

# Negotiated Agreement

*Between*  
Mountain View-Los Altos District Teachers'  
Association  
*And*  
Board of Trustees of the Mountain  
View-  
Los Altos Union High School District

2023-26

JULY 1, 2023 THROUGH JUNE 30, 2026

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# ARTICLE 1

## AGREEMENT

This Agreement made and entered into this agreement April, 2023, between the Mountain View- Los Altos Union High School District (hereinafter referred to as "District" or "Board") and the Mountain View-Los Altos Union High School District Teachers Association/California Teachers Association/National Education Association (hereinafter referred to as the "Association", "Exclusive Representative", or "Bargaining Unit").

This Agreement shall become effective July 1, 2023 and continue until June 30, 2026. On July 1, 2026 all articles of the contract will be reopened.

## SIGNATURES

| District Teachers Association  | Mountain View-Los Altos Union High School District   |
|--|--|
| <hr/> David Campbell, President<br>Mountain View-Los Altos Union High School District Teachers Association | <hr/> Sanjay Dave, President Board of Trustees<br>Mountain View-Los Altos Union High School District |
| Other Members of District Teachers Association Negotiating Team:<br>Todd Wangsness _____                   | <hr/> Leyla Benson, Chairperson<br>Board of Trustees Negotiating Team                                |
| Kristin Cárdenas _____   | Other Members of Board of Trustee Team:  |
| Felitia Hancock _____  | Mike Mathisen _____  |
| Nicole Kopels _____  | Kip Glazer _____   |
| Sarah Alvarado _____   |  |

## ARTICLE 2

### RECOGNITION

#### 2.1 Definitions

The term "unit member" shall refer to employees included in the unit for bargaining as set forth in the paragraph below. The term "Board" when used herein shall refer to the Board of Trustees, Superintendent, and all designated management personnel.

#### 2.2 Eligible Unit Member

The appropriate Bargaining Unit covered by this Agreement shall include the following teacher personnel who hold valid full or partial school year teaching contracts with the district:

*2.2.1 All permanent, probationary and temporary teachers who are part-time and full-time and who teach any subject, grades 9-12.*

*2.2.2 All teachers of legally mandated and/or locally approved special education classes, opportunity classes and programs, and Alta Vista High School, grades 9-12.*

*2.2.3 Counselors, athletic directors, and librarians, grades 9-12.*

*2.2.4 Department coordinators, grades 9-12.*

*2.2.5 Psychologists, speech therapists, and hearing impaired specialists, grades 9-12.*

*2.2.6 Special program coordinators, including GATE, Work Experience Education, and any other full-time contracted teacher on special assignment employed seventy-five percent (75%) of a full contract year and full school day, grades 9-12.*

*2.2.7 Any unit member in categories 1 through 6 who is on paid leave authorized by this Agreement.*

#### 2.3 Disclaimer

The district is not required to offer or fill programs or positions identified in this article.

#### 2.4 Exclusions

This unit excludes all management personnel, interns, student teachers, adult education teachers and summer school teachers employed exclusively for that purpose, substitutes, extra pay for extra duty personnel employed exclusively for that purpose, as well as any other certificated personnel employed by the Board.

## ARTICLE 3

### TEACHER WORK YEAR

#### 3.1 Workdays

The number of workdays for unit members shall be as follows:

| Unit Member   |          |
|---|----------|
| Regular returning classroom teachers, 9-12  | 186 days |
| New teachers to the District, 9-12  | 188 days |
| Department coordinators   | 186 days |
| Teachers of Special Education Classes, Opportunity Program and Classes, Alta Vista High School, grades 9-12   | 186 days |
| Librarians, Athletic Directors, Psychologists   | 186 days |
| Special program coordinators, WEEP, Learning Community, and any other contracted full-time teachers on special assignment employed seventy-five percent (75%) of a full year, grades 9-12   | 186 days |
| Counselors (The counselors' work year includes a maximum of 8 additional days at each counselor's per diem rate. The 8 (or fewer) days are scheduled immediately before the start of the school year unless there is a school need for a departure from this schedule in which case a counselor can voluntarily choose to adjust his/her schedule accordingly.<br>Note: This extension in counselor work year applies only to the counselors at Los Altos, Mountain View, and Alta Vista High Schools). | 194 days |

The number of work days listed above was reduced by one day for the school year beginning July 1, 2017 with no corresponding decrease in salary.

#### 3.2 School Calendar - (See Appendix A)

The parties agree to commence negotiation of the school calendar not later than February 1 and conclude negotiations prior to March 25 a full year in advance of the implementation of the school calendar. In the event no agreement is reached by this date, either party may invoke the impasse procedures provided by the Public Employment Relations Board while all other terms and conditions of the contract remain in full force and effect.

## **Article 4**

### **COMPENSATION**

#### **4.1 Employment**

At the time of employment, each unit member shall submit to the personnel department official transcripts of college units and verification of all previous experience and a copy of all current credentials. The unit member is also responsible for filing all current credentials in the Office of the County Superintendent of Schools.

##### ***4.1.1 Credit for Previous Experience***

###### ***4.1.1.1 Regular Teaching***

Effective 1993-94, previous verified experience as a credentialed teacher serving under contract (temporary, probationary or permanent) in a public or private high school setting shall be credited on a year-for-year basis up to a maximum of 12 years, or the maximum step of the appropriate column, whichever is less, at the time of initial placement. (Initial placement shall be based upon a regular teaching assignment.) The "year" for purposes of this section is defined as seventy-five percent (75%), or the equivalent cumulative percentage, of the school calendar year for the District.

#### **4.2 Salary Adjustments**

##### ***4.2.1 Days of Service***

Except as provided in the articles of this Agreement, salary for less than a full year of service shall be paid to unit members on the basis of the ratio of days worked to the total number of working days required of that position for the school year by the Board.

##### ***4.2.2 Part-Time***

A unit member in a part-time status shall receive remuneration equal to the contractual percentage of such unit member's assignment(s). This provision relates to all sources of salary e.g. degrees, longevity.

##### ***4.2.3 Assignment in Excess of Five (5) Classes***

As noted in Article 12 of this agreement, a full time assignment for a regular classroom teacher consists of 5 classes. On occasion, the District may seek to increase a full time unit member to 1.20. Unit members will not be assigned to teach an extra period until possible alternatives are reviewed including, but not limited to, hiring additional staff for the school site, interns, part-time teachers, split assignment, etc. However, if the District intends to offer a 1.20 assignment, the Association president will be notified of the need for such an assignment prior to posting the opening. All assignments in excess of 1.00 shall be voluntary on the part of the unit member and temporary in nature.

###### ***4.2.3.1 Selection Process***

The need for a 1.20 assignment shall be publicized to bargaining unit members who may then apply for this additional .20 position. Priority consideration shall be given to those



unit members within the department and school affected by this assignment. If more than one appropriately credentialed unit member applies, those who have not previously held this position shall be considered first. Upon written request, a unit member shall receive from the District a written statement of the reason for not being selected for this assignment.

#### 4.2.3.2 Compensation

Unit members accepting the offer of 1.20 assignment shall receive remuneration equal to the contractual percentage of such unit member's assignment(s). This provision relates to all sources of salary e.g. degrees, longevity, but does not include any additional contribution for health insurance. In addition, if a department coordinator who would otherwise be entitled to a release period accepts an additional class, then that coordinator shall be deemed to have requested a stipend instead of a release period as outlined in Article 4.8.1 and shall receive compensation for 1.00 assignment.

#### 4.2.3.3 Other Provisions

Article 12 of this agreement shall govern class size for unit members accepting 1.20 assignments. This individual may not be assigned additional adjunct duty assignments.

### 4.2.4 Absences

Full salary shall be deducted for all periods of unauthorized absences. Salary adjustments for authorized absences shall follow the provisions of Article 8, Leaves.

## 4.3 Payroll Deductions

### 4.3.1 Compulsory Deductions

Compulsory deductions include federal income tax, state income tax, Medicare and the State Teachers' Retirement System. Unit members desiring to receive their salary in twelve (12) equal monthly payments must elect, in writing, prior to September 10 of the school year involved, to have sixteen and two-thirds percent (16-2/3%) withheld from the ten (10) equal payments made up to and through the last day of June. Two (2) equal payments shall then be made to the teacher on the last day of July and August.

#### 4.3.1.1 Retirement Credit for Work in Addition to Full-Time Equivalent

4.3.1.1.1 Subject to Education Code Section 22119.2 becoming operative, the District will make the following activities creditable for STRS Defined Supplemental Benefit and deduct the appropriate amounts from payroll.

- All regular Teaching beyond 1.00 FTE
- Stipends listed in Extra Pay For Extra Duty Schedule
- Summer school
- Academy Teaching
- Department Coordinator Stipends
- Hourly Rate Teaching
- Substituting during the school day
- Curriculum Writing
- Induction Coach
- PAR Consulting Teacher

4.3.1.2 In addition, the Superintendent or designee and the Association President may agree during the term of this Agreement to add to the list provided the work qualifies under Education Code Section 22119.2.

#### **4.3.2 Other Deductions**

Upon appropriate written authorization from the unit member, the Board shall deduct from the salary of any unit member and make appropriate remittance for annuities, credit unions, savings bonds, charitable donations, insurance, or any other plans or programs jointly approved by the Association and the Board.

#### **4.3.3 Association Deduction**

In addition, any unit member of the Association or applicant may sign and deliver to the district an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. Such authorization shall continue in effect from year-to-year unless the unit member chooses to revoke the deduction by so stating in writing during the thirty (30) day calendar period immediately preceding the expiration of this Agreement. If the dues, initiation fees, and general assessments change from one year to another, the Association must notify the payroll office prior to September 15. Pursuant to such authorization, the district shall deduct one-tenth (1/10th) of such annual committed dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

#### **4.3.4 Agency Fee**

The District shall notify the DTA President, or designee, via email no fewer than 10 days in advance of when such orientation/onboarding meetings are scheduled with the new employees, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The District will provide DTA and CTA with everything under AB119 three times a year.

**New Employee Orientations:** In the event the District conducts orientations with new employees after the beginning of the school year, the Association shall have up to forty-five (45) minutes of exclusive presentation time during the orientation session. Administration shall not be present during Association time unless requested by DTA.

The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA Staff to the Association portion of new bargaining unit member orientations/onboarding meetings, and will have access to existing District audio/visual equipment for Association presentations.

#### **New Bargaining Unit Member Orientation for Employees Starting Prior to the Beginning of the School Year**

4.3.4.1 The Association and the District (the Parties) shall jointly plan the annual District New Staff Orientation day. The agenda for the New Staff Orientation day shall be structured to ensure the Association is provided access to newly hired DTA bargaining unit members.

- 4.3.4.2 The DTA President, or identified designee, shall be notified via email when the New Staff Orientation Day is scheduled. The DTA President, or designee(s) shall be provided access to meaningfully communicate, in person, with new hires to the bargaining unit during the District's annual New Staff Orientation. This access shall comply with 4.3.4 above, and will provide the DTA President and/or designees the opportunity to discuss the rights and obligations created by the contract and the role of the representative, and to answer new hire questions, per Gov't Code 3555. (\*\*District administration shall not be present during the Association's time, unless the Association requests specific administrator(s) remain present.)
- 4.3.4.3 The District shall provide written notice of the date, time and location of the District's annual New Staff Orientation day by email to the Association President and Vice President no later than ten (10) calendar days in advance of the District's annual New Staff Orientation Day. If, however, the District can demonstrate that an urgent need critical to the employer's operation that was not reasonably foreseeable impacted the District's ability to provide timely notice per
- 4.3.4.4 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA Staff to the Association portion of New Staff Orientation Day held prior to the start of the school year and may request access to District audio/visual equipment for Association presentations.
- 4.3.4.5 **Dues Deduction**  
The right of payroll deduction for payment of membership dues, initiation fees and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited.
- 4.3.4.6 Pursuant to valid dues deduction authorization as communicated by the Association to the District, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for eleven (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payment by the end of the school year.
- 4.3.4.7 With respect to all sums deducted by the District pursuant to sections 4.3.4.5 and 4.3.4.6 above, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, work locations, employee number and amount deducted, for whom such deductions have been made.
- 4.3.4.8 **Hold Harmless**  
The Association shall indemnify, defend, and hold harmless the District, against any court action and/or administrative action before Public Employment Relations Board challenging the legality of constitutionality of this Article, per Education Code 45060 (e), (f).
- 4.3.4.9 The Parties shall negotiate in order to determine whether any such action or proceeding referred to in 2.5.1 shall or shall not be compromised, resisted, defended, tried or appealed in the event the defense and indemnity in 4.3.4.8 above is accepted.

