation form to the designated representative of

the Board, duly completed and executed by the employee and the Federation.

4. Any employee who has a bona fide religious objection, as defined in Government Code Section 3546.3, to the payment of service fees in support of an “employee organization,” as defined in Government Code Section 3540.1(d), shall not be required to join, maintain membership in, or pay dues or service fees required as a condition of employment. However, such employee shall be required, in lieu of service fees required by this agreement, to pay sums equal to such service fees to any one of the following three designated nonreligious, non-labor, charitable funds exempt from taxation under Section 501(c) (3) of Title 26 of the United States Internal Revenue Code:

- a. ERFT Student Scholarship Fund
- b. American Cancer Society
- c. American Parkinson’s Disease Association

5. Any employee claiming this religious objection shall furnish to the Federation a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings set forth objections to joining or financially supporting employee organizations. The Federation shall make the final determination as to the validity of a religious objection.

6. The Federation agrees to indemnify and hold harmless the District, its Governing Board, officers and administrators against any and all claims, demands, costs, lawsuits, including attorney’s fees incurred in defending said persons or District, or any other form of liability or expense, including but not limited to, all court or administrative agency costs, that may arise out of or by reason of action taken by the District for the purpose of complying with this agreement. The District shall promptly notify the Federation of any civil, administrative or other action taken against the District as a result of its compliance with this agreement.

7. The Board will continue the practice of making other District-approved payroll deductions as mutually agreed.

Section I - SAVINGS PROVISION

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, such provision shall be invalid, but all other provisions shall continue in full force and effect.

Section J - CONCERTED ACTIVITIES

The Federation shall not strike or engage in other concerted activities, and the District shall not lock out during the term of this Agreement. If agreement is not reached on the re-openers specified in Article XIX, Term of Agreement, by November 30, then this Section J, Concerted

Activities, is suspended until such time as an agreement on the re-openers is reached and ratified by the parties. Nothing contained in this section shall deprive the parties of any rights they may possess after the expiration or suspension of the section. By agreeing to this article, it should not be interpreted that the District condones strikes or other work stoppage activities.

Section K - COMPLETION OF MEET AND NEGOTIATE

During the term of this Agreement, the Federation expressly waives and relinquishes the right to “meet and negotiate” except for those re-openers delineated in Article XIX. The Board shall not be obligated to meet and negotiate with respect to any other subject or matter whether referred to or covered in this Agreement, even though each subject or matters may not have been within the knowledge or contemplation of either or both the Board or the Federation at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

ARTICLE II - WORKING CONDITIONS

Section A - WORK YEAR

1. The work calendar will be negotiated annually between the Board and the Federation.
2. The work year shall be 185 days, except for those years in which Veterans Day is on Tuesday or Thursday, in which event the work year shall be 184 days. When Veterans Day falls on a Tuesday or Thursday, the Monday before or the Friday after shall be considered part of the holiday (2 day holiday).

When Veterans Day falls on a Saturday, the Friday before shall be the observed holiday. When Veterans Day falls on a Sunday, the following Monday shall be the observed holiday. When Veterans Day falls on Monday, Wednesday, or Friday, it will be observed on that day, and on those years the work year shall be 185 days.

3. The counselors’ and speech, language and hearing specialists’ work year will be 194 days.

Section B - PERSONAL ILLNESS AND INJURY LEAVE

1. Full-time unit members shall be entitled to ten (10) days leave with full pay for each school year for purposes of illness or injury. Unit members who work less than full time shall be entitled to that portion of the ten (10) days leave as the number of hours per week, or days per year, of scheduled duty relates to the number of hours for a full-time unit member in a comparable position.
2. If a unit member does not utilize the full amount of leave as authorized in paragraph 1 above, in any school year, the amount not utilized shall be accumulated from year to year.
3. After all accumulated leave as set forth in paragraph 2 is exhausted, additional non-

accumulated leave shall be available for a period not to exceed five (5) school months. The amount deducted for leave purposes from the unit member's salary shall be one-half the unit member's salary.

4. Upon return from extended leave as set forth in paragraph 3 above, the unit member shall provide a statement from a medical doctor or licensed practitioner stating the reason for the absence and indicating an ability to return to his/her position without detriment to the unit member's physical and emotional well-being.

5. The District shall reduce a unit member's accrued sick leave by one-half (1/2) day when the unit member does not work on a day that has been scheduled as a minimum day or when a unit member does not attend a mandatory evening activity.

6. On or before December 1 of each year, each unit member shall be notified of the accumulated balance of sick leave including those days for the current school year.

7. Credit for sick leave need not be accrued prior to taking such a leave. However, in the event a unit member leaves the District having taken more sick leave than earned, he/she may be required to reimburse the District for such unearned leave.

8. A unit member hired by the District shall have transferred any accumulated sick leave from another California school district.

9. A unit member whose absence exceeds five (5) consecutive working days may be required to provide a statement from a medical doctor or licensed practitioner, stating the reason for the absence and indicating the ability to return to service. Provided that a unit member and his/her immediate supervisor have first discussed the issue, such a statement may be required for absences of less than five (5) consecutive days that occur in a regular pattern over a period of at least one (1) year.

Section C - FAMILY AND MEDICAL LEAVE

1. Any unit member who has served at least 12 months with the District, (1,250 hours during the previous 12 months), may take up to 12 weeks of unpaid leave in a 12-month period for family care and medical care. State and Federal "family and medical leave" shall run concurrently. This leave runs concurrently with sick leave taken for maternity leave, but not with leave taken for disability on account of pregnancy, childbirth, or related medical conditions.

2. Family leave may be used for the birth of a child, care of a child, placement of a son or daughter for adoption or foster care, care of the employee's spouse or registered domestic partner, child, or parent (if such person has a serious health condition), or for a serious health condition (as defined below) which renders the employee unable to perform the functions of his/her position. Leave taken for a birth, or placement for adoption or foster care, must be concluded within one year of the birth or placement.

3. A “serious health condition” is one that involves either inpatient care in a hospice or residential health care facility or continuing treatment or continuing supervision by a health care provider.

4. During the period of family leave, the unit member shall be entitled to the current applicable District contribution which shall be paid towards health benefits for a period not to exceed twelve (12) weeks in any twelve-month period. Any health insurance premiums required to be paid by the employee during this leave must be paid to the District’s payroll office by the first of each month. If the employer provides a new health plan or benefits, or changes health plans or benefits while the employee is on family leave, the employee is entitled to the new plan or benefits to the same extent as if the employee were not on leave.

The District will continue to pay its current applicable contribution toward unit member’s health benefits during leave.

5. Certification of Need for Leave

a. In all cases involving the need for leave due to a serious health condition, unit members must provide certification from a health care provider regarding (1) the date on which the serious health condition commenced, (2) the probable duration of the condition, and (3) an estimate of the amount of time the unit member will require to care for the child, parent, spouse, or registered domestic partner. This statement shall also include a statement from the health care provider that the unit member’s participation to provide care is warranted during the period of treatment of the seriously ill member of the immediate family, as defined in this Section, paragraph 2 above.

b. Certifications accompanying requests for leave due to the employee’s own serious health condition shall include a statement from the health care provider that, due to the serious health condition, the employee is unable to perform the function of his/her position.

c. If the employee is requesting leave for intermittent treatment or leave on a reduced leave schedule for planned medical treatment, the certification must also state the medical necessity for the leave, the dates on which the treatment is expected to be given, the duration of the treatment and the expected duration of the leave.

6. Unit members shall give the District at least 30 days advance notice of the need for taking leave, except in emergency situations, in which case the employee shall give the District as much notice as is reasonable possible. If leave is needed for a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of District operations.

7. The unit member on family care leave should notify the District at least two (2) weeks before the estimated return date to confirm that he/she will return on such date. Where

no return date has been estimated, the unit member will notify the District of the intended return date at least two (2) weeks prior to return.

8. Leave status under this provision shall not constitute a break in service for purposes of longevity, seniority, or District benefit plans.

9. During the period of the family care and medical leave, the unit member shall use his or her available paid or unpaid leave benefits. Available paid or unpaid leave benefits shall run concurrent with the family care and medical leave period. If an employee takes a leave because of his/her own health condition, he/she shall substitute accrued sick leave and/or differential leave during the period of the leave taken pursuant to this section.

Section D - PERSONAL NECESSITY LEAVE

1. Leave which is credited under paragraph 1 of Personal Illness and Injury Leave may be used for purposes of personal necessity, provided that use of such personal necessity leave does not exceed seven (7) days in any school year. Five (5) of the seven (7) days may be used for unrestricted personal necessity at the discretion of the employee. Two (2) of the seven (7) days shall be restricted as described in Section D, paragraph 2 below.

2. For purposes of this provision, restricted personal necessity shall be limited to:

- a. Death or serious illness of a member of the unit member's immediate family as defined in Section E, paragraph 2, of this article (Bereavement Leave);
- b. An accident which is unforeseen involving the unit member's person or property, or the person or property of a unit member's immediate family;
- c. Fulfilling the requirements of adoption as specified by the Social Service Agency;
- d. Personal emergencies as defined on ERUSD Form D-28/B; or
- e. The personal necessities which are allowed at the discretion of the Superintendent or designee.

3. Before the utilization of restricted personal necessity leave, a unit member must obtain prior approval from the appropriate management person, except for cases of 2.a or 2.b above. Should the circumstances outlined in 2.a and 2.b arise, the unit member shall make every effort to comply with Board procedures to enable the Board to secure a substitute.

4. A unit member shall verify in writing that the restricted personal necessity leave was used only for purposes as set forth in paragraph 2 above (Form D-28/B).

Section E - BEREAVEMENT LEAVE

1. A unit member shall 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 the death of any member of the unit member's immediate family.
2. For purposes of this provision, an immediate family member shall be limited to a spouse or registered domestic partner, mother, father, grandmother, grandfather, grandchild, son, son-in law, daughter, daughter-in-law, brother, or sister of the unit member or of the unit member's spouse or registered domestic partner, or any relative living in the unit member's household.
3. One (1) day leave of absence is granted in each case when such is occasioned by the death of a niece, nephew, aunt, or uncle of the unit member or of the spouse or registered domestic partner of the unit member.
4. Unpaid leaves of absence to attend the funeral of a person not listed as a member of the immediate family may be granted not to exceed six (6) days.

Section F – LEAVE FOR PREGNANCY DISABILITY

1. A unit member who is unable to return to work due to medical problems related to pregnancy, miscarriage, childbirth, and/or recovery is eligible for pregnancy disability leave.
2. A unit member must use sick leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and/or recovery (Article II, Section F). If sick leave is or becomes exhausted, the employee will receive statutory half-pay – up to five months.
3. Pregnancy Disability Leave is not to be used for preparation for childbearing, nor is it to be used for child care or child rearing.
 - a. A doctor's note is required, stating the date that leave will commence, the date that duties are to be resumed, and the reason(s) for the leave.
 - b. Employee is entitled to return to the position held at the time the leave commenced.