#### **4.3.5 Exemptions**

A unit member shall not be required to join or financially support the Association as a condition of employment.

#### **4.3.6 Rebate**

Unit members who pay the service fee described in Section 4.3.4 above shall receive a rebate from the Association of that portion of the fee which represents political or ideological spending not related to collective bargaining or employment matters.

#### **4.3.7 Hold Harmless**

The Mountain View-Los Altos Union High School District Teachers Association and the Mountain View-Los Altos Union High School District, do hereby set forth the understanding, acknowledgement, and agreement, that the provisions contained within Article 4, Compensation, Section 4.3, Payroll Deductions, subsections 4.3.1 - 4.3.6, of the Collective Bargaining Agreement between the parties is to be interpreted to include, and in fact does include, the following hold harmless statement.

DTA and District hereby agree as follows:

- 4.3.7.1 CTA agrees to pay to the District all legal fees and legal costs incurred by the District in the dismissal of any certificated employee pursuant to the agency fee provisions of this Agreement.
- 4.3.7.2 DTA agrees to pay to the district all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation.
- 4.3.7.3 DTA shall have the exclusive right to decide and determine in good faith whether any such action or proceeding referred to in the above paragraphs shall or shall not be compromised, resisted, defended, tried or appealed. Nothing herein shall be construed to prohibit the district from pursuing its own interest at its own expense.

### **4.4 Salaries and Other Compensation**

#### **4.4.1 Compensation**

| <b>YEARS</b> | <b>On Schedule</b> | <b>Off Schedule</b> | <b>Look Back</b> | <b>Benefits<br/>(med + PERS)</b> |
|--------------|--------------------|---------------------|------------------|----------------------------------|
| 2019-20      | —                  | 2.00%               | 1.5%             | 2.429%                           |
| 2020-21      | 4.25%              | 2.00%               | —                | 1.229%                           |
| 2021-22      | 5%                 | —                   | —                | 2.21%                            |
| 2022-23      | 5%                 | —                   | —                | TBD                              |
| 2023-24      | 5%                 | —                   | 2%               | TBD                              |

#### 4.4.1.1 Key to Regular Salary Schedule Column Headings

##### 4.4.1.1.1 *Column I – Bachelor's Degree*

Members providing service based on authorizations such as, Preliminary, Clear, or Life Credentials and having earned fewer than thirty (30) semester units after the Bachelor's Degree.

##### 4.4.1.1.2 *Column II – Bachelor's Plus 30 Units*

Members providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned between thirty (30) and fewer than forty-five (45) semester units after the Bachelor's Degree.

##### 4.4.1.1.3 *Column III – Bachelor's Plus 45 Units*

Members providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned between forty-five (45) and fewer than sixty (60) semester units after the Bachelor's Degree.

##### 4.4.1.1.4 *Column IV – Bachelor's Plus 60 Units*

Members providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned between sixty (60) and seventy-five (75) semester units after the Bachelor's Degree.

##### 4.4.1.1.5 *Column V Bachelor's Plus 75 Units*

Members providing service based on authorizations such as Preliminary, Clear or Life Credentials and having earned seventy-five (75) semester units or more after the Bachelor's Degree.

#### 4.4.1.2 Salary Contingency Language

In the event the district does not qualify as a basic aid district, or that requirements change which would reduce the district's projected total revenue from revenue limit sources, or that changes or errors occur in the manner in which property taxes are collected or distributed to the district, the contract articles dealing with salary and benefits shall be reopened for negotiations. If this occurs, any scheduled wage improvement over the prior year shall be suspended pending the outcome of such negotiations.

If the district receives any new sources of unrestricted income, the district agrees to disclose and converse with the Association about this increase. The Association and/or the district may then decide to reopen the contract with regards to salary and benefits.

#### **4.4.2 Advanced Degrees**

In addition to the basic salary entitlement, individuals who have earned advanced degrees from a regionally accredited institution or received and maintains certification from the National Board for Professional Teaching Standards and reported this to the personnel department and who have filed a transcript or certification with the district prior to October 15 of the year in which the unit member desires credit shall receive an annual increment above the basic salary as follows:

Master's Degree - \$3,178 per annum  
National Board for Professional Teaching Standards  
Certification –\$3,178 per annum  
Doctorate Degree - \$5,085 per annum

No more than one (1) increment is authorized for an advanced degree, and it will be the increment for the higher degree. Those individuals earning National Board Certification will receive that stipend in addition to the stipend for an advanced degree. These salary increments will be on a pro rata basis for part time assignments. These increments shall be adjusted each year with the same percentage increase as the salary schedule adjustment.

#### **4.4.3 Horizontal Movement**

Movement between columns (except Columns I and II which requires thirty (30) units) requires fifteen (15) college or university semester units from a regionally accredited institution. These may be acquired as follows:

- 4.4.3.1 Graduate Units in the unit member's current teaching or extra pay for extra duty assignment, or his/her assignment for the following year, potential teaching or extra pay for extra duty assignment (as approved by the district), or for an additional further credential, or for an advanced degree. Prior notification of the personnel department is required.
- 4.4.3.2 Undergraduate Units or upper division units in the unit member's current teaching or extra pay for extra duty assignment, or his/her assignment for the following year, or potential teaching or extra pay for extra duty assignment (as approved by the district), or major field. Prior approval of units is required.
- 4.4.3.3 College or university units, or inservice programs or workshops, designated as meeting district needs and sponsored or approved by the district. Prior approval is required. A unit member shall attempt to notify, in writing, the personnel department of his/her intention to qualify for horizontal movement on the salary schedule prior to April 1 and shall notify the personnel department no later than June 15 of the school year preceding the year for which advancement is desired.

***The official transcript or equivalent from the college(s) or university(s) showing credits earned must reach the personnel department by October 15 of the school year for which horizontal advancement has been requested.***

- 4.4.3.5 A unit member who qualifies for horizontal advancement on the salary schedule shall be advanced one (1) column and shall then be advanced one (1) or more vertical steps, as appropriate, if he/she has not already reached the maximum step in the new vertical movement requirement as specified below.

#### **4.4.4 Vertical Movement**

After assignment to a column and step, a unit member may progress to the next higher step the following year.

Vertical movement on the salary schedule shall be based on years of experience. One vertical increment shall be granted for each year of service until the member of the Unit reaches the maximum of the column.

Members of the Unit (including those on a part-time assignment) who are employed for seventy-five percent (75%) of the teaching days shall have that year count as a year of experience for

salary purposes.

#### **4.4.5 Professional Development Advisory Committee**

In case of a dispute between the district and a unit member over the approval of professional development units, said dispute will be submitted to the District's Joint Panel (as established in Appendix H) for a recommendation.

#### **4.4.6 Professional Growth Incentive Units**

A unit member in Column V may earn an incentive bonus. The rate of pay for this bonus shall be paid at the hourly teacher workshop rate for a maximum of 45 hours (the equivalent of three (3) incentive units). Commencing with the 2007-08 school year, the hourly teacher pay shall be adjusted each year with the same percentage increase as the salary schedule adjustment. The individual may qualify for the bonus(es) by acquiring new professional growth units approved by the district. The award for earned credits(s) under the incentive schedule will be provided at the end of July or January. Each unit earned is for one year.

Approval from the District must be secured before a unit member embarks upon said program by utilizing the form provided by the personnel department. The district has the right to establish a limit on the number of persons participating in this program each year based upon a budgetary limit.

##### Incentive Units

The purpose of incentive units is to provide the unit member with an incentive to carry out a program designed to meet a district need. Examples would be: course work to acquire teaching certification in a field needed by the district; a program to acquire certification or expertise for bilingual/ESL instruction. The administration will identify specific needs of the district and a list of these needs will be posted by the district by September 1 and January 15 of each year. These needs may be fulfilled through course work or district-approved inservice programs that may be taken for incentive credit.

##### Schedule for Incentive Units

| <u>Activity</u>   | <u>Units</u>  |
|---|---|
| College &<br>University<br>Course Work                    | 1 per semester unit earned<br>$\frac{2}{3}$ per quarter unit earned |
| District Sponsored<br>or<br>Approved Inservice<br>Program | 15 Lecture/Participation<br>Hours = 1 unit                          |

**NOTE:** These units qualify if earned at a time other than the regular work day.

#### **4.4.7 Mileage**

Travel by private auto, when authorized, upon district business shall be reimbursed at a rate not to exceed the rate allowed by the Internal Revenue Service for the year in which the travel occurs. A unit member who is assigned duties in two (2) schools during the same workday is specifically authorized mileage for travel within the district pursuant to those duties.

#### **4.5 Pay Periods**

It is the intention of the Board that payment for unit members shall be made at the close of the last working day of the calendar month. The last working day of the month is defined as the last day of the month that the district office is open for business or the day the County Business Office releases pay warrants.

#### **4.6 Other Salary Provisions**

Each employee shall ensure that each credential which he/she currently holds and has on file with the County Office and the Personnel Office shall be maintained in a current state with the County and that any new credential(s) received shall be expeditiously registered with the County and the District Personnel Office. It is the responsibility of the certificated employee to maintain the proper credentials and necessary health provisions according to the Education Code.

##### **4.6.1 Interns**

Time spent on a semester-by-semester basis as a District intern shall count as prior teaching experience. However, time spent as an intern shall not count towards seniority status in the District.

#### **4.7 Extra Pay for Extra Duty**

**4.7.1** Unit members who complete specific extra duty assignments listed in this agreement shall receive compensation based on the category of the assignment.

**4.7.2** An extra duty assignment is defined as a non-rotating assignment beyond the normal day or outside of school hours where students, or groups of students, are involved in the activities specified below. (A rotating assignment is any assigned duty in which unit members share, such as supervising dances, rooter buses, athletic events, etc.)

**4.7.3** Extra duty assignments may be changed or reassigned at the discretion of the Administration.

**4.7.4** Through league revisions, the Administration has the right to eliminate, add, or change positions within categories but only to the extent of such revisions.

**4.7.5** The Administration retains the right to assign the most qualified person available to extra duty. No unit member shall be required to accept such an assignment. If in the opinion of the district applicants are equally qualified, unit members within the district shall have priority in filling the position. However, nothing shall preclude the district from seeking additional applicants. Additionally, nothing in this section shall preclude the district from offering a unit member a position, which includes a related extra duty assignment provided such a requirement is permissible under the Education Code.

**4.7.6** All position assignments shall be approved in writing by the Superintendent or designee prior to the person assigned carrying out any duties associated with the assignment. Any position that does not have prior approval will not be compensated by the district.

**4.7.7** Persons assigned in the extra pay for extra duty categories that are on Appendix C shall be compensated at the rate indicated per activity. Payment shall be rendered only after completion of the activity, and verified by the principal in writing on the form provided. For an activity that is year-long (e.g. choir, journalism), payment of half of the stipend will be made at the conclusion of each semester. All positions listed in Appendix C are provided



for determination of pay only. The Administration is not obligated to make specific assignments.

**4.7.8** The total number of positions authorized is published annually and listed in appendix C.

**4.7.9** With open positions, an athletic/coaching position may be paid as determined by the principal (in consultation with DTA). The number of positions by school, by district, may not be exceeded in any school year.

**4.7.10** Extended Season. An increment will be paid to the coach(s) who are directly responsible for those athletes involved in either a league, regional, sectional, or state playoff. The increment will be \$100 per week for ten (10) or more participants on a team and \$50 per week for less than ten (10) participants. Designation of extended season coach(s) is subject to prior approval of the district.

**4.7.11** The Extra Pay for Extra Duty schedule will be adjusted each year with the same percentage increase as the salary adjustment.

## **4.8 Department Coordinators**

**4.8.1** Department coordinators will be selected at each school for major departments. Departments designated as major will be: Athletics, AVID, Counseling, ELD, English, Foreign Language, Math, Physical Education, Science, and Social Studies. The Personnel Department will post a Department Coordinator vacancy 10 days before the closing date.

The announcement will indicate requirements along with the application process and deadlines.

The principal shall appoint department coordinators as noted above and in section 4.8.2 only after consideration of input from department members. Such input will be provided by a departmental representative. Each department may select a representative to provide this input. In absence of the departmental selection of a representative, the DTA will select a representative to gather input from department members and provide it to the principal. Before providing input, department members shall review the job description for Department Coordinator.

The assignment of Department Coordinators generally will be for three (3) school years, however, an individual may be replaced as the Department Coordinator at the discretion of the principal. An individual unit member shall be limited to two consecutive three year Assignments.

- In the event that a department coordinator is not selected by the principal, a one year waiver of the term limit can be applied.
- Within the first 2.5 years of a coordinator's assignment, the term will reset and the new coordinator will begin serving their own (3) three year term. If less than ½ of a year term is remaining, that term will not count toward the (3) year total.

The Athletic Director shall receive four (4) periods daily of release time.

### **4.8.1.1 Departmental designations**

Art  
AVID  
Counseling

English  
English Language Development (ELD)  
World Language  
Math  
Physical Education (PE)  
Science  
Social Science  
Special Education  
Career Technical Education (CTE)  
Performing Arts (Music, Dance & Drama)  
Visual and Performing Arts

4.8.1.2 Departments are provided with one period of release time except for counseling coordinators who will receive a 0.1 FTE additional compensation for coordinator duties.

4.8.1.3 New departments may be created by the administration, with department coordinators appointed to serve on a school or district-wide basis.

## **Article 5**

### **RETIREMENT PROGRAMS**

Unit member participation is limited to one program. Once a program is commenced, transfer to another program is permissible only as specified below. This revised Article 5 of the negotiated agreement will be for unit members retiring effective July 1, 2019 or thereafter.

Provisions 5.1 and 5.2 below shall apply to Plans I-III unless specified otherwise.

#### **5.1 Qualification Criteria and Selection Procedures**

- 5.1.1** Current unit member with completion of a minimum of ten (10) consecutive years of service in the Mountain View-Los Altos Union High School District and ten (10) years of cumulative STRS credit in the Mountain View-Los Altos Union High School District.
- 5.1.2** The unit member must be at least fifty (50) years of age but not more than sixty four (64) years of age prior to the beginning of the fiscal year in which the program is commenced.
- 5.1.3** The unit member must fully complete the application to be provided by the district. In order to be considered for acceptance into the program, the applicant must state in detail the specific service to the district planned for the duration of the applicant's contract in Plans I and II below. Services that supplant district costs are encouraged.
- 5.1.4** Proper written notice of election of a plan, completed application and detailed plan for service if required by the elected plan must be provided the district personnel office by March 1 of each school year and a suitable replacement must be securable in order to be considered.
- 5.1.5** The superintendent or designee shall choose from those individuals meeting the minimum criteria and requirements as here above specified. The determination as to the particular persons to be offered an agreement or the number of such persons shall rest within the sole exclusive discretion of the superintendent or designee. Acceptance into the program shall further be contingent upon the prior acceptance by the superintendent of the applicant's plan for service. The superintendent's determination of acceptance into the program shall not be grievable.

## **5.2 Agreement Provisions**

An agreement for services or activities shall be executed by the unit member and the superintendent or designee, and that agreement shall at a minimum provide:

- 5.2.1** The unit member must have resigned employment from the district as of the end of the semester preceding the semester in which the services or activities are first to be performed, and that if the unit member is not so retired as of that date with no employment relationship then existing with the district, then the agreement for services shall be void and of no effect.
- 5.2.2** A contract shall be signed at the time of entering a plan indicating the annual salary stipend to be received by the participant. In accordance with STRS requirements, no service is permissible until 180 calendar days after the effective date of the participant's retirement from the District. A unit member who selects Plan II may at any time convert the remainder of his/her contract to Plan I. A unit member may not make any other changes in plans or options or reenter the program.
- 5.2.3** The district will provide a medical, dental, and vision plan for the participant and his/her dependent(s). The plan(s) selected by the participant shall be from the plans currently offered the active members of the bargaining unit each year and consistent with carrier requirements. Except for Plan II, District contribution to the plan shall be in the same pro rata share as being paid at the time of retirement. In the event that the retiree moves out of the service area of the currently offered plans, the District will provide dollars equivalent to that paid for coverage of active employees in the service area for the sole purpose of purchasing health care coverage. Employees who have completed their retirement program prior to the age of 65 will be given the opportunity to participate in the district's current health plan at their own expense until the end of the month in which they reach the age of 65. Retired employees will be eligible only for current health programs.
  - 5.2.3.1** In the event the district amends, modifies, or in any way changes any plans selected by the participant, the district will no longer be obligated to provide such previously selected specific plan and the participant shall have the option to select from the plans currently available and offered to active members of the bargaining unit. The district shall also contribute to the Social Security program (OASDI) as required by law. The participant's contribution to this program shall be deducted from the agreed upon stipend.
- 5.2.4** A unit member opting for Plan IA or IB shall be required to provide services at times established by the district in accordance with the needs of the district. Services associated with plan IB may include 1) teaching a one period assignment for one semester; 2) serving as a substitute teacher; 3) test monitor; 4) tutor; 5) translator; 6) adjunct duties; 7) special projects; 8) or meeting any other specified district determined needs. The participant shall perform activities and services based upon the participant's expertise and experience and the needs of the district. However, the best interest of the district shall prevail as it is defined by the district.
- 5.2.5** The maximum term for participation in Plan IA, IB, or II shall be five (5) years or until the end of the fiscal year in which the employee turns sixty-five (65), whichever comes first unless specified otherwise.
- 5.2.6** In the event the district amends, modifies, or in any way changes any plans selected by the participant, the district will no longer be obligated to provide such previously selected specific plan and the participant shall have the option to select from the plans currently available and offered to active members of the bargaining unit.

The district shall also contribute to the Social Security program (OASDI) as required by law. The participant's contribution to this program shall be deducted from the agreed upon stipend.

### **5.3 Retirement Options**

#### **5.3.1 Plan I CAREER ALTERNATIVE INCENTIVE PLAN (CAIP)**

##### *Plan IA*

Four (4) district selected days of specific services for stipend of \$2,000 per year.

##### *Plan IB*

Greater than four school days engaged in duties listed the above in 5.2.4 for a stipend up to the STRS designated earnings limit. The pay rate shall be calculated at \$85 per hour.

##### *Plan IC - Post CAIP*

This plan is available only to participants that are no longer eligible under the age requirement of subsection 5.2.5 above. At the sole discretion of the Superintendent and on a year-to-year basis, individual retirees may be allowed to continue in the program until the age of 75 at the hourly rate of \$85. Plan III participants are not eligible for the District medical benefits plan as defined in subsection 5.2.3.

#### **5.3.2 Plan II Reduced Work Load with Full Service Credit (Willie Brown Act)**

Permanent unit members fifty-five (55) years of age and over who have at least ten (10) years of full-time service in the district may become part-time unit members (fifty percent (50%) or more) with full-time retirement STRS contributions equally shared by the district and the unit members. Each of five (5) consecutive years immediately preceding entry into the program must be a 100% contract. An individual will receive salary increments as provided for in the contract according to their percentage of assignment. District contributions to other benefits will continue as if the person were full time. This Plan shall be administered as provided in the Education Code. Application for the Plan shall be prior to March 1 for those who wish to enroll fall semester and November 1 for spring semester enrollment.

Participation is for five (5) years or to the end of the fiscal year in which the participant turns age 65, whichever comes first. A unit member may terminate participation in Plan II at the close of any year and complete the remainder of the five (5) year period in Plan IA, IB, CAIP.

## **ARTICLE 6**

### **EMPLOYEE BENEFITS**

#### **6.1 Health and Welfare**

##### **6.1.1 Plans**

For the duration of this agreement, the district agrees to make available the same medical, dental, and vision programs that are current, unless specifically noted herein. Any changes in carrier or levels of benefits included, except as mandated by the carrier, shall be made only upon mutual agreement of the parties during the term of this agreement.

### **6.1.2 *Changes in Plans***

Any changes in plans provided under this section, including information as to when unit members may change coverage from one plan to another will be provided by written notice distributed to all work locations within three (3) weeks after the district receives notification from the carrier.

### **6.1.3 *Open Enrollment***

An open enrollment period, during which unit members may elect a benefit or change carriers, shall be provided each year. The open enrollment period and enrollment requirements shall be in keeping with carrier policies.

### **6.1.4 *Part-Time Benefits***

Part-time unit members shall be eligible to participate in the medical, dental, and vision programs per the terms of the contract with each carrier. The district contribution to the cost of the coverage elected shall be in the same proportion that the unit member's contract bears to the district contribution for a full-time contract (e.g., for a unit member with a sixty percent (60%) of a full-time contract, the district shall contribute sixty percent (60%) of the district's maximum contribution of the cost of programs in which he/she elects to participate).

### **6.1.5 *Spouse/Employed in District***

A unit member with a spouse also employed in the district may choose to be covered under the district's programs as either a prime subscriber or as a dependent, but shall not be covered as both. The district shall not be obligated to cover married couples as prime subscribers in the same plan if to do so would cause additional cost to the district. This provision will not affect unit members covered as prime and dependent subscribers in the same district medical plan as of July 1, 1989.

### **6.1.6 *Implementation of Health Savings Account Option***

The District will offer a high deductible Health Savings Account (HSA) option beginning December 1, 2017, for both Option 2 of Cigna Plan, and Option 7439 of the Kaiser Plan. The District will contribute annually to each unit member's HSA the equivalent of the maximum allowed by the IRS for the individual and family for the benefits year 2017-18. The District will make its contribution twice each year to a unit member's Health Savings Account, beginning in January of each calendar year.

Unit members may elect a benefit plan during each open enrollment period, as per "Open Enrollment" (subsection 6.1.3).

Unit members may elect to continue with the current non-HSA plan options, and shall not be required to participate in the high deductible HSA plan.

Beginning January 1, 2019, the District will increase the dental insurance coverage from a maximum of \$1,500 to a maximum of \$2,500.

### **6.1.7 *Cost Containment Committee***

The benefit cost containment committee, formed with participation of the district, the Association, and CSEA, will review and monitor the health care needs of the district's employees and the current trends in the healthcare industry.

The purpose of the committee is to provide a source for discussion of problems, needs, and attributes of the current health care benefit package as well as possible modifications or improvements to the package. Mutually acceptable cost containment suggestions may be submitted to the Board and the Association for appropriate action. The parties agree that **suggestions approved by the Board and the Association may be implemented mid-term** during this Agreement.

## **6.2 Other District Contributions**

The district assumes the responsibility for full payment of the employer's share to the State Teachers' Retirement System and any other mandated payroll taxes which may be levied. In addition, the district will pay the necessary costs to provide adequate Workers' Compensation.

## **6.3 Death Benefits**

In the event of the death of a unit member who is under contract to the district, his/her beneficiary named on the "Affidavit of Designation to Receive Warrants" shall be paid a death benefit of one (1) month's salary in addition to salary earned at the time of death. This benefit shall be paid within thirty (30) days of the unit member's death.

# ARTICLE 7

## HOURS OF EMPLOYMENT

### 7.1 Workday

Regardless of the unit member's teaching assignment, all Full-Time unit members will be at their duty stations at 8 a.m. each workday until the last scheduled bell of that day. The duty station is defined as a classroom or workstation as designated by the principal or designee. Included in the workday is a duty-free brunch, lunch, and preparation period except as modified in 7.2 below.

#### **7.1.1 *Half-Day Professional Development & Half-Day Teacher Work Time***

- There are several paired half days throughout the school year calendar. One half day is for Professional Development and one half-day for Teacher Work Time.
  - o Members will attend and participate in Professional Development.
  - o The professional development workday will end at the regularly scheduled time for that day (i.e., a Monday "A" schedule ends at 3:45, a Tuesday "B" schedule ends at 3:39 p.m., and a Wednesday "C" schedule ends at 3:02 p.m.).
  - § It is expected that unit members attend and participate in PD time. The District has allowed for teacher discretion on the Teacher Workday. Whenever possible, appointments and other non-emergency absences should be scheduled on other days.
  - o Teachers have discretion on the designated half-day Teacher Workday and may complete their work off-campus after the last period of the day.
  - § In accordance with section 7.5 below, if teachers choose to leave campus during Teacher Work Time they must check out with the principal or designee.

### 7.2 Adjunct Duty

Management may assign a unit member adjunct duty, which will be used for meetings, and supervision of extracurricular activities that extend beyond the workday. Unit members working less than .50 FTE may be required to complete up to two adjunct duty assignments per year. Unit members working from .50 to 1.00 FTE may be required to complete up to four (4) adjunct duty assignments per year. The determination of the need to assign teachers to any activity is at the sole discretion of the site administration. Non-voluntary assignment to such extracurricular activities on Saturdays or the day before an extended weekend shall be limited to one (1) per school year per unit member. No unit member shall be assigned non-voluntary adjunct duty on Sunday or legal/school holidays. The school administration will attempt to equalize assignments among unit members. The process for assigning adjunct duty is outlined in Appendix I of the agreement.