Section G - LEAVE WITHOUT PAY FOR CHILD REARING AND PREPARATION FOR CHILD BEARING

1. Leave without pay or other benefits may be granted to a unit member for preparation for child bearing and for child rearing.
2. The unit member shall request such leave as soon as practicable, but under no circumstances, less than twenty (20) work days prior to the date on which the leave is to

begin. Such request shall be in writing and shall include a statement as to the dates the employee wishes to begin and end the leave without pay.

3. The duration of such leave shall consist of no more than twelve (12) consecutive months and shall automatically terminate on June 30 in the school year in which such leave is granted. An extension of leave may be granted, not to exceed an additional twelve (12) months.

4. There shall not be a diminution of employment status for child bearing or child rearing except that no person shall be entitled to compensation, increment, or the accrual of seniority, nor shall the time taken on parental leave count toward credit for probationary unit members in earning tenure status.

5. If a unit member is on leave for child bearing or child rearing and in the event of a miscarriage or death of a child subsequent to childbirth, the unit member may request an immediate assignment to a unit position. If there is a vacancy for which a unit member is qualified, the Superintendent will assign the unit member to said position as soon as practicable.

Section H - MATERNITY/PATERNITY OR ADOPTION LEAVE

1. A unit member is entitled to three (3) days of leave for the birth of a child without loss of pay or sick leave.

2. Up to six (6) weeks leave (eight weeks if delivery is caesarian) is available for recovery from childbirth.

a. These six weeks include the three days mentioned in paragraph 1 above. Employee must use sick leave for any maternity leave beyond the three days.

b. If sick leave is or becomes exhausted, the employee will receive statutory half-pay – up to five (5) months.

3. Once the six (6) weeks have been completed, if further leave (see pregnancy disability leave section F above) is required, the unit member must notify both her own site and the Human Resources Department (562-801-5222), prior to the end of the six (6) weeks.

a. A doctor's note is required if, for medical reasons, the employee does not return in six (6) weeks (eight weeks if caesarian).

b. The doctor's note must be received by the Human Resources Department not later than five (5) working days after the end of the six-week leave.

4. Unit member is entitled to five days of leave for adoption of child without loss of pay or sick leave.

Section I - INDUSTRIAL ACCIDENT LEAVE

1. Unit members will be entitled to industrial accident leave according to the provision in Education Code Section 44984 for personal injury which has qualified for workers' compensation.
2. Such leave shall not exceed sixty (60) days during which the schools of the District are required to be in session or when the unit member would otherwise have been performing work for the District in any one fiscal year for the same industrial accident.
3. The District has the right to have the unit member examined by a physician designated by the District 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 a disability is attributable to the injury involved.
4. For any days of absence from duty as a result of the same industrial accident, the unit member shall endorse to the District any wage loss benefit check which would make the total compensation from both sources exceed 100 percent of the amount the unit member would have received as salary had there been no industrial accident or illness.
5. If the unit member fails to endorse to the District any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the District shall deduct from the unit member's salary warrant the amount of such disability indemnity actually paid to and retained by the unit member.

Section J - JUDICIAL LEAVE

1. Unit members serving jury duty during the school year shall be granted paid leave. Unit members who voluntarily postpone jury service to non-duty days shall be compensated \$100 upon verification of jury service by the unit member.
2. A unit member shall be provided paid judicial leave to appear as a witness in court.

Section K - SABBATICAL LEAVE

A Sabbatical leave may be granted to a unit member for the purpose of enabling him/her to improve himself/herself professionally and to enable him/her to make a more positive contribution to the total education program of the District.

The number of sabbatical leaves granted during any one year shall be determined by availability of District funds and shall not exceed one percent (1%) of the total number of unit members, extended to the nearest whole number.

1. Types of Sabbatical Leave

a. Study or Research

A unit member shall complete at least eighteen (18) semester units of work during a sabbatical year, not less than eight (8) semester units of work of which shall be completed during either semester while on such leave. The courses must be listed in the planned program presented to the Superintendent. A special project, research problem, or courses may be substituted for the unit requirement if approved in advance by the Superintendent. Transcripts or other evidence of completion shall be submitted to the Department of Human Resources within sixty (60) days after the unit member's return to duty, except if credit is to be claimed for salary classification (or increment), transcripts must be filed in accordance with the salary regulations.

b. Travel

i. A unit member's application for sabbatical leave for travel shall not be considered unless the itinerary provides for at least three and one-half (3 ½) months in travel status for each semester on leave.

ii. The application for leave shall include in general terms, an itinerary of the proposed travel, together with a statement concerning the proposed objectives of the travel.

iii. Upon completion of the leave, and within sixty (60) days of the unit member's return to duty, a detailed itinerary and a report shall be submitted to the Superintendent setting forth the benefits derived from the tour.

2. Any unit member who has been in the employ of the Board for seven (7) consecutive years of service is eligible to apply for sabbatical leave.

3. Applicants for sabbatical leave shall submit a letter of application to the Superintendent prior to March 1 preceding the school year of the sabbatical leave.

4. If requests for sabbatical leave exceed the allowable number, a committee shall be formed consisting of the Superintendent, or his/her representative, two administrators, two Federation appointees, and two community members chosen by the Board to select nominees for sabbatical leave. Nominees will be submitted to the Board, through the Superintendent, for approval on or before April 1 preceding the school year of the leave.

5. Nomination of candidates shall be governed by:

a. Benefit to the students of the District

b. Seniority of employment

c. History of previous leaves

d. Reasonable distribution of applicants by school and grade level

6. Sabbatical leave shall be granted for one school year. The board may, under special circumstances, grant sabbatical leave for one semester.

7. A unit member on sabbatical leave shall receive 50 percent of the salary he/she would have received if he/she had been in the regular service of the Board, plus health and dental benefits. His or her salary shall be paid while on leave in the same manner as if he or she were on duty in the District upon receipt of a Sabbatical Leave of Absence Agreement, as prescribed by the County Superintendent of Schools, indemnifying the Board against loss in the event he or she fails to render two (2) years service to the Board after he or she returns from sabbatical leave. This agreement shall be considered fulfilled in the event the unit member fails to return and render two (2) years service because of death or incapacitating physical or mental disability.

8. The Board shall not be liable for payment of any compensation or damages arising from the death or injury of any unit member while on sabbatical leave.

9. Time on sabbatical leave shall count toward State retirement. Retirement annuity contributions shall be deducted from the unit member's salary.

10. Upon his/her return from sabbatical leave, he/she shall advance on the salary schedule as if he/she had remained in regular service of the Board.

11. The requirements of the Education Code sections on sabbatical leave are incorporated into this article.

12. The Board will notify the Federation by February 1 of the number of sabbatical leaves, if any, which are to be granted.

13. Unit members on sabbatical leave shall not be gainfully employed outside the District during the time of the sabbatical leave.

Section L - MISCELLANEOUS LEAVES

1. Military leave: Unit members who are members of any reserve corps of the Armed Forces of the United States or of the National Guard, or who are inducted, enlist, or are otherwise ordered to active duty shall be granted such leave and military leave pay as provided by law.

2. Service in Governmental Programs: After the completion of four (4) years of District service, unit members may be granted a leave of absence for the purpose of service in Peace Corps, VISTA, AID, or similar governmental programs.

3. Education Improvement Leave

- a. After the completion of four (4) years of District service, unit members may be granted a leave of absence without pay or benefits for the purpose of educational improvement.
- b. Such leave shall be granted for a period of not less than one semester nor more than one year.
- c. An extension of the leave period may be granted where completion of the course of study requires longer than one year.

4. Leave for Personal Reasons

- a. A unit member may request a leave of absence for personal reasons for a period of not more than one (1) year.
- b. No salary or benefits shall be paid for such a leave.

5. Conference and Professional Meeting Leave

- a. Leave may be granted to unit members for attendance at approved professional meetings, conferences, observations, workshops, and participation in or attending demonstration classes or other activities devoted to the improvement of curriculum and instruction, without loss of pay.
- b. Requests for such leaves shall be submitted to the Superintendent at least two (2) weeks in advance to allow time for consideration of the request.

6. Short Term Leave

- a. Upon request of the unit member, the Superintendent may grant limited leaves of absence without compensation.
- b. A request for a short term leave shall be submitted at least ten (10) days prior to the start of the leave.

7. Miscellaneous Provisions

- a. Unit members on leave without pay shall be eligible to purchase medical insurance in accordance with State and Federal Law (COBRA).
- b. The unit member returning from leave shall be assigned to a position comparable to the one previously held.
- c. The sick leave accumulated prior to the start of the leave shall be carried over.

d. Seniority credit shall be received by any unit member on paid, partially paid, or unpaid leave.

Section M - UNAUTHORIZED LEAVE

Unauthorized use of leave provisions may be considered cause for dismissal provided the unit member is given due process as required by law.

Section N - REPORTING ABSENCES

1. A unit member who is going to be absent due to illness or otherwise shall notify the Department of Human Resources at the start of his or her absence. Such notification shall be made by 7:00 A.M., or as soon as illness is known.
2. A unit member must notify the principal of intention to return from absence the day before he/she returns and before the time a substitute would normally leave the school.
3. If the length of the absence is determined with certainty before the absence, the unit member need not report prior to returning.
4. If a unit member returns without notifying the principal of the intent to return, he/she may be required to forfeit one day of sick leave, but if so, shall not be required to remain on campus.
5. On each succeeding Monday after the start of the absence, the unit member shall report his/her continued absence by 7:00 A.M.

Section O - VERIFICATION OF ABSENCE

The District may verify absences consistent with the Education Code.

Section P - PART-TIME EMPLOYMENT

1. A job-sharing assignment may be arranged by mutual agreement between two current unit members. The site administrator will provide an analysis and recommendation for review by District administration. Final approval will be made at the discretion of District administration.
2. With the approval of a job-sharing position, the District agrees to provide health benefits not to exceed the existing cap for a full-time teaching assignment, to be shared as agreed upon by the two participants.
3. Any job-sharing arrangement shall be reviewed annually and will only continue by the mutual agreement of the teachers involved, analysis by the site administrator, and approval by the District administration. In a situation in which a job-sharing position is

terminated, the teachers shall be reassigned according to the provisions of Article VII, Section A - DISTRICT-INITIATED TRANSFER.