Unit members may be asked to serve as substitutes for absent unit members on a short-term emergency basis. If no unit member accepts such an assignment on a voluntary basis, then the administration can assign a unit member for one class period of substitution. No unit member will be required to serve as a substitute more than once in a school year. Unit members who serve as substitutes in this capacity shall be paid at the rate of \$60 per hour effective July 1, 2014 for each hour of service. This pay rate shall be increased by the same percentage as any negotiated salary schedule increase on or after July 1, 2014.

### 7.3 Traveling Unit Members

Traveling unit members (unit members assigned to more than one (1) school site) shall not be assigned adjunct duty time.

## **7.4 Parent/Guardian-Teacher Conferences**

### **7.4.1 General Philosophy**

Parent/guardian-teacher conferences are meant to foster greater partnership between students, guardians and teachers to support the District's central mission of providing excellent teaching and learning experiences for students. The District administration and unit members will encourage the use of parent-teacher conferences regarding a specific student's academic and/or social-emotional issues.

Teachers and parents can use a variety of methods to interact meaningfully, and given the demands on teacher and parent time, it is important to maximize the tools available to parents for feedback about a student's progress, including telephone, email, digital conference, or through scheduling in-person meetings.

### **7.4.2 Parent/Guardian-Teacher Conferences**

#### **7.4.2.1 Definition of Guardian-Teacher Conference**

The term "Guardian-Teacher Conference" as used in this negotiated agreement, refers to scheduled discussions between parent(s)/guardian(s) and individual teachers concerning a student's specific academic and/or social-emotional progress, and is not intended for general information or personal/social interchanges with a teacher, nor does the term include District scheduled Section 504 and IEP meetings with parents.

The District administration and unit members will encourage conducting parent-teacher conferences through use of telephone, email, text, or through a scheduled face-to face meeting.

For more general information or personal/social interchanges with a specific teacher, parents will be encouraged to attend Back to School Night or other larger school events or refer to printed material on the website.

Compensation for these conferences is only available for classroom teachers who conduct parent-teacher conferences outside of teacher work hours. Other unit members are not eligible.

#### **7.4.2.2 Scheduling of One-to-One Guardian-Teacher Conferences**

A one-to-one conference may be scheduled in person, or when appropriate by telephone digital conference (e.g. Zoom). Teachers are encouraged to schedule the one-to-one conference during the teacher's workday. If a conference needs to be scheduled outside of the teacher's workday in order to meet the scheduling needs of the parent/guardian, the teacher may schedule the conference and receive compensation. The conference must be at least 20 minutes in length in order to be eligible for compensation.

#### **7.4.2.3 Pay for One-to-One Guardian-Teacher Conferences Outside the Regular Workday**

Unit members will be compensated at the rate of \$120 for each one-to-one conference of an expected duration of 20-30 minutes that is scheduled outside the regular teacher workday. This pay shall be limited to 20 scheduled conferences per school year, excluding conferences initiated by a teacher under subsection 7.4.2.4 below. Teachers will complete a standard timesheet at the end of each month for time spent in guardian-teacher conferences.



#### 7.4.2.4 Teacher Initiated Conferences with Guardians

Unit members may request and schedule conferences whenever the teacher believes that direct communication is needed to inform a parent/guardian of academic and/or social-emotional concerns, or when the classroom teacher is required by law to communicate. The parties will support and encourage these teacher-initiated parent conferences. Teacher initiated one-to-one conferences are not included within the pay limits of 7.4.2.3 above, nor do teacher-initiated conferences count toward the limit on the number of one-to-one conferences outside the workday in 7.4.2.2 above. Teachers will be compensated at the same rate of \$120 for each teacher initiated conference that is held outside the regular workday. Teachers will complete a standard timesheet at the end of each month for time spent in parent teacher conferences.

#### **7.4.3 *Administratively Initiated Conferences with a Teacher and Parent(s)***

The time spent in administratively scheduled parent and/or student conferences, held by regular teaching unit members that are conducted prior to 15 minutes before the beginning of the school's first scheduled class, or which last beyond 5 minutes after school closes, shall be deducted from adjunct duty.

This provision applies to conferences scheduled for individual unit members and not those for the faculty as a whole. Every attempt shall be made to schedule individual conferences during the school day. The present practices, including compensatory time for yearly eighth grade scheduling conferences by counselors, shall continue. Activities in which unit members are expected to participate and which are not considered part of adjunct duty are back-to-school night, school-wide parent-teacher conferences, and graduation.

The Superintendent may request any additional requirements as deemed necessary to meet the needs of the district.

### **7.5 Leaving Campus**

Unit members will not leave their building or campus during preparation periods or before the end of the normal school workday without securing permission of the principal or designee.

### **7.6 District Meetings**

Unit members attending district office meetings shall not be required to return to their respective school sites if the remainder of the workday is less than thirty (30) minutes.

### **7.7 Part-Time Assignments**

**7.7.1** A part-time unit member shall be assigned consecutive periods whenever possible. Any break in the assignment will be no more than one (1) period unless requested by the unit member.

#### **7.7.2 *Part-Time Unit Members***

Part-Time unit members are expected to be on campus each scheduled instructional day of the school week for a total of their assigned FTE, plus one additional prep period.

- For example, a teacher assigned .4 FTE will be on campus for 3 periods during an all-class schedule, and for the block days, 2 periods during one day and 1 during the other block day.

For District designated “All-Staff Days”, all Association Members are required to be in attendance for the entire day.

- Examples of All-Staff Days are: District Kick-Off, New Hire training (new hires only), Professional Development Days (both half days and full days), Disaster Drill Days, Fire Drill Days.

In order to recognize the additional time these teachers will be spending on campus, the following stipends will be given to part-time teachers.

| <b>FTE</b> | <b>Stipend*</b> |
|------------|-----------------|
| .8 FTE     | \$625*          |
| .6 FTE     | \$1250*         |
| .4 FTE     | \$1,875*        |
| .2 FTE     | \$2,500*        |

\*Please note that the stipend is the total amount for attending all events, and is not an amount per event. For example, if a .4 FTE teacher attends all the events, they will receive a stipend of \$1,875 total. If they attend all but one, they will receive a pro rata amount of the total stipend for their FTE.

In order to receive compensation for the days worked, at any time after the last required day, and up until June 1st of that school year, members should print an absence summary from Frontline and submit it to their site principal under penalty of perjury. Compensation will be processed at the latest during the summer pay period of mid-July.

## **7.8 Special Assignments**

### ***7.8.1 Co-Teaching***

Co-Teaching is a widely accepted model allowing for students with IEPs (excluding students with Resource designation in their IEP to have appropriate access to general education classrooms with appropriate educational supports in place (least restrictive learning environment). In order that Co-Teaching be properly implemented, the following agreements have been made:

#### **7.8.1.1 Common preparation periods for involved teachers –**

- a. Should common preparation time not be possible after every effort has been made to work the collaborative time into the master schedule, a “for payment” arrangement will be set (see b).
- b. This “for payment” time shall not exceed three hours per week and will be paid at Curriculum Institute Release rate.

#### **7.8.1.2 Paid training will be made available for teachers participating in co-teaching.**

#### **7.8.1.3 If a co-teacher must be absent, a substitute must be requested. Leaving students with only the other assigned teacher of record is not permitted.**

- 7.8.1.4 Adherence to contractual class size maximum for each class, despite involved classes being staffed with two credentialed teachers as opposed to one. All students who received support from Instructional Assistants will continue to receive this assistance per respective IEPs.
- 7.8.1.5 The number of included students with IEPs (excluding students with Resource designation in their IEP) in any one class will not exceed 12. Students who receive designated RSP do not count in that 12 number and administration creating the schedule will be mindful of overall class balance. Class size maximum for any co-taught class is 29.
- 7.8.1.6 Any student count over 12 students that has qualifying IEP AND/OR any student over the number 29 shall result in the teachers of record being paid \$75 per week that school is in session. Timesheets to be submitted at the semester with corresponding rosters.
  - a. Teachers of record must be able to provide documentation of students with qualifying IEP overages
  - b. The additional compensation will only be available during the period that the overage occurred.

## **7.9 Workload Committee**

In response to a complaint by a unit member or by the Association regarding impacts on workload, the parties will form a Workload Committee.

Each party will appoint five (5) representatives to the Committee.

A reasonable amount of release time shall be provided to the Committee members.

The committee will submit a written report and recommendations to the Association and District Negotiations Teams no later than June 1 of the year in which the committee convenes.

# **ARTICLE 8**

## **LEAVES**

### **8.1 Paid Leaves**

#### ***8.1.1 Sick Leave***

Each full-time unit member is entitled to one (1) day sick leave, to be computed in hours, for each month of employment under contract with pay, cumulative without limit. The annual allotment becomes available immediately upon beginning of service each contract year. This shall not exceed ten (10) days within any twelve (12) month period. Sick leave entitlement for those serving less than full-time will be on a pro rata basis.

Except for emergency situations, notification of any absence shall be made in advance by telephone contact with the substitute teacher service, and lesson plans shall be prepared and made available to the substitute for the date(s) of absence.

For cause, stated in writing, any unit member who is absent by reason of illness or injury for more than five (5) consecutive days, or where a pattern of irregular attendance is evident, may be required to provide a licensed medical practitioner's statement specifying the illness

or injury and/or the practitioner's statement of approval that the unit member is able to render full and complete service to the district. At its discretion and expense, the Board may also designate a licensed medical practitioner for the purpose of providing such a Statement.

- 8.1.1.1 To the extent possible, routine health examinations, dental appointments, or surgical procedures should be scheduled during vacation periods or non-duty hours.
  - 8.1.1.2 For cause, the Board may require any certificated unit member to submit to a physical examination by a licensed medical practitioner designated and paid for by the Board.
  - 8.1.1.3 For cause, the Board may require a psychiatric examination of a unit member upon the recommendation of a licensed medical practitioner designated and paid for by the Board.
  - 8.1.1.4 Before requiring a physical and/or psychiatric examination under sections 8.1.1.2 and 8.1.1.3 above, the district shall make available to the unit member a list of community resources and may recognize participation in a program as an alternative.
- 8.1.1.a Sick Leave Donation Program

On a case-by-case basis and with mutual agreement of the Association and the District, any employee may donate accumulated and unused eligible leave credits to another employee when that employee or a member of his or her family suffers from a catastrophic illness or injury.

#### *8.1.1.a.1 Definitions*

"Catastrophic illness" or "injury" means any illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family, and that incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off from work creates a financial hardship for the employee because the employee has exhausted all accessible sick leave and other paid time off.

"Eligible leave credits" means sick leave accrued to the donating employee under Article 8.1.1 of this agreement. One (1) full day of eligible leave credit shall equal one day of usable leave to the receiving party.

"Family members" shall be as defined in Article 8.1.9 of this agreement for bereavement leave.

#### *8.1.1.a.2 Eligibility*

Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

The employee who is, or whose family member is, suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District.

The District determines that the employee is unable to work due to the employee's, or his or her family member's, catastrophic illness or injury.

The employee requesting donation of sick leave has exhausted all accrued paid leave credits if the employee is requesting catastrophic leave for his/her illness or injury.

#### **8.1.1.a.3 Procedure**

An employee who wishes to receive the catastrophic illness benefit must request in writing to the Association and District that sick leave donations be solicited on his or her behalf. The request must be accompanied by a verification of the catastrophic injury or illness.

Donations will be solicited by a joint announcement of the Association and District on behalf of an individual who meets the requirements for this benefit.

The employee who volunteers to donate sick leave must donate in minimum increments of one (1) full-time equivalent day of leave credit.

The maximum amount of time that the recipient employee may use donated leave credits shall not exceed twelve (12) consecutive months per illness, recurrence or injury. Donated leave credits must be used consecutively. A recipient of donated leave may not alternate between paid and unpaid status.

An employee who receives paid leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this catastrophic illness benefit.

Donated leave credits shall be used in the order donations are received. However, one day of leave will be used from each donor before a second day is utilized from any other donor. This sequential process will be repeated for all donation rounds thereafter. All transfers of eligible leave credits shall be irrevocable. However, any leave not used within twelve (12) months of donation, will revert to the donor(s).