4. At the secondary level, part-time employment may be granted at the request of a unit member with the approval of the site administrator and the District Administration.

a. The salary for part-time employment shall be 1/6 per diem for each period.

b. Any secondary unit member who teaches at least 50% of a regular teaching load (3 or more sections) is entitled to a paid "prep period." For the part-time employee, the "preparation period" will generally be at the beginning or end of their sequence of classes (as determined by mutual agreement of the site administrator and the unit member). However, upon request of either party, and upon mutual agreement, the "preparation period" may occur during a period other than the beginning or end of their sequence of classes.

c. For the purposes of this "part-time employment" provision, the parameters set forth in Article VI, Section A, paragraph 1, delineating "the teacher's work day" are not applicable to part-time or job-sharing employees.

d. The specific provisions in this paragraph 4, are predicated on a traditional semester or semester block schedule in which a full teaching assignment equals five teaching periods plus a prep period. (Alternative schedules, e.g., trimester block or seven-period days, etc., will necessitate adjustments based on the same principles articulated in this paragraph 4.)

Section Q - PERSONNEL FILES

1. Unit members may review any materials contained in their personnel files.

2. The unit member's file shall not include materials received prior to employment or material used in connection with application for promotion.

3. Derogatory material will not be placed in a unit member's personnel file until the unit member has had an opportunity to review the material and make comments. The comments will be included with the derogatory material in the personnel file. Upon a unit member's request, information of a derogatory nature may be removed from the official personnel file after the statutory period of time permitting use of such information has elapsed.

4. The review of derogatory materials shall take place during normal business hours, and if necessary, the unit member shall be released from duty for this purpose without salary reduction.

Section R - SPECIAL EDUCATION

1. Prior to a student with a disability being placed for any portion of the day in a general education classroom, the classroom teacher will be notified and given an opportunity to review a copy of the Individualized Education Program (IEP).
2. If the IEP calls for the general education teacher to provide specially designed instruction, data, modifications, and/or accommodations, he/she will have the opportunity to meet with the special education site staff to discuss the contents of the IEP.
 - a. After meeting with the site staff, if the classroom teacher wishes additional support, a formal request for additional training and/or staff development in regard to their rights and responsibilities under the Individuals with Disabilities Act (IDEA) shall be made in writing to the Director of Student Services or his/her designee.
 - b. The Director of Student Services or his/her designee will then provide additional input to the IEP Team as to any supplemental aides, services, or training that the IEP Team should consider.

Section S – KINDERGARTEN

1. The District shall form combination classes for kindergarten only as a last resort after considering all other possible choices. In the event that a combination class is formed, the District shall provide an instructional aide for three (3) hours per day in that combination class.
2. All kindergarten teachers in the District shall be afforded the opportunity to meet and collaborate in a District-wide setting on modified days at least five (5) times during the school year. Such meetings will be calendared by the District in collaboration with ERFT.

ARTICLE III - CLASS SIZE

Section A - GOAL

1. The District will maintain maximum average class size as follows.
 - a. In kindergarten (transitional kindergarten, kindergarten, and kindergarten combinations), the site average class size will be 24 per class and an individual maximum (hard cap) that will not exceed 27 students per class. If the number of students exceeds 24, that class will be provided with three (3) hours of instructional support per day.
 - b. In grades one through three, the class size will be 20.

c. In upper grades, grades four through six, the class size will be 32.

d. In grades seven through twelve, the class size will be 33.5, except for P.E. and other classes which by their nature require a large number of students (i.e., band, drill team).

2. Individual class sizes may vary from the District average due to various factors; therefore, if the application of the above ratios/formulas results in a fraction of one-half or more on a District-wide average, then an additional teacher position shall be allocated.

Section B - ANALYSIS OF CLASS SIZE

Analysis of class size shall be made no later than the end of the sixth week of each semester. Appropriate action shall be taken by that time to comply with the above-mentioned limits.

Section C - STUDENT TRANSFERS

No elementary student will be transferred from one classroom to another after October 1 unless the teachers involved receive advance notice and an opportunity to discuss the transfer.

ARTICLE IV - PROCEDURES FOR EVALUATING UNIT MEMBERS

Section A - FREQUENCY OF EVALUATION

1. Probationary Unit Members

Each probationary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later than the beginning of Winter Break, and another formal observation not later than March 1.

2. Temporary Unit Members

Each temporary unit member shall be evaluated on a continuing basis. A formal evaluation shall be completed each school year. These unit members will receive at least one formal observation not later than March 1.

Temporary unit members, not working in the first seven weeks of the school year, shall have at least one formal observation no later than four weeks prior to the end of the school year.

3. Permanent Unit Members

Each permanent unit member shall be evaluated on a continuing basis. Informal observations may occur without notice. Permanent unit members shall be (formally) evaluated no less than once every two (2) years, except those unit

members who have been employed by the District for at least ten (10) years, who are deemed highly qualified as defined in 20 U.S.C. Section 7801, and whose most recent evaluation met or exceeded standards, shall be evaluated no less than once every five (5) years, This interval shall be reduced to once every two (2) years at the request of either the unit member or the evaluator. Permanent unit members given a rating of “Practice Not Consistent With Minimum Standards” in one half or more of the elements of any one teaching standard on the appropriate “Final Evaluation Summary form,” shall be formally evaluated each school year until given a rating of “Practice Consistent With Professional Standards.”

Section B – AREAS OF EVALUATION

The District shall evaluate the performance of certificated unit members using the applicable evaluation form.

1. The Certificated Teacher Evaluation Form is based on the California Standards for the Teaching Profession.
2. The Counselor Evaluation Form is based, in part, on The National Standards for School Counseling Programs.
3. The Site Resource and District Resource Evaluation Forms provide for the inclusion of specific responsibilities relevant to the position.

Section C – USE OF PUBLISHER'S NORMS

The evaluation and assessment of unit members’ performance pursuant to this Article shall not include the use of publishers’ norms established by standardized tests.

Section D – NOTICE TO UNIT MEMBERS

No later than the end of the seventh week of the year, in which the formal or informal evaluation is to take place, the administrators shall provide for unit members:

1. A designated evaluation packet
 - a. “Confirmation of Initial Conference”
 - b. “Evaluation” form
 - c. “Preliminary Evaluation” form
 - d. “Final Evaluation Summary” form
2. The name of their evaluator
3. A copy of the “Evaluation Procedures”

4. A copy of the “Certificated Evaluation Calendar”

In addition, Certificated Teachers only will receive #5 - #8.

5. A copy of “The California Standards for the Teaching Profession”
6. A copy of the “Examples of Evidence List”
7. A copy of the “El Rancho Unified School District Rubric Supporting the California Standards for the Teaching Profession”
8. A copy of the Teachers’ Resource List

Section E – PRE-CONFERENCE AND EVALUATION PLAN

Unit members being evaluated and the evaluator shall meet to establish:

1. A formal evaluation plan that shall offer the evaluatee(s) an opportunity to sign up for the first formal classroom observation. Pre-observation conferences, post observation conferences, and the final summary evaluation shall be scheduled by mutual agreement within the parameters of the Certificated Evaluation Calendar.
2. The evaluatee(s) may include any of the following as documentation of progress toward meeting the standards of proficiency in the areas of evaluation described in Section B: video/audio tapes, curriculum units, teacher journals, logs and calendars, interviews, lesson plans, evidence of communications with parents/students, examples of student work, records of participation in school improvement efforts, reports on professional growth activities, or other relevant documentation.

Section F – CLASSROOM OBSERVATIONS

Each evaluation plan shall include a minimum of one (1) formal classroom observation in the evaluation year. A unit member who receives a negative evaluation shall be entitled to additional classroom observations, evaluation conferences and written evaluations with criteria and resources for improvement as needed.

Section G – FORMAL EVALUATION SUMMARY

1. All final evaluation conferences for permanent, temporary and probationary unit members shall be completed no later than (30) calendar days prior to the last day of instruction. All final evaluation conferences for probationary- two unit members shall be completed by March 1st. The evaluator shall transmit a copy to the unit member thirty (30) calendar days prior to the end of the school year. The evaluator and the evaluatee must sign all copies of the evaluation.

2. If a permanent unit member is given a rating of “Practice Not Consistent With Minimum Standards” in less than 10 of the elements of all standards 1-6, he/she shall be provided the opportunity to volunteer for support from the PAR program and/or the site administrator.

3. If a permanent unit member is given a “Practice Not Consistent With Minimum Standards” in 10 or more of the elements of all standards 1-6, he/she shall be referred to the PAR program. Any rating of “one” requires the evaluator to indicate in writing the specific teacher instructional practices that are not consistent with minimum standards. Evaluatee will be given a copy of the Teachers’ Resource List to be discussed with the evaluator.

4. The evaluatee shall have the right to submit a written response to the evaluation, and that response shall become a permanent attachment to the evaluatee’s personnel file.

ARTICLE V - GRIEVANCES

Section A - DEFINITIONS

1. A “grievance” is a formal written allegation by a grievant who has been adversely affected by a violation of the specific provisions of this Agreement. Matters for which a specific method of review is provided by law are not within the scope of Level IV.
2. A “grievant” may be a unit member, group of unit members, or the Federation.
3. A “day” is any day in which the central administrative office of the District is open for business.
4. The “immediate supervisor” is the management person having immediate jurisdiction over the grievant who has been designated by the District to adjust grievances.

Section B - INFORMAL LEVEL

Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant’s immediate supervisor.

Section C - FORMAL LEVEL

1. Level I
 - a. Within fifteen (15) days after the occurrence of the act, or within fifteen (15) days after the grievant should have known of such occurrence or omission giving rise to the grievance, the grievant must present such grievance in writing on the appropriate form to the immediate supervisor.
 - b. The statement shall be a clear, concise statement of the grievance, the circumstances

involved, the decision rendered at the informal conference, and the specific remedy sought.

c. The supervisor shall communicate a decision to the employee in writing within five (5) days after receiving the grievance. If the supervisor does not respond within the time limits, the grievant may appeal to the next level.

d. Within the above time limits, either party may request a personal conference with the other party.

2. Level II

a. In the event the grievant is not satisfied with the decision at Level I, the grievant may appeal the decision on the appropriate form to the Superintendent (or designee) within five (5) days.

b. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for appeal.

3. Level III

a. In the event that the grievant is not satisfied with the decision at Level II, he/she may appeal the decision in writing within five (5) days to the Governing Board.

b. The Board may accept the appeal and make a decision either with or without reopening the record. The grievant shall be notified of the Board decision within twenty (20) days.

4. Level IV

a. If the grievant is not satisfied with the decision at Level III, he/she may within five (5) days, request submission to arbitration by submitting written notice to the Superintendent and the Federation. The Federation must notify the Superintendent within five (5) days if it wishes to proceed to arbitration.

b. The Federation and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, they shall request the State Conciliation Service to supply a panel of five (5) names. Each party shall alternately strike a name until only one name remains. The remaining panel member shall be the arbitrator. The order of striking shall be determined by lot.

c. The arbitrator will hold hearings promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, from the date the final statements and proofs are submitted to him/her. The arbitrator's decision will be final and binding on the parties.

- d. The arbitrator has no power to add to, subtract or modify the terms of this Agreement or written policies, rules, regulations, and procedures of the District.
- e. The costs of the services of the arbitrator, including per diem expenses, if any, and his/her travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Federation. Exercise of authority under Article I, Section D, shall not be subject to this procedure.

5. Miscellaneous Provisions

- a. Appropriate confidentiality will be maintained in the grievance process.
- b. All documents, communication, and records dealing solely with the processing of a grievance shall be filed separately from the personnel file of the participants.
- c. No grievant may proceed to arbitration without the consent of the Federation.
- d. The specified time limits in this procedure may be extended by mutual agreement in writing between the parties.
- e. The grievant may be accompanied by a representative of his/her own choosing.
- f. The Federation shall be granted reasonable release time for processing grievances.
- g. The grievant may be represented in the grievance procedure provided that a grievant may process a grievance without the intervention of the Federation. If the Federation does not represent the grievant, the grievance will not be resolved until the Federation has been informed of the proposed decision.

ARTICLE VI – HOURS OF EMPLOYMENT

Section A – THE TEACHER’S WORK DAY

1. The teacher’s work day shall commence one-half hour before the instructional day begins, and shall terminate one-half hour after the last scheduled class ends.
2. Unit members may be required to perform the following duties, which may include, but not be limited to:
 - a. Supervision of pupils
 - b. Communications with parents regarding pupils
 - c. Participation in inservice education

- d. Planning the work of instructional aides
- e. Record keeping related to student progress, student attendance, and other school and District student-related attendance
- f. Development and evaluation of materials for curriculum implementation
- g. Attendance at no more than a total of five (5) faculty, department, grade level, or District meetings per month (Each meeting shall conclude within one hour of the workday, and shall have been scheduled by no later than the previous day unless an emergency arises.)
- h. School and/or District committee assignments after the district has attempted to secure volunteers
- i. Confering and consulting with pupils, parents, staff, and management employees
- j. Securing and/or returning property for which the unit member is responsible as part of his/her assignment
- k. Participating in professional conferences and exemplary program visits relating to the unit member's assignment

3. Unit members may be required to participate in no more than four (4) of the following extracurricular activities:

- a. Athletic events
- b. School dances
- c. Spirit activities
- d. Graduation or Baccalaureate
- e. Back-to-School Night
- f. Open House
- g. P.T.A.

4. Unit members may be required to check in and check out whenever they arrive at or leave the school site, as designated by the site administrator.

5. Non-teaching unit members shall perform duties for eight (8) hours per work day, inclusive of the lunch period.

6. Unit members shall be entitled to a minimum of thirty (30) minutes duty-free lunch period per day.

7. Teachers in grades seven through twelve, excluding Salazar High School, shall not be required to teach more than five (5) classes daily. Teachers at Salazar shall teach six (6) classes daily (see Appendix E, Salazar Class Schedule). The District shall make every effort to limit teaching assignments to three preparations.
8. The number of Instructional Minutes at each school shall be as provided in Appendix E.
9. The instructional day ends at the end of the last scheduled class at the elementary level, and at the end of the last period at the secondary level.
10. El Rancho Education Center/Adult education teachers shall start their classes promptly at the scheduled time. In order to begin on time, teachers shall be in their classrooms at least ten minutes before the scheduled class time.
11. El Rancho Education Center/Adult education teachers terminate their work assignment at the end of the scheduled class period, except as needed to fulfill the responsibilities as appropriate to the Adult School described in Sections 2, 3, and 4.

Section B: ADJUSTMENTS OF INSTRUCTIONAL MINUTES

Increases, decreases, or reconfiguration of annual instructional minutes may be made at each site provided that S.B. 813 requirements are maintained.

1. Unit members proposing an adjustment to instructional minutes shall submit a written proposal for discussion at a regularly scheduled staff meeting.
2. At a subsequent staff meeting, unit members will discuss the proposal.
3. The school's Site Council, Bilingual Advisory Committee, and P.T.A./P.T.O. shall be provided an opportunity to respond to the proposal.
4. Voting shall be conducted by the Federation following current practices. Only those unit members whose work schedule would be adjusted shall be entitled to vote. Site administrators may act as facilitators but may not be part of the voting process.
 - a. If three or fewer unit members are involved, the vote must be unanimous to effect the adjustment.
 - b. If more than three unit members are involved, a 70% majority of the votes cast must be reached in order to effect the adjustment.
5. Proposals must be submitted to the Assistant Superintendent of Educational Services no later than May 1 of the school year preceding the implementation year. He/she shall review the proposed changes with the Federation President to insure compliance with the State required annual instructional minutes.

6. At the completion of the process, a District form shall be completed, and copies sent to the Assistant Superintendent of Human Resources, and the Assistant Superintendent of Educational Services. Information shall include:
 - a. The rationale for the proposed adjustment
 - b. A description of the proposed adjustment, including a daily schedule for staff and students.
 - c. The names of the unit members participating in the decision-making process
 - d. A record of the vote
 - e. The number of annual instructional minutes in the base year (1995-96 for each grade level represented in the proposal.)
 - f. The number of annual instructional minutes after the adjustment, and the number of minutes added or reduced.
 - g. Signatures of the principal, the Federation site representative, and the Federation President.
7. The proposal may be denied by the Board of Education if implementation would be financially and/or logistically unfeasible, or if the proposal is found to not be in the best interests of students. If the proposal is denied, the administration will provide a written rationale to the staff involved in developing the proposal.
8. Changes made under the provisions of this section shall not be binding on any other school or on other grade levels in the same school.
9. Approved plans shall commence at the beginning of the school year. For the plan to continue for the next year, affected unit members must approve the plan by May 1 in accordance with the provisions set forth in Article VI, Section B.4.

If, after implementation, the plan is approved by the affected unit members for two consecutive years, the plan becomes the status quo. The plan may then be changed by following the provisions of Article VI, Section B.

ARTICLE VII – TRANSFERS

The Federation agrees that the Superintendent is authorized under Education Code Section 35035 to make assignments of all employees to positions based upon the needs of the students as determined by the District subject to the specific guidelines as contained in Sections A and B below. A unit member may request a transfer on the District's transfer form whereon the teacher shall express preference for work locations, grade levels or desired curriculum department. The District shall attempt to honor requests for transfers.

Section A- DISTRICT-INITIATED TRANSFER

1. The change in a unit member's regular classroom assignment to a different school site, curriculum department, other classroom at the same site, or grade level (within the K-5 grade span), without the unit member's consent is a District-initiated transfer.
2. Notice of a District-initiated transfer for the coming school year shall be given in writing no later than five (5) work days before the unit member's last work day of the school year, except in cases of changed circumstances. If a unit member is transferred as a result of a District-initiated transfer within the school year, he/she shall be given at least five (5) days' notice and two (2) days' released time, if requested, to effect the move. The District shall provide assistance in moving materials to any new work location.
3. The unit member shall have the right to request, and shall receive, written reasons when a District initiated transfer is to be made.
4. A District-initiated transfer shall take place only after an opportunity for discussion between the unit member and the principal has occurred. The unit member shall have the right to representation at these discussions.
5. Placement of a unit member transferred into or out of a position by the District shall be based upon the following factors and in the order of preference as herein below enumerated:
 - a. Unit member's area of credential including BCLAD
 - b. Major field of study
 - c. Applicable state and federal laws
 - d. Seniority in the District
 - i. For the purposes of this article only, seniority shall be defined as the number of years of service with the District. *In order to clarify the intent of the parties, it is understood and agreed that "seniority" in the ERFT Agreement refers only to employment as a certificated employee in the District.
 - ii. The employee's hire date shall be used to resolve situations where unit members have the same number of years of service.
 - iii. If a member of the unit leaves employment with the District through resigning or taking a leave that extends beyond the statutory 24 months maximum leave (excepting military leave) and subsequently accepts re-employment with the District, the employee's rehire date shall be used to determine his/her seniority date for the purposes of this article only.

6. Unit members who are transferred from one school site to another during the contractual school year, for reasons other than the unit member's non-compliance with NCLB, ELL certification, credentialing requirements, or disciplinary reasons, shall receive a stipend of \$1,000.

7. Teachers who are transferred into a different grade level during the contractual school year shall be entitled to a stipend of \$250.00 for purchase of classroom supplies.

Section B – UNIT MEMBER – INITIATED TRANSFERS

1. The change of a unit member's assignment to a different school site, grade level, curriculum department, as requested in writing by a unit member, shall be considered a unit member-initiated transfer.

2. The Assistant Superintendent, Human Resources, shall furnish to the Federation, and post in all school offices, a list of vacancies which occur during the school year and for the following school year, upon knowledge of vacancies. The list shall contain a closing date for submitting requests for transfer. Vacancies that occur during the school year due to resignations, transfers, retirements, and leaves of absence may be filled without utilizing the posting procedures, provided the replacement is on a temporary basis. The position will be listed with other vacancies for the coming school year, and teachers will be allowed to submit application for transfer.

3. All applicants shall be informed, in writing, when and if the position has been filled.

4. A unit member may submit a request for transfer in writing at any time to the Assistant Superintendent, Human Resources.

Section C – DISTRICT INITIATED TRANSFER – SPECIAL CIRCUMSTANCES

1. Definitions

a. Special circumstances are those brought about by school closure, the conversion of the junior high schools into middle schools, or the re-opening of a school.

b. A vacancy is defined as a teaching position available in any elementary, middle, or high school as a result of school closure, conversion to middle schools, or attrition.

2. Procedures

a. A list of all vacant positions, K – 12, will be made available to the Federation and posted at each school. This list will be updated as necessary. When a vacancy is filled, it will be removed from the list. When a new vacancy occurs, it will be added to the list. Each teacher being interviewed will be shown the most current list.