The recipient shall be paid and at her or his regular rate of pay.

The District may adopt rules and regulations for the administration of this benefit as long as the regulations do not conflict with the specific provisions of the collective bargaining agreements. Such rules and regulations will be submitted to the Association for review prior to implementation.

Any entitlement to family leave under the federal Family and Medical Leave Act and a California Family Rights Act will run concurrently with the leave created by donations.

If STRS determines that any provisions of this policy are inconsistent with STRS rules and regulations, the provision shall be re-opened for negotiations.

#### **8.1.2 Leave to Care for a Child, Parent, or Spouse**

In any school year unit members may use up to a maximum of one half of the sick leave that is credited that year under 8.1.1 above to attend to the illness of the unit member's

child, parent, or spouse. The provisions of section 8.1.1 and its subsections apply to a unit member's use of sick leave to attend to an illness of the member's child, parent, or spouse and are in addition to Personal Necessity Leave.

8.1.2.1 As used in this section,

"Child" means a biological, foster, adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.

"Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.

"Spouse" means any married couple or state registered domestic partners.

8.1.2.2 This section does not extend the maximum period of leave to which a unit member is entitled under the Family and Medical Leave Act of 1993 (29 U.S.C. Section 2606, et seq.), the California Family Rights Act (Government Code Section 12945.2) and District policies implementing these Acts regardless of whether the unit member receives sick leave compensation during that leave.

### **8.1.3 Industrial Accident & Illness Leave**

Industrial accident or illness as used in this section refers to injury or illness incurred in the performance of service to the employer and is subject to the insurance carrier's acceptance of the unit member's claim.

A unit member shall be entitled to up to sixty (60) working days of industrial accident or illness leave of absence per fiscal year which shall not be accumulated from year to year.

While under this leave the total of a unit member's temporary disability indemnity and the proportion of salary due during the absence shall be equal to but not exceed the unit member's daily rate of pay.

A unit member shall be deemed to have recovered from an industrial accident or illness and able to return to full and complete service when certified by the unit member's licensed medical practitioner. The district's carrier reserves the right to require a corroborative medical opinion at district expense and to render a final decision relative to the ability of the unit member to resume full and complete service.

### **8.1.4 Extended Sick Leave**

A unit member absent from duty for reasons of illness or accident for a period of five (5) months (100 school days) or fewer from the date of the expiration of the unit member's accumulated sick leave shall receive differential pay provided the district has received written notification from a medical practitioner that they are unable to work that duration of time. As allowed by Education Code 44983 the differential pay shall be fifty percent (50%) of the unit member's daily rate.

### **8.1.5 Parental and Pregnancy-Disability Leave**

8.1.5.1 Parental Leave

8.1.5.1.1 *During each school year, a unit member may qualify for parental leave up to a period of 12 work weeks.*

- 8.1.5.1.2 *For purposes of this section, “parental leave” means leave for reason of the birth of a unit member’s child, or the placement of a child with a unit member in connection with the unit member’s adoption or foster care of the child.*
- 8.1.5.1.3 *Parental leave is without pay; however, unit members may use any accrued sick leave (Section 8.1.1) or extended leave (Section 8.1.4) during this period.*
- 8.1.5.1.4 *This 12-workweek period does not include any leave for pregnancy-related disability (Section 8.1.5.2); nor shall parental leave in this section be limited by or intermixed with “Leave to Care for Child, Parent or Spouse”(Section 8.1.2).*

#### 8.1.5.2 Pregnancy Related Disability Leave

- 8.1.5.2.1 *In addition to the twelve (12) workweek parental leave unit members will be entitled up to and additional six (6) weeks of leave for a vaginal birth and eight (8) weeks of leave for Cesarean birth without pay for apregnancy-related disability.*
- 8.1.5.2.2 *For purposes of this agreement “pregnancy-related disability” means any disability caused or contributed to by pregnancy, miscarriage, or childbirth, and preparation for and/or recovery from childbirth that is supported by appropriate medical certification.*
- 8.1.5.2.3 *A unit member may use any portion of accrued sick leave or sick leave differential (Extended Leave, Section 8.1.4) for this period of leave.*

#### 8.1.5.3 Non-Portable Leave Days for Parental and Extended Catastrophic Illness or Extended Medical/FMLA Leave

A unit member whose accrued sick leave has been exhausted as a result of taking parental leave shall receive up to ten (10) days of non-portable personal necessity leave, granted on the basis of one (1) day of leave for every five (5) days of leave consumed in a pregnancy-related disability leave. Upon the unit member’s return from leave the additional leave will be credited to a unit member’s account.

#### 8.1.5.4 Fifty Percent Pay Differential

When a unit member has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duties on account of parental leave pursuant to this contract and Government Code Section 12945.2, the unit member shall be compensated at no less than fifty (50) percent of his or her regular salary for the remaining portion of the 12-workweek period of parental leave (See Extended Leave, Section 8.1.4).

#### 8.1.5.5 Greater Benefits Under Collective Agreement

This parental leave provision shall be construed consistent with Education Code Section 44977.5, California Government Code Section 12945.2, and the federal Family Medical and Leave Act, but shall not be construed as limiting the greater parental leave rights granted to unit members under this collective agreement.

#### 8.1.5.6 Coordination of Parental and Pregnancy Related Disability Leave

Pregnancy-Related Disability Leave taken pursuant to this section shall not run concurrently with Parental Leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of Parental and Pregnancy-Related Disability Leave taken pursuant to this

section and Section 12945.2 of the Government Code shall not exceed the combined 20 workweeks (12 + 6/8) in a 12-month period. The intent of this language is to ensure consecutive addition of medical maternity and FMLA provisions.

#### **8.1.5.7 Medical Verification**

The length of time a unit member's pregnancy-related disability shall be determined by a written statement from a licensed medical practitioner indicating the onset and termination of the period of time when the unit member is subject to a pregnancy related disability as defined in this agreement.

#### **8.1.6 Quarantine**

In the case of official quarantine at the unit member's place of residence, the unit member will be allowed full pay during the period of enforced quarantine even though this exceeds the unit member's accumulated sick leave.

#### **8.1.7 Personal Necessity Leave**

Each unit member is authorized to use a maximum of seven (7) days of sick leave per school year for reasons which are personal, necessary, and cannot reasonably be ignored by the unit member. Such leave may not be used: (1) solely for an extension of a weekend, a school holiday, or a school recess period; (2) for a recreational activity; (3) for an avocational interest or employment; (4) for a search for other employment; (5) for business of the Association; or (6) for any other instance deemed by the Superintendent not acceptable as personal necessity. Use of leave for this reason shall not exceed five (5%) of unit members at any one site on any scheduled work day.

Each unit member utilizing personal necessity leave shall be responsible for completing a request for a substitute with as much advance notice as possible. In addition each unit member shall complete the absence report form verifying the leave was taken for personal necessity as defined above.

The District administration will not inquire into the specific reasons for use of personal necessity leave except upon reasonable suspicion of abuse. A unit member may be subject to disciplinary action up to and including loss of pay for days taken for abuse of personal necessity leave.

#### **8.1.8 Bereavement Leave**

In the event of the death of a member of a unit member's immediate family, the unit member is entitled to a maximum of three (3) days paid leave. If out-of-state travel is required, two (2) additional such days will be allowed. This leave is not chargeable to any other type of leave.

Members of the immediate family shall include the mother, father, grandmother, grandfather, grandchild, sisters or brothers of the unit member or the unit member's spouse; the unit member's spouse, son, son-in-law, daughter, daughter-in law, or any person living in the immediate household of the unit member; and such others as the superintendent may approve in individual cases.

#### **8.1.9 Jury Duty Leave**

Unit members may be absent from duty to serve on a jury without loss of pay.



Any amount paid for services on a jury or as a subpoenaed witness becomes due and payable to the district, except that a unit member may retain any fees paid as a travel allowance for subsistence.

The unit member who receives a notice of jury interview and appearance must notify the personnel office at least two (2) days prior to the date duty is to commence. It is understood and agreed that a unit member shall be required to report to work on any and all full days when on standby or excused when sitting as a juror.

#### **8.1.10 Subpoena Leave**

If a unit member is subpoenaed as a witness in court, or appears as a witness in behalf of the Board of Trustees without a subpoena, no salary deduction shall be made for such absence.

#### **8.1.11 Conferences, Workshops, or Inservice Leaves**

Conferences, workshops, and inservice leaves which are mutually beneficial to the unit member and the district shall be encouraged but shall be at the authorization of the administration.

#### **8.1.12 Association Leave**

The DTA president shall be granted twenty (20) days of leave per year in order to carry out the president's responsibilities vis a vis the district. The substitute for these days shall be paid for by the DTA through reimbursement to the district.

The Association shall be granted paid leave not to exceed ten (10) days per year for purposes of conducting Bargaining Unit business. No one (1) unit member shall be eligible for more than four (4) days of such leave

In addition, reasonable paid release time for the purpose of negotiations shall be provided. Time for negotiations sessions shall be on the equivalent basis of released time and after class hours.

#### **8.1.13 Sabbatical Leave**

Unit members qualifying for the program shall receive half pay and may be granted either a one or two-semester sabbatical leave. The district shall determine the number of leaves available based on district needs and funding. The selection of candidates for sabbatical leave shall be made by a sabbatical leave committee. This committee shall be composed of four teachers, selected by the DTA, and three individuals selected by the district. The seven-member committee shall nominate candidates for sabbatical leave to the Board of Education. In making such nominations, the committee shall represent that either a replacement is not necessary or suitable replacement is available. A preliminary request for a sabbatical must be received by February 1 of the school year prior to the school year of the sabbatical. The completed application is due by April 1.

The application for sabbatical leave must fully describe the planned activity for the leave period. If the individual expects to receive income during the sabbatical period to supplement his or her sabbatical salary, a description of the activities generating such income, and the anticipated amounts, should be included. Substantial changes in leave plans and/or supplemental income require approval by the District Sabbatical Committee.

The compensation associated with a sabbatical leave is to make it financially possible for a faculty member to carry out his or her leave program. Projected earnings may be taken into

account in the decision to grant sabbatical leave. Total compensation during a sabbatical leave should not normally exceed the faculty member's full-time salary for the leave period.

**8.1.14** A unit member abusing the provisions of section 8.1.1 shall not be entitled to regular pay for the days of abuse. For continued abuse, the unit member will be subject to disciplinary action.

## **8.2 Unpaid Leave**

### **8.2.1 Professional Improvement Leave**

On occasion, unit members may request extended leave that would improve their professional competence. Instances of such leave might include but are not limited to: 1) work in the Peace Corps, 2) further study or work for advanced degrees, 3) participation in exchange programs and American Field Service programs. Whenever possible, such leaves shall be granted consistent with the good of the district. Such leave shall be without pay and generally shall be for a period of one (1) semester or one (1) year. However, in special cases, such as the Peace Corps when the program is of two (2) years' duration, two (2) years of leave may be granted. The district at its discretion and with the recommendation of the superintendent shall grant credit on the unit member's salary schedule for this type of leave when it involves service and/or increases professional experience.

### **8.2.2 Health or Personal Leave**

District employees have rights to unpaid family medical leave as defined by the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). The District shall make every effort to inform employees of their rights under these acts.

The district may grant a unit member, upon request, an additional unpaid leave for health or personal reasons and for an estimated period of time. If denied, the unit member may request in writing and receive an explanation in writing from the Board stating reasons for denial. Such leaves shall not exceed the end of the school year and will be determined by personal needs or by the unit member's licensed medical practitioner. A statement by the unit member's licensed medical practitioner to the effect that a leave is necessary for the unit member's health shall be furnished at the district's request.

### **8.2.3 Disability Leave**

A leave of absence for disability may be granted to a unit member approved by the State Teachers' Retirement System to receive a disability allowance. The period of such a leave will be from year to year and for a period not to exceed thirty-nine (39) months.

### **8.2.4 Child Rearing Leave**

Upon request, the Board shall grant a unit member an unpaid leave of absence for the purpose of rearing his or her child. A unit member shall not have to be married in order to qualify for maternity/ disability or child rearing leave. Such leave may be requested for a maximum of two (2) semesters following the birth or adoption of the child. This leave shall be requested at least four (4) weeks prior to the date it is to commence. In the event of adoption or emergency, the above time limits may be waived or shortened.

### **8.2.5 Association Leave**

An unpaid leave of absence for the specified term of office, not to exceed one (1) year, shall be granted to any permanent unit member, upon application, for the purpose of serving as an

officer or staff member of a recognized local, state, or national teacher association. However, if a credentialed replacement acceptable to the administration cannot be obtained, the request shall be denied. The permanent status of a unit member shall not be affected because of absence while on leave as provided in this section.

The Association may designate no more than five (5) members to apply for unpaid leaves of absence for Association workshops or conferences necessary for carrying out the responsibilities of the Association as the designated representative of this Bargaining Unit. Such requests shall be approved by the district if a qualified substitute is available and the district has received ten (10) days prior notice. The total leave available under this section shall not exceed fifteen (15) days per year unless otherwise approved by the Board.

#### **8.2.6 *Part-Time Employment Leave***

A permanent full-time unit member upon written request may be granted leave of absence on a year-to-year basis for a portion of his/her assignment and be designated as a part-time unit member. The request must be submitted on or before February 1 of the preceding year for those who plan to take such leave for the following fall semester or school year, and November 1 for those who wish to commence part-time employment at the start of the spring semester. Upon written notification of intent to return, the part-time unit member may return to full-time employment. The deadlines of February 1 and November 1 shall also be observed for receipt of notification to return to full-time status.

#### **8.2.7 *Notification of Return***

Unless stated otherwise in section 8.2, a unit member on unpaid leave shall notify the district of the intended return date by February 1 or November 1 for a semester leave. Leaves granted for less than one (1) semester require ten (10) days, notice of intent to return.

### **8.3 Miscellaneous**

#### **8.3.1 *Maintenance of Fringe Benefits***

While on unpaid leave, a unit member shall have the option to remain an active participant in the district-paid medical and/or dental or vision insurance program, subject to carrier approval, by contributing thereto the amount of the premium(s) due during the leave.

#### **8.3.2 *Return from Leave***

If possible, taking into consideration the needs of the district, a unit member on leave of absence will be entitled to return to the same or similar position for which he/she is qualified.

#### **8.3.3 *Reinstatement of Sick Leave***

Sick leave days shall not accrue during an unpaid leave, but unused sick leave days held at the start of an unpaid leave shall be reinstated upon return of the unit member to the district. Permanent unit members who have resigned or who have been dismissed because of a reduction of services shall be entitled to accrued sick leave if reemployed within thirty-nine (39) months of termination. Probationary teachers who have resigned or who have been dismissed because of a reduction of services shall be entitled to accrued sick leave if reemployed within twenty-four (24) months of termination.

## ARTICLE 9

### ASSIGNMENT/TRANSFER

#### 9.1 Definitions

An assignment is the initial placement of a unit member at a school site.

For those schools using the modified block schedule, no teacher will be assigned to teach more than three periods on a block day without the teacher's consent.

A split assignment is the assignment of a unit member to one or more secondary sites in addition to a primary site to fulfill his/her individual employment contract. (The primary site is the unit member's "home school", where he/she is evaluated, and where the unit member will be regularly assigned in the absence of a transfer or continued split assignment.) Every effort will be made to limit the assignment to one (1) site.

A preparation refers to a particular subject or course taught during a class period. Such service must be authorized by the Education Code. Generally, titles of classes will determine distinct preparations. However, single periods in which more than one (1) subject is taught, e.g. Wood I, Wood II and Wood III, shall count as one (1) preparation. Every effort will be made to limit the number of preparations to three (3).

#### 9.2 Annual Assignment of Classroom Teachers

One week prior to end of the teacher work year, the District will make every effort to provide a tentative assignment to classroom teachers that will include classroom location, courses taught and preparations. In addition, after consultation with DTA, the District will establish written Administrative Guidelines for allocating assignments. The department coordinators will discuss these guidelines with the department members prior to making assignment recommendations for the master schedule.

#### 9.3 Types of Transfers

A transfer is reassignment of a unit member requiring a relocation from school to school, school to district, or district to school. A transfer may be unit member-initiated or District-initiated.

Unit Member-Initiated - request for a specific assignment or transfer initiated by a unit member.

District-Initiated - a transfer or split assignment of a unit member initiated by the district to meet a specific need.

#### 9.4 Criteria for Transfer

The Superintendent has the legal authority to transfer teachers as determined by district need. If more than one (1) unit member is qualified based on this standard, the professional needs of the unit member shall be considered. No transfer shall be made arbitrarily, capriciously, or without a rational basis in fact.

## **9.5 Unit Member-Initiated Transfer**

- 9.5.1** A unit member may request a transfer to take effect during the school year or at the beginning of the next school year.
- 9.5.2** When a request is made for a transfer to take effect during the school year, the unit member shall be notified of the disposition of the request as soon as possible. If a receipt for the request to transfer is desired, the request is to be made to the personnel office of the district in person.
- 9.5.3** When the request is made for a transfer to take effect at the beginning of the next school year, it shall be made no later than April 1 of the school year preceding the effective date. Thereafter, if a new position is posted, the application shall be in by the posted deadline.
- 9.5.4** A unit member-requested transfer shall not be granted if such a transfer would result in the layoff of another unit member.
- 9.5.5** Upon request, unsuccessful applicants shall be given an oral explanation by the responsible administrator.
- 9.5.6** Upon written request, a unit member shall receive from the District a written statement of the reason for denial of a unit member-initiated transfer.

## **9.6 District-Initiated Transfer**

- 9.6.1** A unit member subject to a District-initiated transfer shall be given the reasons in writing for the impending transfer.
- 9.6.2** No unit member given a District-initiated transfer shall again be given a similar transfer for a minimum of two (2) years unless one (1) or more of the following occurs:
  - 9.6.2.1 A decline in enrollment necessitates such a transfer.
  - 9.6.2.2 A major change in program indicates a transfer is necessary.
- 9.6.3** When a unit member is notified of a transfer or change in course(s) being taught less than five (5) days before the start of the semester, he/she, upon request, shall be granted up to five (5) days of released time for preparation if the newly assigned course(s) has not been taught by the unit member in either of the preceding two (2) semesters. If a unit member has taught the course in the preceding two (2) semesters, he/she may make a written explanation/application to waive this requirement.

## **9.7 Vacancies, New Positions, and Promotions**

For the school year in session, vacancies which have not been filled at the site shall be posted. This provision shall not apply if the administration determines that the vacancy must be filled to meet the immediate needs of the district. Such vacancies for the following year shall be posted no later than May 15. Thereafter, the district shall send notice of such vacancies to the Exclusive Representative and to unit members who indicate in writing an interest in a specific vacancy. The posting or notices shall include the type of credential(s) and training most appropriate for the position.

# ARTICLE 10

## GRIEVANCE PROCEDURES

### 10.1 Definitions

A "grievance" is an allegation by an aggrieved person that he/she has been adversely affected by a violation, misinterpretation, or misapplication of the specific provisions of this contract.

An "aggrieved person" is the person or persons, including the Association or representatives thereof, making the claim.

The Association may file grievances under two circumstances:

- 10.1.1** as a class action on behalf of a portion of its membership when there is a common allegation
- 10.1.2** when there is an allegation that the rights of the Association conferred by this contract have been violated.

A "day" for the purpose of grievance is any day during which the unit members are on regular duty. In the event a grievance is filed at such a time that it cannot be processed through Levels I and II by the end of the school year, the time limits set forth herein may be reduced so that these levels may be completed prior to July 15.

### 10.2 Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative or supervisory level, prompt, proper, and equitable solutions to grievance and to guarantee orderly succession of procedures within which solution may be pursued.

### 10.3 General Provisions

- 10.3.1** A grievance must be initiated at Level I within twenty (20) days after the alleged act(s) or omission(s) giving rise to the grievance or within twenty (20) days following the aggrieved person becoming aware of the alleged violation, if the alleged act(s) or omission(s) occurred not more than thirty (30) working days prior to the filing.  
  
Alleged violations occurring more than thirty (30) days prior to the filing of a grievance but within the term of this Agreement may be included provided they are directly related to the claim cited by the aggrieved person. However, each element of such a series of violations shall be subject to substantiation.
- 10.3.2** Changes in grievance which expand the allegations and/or remedies from one level to another constitute a new grievance and must be processed as a new grievance.
- 10.3.3** The failure of an aggrieved person to proceed from one level of the grievance procedure to the next level within the limits set forth shall be deemed to be an acceptance of the decision previously rendered and/or shall constitute a waiver of any future appeal concerning the particular grievance. Failure of the administration to render a decision within the time limits shall automatically cause the grievance to proceed to the next level.
- 10.3.4** A grievance may be withdrawn at any level but that same grievance may not be filed a second time.

- 10.3.5** Representatives of the Association, conferees, and aggrieved persons may meet during the workday for the investigation and preparation of grievances, and/or appeals during unscheduled time of unit members.

The principal, or superintendent in the case of the district office, shall be informed in writing of such meetings and the participants. The principal, or superintendent, for cause may request that the meeting be rescheduled with an extension of time limits if necessary.

A unit member participating as aggrieved person, witness, or conferee in a formal grievance meeting shall be released without loss of pay.

- 10.3.6** Conferees for the aggrieved person and management may assist the Level I proceedings at the request of either party. Conferees and/or legal counsel may assist in the grievance process at Level II through III.
- 10.3.7** The decision rendered in any case shall apply only to that grievance unless the authority rendering the decision determines that the specifics of the case warrant uniform application of the decision among other unit members.
- 10.3.8** The Board has the option to suspend all time limits on all grievances if more than ten (10) grievances are under process at any one time and/or more than three (3) at any level, I through III. Nothing herein shall be construed as limiting by number the initiating of grievance. The Board and the Association agree that reasonable efforts shall continue to complete processing of current grievances.
- 10.3.9** Time limits listed as five (5) days may be extended to ten (10) days upon request. Other limits may be extended because of extenuating circumstances by mutual consent.
- 10.3.10** Any grievance filed and in process at the effective date of this Agreement will be completed through the procedure provided in the previous Agreement.
- 10.3.11** An aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative selected by the Association provided the aggrieved person is also present. If an aggrieved person is not represented by the Association or its representative, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

## **10.4 Grievance Procedure**

### **10.4.1 Preamble**

A unit member who has a potential grievance should discuss the matter informally with the appropriate member of the administration in an effort to achieve the purpose as stated in 10.2 of this article. A written summary of this informal discussion shall be prepared by the administration and given to the unit member as soon as practical after the discussion.

In the event a grievance is filed, these steps shall be followed.

### **10.4.2 Level I**

The aggrieved person must present the grievance in writing on the appropriate form (see Appendix J) to the aggrieved person's principal. A grievance arising from direct action or inaction on the part of a district office administrator below the level of superintendent shall be filed with that administrator.

A copy of the grievance shall be forwarded by the aggrieved person to the Association and the assistant superintendent of personnel, who shall act as the monitor for processing Grievances. This statement shall be a clear, concise statement of the grievance. The following information shall be included:

10.4.2.1 Statement of the articles and sections of the contract alleged to have been violated.

10.4.2.2 Statement of the specific circumstances of the alleged violation, including at the least the following:

*10.4.2.2.1 all involved persons, places, time, and events*

*10.4.2.2.2 how these events constitute a violation of the contract*

*10.4.2.2.3 any actions or steps taken subsequent to the alleged violation.*

10.4.2.3 A listing of the specific actions which the aggrieved unit member believes would best remedy the grievance.

The administrator shall communicate the decision in writing to the unit member within five (5) days after receiving the grievance. Within the time limits, either party may request a personal conference.

#### **10.4.3 Level II - Superintendent**

10.4.3.1 In the event the aggrieved person is not satisfied with the decision of Level I, the decision may be appealed on the appropriate form to the district superintendent within five (5) days of completion of the Level I procedure. This statement should include a copy of the original grievance, the decision rendered, and a clear, concise statement of the reasons for the appeal.

10.4.3.2 The superintendent, or designee, shall investigate the grievance and communicate a decision within five (5) days after receiving the appeal. Either party may request a personal conference within the time limits.

#### **10.4.4 Level III - Binding Arbitration**

10.4.4.1 If the aggrieved person is not satisfied with the disposition of his/her grievance at Level II, or if no written decision has been rendered within ten (10) days after the final meeting with the superintendent or designee, he/she shall, within ten (10) days after a decision by the superintendent or designee, request in writing that the Association submit the grievance to arbitration. The appeal shall include the same information and documents as the Level II appeal. The Association, by written notice to the superintendent within fifteen (15) days after receipt of a timely request from the aggrieved person, may submit the grievance to binding arbitration.