- b. Vacant positions at each level will be filled in the following order: 9-12, 6-8, K-5.
- c. Unit members will notify the Assistant Superintendent, Human Resources regarding the level or levels in which they are interested.
- d. A seniority listing will be prepared for each of the three levels. These listings will be made available to the Federation and posted in each school.
- e. Affected unit members interested in each level will meet with the Assistant Superintendent, Human Resources in order of their District-wide seniority. The unit member will bring to this meeting the District's "Transfer Information Form" indicating three choices from available vacancies.
- f. Affected members will be granted one of their three choices subject to Article VII, Section A.
- g. If a teacher is not qualified in accordance with Article VII, Section A of the contract, that teacher shall be classified as unassigned. The unassigned teachers will be assigned as full-time substitutes at their regular salary until a position for which they qualify becomes available.
- h. No vacancy will be filled at any level until all affected unit members have been assigned subject to Article VII, Section A of the contract.
- i. Voluntary transfers may be completed at each level once affected unit members have been placed at that level.
- j. No vacancy will be filled by either a temporary teacher or a long-term substitute until all affected unit members and voluntary transfers have been assigned according to Article VII of the contract.
- k. Unit members on leave of absence or those who are unable to attend the scheduled meeting with the Assistant Superintendent, Human Resources, shall send a proxy to submit their three choices of assignments. If an affected unit member (or his/her proxy) does not appear at the scheduled meeting, the Assistant Superintendent, Human Resources, shall assign the unit member to a position for which he/she is qualified.
- l. One administrator of the District's choice may be present during the meeting with the Assistant Superintendent, Human Resources.
- m. Affected unit members may have a Federation representative present during the meeting with the Assistant Superintendent, Human Resources.
- n. The District will move all personal and teaching supplies to the new work location.

ARTICLE VIII – HEALTH AND SAFETY

Section A – SAFE AND HEALTHY PHYSICAL ENVIRONMENT

1. The District will maintain safe working conditions and protect unit members against health and safety hazards as required by law.
2. Unit members shall be responsible for complying with District safety procedures, including accident and safety reports, and for practicing basic health and safety measures. Unit members shall report suspected unsafe, unsanitary, or unhealthy conditions to their immediate administrator. Oral reports shall be followed by a written report. Conditions that should be reported include but are not limited to the presence of mold, extreme heat or cold, poisonous insects, snakes, rodents, harmful gases, ladders, power equipment, pieces of broken metal or glass. There shall be no reprisal against a unit member for reporting an alleged unsafe, unsanitary, or unhealthy condition.
3. The District shall investigate all reports of suspected unsafe, unsanitary, or unhealthy conditions, and shall take necessary steps to correct conditions which it identifies as being unsafe, unsanitary, or unhealthy. The District shall promptly reply in writing to the unit member the results of the investigation, including the nature and timing of any corrective action to be taken.
4. A unit member shall not be required to perform duties under conditions which pose an immediate and serious threat of bodily harm to the unit member or students, provided that he/she has exhausted all reasonable means within his/her discretion to remedy the condition.
5. A District Worksite Committee comprised of representatives from the Federation and the District shall meet periodically to review safety issues and make recommendations to the District.

Section B – SAFE WORKING CONDITIONS

1. The District shall take reasonable steps to maintain a safe and non-violent workplace for unit members.
2. Unit members shall promptly report cases of assault or battery suffered by them in connection with their employment to their principal or assistant principal who shall promptly report the incident to the sheriff. Oral reports by a unit member shall be followed up by written reports.
3. Reasonable physical force may be used by a unit member to protect himself/herself or another employee or a student from possible injury, or in an extraordinary case of breach of discipline, to restrain a disruptive student.
4. All unit members' workstations shall be equipped with an operational two-way

communications system.

5. Except for minor first aid or in emergencies, no unit member, other than appropriately qualified school nurses, shall be required to dispense, administer, or supervise the taking of medication by students, or to perform medical procedures for students.

6. The District shall comply with Education Code section 49070 which requires the District to inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in Education Code section 48900, except possession or use of tobacco. The District shall provide the information to the teacher every trimester based upon any records that the District maintains in its ordinary course of business, or receives from a law enforcement agency, regarding the student. Any information received by a teacher shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

Section C – EMPLOYEE PROPERTY REIMBURSEMENT

1. The District shall reimburse unit members for any loss, damage, or destruction of clothing, automobiles, or personal property of the member arising from assault, theft, accident, or vandalism while on duty in the District, on District premises, or on a school or District-sponsored activity, unless such damage is due to negligence by the member (using the standard of a reasonable teacher).

a. In the case of assault-related losses, the District shall reimburse unit members upon the filing of a written claim detailing the circumstances and extent of the loss.

b. In the case of loss/damage by theft, accident, or vandalism, the District shall reimburse the unit member, provided the member has filed a report with the law enforcement agency having jurisdiction. Reimbursement shall be limited to the actual cost of the lost item(s), or the cost of repairs.

c. The District shall reimburse unit members for vehicle damage or theft/loss of vehicle contents which take place while the vehicle is parked on or adjacent to District premises or while the unit member is on duty at a District-sponsored activity. Such reimbursement shall be limited to the actual cost of repair or payment of the unit member's insurance deductible.

2. Reimbursement shall not be less than \$30 nor exceed \$500 in any event.

ARTICLE IX – STUDENT DISCIPLINE

The District and the Federation agree that District policies and administrative regulations regarding student discipline and exclusion of students from class will be attached to this contract as information appendices. If any changes occur in the existing law and procedures, an updated copy of said policies/regulations will be distributed to unit members.

ARTICLE X – TEACHING ASSIGNMENTS

Section A – KINDERGARTEN TO 12th GRADE

1. Teachers may express an assignment preference with the site administrator by March 1 of each school year.
2. Unit members shall be notified of their tentative teaching assignments for the fall semester before the end of the school year.
3. If a change occurs in a unit member's tentative assignment during the summer, the District shall mail a notice of such change to the unit member prior to the beginning of the school year.
4. Whenever bilingual combination classes are being established, interested teachers shall be provided an opportunity to meet with the principal to discuss possible alternatives.
5. Space on a bulletin board shall be allotted for vacancy postings and summer school.
6. Bulletins from the District will be posted in a timely manner at the school sites.

Section B – ADULT EDUCATION

1. A full-time teaching assignment in the Adult School is twenty-seven (27) hours per week.
2. Adult education teachers shall have first consideration in filling vacancies appropriate to their credential area in the following order:
 - a. Full-time permanent teachers
 - b. Part-time permanent teachers
 - c. Full-time probationary teachers
 - d. Part-time probationary teachers
3. Adult education teachers shall be notified of their tentative spring semester assignments by the beginning of the winter recess.

ARTICLE XI – 10th GRADE COUNSELING PROGRAM

Section A - COMPENSATION

The hourly rate for extra-pay, extra-duty under the 10th grade counseling program shall be

the adult school counselor hourly rate.

Section B – SELECTION PROCEDURE

1. Order of Priority in Selection Procedure:
 - a. The counselors must be credentialed.
 - b. The existing high schools' counseling staff would be offered the positions first if they are interested.
 - c. The middle school counselors would be the next priority.
 - d. District staff with the most recent experience in the District.
 - e. District staff without experience.
2. The Selection Committee shall be composed of the following:
 - a. El Rancho High School Principal
 - b. Ruben Salazar High School Principal
 - c. Assistant Superintendent, Human Resources

ARTICLE XII – PEER ASSISTANCE AND REVIEW PROGRAM

Section A – PURPOSE OF THE PROGRAM

1. The Peer Assistance and Review Program (PAR), a two-year program, is designed to provide assistance to all teachers who are in need of development in subject matter knowledge and/or teaching strategies or skills.
2. A program year begins and ends based on the District's instructional calendar.

Section B – THE JOINT PANEL

1. PAR Panel: PAR shall be administered by a Panel which shall consist of five (5) members, two (2) of whom shall be selected by the Superintendent or designee, and three (3) of whom shall be selected by the Federation. The Superintendent or designee, and the Federation President shall be ex officio members. The Panel shall be chaired in the first year by a teacher member and in the following year by a District member. The chair shall thereafter rotate on an annual basis between teacher and District members.
2. Term of Service: The term of service shall be three (3) years, commencing on

April 1, 2000. There shall be no limit to the number of terms that may be served. Panelists may be removed and replaced at any time by their appointing party.

3. Panel Meetings: The Panel shall meet at the times and places it determines.
4. Votes of the Panel: All actions of the Panel shall be approved by an affirmative vote of at least three (3) members.
5. Panel Responsibility: the responsibilities of the Panel shall include the following:
 - a. Selecting BTSA Induction Program Support Providers and Consulting Teacher(s)
 - b. Reviewing reports prepared by Consulting Teacher(s)
 - c. Making recommendations to the Board concerning Referred Teacher(s)
 - d. Preparing program reviews as necessary
 - e. Terminating the services of Consulting Teacher(s) and BTSA Support Providers for cause. Such terminations shall not be subject to the Grievance Procedure.
6. Compensation: Teacher members of the Panel shall receive release time from regular duties and/or hourly pay as reasonably needed to perform their duties.

Section C – CONSULTING TEACHERS

1. Number: The BTSA Advisor will serve as the Consulting Teacher for the PAR Program. As the need arises, the Panel may interview and recommend to the Superintendent or designee, the names of additional candidates to serve as Consulting Teacher(s) to the PAR Program.
2. Qualifications: Consulting Teacher(s) shall be permanent teacher(s) of the District with at least five (5) active and consecutive years of classroom experience and exemplary teaching ability, including, among other attributes, effective communication skills, extensive subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
3. Application and Selection
 - a. Notices shall be distributed whenever the Panel determines that further applications are desired.
 - b. Classroom teacher(s) may apply to be Consulting Teacher(s). Based on a review of the applications and three (3) letters of recommendation, including one (1) from each applicant's most recent evaluator, the Panel shall select candidates for interviews and classroom observations.

4. Responsibilities

- a. Consulting Teacher(s) shall work primarily with volunteer and referred permanent teacher(s).
- b. Consulting Teacher(s) shall assist the Panel, by reporting to the Panel on a regular basis.

5. Compensation: The BTSA Advisor/Consulting Teacher selected to serve full-time shall receive the resource teacher stipend of 10% of base salary per school year. Part-time Consulting Teacher(s) shall receive a stipend equal to a BTSA Support Provider.

6. Term of Service: The term of service shall be determined by the PAR Panel, based on the needs of the Program.

Section D – REFERRED TEACHER(S)

1. Referral to the Program. Teachers shall be referred to the PAR Program by receiving an unsatisfactory performance evaluation or by voluntary self-referral. A teacher who has entered the Program voluntarily may be involuntarily placed in the Program in the event he/she later receives an unsatisfactory evaluation.

- a. “Unsatisfactory evaluation” is defined as a permanent unit member who is given a “Practice Not Consistent With Minimum Standards” in ten (10) or more of the elements of all standards 1 – 6 on the Certificated Evaluation Form.

- b. Referral to the Program shall not be subject to the Grievance Procedure.

2. Assignment of Consulting Teacher. As soon as practicable after referral to the Program, the Referred Teacher shall be assigned a Consulting Teacher by the Panel. The Consulting Teacher shall then arrange a meeting with the Site Administrator(s) or evaluator of the Referred Teacher, and the Referred Teacher. The employee’s performance shall be discussed, as well as the recommendations for improvement.

3. Preparation of Written Assistance Plan. Based on these discussions, and at least one (1) classroom observation, the Consulting Teacher shall prepare a Written Assistance Plan to assist the Referred Teacher in meeting the established goals and objectives. The plan shall be reviewed and modified as necessary by the Panel.

4. Periodic Progress Report. The Consulting Teacher shall prepare and present three (3) progress reports to the Panel and Site Administrator(s) by the following dates: December 1st and May 1st of the first program year; and by October 15th of the second program year.

Each progress report will indicate whether the Referred Teacher is demonstrating satisfactory improvement and what continued assistance is necessary. The Consulting

Teacher shall make a classroom visit of at least forty (40) minutes duration a minimum of three (3) times per PAR Progress Reporting period.

5. Final Written Report. By February 1st of the second program year, the Final Written Report of the Consulting Teacher shall be presented to and reviewed by the PAR Panel. In addition, the PAR Panel shall review the evaluations of the Site Administrator(s). A portfolio of work may be submitted by the Referred Teacher as part of the Panel review.

a. Use of the Final Report. The information obtained through participation in this Program may be used by the District in any personnel decisions or proceedings regarding the Referred Teacher and shall be accessible to the administrator(s) responsible for evaluating the performance of the Referred Teacher.

b. A final classroom observation of the Referred Teacher will be made by the PAR Panel no later than February 15th of the second program year.

c. The Panel shall write a Final Recommendation Report which will be presented to the Superintendent by the Assistant Superintendent of Human Resources.

d. A meeting will be held with the Referred Teacher to discuss the Final Recommendation Report. Present at the meeting will be the Site Administrator(s), the Consulting Teacher, and the Assistant Superintendent of Human Resources. The Referred Teacher shall receive a copy of the Final Recommendation Report, and a copy will be placed in the Referred Teacher's personnel file.

e. The Superintendent will present the Final Recommendation Report to the Board of Education for discussion and action before March 15th.

6. Voluntary Participation. Classroom teacher(s) who are voluntarily participating in the Program shall not have any documentation issued as a result of their participation. The Progress Reports shall remain strictly confidential and the property of the voluntary participant.

7. Governing Board. Nothing herein shall be interpreted as limiting the authority of the Board to initiate any form of discipline, up to and including dismissal, of the Referred Teacher at any time.

8. Length of Participation. Teacher(s) shall receive support from the PAR Program for no more than two (2) contractual school years. These two (2) years shall be consecutive except under special circumstances as defined by Board Policy.

9. Confidentiality. Documents generated by Consulting Teacher(s) and Panel members regarding specific Referred Teacher(s) as part of the PAR Program shall be deemed personnel records and shall remain confidential to the extent required by the law. The District shall be entitled to use such documents in subsequent disciplinary actions

against a Referred Teacher.

Panel deliberations regarding individual teacher(s) shall be closed and confidential.

Section E - MISCELLANEOUS PROVISIONS

1. Indemnity The District shall defend and hold harmless individual Panel members, Consulting Teacher(s) and the BTSA Advisor from any lawsuit or claim arising out of the performance of their duties under this Program as provided by the California Government Tort Claims Act.

2. Reservation of Rights. This Program and the District's evaluation functions shall operate independently of each other; however, a cooperative relationship among Site Administrators, Consulting Teacher(s) and the BTSA Advisor is encouraged with respect to the process of Peer Assistance and Review. Nothing within the Program shall prohibit or limit the District and Governing Board from exercising its legal or contractual rights regardless of the participation of a teacher within the Program.

3. Re-openers. This Article shall be re-opened at the request of either party at any time.

ARTICLE XIII - PROGRESSIVE DISCIPLINE

Section A - PROGRESSIVE DISCIPLINE

This Article establishes just cause, due process and progressive discipline for disciplinary actions affecting bargaining unit members. Unit members may ultimately be suspended for cause without pay for a maximum of fifteen (15) days in a 12-month period.

Any discipline administered under this Article shall take place within fifteen (15) days of when the administrator knew or should have known of the action or infraction giving cause for discipline. Prior to implementation of any written disciplinary action, the unit member shall be informed of his/her right to representation.

The District shall utilize the following progression in disciplinary actions:

1. Oral Warnings. Oral warnings shall be given to unit members for actions or infractions that need remediation. A follow-up post conference summary document may be given.

2. Written Warnings. Written warnings shall be given to unit members who have first received an oral warning within the preceding twelve (12) months for a similar but separate action or infraction. The written warning may provide directive and/or remedial procedures to be followed by the unit member. The warning shall be based on factual and reasonable evidence and/or data that, in the administrator's judgment, warrant corrective action. The unit member shall have a right to respond within ten (10) days and have the response attached to the written warning. The warning and

attachment shall be kept in a site file.

3. Written Reprimands. Written reprimands shall be given to unit members who have received at least one previous written warning for similar but separate actions or infractions within the preceding twelve (12) months. Written reprimands shall provide the date and a description of the incident. The reprimand shall be based on factual and reasonable evidence and/or data that, in the administrator's judgment, warrant corrective action. A copy of the reprimand shall be placed in the unit member's personnel file in accordance with Article II, Section Q of this Agreement.

4. Unpaid Suspensions. Unpaid suspensions may be given for a period not to exceed fifteen (15) days provided the unit member has first received a written reprimand about similar but separate actions or infractions within the preceding twelve (12) months. The discipline imposed shall be reasonably related to the seriousness of the misconduct and/or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the unit member. Unit members who are suspended shall not have their fringe benefits, seniority or other rights impacted.

Section B - NOTICE

Unit members shall receive a written notice from the Superintendent or designee stating the District's intent to suspend without pay. The notice shall include the following:

1. The cause on which the suspension is based.
2. The date on which the suspension shall take place.
3. The unit member's right to discuss the proposed suspension at a pre-disciplinary hearing with the Superintendent or designee prior to the suspension taking place. The pre-disciplinary hearing shall be informal and is intended to give the unit member the opportunity to present his/her perspective regarding the proposed suspension.
4. A proposed date, time and place for such a meeting.

The Federation shall receive concurrent notification and a copy of the suspension notice served on any unit member.

Section C – APPEAL

1. The unit member will have five (5) days from the receipt of the notice to respond to the proposed suspension. The District shall schedule the suspension and provide notice thereof to the unit member if the unit member does not respond to the notice.
2. If the unit member chooses to respond to the notice, the response shall confirm the proposed date, time and place for the pre-disciplinary hearing; designate his or her representative, if any; propose other dates for such hearing; or waive such hearing. The pre-disciplinary hearing shall take place within ten (10) days from the date of receipt of

the notice.

3. The Superintendent or designee shall inform the unit member of the decision to suspend or not to suspend within three (3) days from the date of the pre-disciplinary hearing. The unit member shall be given a notice of his/her right to appeal the decision to suspend to the Board of Education in a closed session meeting. The unit member shall be given the date, time and place of the next Board of Education meeting. The unit member shall have five (5) days from the receipt of the notice to confirm his/her intention to meet with the Board of Education. The District shall schedule the suspension and provide notice thereof to the unit member if the unit member does not respond to the notice.

Section D - DISCIPLINE WITHOUT PROGRESSION

1. Nothing in this Article shall prohibit the District from disciplining a unit member for just cause, up to and including suspension without pay for fifteen (15) days if the District determines that the severity or nature of the action or infraction is such that one or more of the steps is inappropriate or insufficient.

2. In the event that an administrator determines that it is necessary to bypass one or more of the steps as outlined in this Article, the administrator shall provide the unit member with a notice that includes the following:

- a. The date and description of the incident.
- b. The intended disciplinary action.
- c. The unit member's right to respond in writing as outlined in this Article.
- d. The unit member's right to implement the Grievance Procedure at Level II within five (5) days of the notice.
- e. A signature line for the unit member that only acknowledges receipt of the notice.

A copy of the signed notice shall be forwarded to the Federation.

The imposition of any discipline pursuant to this Article shall be stayed pending adjudication of the appeal.

Section E - ARBITRATION

Should the grievance proceed to Level IV, the arbitrator shall be limited in scope to only determining whether the nature or severity of the action or infraction justifies the acceleration of the process as outlined in Section B.

Section F - POST DISCIPLINE

If, after having been disciplined, a unit member serves the District for thirty-six (36) months without the need for further disciplinary action, the Federation and the unit member may request a follow-up notice to that effect which shall also be attached to any original notice that may have been placed in the unit member's personnel file.

Section G - APPLICATION

This Article is not intended to apply to suspensions pursuant to Education Code Sections 44939, 44940, or 44942.

ARTICLE XIV - COMPENSATION

Section A - MILEAGE

Unit members whose responsibilities require the use of their personal vehicle shall be compensated for necessary and actual mileage within the course and scope of employment in accordance with Board Policy 4133.

Section B - SALARY REGULATIONS

1. New employees on the base certificated schedule shall be granted credit on a year-for-year basis for out-of-district teaching experience in any accredited school up to a maximum of twelve (12) years. No credit will be allowed for any fractional part of a year amounting to less than 135 days of service. Teaching experience in the Peace Corps shall be counted year-for-year up to a maximum of two (2) years.
2. Effective July 1, 2003, credit granted for out-of District teaching experience at the time of hire shall count toward the attainment of anniversary steps. Each unit member hired prior to July 1, 2003 shall be placed on the appropriate salary step, but no retroactive payments shall be made for any period prior to the 2003-2004 fiscal year.
3. Two semesters shall constitute a year's experience only if they are in the same fiscal year, or if one of those semesters has been served in the District, and if the two semesters are within a two-year period. A semester is defined as not less than 70 teaching days. Summer school teaching shall not apply toward salary schedule credit.
4. One year of out-of-district credit may be granted if the service in any two years is broken by military service and the total teaching time during those two years amounts to 135 or more days.
5. Experience increments for prior years of satisfactory service are granted at the beginning of the fiscal year. One increment or step in the salary schedule shall be granted for each year of service until the maximum is reached. (A year of service in the District is defined as a minimum of 135 teaching days.)

6. No employee may advance more than one step on the salary schedule each year regardless of the number of years previously served in the District. Teaching as a day-to-day substitute or in intermittent classes shall not be counted toward placement on the salary schedule.

7. Column placement shall be made on the basis of verified transcripts showing degrees and units earned after the bachelor's degree. Semester units or their equivalent serve as the basis for granting credit.