10.4.4.2 The parties shall select a mutually acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association's submission of the grievance to arbitration, a list of seven (7) persons shall be requested from the State Mediation and Conciliation Service. Each side shall then alternately strike names until only one (1) person remains on the list who shall serve as the impartial neutral arbitrator. Also each side shall have the right to reject one (1) full list from the State Mediation and Conciliation Service.



10.4.4.3 The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is inconsistent with the terms of this Agreement. Also the arbitrator shall be without authority to modify or change the terms of this Agreement. The decision of the arbitrator will be submitted to the superintendent and the Association and will be final and binding upon the parties of this Agreement.

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

## **ARTICLE 11**

### **EVALUATION PROCEDURES**

#### **11.1 Basic Philosophy and Principles**

**11.1.1** Unit members shall be subject to evaluation when performing duties normal to their daily work. The primary purpose of evaluation shall be to improve instruction and encourage professional development. It is further understood that this purpose can be more readily achieved by a manifest willingness on the part of the parties to the evaluation process to improve instruction in a spirit of mutual trust and professionalism. The principal or principal's designee is responsible for the evaluation of certificated teaching staff. Evaluation of unit members not assigned to a school is the responsibility of the supervising administrator.

##### ***11.1.2 The scope of evaluation shall include:***

11.1.2.1 progress of pupils toward established standards.

11.1.2.2 instructional techniques and strategies.

11.1.2.3 employee's adherence to curricular objectives.

11.1.2.4 establishment and maintenance of a suitable learning environment.

11.1.2.5 fulfillment of all other duties normally required to be performed by unitmembers in addition to their teaching duties.

#### **11.2 Evaluation Procedures**

##### ***11.2.1 Frequency of Evaluation***

Evaluation of permanent unit members shall take place every other year. For probationary teachers, evaluations shall take place every year. For temporary teachers, the evaluation shall take place during each of the first two years and thereafter may be conducted in a manner similar to permanent unit members.

11.2.1.1 Under extraordinary circumstances (e.g., classroom control problems, failure to carry out assignment, mental collapse, substance abuse problems, influx of many parent/student problems and/or complaints, unprofessional conduct), a unit member may be placed on the evaluation cycle at any time by the administration for cause. Cause, for the purpose of this section, shall be defined as measurable and observable performance deficiencies on the part of the unit member.

11.2.1.2 Reasons for the change of status shall be made in writing. If time does not permit conclusion of an evaluation by the end of the school year, it shall carry over to the succeeding year. These evaluations shall be focused on the stated causes and are outside the standard timelines of 11.2.7.

Timelines developed under these circumstances shall not be arbitrary or capricious.

11.2.1.3 Upon qualification and application by a permanent unit member, the Superintendent or designee may approve in writing the extension of the evaluation cycle to 4 years. The extension of the cycle is at the discretion of the Superintendent/designee. To qualify, the applicant must have 10 years of service in the District, must be certified as "highly qualified" by state and federal regulations, must have attained an overall "satisfactory" in the last evaluation, and must obtain the recommendation of the site administrator/evaluator. This extension of the evaluation cycle may be rescinded upon the written request of either the teacher or the evaluator, and the teacher will be returned to the regular cycle as prescribed above.

## **11.2.2 Evaluator**

The principal or designee shall be responsible for supervising each step in the evaluation process. For cause, stated in writing, the evaluatee has the right to request a change of evaluator prior to submitting objectives. After two (2) consecutive evaluations by the same evaluator, the evaluatee can choose to have a different evaluator. (The specific identification of the different evaluator remains with the principal to decide.)

An external evaluator specialist may be recruited in instances other than unsatisfactory evaluations in which the evaluator decides a more objective and/or expert evaluation is needed. Such an external evaluator specialist shall be an educator professionally qualified in the subject in which the teacher is being evaluated.

The coordinator of each department shall serve as a consultant in the evaluation process at the request of the evaluator or evaluatee. If requested, the coordinator will visit classes and assist the evaluator or evaluatee in improving classroom instruction. The coordinator is not an evaluator and will not complete those written reports required of an evaluator.

When appropriate, comments may be made by designated supervisors, e.g., assistant principal/student activities, etc.

Conferees are permitted in evaluation conferences under the following conditions:

11.2.2.1 The evaluatee notifies the evaluator of the name of the conferee prior to the conference.

11.2.2.2 The evaluator may also have a conferee present, and shall advise the evaluatee of the conferee's name prior to the conference.

11.2.2.3 Tape recorders shall not be used to record the conference; each party will keep its own notes.

### **11.2.3 General Accountability - Limit**

Each member of the unit shall be held accountable for only the aspects of the educational program over which the member has authority and responsibility to correct deficiencies.

### **11.2.4 Methods and Techniques of Assessment**

#### **11.2.4.1 Methods**

There shall be two options or methods of assessment that can be utilized in the evaluation of a unit member. These options are 1. the assessment method which incorporates multiple sources of data and 2. the assessment method which relies on – a) classroom observations only or b) a unit member's self-evaluation. A unit member shall be selected for Option 1 under the following circumstances: 1) If he/she has not attained permanent status; 2) If, a permanent unit member is placed on evaluation cycle under section 11.2.1.1; or 3) If, in the judgment of the principal, Option 1 is warranted based upon recommendation(s) made in the unit member's previous evaluation, or upon written notice of any other concern(s) regarding the unit member's performance. The principal or designee will inform the unit member in writing of the reason(s) for an Option 1 selection at the time of the option designation. All other unit members will be evaluated on Option 2. This selection will be made prior to the agreement upon objectives in the evaluation cycle, although a unit member or the administration may choose Option 1 at any time during an evaluation cycle. The selection of unit members for Option 1 shall not be subject to the grievance process. Likewise, the judgments, conclusions, assessments, and recommendations of an evaluation under either option shall not be subject to grievance.

#### Option 1

The evaluations of a unit member's performance shall incorporate multiple sources of data such as classroom observations by the principal or designee, student input, student performance, student products, and teacher products. The evaluatee may choose at least one (1) of these methods to be used in the evaluation, the selection being made at the time objectives are prepared; the evaluator shall use at least two (2) of these methods in each evaluation and shall advise the evaluatee of the ones to be used in the conference on objectives.

#### Classroom Observations

Permanent unit members shall have at least two (2) observations, and probationary and temporary personnel shall have at least three (3) observations per evaluation cycle. A conference shall normally be held within five (5) days following the observation and a written report on the district observation form shall normally be given to the teacher within five (5) days following the conference.

Except in cases where the objectives or the assessment methods make more frequent observations necessary, the number of observations within an evaluation cycle shall not exceed seven (7).

At the time of the first evaluation conference, the unit member may state a

preference for advance notice of his/her first observation and the evaluator shall provide such notice.

### Option 2

Option 2 consists of two alternatives, a) and b). Alternative a) shall rely upon classroom observations alone. Alternative b) will be based upon a professional development plan and a self-evaluation submitted by the evaluatee to his/her evaluator. The selection of alternative b) is at the discretion of the evaluatee but subject to the approval of the professional development plan and partnership group by the evaluator.

Unit members selecting alternative b) shall develop a professional development plan that includes specific objectives based on District adopted criteria contained in the District's Teaching Standards. This plan must be shared with the evaluator. Failure to do so by the time lines noted below will result in the use of alternative a) for the evaluation.

The evaluator will observe informally on a regular basis, collect data, and discuss observations and data in a timely manner.

In addition to developing a professional development plan, unit members shall create and participate in a professional partnership group for the purpose of receiving support and feedback during the evaluation year. The unit member shall inform his/her supervisor of the names of the members of the partnership group and will meet regularly with this group to discuss teaching concerns and interests related to progress toward the objectives of the professional development plan.

Members of the partnership group are encouraged to observe in each other's class on an informal basis. (The administration will provide two periods of coverage if these observations occur during regularly scheduled classes.)

Prior to March 30, the unit member shall write and submit a summary self-evaluation based on the professional development plan and performance in relationship to the Framework for Teaching. Again, prior to March 30, the unit member will submit this report to his/her partners and evaluator for comments. This self-evaluation and comments shall be submitted to the Personnel Office no later than May 1 for inclusion in the unit member's personnel file. Statements made in this self-evaluation or comments from other unit members may not be used to determine selection of Option 1 in a subsequent year. However, failure to complete the self-evaluation will result in the placement of the unit member on the evaluation cycle for the following year.

#### 11.2.4.2 Guide to Techniques of Assessment

The following are assessment techniques which may be used in the assessment of student progress as required in the Education Code.

Student progress in each area of study: accumulation of progress in each area of study as measured by teacher-prepared, standardized or criterion-referenced tests, or portfolio of student work.

Student performance: observed or demonstrated in projects, activities, exercises, performances, exhibitions, etc.

Student input: student assessments acquired through a formal student survey approved by the evaluator. Student surveys may be used as one (1) source of input for the evaluator's final evaluation but shall not be the sole basis for an unsatisfactory evaluation. The survey may include items developed by the teacher and department at their option, and shall be reasonably related to the evaluatee's goals and objectives and the requirements of the Education Code. The design of the student survey will be reviewed by the district and the Association on an ongoing basis. (A unit member can voluntarily choose to administer the student survey subject to mutual agreement between the evaluatee and the evaluator on the timing. The results would not be used formally in the evaluation process unless the evaluatee desires the results to be included. This administration of the survey would occur in addition to the administration conducted by the evaluator for formal use in the evaluation process.)

Teacher products: teacher products shall consist of the packet of materials used by the teacher in that course.

Use of parent input: parent input solicited by the administration and used in the evaluation process shall be regarded as secondary and limited to formal surveys and/or questionnaires. Before such survey is undertaken, the unit member(s) involved will be given an opportunity to examine and respond to the evaluator regarding the proposed questionnaire and its proposed distribution. Copies of responses shall be available to the unit member(s).

Any unsolicited parental input should be brought to the attention of the evaluatee if it is of concern to the evaluator. No unsolicited parental input should be included in the formal evaluation unless corroborated by other sources.

### **11.2.5 Assessment of Performance Objectives**

#### **11.2.5.1 Goals/Objectives**

Objectives shall be based on the scope of evaluation as outlined in the Education Code.

Instructional objectives shall define the specific elements of a course or program to be learned within a reasonable period of time, e.g., a quarter, a semester. While such objectives shall be fairly explicit, and be measurable in terms of expected student progress or outcomes in a given class, they need not be written in behavioral terms.

The evaluator shall review the evaluatee's goals and objectives to ascertain whether they conform to the district-approved course guidelines and to the designated goals of the district and the individual school where they exist. The evaluatee can request at this time to see such guidelines and goals which the evaluator will then provide. While objectives of a given subject are consistent with the district-approved course guidelines, standards of expected student progress may vary from class to class within that subject. For example, two (2) sections of U.S. History with similar objectives may well have different standards of expected student progress.

The unit member and the evaluator will make a good faith attempt to reach mutual agreement on the member's goals and objectives. To the extent the evaluator and the member disagree on the goals and objectives by which the member is to be evaluated, the member may specify his/her positions in writing, including the identification of constraints which the member believes inhibit his/her ability to meet the stated goals and objectives. After giving consideration to the constraints identified by the member, the evaluator shall make the final decision on the member's goals and objectives for the school year. The evaluator's final decision shall not be arbitrary or capricious and shall be reasonably related to the specific assignment of the member being evaluated.

#### 11.2.5.2 Number of Preparations

Evaluatees shall be evaluated on not more than two (2) preparations selected by the evaluator. Single periods in which more than one (1) subject is taught, e.g., Wood I, Wood II, and Wood III, shall count as one (1) preparation.

This limitation of two (2) preparations does not preclude the evaluator from visiting and observing all preparations, classes, and periods of the evaluatee and, if necessary, initiating for cause, as specified in 11.2.1 of this Article, evaluation of these preparations, classes, or periods.

If a unit member has a preference for a particular preparation in which to be evaluated, he/she can state that preference in writing. If there is disagreement, the evaluator may determine the preparation(s) in which the evaluatee is to be evaluated.

However, an evaluatee may only be evaluated in a first-time preparation if he/she has no more than two (2) preparations.

#### 11.2.5.3 Self-Assessment

If the evaluatee voluntarily chooses to include a self-assessment, this assessment shall describe progress toward meeting stated objectives and plans for modification and continuing growth, and areas needing improvement.