8. Upper division or graduate unit requirements for columns must be completed after the bachelor's degree is granted. In bachelor's degree programs requiring more than four years, excess unit credit may be given for units earned before the bachelor's degree if the college verifies the number of units which were required beyond the normal four-year bachelor's degree. Units taken prior to the bachelor's degree may be counted for advancement on the salary schedule provided the college or university grants credit which is accepted by the State of California Commission for Teacher Preparation and Licensing for credentials requiring work beyond the bachelor's degree or toward an advanced degree at the institution.

9. Six units of lower division subjects may be accepted for Column II of the salary schedule. Work taken for Column III and above must be upper division or graduate courses only; provided, however, that the six units accepted for Column II may be accepted in the total for any column.

10. Unit members, while employed by the District, may take lower division units and will be granted change of column under the following conditions:

a. That the approval of the Superintendent or his designated representative is obtained verifying that the work will be of benefit to the District.

b. That of the 15 units required to move from any salary column, no more than six may be lower division taken subsequent to placement on that present salary column.

c. That the lower division units are taken subsequent to employment in the District.

11. Special classes which are authorized and do not have established unit credit will be credited at a rate of one unit for each twelve (12) hours of instruction.

12. Units for salary column change shall include bilingual-bicultural course work as follows:

a. Column I to Column II - 3 units

b. Column II to Column III - 3 units

c. Column III to Column IV - 3 units

d. Column IV to Column V - 3 units

e. Column V to Column VI - 3 units

f. The District will provide the opportunity for unit members to participate in programs (such as HILT) to assist them in meeting this requirement.

g. The Superintendent, or designee, may waive the bilingual unit requirement, or delay it where the unit member has already achieved bilingual-bicultural competencies or is pursuing a course of study which will be of immediate value to the District.

13. A K-12 unit member must hold at least a Preliminary Credential in order to change salary columns.

14. A person who qualifies for a credential with specialization in vocational trade and technical teaching under Section 80036 of the California Administrative Code, Title 5, who has five (5) years experience in a specific field would enter at column I, Step 1; and for each additional year beyond the initial five years, he would be given year-for-year credit up to maximum of Step 6, or a total of ten (10) years experience.

15. Work to be taken at a foreign university must be approved in advance by the Superintendent or designee. Credit for courses taken outside the United States may only be accepted if they have been given an equivalent value by an American university. Credit for university work taken on tour will be accepted only on submission of a valid transcript from an accredited institution.

16. In order to qualify for the placement in a higher column on the schedule, a unit member must comply with the following schedule:

Deadline for submission of “Request for Salary Column Change” Form	Effective Payroll Period and Deadline for submission of verification paperwork	Activation Payroll Period (column change must be implemented retroactive to Effective Payroll Period)
May 1	September 1	December 1
October 1	February 1	May 1

The Superintendent or designee shall verify that the units are of benefit to the District. Notwithstanding the Activation Payroll Period shown above, the District shall pay the increased salary within three (3) pay periods of the corresponding Effective Payroll Period after submission of the verified transcript or other acceptable documentation as set forth in paragraph 17 below.

The payment of the increased salary shall be retroactive to the corresponding Effective Payroll Period shown above.

17. When requesting salary schedule credit, work must be substantiated by a verified transcript. Due to a time factor, if a transcript is not available for summer school work taken during the summer of the column change request, grade cards or a written statement by the course professor are acceptable.

18. The maximum number of units for which a credentialed unit member can be given credit toward column advancement per school year, September – June, including units granted for Board-approved workshops or in-service, shall be 18 semester units or 27 quarter units. There will be no exceptions. There will be no limitation to the number of units taken during the summer session. To receive credit toward column changes, those units exceeding 12 semester units or 18 quarter units per school year, must be taken in pursuit of a credential or an advanced degree in the field(s) corresponding to the unit member's assignment in the District.

Should a unit member accumulate more than the 18 semester units or 27 quarter units in a school year, the additional units will be banked until sufficient units for a step increase are accumulated.

Section C - EXTRA-DUTY, EXTRA-PAY ASSIGNMENTS

1. Whenever situations arise which create new extra-duty assignments, the District and the Federation will negotiate the placement of said position on the Supplemental Salary Schedule. Such positions will be opened to all unit members who meet the requirements of these positions. Opportunities for participation in these activities will be posted for all unit members consistent with the procedure for the posting of professional opportunities.
2. The rate of pay for home teachers, nurses, and other special assignments as agreed upon, shall be the hourly rate as provided in Appendix A.
3. A unit member working additional days beyond the normal work year with the approval of the site administrator will be paid at his/her daily rate for the additional days.
4. Counselors will be paid at a rate of 10 percent above their placement on the Certificated Teacher Salary Schedule.
5. No unit member shall be required to teach during his or her preparation period except in cases of emergency. Emergency is defined as a condition that could not have been foreseen and where time would not allow hiring a qualified substitute. If a unit member is required to teach a class, proctor an exam, or perform other services required by the Principal, in non-emergency situations, he/she shall be paid his/her per diem rate prorated for the amount of time required. If a regular classroom teacher is required to participate in an I.E.P during his/her preparation period, he/she shall be paid his/her per diem rate prorated for the amount of time required in increments of 30 minutes.
 - a. The District will use early retirees, including teachers and administrators, as substitutes when the District does not have other substitutes available.

b. Period sub pay at the secondary level shall range from \$27.00 to 1/6 per diem at the middle schools and 1/4 per diem at the high school. If an individual unit member's per diem pay divided by six (or four) falls between the \$27.00 and 1/6 (or 1/4) per diem range, he/she will be paid that amount per period.

c. Grades K-5: At the elementary level, when it is necessary to assign students to other teachers, students will be divided equitably, and the District shall pay each of these teachers the following: If a class is divided between two teachers, those teachers shall receive an additional 1/2 of their per diem rate; if a class is divided among three teachers, those teachers shall receive an additional 1/3 of their per diem rate; if a class is divided among four teachers, those teachers shall receive an additional 1/4 of their per diem rate.

d. When a regular substitute is not available to replace an absent unit member, substitutes will be selected from the staff with a priority being given to volunteers; onsite administrators and District administrators may be utilized to substitute as necessary.

e. Counselors who work beyond their scheduled contract work year of 194 days, with the approval of their site administrator, will be paid on a per diem basis for each additional day worked.

Section D. ELL ASSIGNMENTS WITH OPTION 1 AND/OR OPTION 3 STUDENTS

1. Stipends shall be given on the basis of current assignment only. Every effort will be made by administration to match qualified teachers with Option 1 and/or Option 3 students for the entire academic year.

2. Elementary unit members who possess a BCLAD, BCC, or BCES, and who teach Option 1 and/or Option 3 students, will be compensated according to the following criteria:

A class with one or more Option 1 students and/or one or more Option 3 students shall be staffed by a teacher who holds a BCLAD, BCC, or BCES. The teacher shall receive a 5 percent stipend.

3. Middle School unit members who possess a BCLAD, BCC, or BCES, and who teach Option 1 and/or Option 3 students, will be compensated according to the following criteria:

a. Middle school unit members who teach three (3) or more sections with one or more Option 3 students, and/or unit members who teach three (3) or more academic core sections with one or more Option 1 students, or a combination thereof, will be paid a 5 percent stipend. Academic core classes are defined as English/reading/language arts, history/social studies, math, and science.

b. Middle school unit members who teach fewer than three (3) academic core sections with Option 1 students or fewer than three (3) sections with Option 3 students will

be paid a stipend per section; e.g., 1 section = 1/5 day X 5 percent.

c. Middle school unit members who teach three (3) or more sections with one or more Option 1 students in non-core sections will be paid a stipend per section; e.g., 1 section = 1/5 day X 3 percent.

4. High school unit members who possess a BCLAD, BCC, or BCES, and who teach Option 1 and/or Option 3 students will be compensated according to the following criteria:

a. High school unit members who teach three (3) or more sections with one or more Option 3 students, and/or unit members who teach three (3) or more academic core sections with one or more Option 1 students, or a combination thereof, will be paid a 5 percent stipend. Academic core classes are defined as English/reading/language arts, history/social studies, math, and science.

b. High school unit members who teach fewer than three (3) academic core sections with Option 1 students or fewer than three (3) sections with Option 3 students will be paid a stipend per section; e.g., 1 section = 1/5 day X 5 percent.

c. High school unit members who teach three (3) or more sections with one or more Option 1 students in non-core sections will be paid a stipend per section; e.g., 1 section = 1/5 day X 3 percent.

5. All Resource Teachers employed by the District as of June 1, 2006, shall continue to receive a 5 percent stipend for as long as they are employed as Resource Teachers. Unit members hired by the District as Resource Teachers after June 1, 2006, who hold a BCLAD, BCC, or BCES and work directly with Option 1 or Option 3 students, or who work directly with teachers of Option 1 or Option 3 students, will be paid a 3 percent stipend.

Section E - DISTRICT-DESIGNATED TRAINING FOR TEACHERS OF ENGLISH LANGUAGE LEARNERS

1. CLAD/CTEL

a. The District shall reimburse unit members upon completion of courses leading to CLAD/CTEL or AB2913 certification and shall pay the cost of subsequent CTEL exams taken for CLAD certification.

b. In order to qualify for the reimbursement, unit members must enroll and pay for such classes. Upon verification of class attendance and proof of payment, the District shall reimburse unit members for the amount paid for the class(es) within three (3) months of verification.

c. In order to qualify for reimbursement for the cost of taking a CTEL exam, unit

members must provide proof of payment and evidence that the exam was taken. The District's obligation to reimburse shall be limited to no more than two (2) opportunities to pass each exam. Reimbursement will occur within three (3) months of verification.

2. Bilingual Teacher Training Program (BTTP)

a. Unit members who enroll and participate in a bilingual training program in order to acquire the necessary skills in carrying out their assignment and work toward a BCLAD in Spanish will be compensated according to the following criteria: Verification of BCLAD certification will result in a one-time bonus of \$1,000. The bonus will be paid within three (3) months of verification.

b. Unit members who volunteer and are selected by the District to participate in a bilingual training program in order to acquire a BCLAD, shall be compensated according to the following criteria:

i. BCLAD Module 4 – Methodology for Primary-Language Instruction (15 hours) - \$200.00 upon passage of exam. Reimbursement will occur within three (3) months of verification.

ii. BCLAD Module 5 – Culture of Emphasis (30 hours) - \$400.00 upon passage of exam. Reimbursement will occur within three (3) months of verification.

iii. BCLAD Module 6 – Language of Emphasis – Spanish (45 hours) - \$600.00 upon passage of exam. Reimbursement will occur within three (3) months of verification.

c. Unit members enrolled in a bilingual training program as of March 17, 2008 shall be entitled to receive the payments set forth in paragraph b, above as applicable.

Section F - COMPENSATION FOR SPECIAL ASSIGNMENTS

1. A unit member who is hired as a District Resource Teacher and provides services to teachers and students for the improvement of the instructional program will be compensated at 10 percent of placement on the Certificated Teacher Salary Schedule.

2. A unit member who is hired as a Site Resource Teacher and provides service to teachers and students for the improvement of the instructional program will be compensated at 5 percent of placement on the Certificated Teacher Salary Schedule.

3. Unit members elected by teachers at the site to serve on District committees shall be paid at the current hourly rate for time actually spent on committee business outside of the regular school day.

4. Extra-Curricular Duties

Unit members who have extra-curricular duties approved by their site administrator shall be compensated at the current hourly rate. The hourly rate and stipends listed on Appendix D shall be increased in accordance with salary increases.

5. Timing of payment of stipends shall depend on the timing of stipend duties.

a. Each of those Schedule D employees whose stipend duties are contained within one trimester shall submit the “extra-duty, extra pay” stipend form upon the completion of assignment to the appropriate administrator for submission to the payroll department.

b. Each of those Schedule D employees whose stipend duties extend beyond one trimester shall submit an “extra duty, extra pay” stipend form by the end of January and again at the end of the 3rd trimester to the appropriate administrator to be submitted to the payroll department.

c. When the “extra duty, extra pay” stipend form is submitted to the payroll department, with the appropriate administrator’s signature, by the twelfth (12th) of the month, the stipend will appear in the next monthly paycheck.

Section G - SPECIAL EDUCATION STIPENDS

1. Upon completion of 35% of the required units, each unit member teaching in a District-designated Special Education program while completing credential coursework shall receive an annual stipend of 2% of base salary. Upon completion of 70% of the required units, the annual stipend shall be 4% of base salary.

2. Each fully-credentialed unit member teaching in a District-designated Special Education program shall receive an annual stipend of 5% of base salary.

Section H - HEALTH AND WELFARE BENEFITS

1. The District shall contribute for each eligible unit member up to an amount equivalent to family coverage for the HMO with the higher premium between Kaiser and Health Net and single coverage for Delta Dental, Vision insurance and Life insurance. Such contribution shall be made in ten (10) equal monthly increments. Any insurance cost in excess of the amount per year contributed by the District, shall be paid by the unit member. Unit members may participate in full family Delta coverage on a voluntary basis at no additional cost to the District.

2. The District shall provide a \$50,000 group life insurance policy for each unit member.

3. Regular Program unit members (K-12) whose assignments are less than 50% and Adult School unit members whose assignments are less than 18 hours per week, shall not receive the district contribution.

4. Unit members who are eligible for medical insurance and who provide evidence of

medical insurance coverage through a spouse or domestic partner shall be entitled to receive \$3,000 annually (payable in no fewer than two equal installments) in lieu of medical benefits. Cash-in-lieu recipients who lose their outside medical coverage shall be entitled to immediately enroll in a District plan (subject to any restrictions imposed by the carriers.) and shall forgo any further in lieu of entitlement for that school year. The savings to the District shall be used to offset health care costs and/or salary increases.

5. The District and the Federation will establish an advisory insurance committee which will make recommendations on all insurance programs to the negotiating teams (CSEA and ERASA may also be represented on this committee).

Section I - IRC 125

1. This plan refers to an IRS Code which allows for employees of the district to have their medical, dental, vision and other types of insurance premiums to be paid with before-tax dollars. The result is a possible reduction in the amount of taxes a unit member pays without changing his/her health benefit coverage.

2. Available benefits are:

a. Deducting the premiums for medical, cancer, dental and vision insurance before taxes.

b. Setting up a pre-tax spending amount which pays for out of pocket medical, dental, vision expenses, and child/elderly day care expenses.

3. Funds remaining in the IRC 125 account will become the property of the District at the end of the program year as required by law. There will be no cost to the District.

Section J – Salary/Good Faith Efforts

The District and ERFT recognize that unit members' salaries are currently ranked below the median salary level of unified school districts in Los Angeles County. As a result, the District agrees that it will make good faith efforts to increase salaries towards the goal of reaching the median level of such districts.

ARTICLE XV – EARLY RETIREMENT

Section A - BENEFIT PLAN

1. The Early Retirement Benefit Plan shall be provided for certificated employees that meet the following criteria:

a. Eligibility for early retirement under STRS guidelines pursuant to Education Code Section 23901 et. seq.

b. Must have attained age 55 or more.

c. Must have a minimum of ten (10) or more years of continuous service in the District.

2. Certificated employees applying for the Early Retirement Benefit Plan must retire and will not be able to continue making contributions to STRS.

3. All applicants for the Early Retirement Benefit Plan will be approved by the Board of Education, and no more than 10 percent of the certificated staff will be approved in any one year. If more than 10 percent of those eligible apply, selection to the plan will be based upon seniority in the District. All requests for early retirement must be submitted to the Superintendent no later than April 15 in order to be considered for the following year.

4. The District shall pay for the District's health benefits for employees opting for early retirement. The District contribution to retiree benefits will be equal to that of active employees and shall continue to age 65 or death of the retiree, whichever comes first. The coverage shall be the same as provided for regular certificated employees during each year of participation in the program.

5. Retired employees under this plan must provide written notice of their desire to remain under this plan to the Superintendent on a semiannual basis (prior to July 31 and December 31), otherwise their coverage will be discontinued.

Section B - EARLY RETIREMENT PROGRAM

1. General Provisions

a. All currently employed certificated personnel of the District are eligible for the Early Retirement program at age 55 or over if they have completed a minimum of ten (10) years of service in the District.

b. Certificated employees considering applying for the program must retire and will not be able to continue making contributions to STRS.

c. All applicants for the Early Retirement Program shall be approved by the Board and no more than 2 percent of the certificated staff will be approved in any one year.

d. All requests for the Early Retirement Program must be submitted prior to April 15 to be considered for the following year.

2. Contract

A contract with an employee shall be for a maximum of four (4) years or to age 65, whichever comes first. The District is not obligated to enter into a contract with every employee who requests a contract.

- a. The retiree under this contract will provide specialized services to the District. The District shall determine whether such services are needed from each retiree who requests a contract.
- b. The contract will be for a period of twenty (20) days of service per calendar year at activities mutually agreed upon by the retiree and the District. Such services, by definition, shall be in the best interest of the District.
- c. The annual compensation shall be \$4000.
- d. The annual compensation will be distributed equally among the number of days of compensated service. The independent contractor will submit an invoice to the District attesting to the numbers of day worked. Upon receipt of the invoice, the District will prepare a warrant based upon the per diem rate. Payment shall be made by the District following receipt of the invoice.
- e. The contract is renewable each year and may be cancelled by either party at the end of a school year. The contract is subject to annual review and may be amended or modified by mutual agreement of both parties.
- f. Employees opting for this program will continue to be covered by medical benefits provided by the District equal to that of active employees.

3. Services To Be Rendered

Services provided by the retiree under contract will be at the option of the District, and may include but not be limited to the following:

- a. Demonstration teaching
- b. Working on staff development and inservice programs
- c. Assisting in the testing program
- d. Supervising student activities
- e. Orienting and providing aid to new teachers
- f. Updating curriculum guides and other learning materials
- g. Preparing individualized learning packages
- h. Reviewing and developing school and department goals and objectives
- i. Serving as a substitute teacher.

4. Impact on Retirement Allowance

Any certificated employee interested in the Early Retirement Program shall be advised by the Assistant Superintendent, Human Resources, that in certain cases, early retirement or resignation may have a serious impact on the retirement allowance that is to be paid by STRS. Said employees shall be advised to seek the advice of a representative of the STRS prior to submitting an application for Early Retirement.

Section C - BENEFIT OPTION

1. The Early Retirement Benefit Option shall be provided for certificated employees that meet the following criteria:
 - a. Must have attained age 50 or more.
 - b. Must have a minimum of 25 years of active service in the District.
2. All applicants for the Early Retirement Benefit Option will be approved by the Board of Education, and no more than 5 percent of the certificated staff will be approved in any one year. If more than 5 percent of those eligible apply, selection to the plan will be based upon seniority in the District. All requests for the Early Retirement Benefit Option must be submitted to the Superintendent no later than April 15 in order to be considered for the following year.
3. The District shall pay for the District health benefits for employees opting for the Early Retirement Benefit Option. Such coverage shall be for the employee only and shall continue to age 65 or death of retiree, whichever comes first. The coverage shall be the same as provided for regular certificated employees during each year of participation in the program. The plan shall be operative only for employees retiring during and after the 1994-1995 school year.
4. Retired employees under this plan must provide written notice of their desire to remain under this plan to the Superintendent on a semiannual basis (prior to July 31 and December 31), otherwise their coverage will be discontinued.

ARTICLE XVI – REDUCED WORK SCHEDULE

A unit member employed under the Reduced Workload Program, Education Code Section 22713, shall be entitled to receive the same Health and Welfare Benefits as the District provides to full-time unit members.

ARTICLE XVII – NON-DISCRIMINATION AND PRIVACY RIGHTS

Section A – NON-DISCRIMINATION

Pursuant to applicable State and Federal law, the District and the Federation shall not discriminate against unit members because of their race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age, sex, gender, sexual orientation, political affiliation, union activities, union affiliation, or for any other reason prohibited by State or Federal law.

Section B – PRIVACY

1. The parties agree to have due regard for employees' privacy rights under the California Constitution, or State or Federal law.
2. Notwithstanding the above, the District may lawfully engage in those actions allowed by the provisions of Government Code section 12940.

ARTICLE XVIII – MISCELLANEOUS

Section A – BIENNIAL SITE BUDGET MEETINGS

Each school shall hold voluntary staff meetings each March and October to allow for review of and input into site budgets.

Section B – DISCIPLINE COMMITTEE

The District and the Federation will form a Discipline Committee which will make recommendations to the negotiating teams. Members of this committee will consist of three (3) management appointees and three (3) Federation appointees.

ARTICLE XIX – TERM OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2014 to June 30, 2017. The parties shall reopen negotiations for 2014 – 2015 and 2015 – 2016 on Article XIV, Compensation and two (2) additional articles at the discretion of each party.

For the 2014-2015 re-openers, the Federation shall submit its initial proposals no later than the first Board Meeting in October 2014. The District shall submit its counterproposals no later than the first Board Meeting in November, 2014. The parties shall begin negotiations no later than November, 2014, on these re-openers.

For the 2015-2016 re-openers, the Federation shall submit its initial proposals no later than the first Board meeting in September 2015. The District shall submit its counterproposals no

later than the first Board meeting in October 2015. The parties shall begin negotiations no later than October 2015, on these re-openers.

The Federation shall submit its initial proposals for its successor agreement no later than the first Board Meeting in September, 2016.

The District shall submit its counterproposals no later than the first Board meeting in October, 2016.

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