#### 11.2.5.4 Evaluator Comments

Evaluator's comments may include recommendations resulting from observations and conferences with the evaluatee. Recommendations shall be specific and shall provide direction to the evaluatee for improvement. An evaluatee shall be required to share with the evaluator data pertinent to a complete evaluation. This may include such sources as grade sheets, student projects, and student surveys. The evaluator shall indicate satisfactory or unsatisfactory for each data source. Recommendations for improving deficiencies must be included.

#### 11.2.5.5 Student Survey/Statistical Data

If any results of student surveys are included in a unit member's evaluation, or if conclusions drawn from such surveys are included, the unit member will be provided, upon request, with the total results of the student survey given to his/her department and of the school as a whole.

When any statistical or numerical data relating to grading patterns or any attendance patterns are used in a unit member's evaluation or when conclusions drawn from such material are included, the unit member will be provided, upon request, with comparative data.

### **11.2.6 Evaluation Form**

11.2.6.1 The forms required for evaluation shall be uniform and shall be completed in accordance with the principles, procedures, and timelines specified in this contract. The Association shall have the right to consult on the development of any new forms.

### 11.2.6.2 Form for Objectives

The form for objectives shall include:

- date and co-signatures
- statement of teacher needs (books, supplies, etc.) required to satisfactorily meet the stated goals and objectives
- identification of constraints which the evaluatee believes affect his/her ability to satisfactorily meet the stated goal and objectives

### 11.2.7 Calendar and Steps in Evaluation Process

The following are the due dates and procedures for the orderly completion of the district evaluation process.

| Deadline  | Procedure  |
|---|--|
| End of ten (10) working days  | <u>Designation of evaluator:</u><br>The principal or designee reviews the evaluation procedure and designates the evaluator.   |
| End of fifteen (15) working days  | <u>Preparation of objectives:</u><br>Evaluatee prepares instructional objectives for student progress, classroom control, learning environment, and other school-related activities.<br>If using option 2 b), the evaluatee prepares a professional development plan and identifies a professional partnership group.  |
| End of twenty-five (25) working days  | <u>Review of Objectives:</u><br>a. Department coordinator and principal or designee review objectives.<br>b. Evaluatee confers with evaluator regarding the objectives and methods of assessment. Evaluator reviews and approves or disapproves. Failure by those electing Option 2 b) to submit a professional development plan and partnership group by this date may revert to Option 2 a) at the principal's discretion. |
| December 15   | Unless there are extenuating circumstances the first observation must be completed by the evaluator for those on Option 1 or 2 a) or by the partnership group for those on Option 2 b).  |
| End of second (2nd) week in February (probationary and temporary employees) | <u>Voluntary Self-assessment:</u><br>Evaluatee completes self-assessment. This process and deadlines applies only to   |

|  |   |
|--|---|
|  | evaluated choosing to complete a self-assessment.   |
| End of last week in February (probationary and temporary employees)  | <u>Final Evaluation:</u><br>Final evaluation completed and signed by the evaluator and evaluatee.   |
| Prior to March 30th (permanent employees evaluated using Option 2 b) | <u>Required Self-assessment:</u><br>Written self-evaluation report submitted to partners and evaluator for comments.  |
| End of first (1st) week in April (permanent employee)                | <u>Voluntary Self-assessment:</u><br>Evaluatee completes self-assessment. This process and deadline applies only to evaluatee choosing to complete a self-assessment. |
| May 1 for permanent employees  | <u>Final Evaluation:</u><br>Final evaluation report completed and signed by evaluator and evaluatee.  |

Note: The dates cited are deadlines; procedures may begin any time prior to these dates.

### **11.3 Unsatisfactory Evaluations**

- 11.3.1** When any unit member has received an unsatisfactory evaluation, the District shall annually evaluate the unit member until that employee achieves a positive evaluation or is separated from the District.
- 11.3.2** If an evaluation is unsatisfactory and is so indicated by the principal or designee, such an evaluation and related recommendations shall constitute a just and fair warning of unsatisfactory performance.
- 11.3.3** Any unsatisfactory evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the unit member. In the event a unit member is not performing his or her duties in a satisfactory manner according to the standards prescribed by the Governing Board, the District shall notify the unit member in writing of such fact and describe such unsatisfactory performance. The District shall thereafter confer with the unit member making specific recommendations as to areas of improvement in the unit member's performance and endeavor to assist the unit member in such performance. Such assistance shall include a remediation plan described below.
- 11.3.4** A written remediation plan shall be developed by the evaluator in collaboration with the evaluatee. Every effort should be made to develop the plan at the end of the evaluation cycle in which the unsatisfactory evaluation occurred. The plan shall include, but not be limited to, the following:
- 1) citing areas where improvement is needed
  - 2) making specific suggestions for improvement
  - 3) describing assistance to be provided by the district
  - 4) listing additional resources to be utilized to assist with improvement
  - 5) defining evaluator's role in assisting the teacher



- 6) describing techniques for measurement of improvement
- 7) establishing timelines for monitoring improvement. (Such timelines shall not be arbitrary or capricious.)

The remediation plan shall require participation in the Peer Assistance Review program (See Appendix H) if the areas of unsatisfactory performance include those designated in 11.1.2.2 and/or 11.1.2.4.

**11.3.5** At the time of the development of the remediation plan, the evaluatee may request, and the District will provide, a person specializing in the subject area or areas of recommended remediation to provide an assessment of the unit member's performance. This assessment is in addition to that of the subsequent primary evaluator. Such a person shall be selected from outside the district. The unit member must select from among no more than four (4) nominations of an external specialist made by the principal. The unit member shall not have the option of requesting an external specialist more than once in the course of this or subsequent consecutive remediations. The assessment of the external specialist must be attached to the evaluation. The final determination of satisfactory performance remains with the primary evaluator.

**11.3.6** If at the end of the evaluation cycle the evaluatee is deemed to have met the requirements of a satisfactory performance, he/she will not be evaluated the next year and will be placed on the regular evaluation cycle as specified in section 11.2.1, unless placed on "for cause" pursuant to section 11.2.1.1. It is expected that the next evaluation will utilize Option 1.

**11.3.7 *Second Consecutive Unsatisfactory/Salary Freeze***

In addition, if the unit member receives a second (2nd) consecutive unsatisfactory evaluation, the unit member will be evaluated in the first (1st) semester of the following year and each semester thereafter until a satisfactory evaluation is achieved. Beginning with the year after the second (2nd) consecutive unsatisfactory evaluation, there will be no salary improvement for the unit member until a satisfactory evaluation is achieved, at which time the unit member's salary will be restored to the place on the salary schedule where he/she normally would have been. Any moneys withheld must be used in the remediation process. Any unused money shall be returned to the general fund.

**11.3.8 *Dismissal***

Failure on the part of the evaluatee to remedy the deficiencies within the time prescribed by the evaluator may constitute cause for initiating dismissal proceedings under provisions of the Education Code. None of the above constraints shall preclude the District from moving for dismissal at any time after the initial unsatisfactory evaluation. Responsibility for correcting deficiencies noted in the evaluation shall rest primarily with the unit member. However, the district recognizes its obligation to provide assistance to the unit member.

**11.4 Professionalism**

The evaluation process shall be conducted in a professional manner.

**11.5 Formal Assessment**

The written evaluation shall not contain any statements not gathered through formal assessment methods.

## **11.6 Rebuttal**

In cases in which the unit member disagrees with the evaluation, he/she may write a rebuttal to the evaluation that shall be attached to it and become part of the file.

## **11.7 Grievances**

The content of evaluations shall not be grievable. However, the evaluation procedures of this article shall be subject to the grievance procedures of the Agreement.

# **ARTICLE 12**

## **CLASS SIZE**

### **12.1 Criteria for Class Size**

The Board will employ the following criteria for class size:

- 12.1.1** A full time assignment for a regular classroom teacher is five (5) sections. The desired student/teacher ratio shall be 29:1 for five sections. The total number of students assigned to a regular classroom teacher teaching five (5) sections shall not exceed one hundred and sixty-one (161) students (determined by  $5 \times 29 \times 1.11 = 161$ ) with no class over 36 without teacher consent. A unit member without permanent status may not be asked by administration to consent to a waiver of the class size limits in this article.
- 12.1.1.1 A unit member may request to teach six (6) classes fall semester and four (4) classes spring semester in subjects designated by the administration. Such requests shall be made no later than March 1 of the preceding school year. Assignment to a 6/4 teaching load will be made no later than May 15. The total number of students as specified in 12.1.1 above and the class size listed in 12.1.2 – 12.1.6 below shall apply to unit members teaching six (6) sections in the fall and four (4) in the spring.
- 12.1.1.2 The contractual number of students for part time unit members and for unit members assigned in excess of five (5) classes shall be based upon a pro rata share of a full-time assignment as defined in the first paragraph of section 12.1.1 herein.
- 12.1.1.3 Any students registered to a unit member for instruction outside the regular classroom sequence and procedure shall be counted toward the total of the unit member class load. This is not to include student aides and lab aides.
- 12.1.2** Physical Education: Student/teacher ratio shall be 37/1 for five (5) sections and may not exceed forty-five students per teacher assigned per period without teacher's consent. The total number of students assigned to a PE teacher teaching five periods shall not exceed two hundred five (205) students (determined by  $5 \times 37 \times 1.11 = 205$ ).
- 12.1.3** Section sizes for laboratory classes in which the number of work stations available affect the number of students that can be safely enrolled will be established by each principal after consultation with the department coordinator and the unit member involved.
- 12.1.4** Class size for activity classes, such as music and athletic P.E., which are not limited by work stations and/or facilities, will be established by each principal in consultation with the department coordinator and the unit member involved.

- 12.1.5** English as a Second Language (ESL): The desired student/teacher ratio shall be 20/1 for levels 1 and 2, with no class over 22 without teacher consent. The desired student/teacher ratio shall be 20/1 for intermediate and advanced levels, with no class over 25 without teacher consent.
- 12.1.6** Remedial Classes, core academic classes (English, Math, Sciences, Social Studies) providing remedial skills: The desired student/teacher ratio shall be 20/1 for five section, with no class over 24 without teacher consent.
- 12.1.7** The provision regarding Salary Contingency Language ([subsection 4.4.1.2](#)) will also allow both parties to reopen the contract article regarding class size in the event that the conditions stipulated in 4.4.1.2 are met.

## **12.2 Enhancements**

- 12.2.1** The District will set aside the equivalent of 1.2 FTE saved by changing English teachers from four to five periods in 1995-1996, together with an additional 1.2 FTE for purposes of enhancements such as staff development, equipment and materials, readers, reduction in class size, and enabling some teachers to teach a four-period day as a full time load.
- 12.2.2** These enhancements must be used for purposes consistent with District-approved guidelines. At least one half of the total FTE in section 12.2.1 above will be dedicated to the strengthening and enhancement of student writing and/or communication.
- 12.2.3** For purposes of District enhancements, the FTE may be converted to funds based upon average teacher total compensation calculated annually.
- 12.2.4** The additional 1.2 FTE set forth in subsection 12.2.1 above is subject to the escape clause in section 4.4.1.2 that provides for the unlikely loss of the District's basic aid status or a significant decline in per-student revenue.
- 12.2.5** Proposals for enhancements and the allocation of the set-aside FTE will be generated at each school site as a coordinated effort of the principal and the department coordinators with input from the staff. Final site plans must be submitted to and approved by the District Office. These site plans are subject to annual review and possible revision.
- 12.2.6** Enhancements will not be considered a recurring annual entitlement, and will not be used for determining permanent status. However, enhancement in the form of pay will count toward eligibility for health insurance benefits. Furthermore, the District shall retain 1.2 FTE in temporary status for the life of this enhancement funding.
- 12.2.7** Any party may reopen section 12.2 in any negotiation cycle.

## **12.3 Balancing Classes**

Every effort will be made to have class enrollments conform to the criteria and ratios as stipulated in the Negotiated Agreement as soon as possible at the beginning of each semester no later than the 20th day of each semester. If at the end of 15 days there is still a non-conformity, the District, affected teacher(s) and DTA representative shall discuss the reasons for non-compliance and determine a solution collectively. Any solution involving a waiver of 12.1.1 by a non-permanent unit member must be approved by DTA before the administration is permitted to make the request to a non-permanent unit member.

## **12.4 Counselor Ratio**

Counselors shall have a 400-1 counselee to counselor ratio as a department average. The counselors' assignments shall be balanced no later than the end of the second week after the completion of the first quarter.

# **ARTICLE 13**

## **SAFETY CONDITIONS**

### **13.1 Safe Working Environment**

The Board recognizes responsibility under Cal OSHA regulations to provide a safe working environment for unit members. Unit members shall not be required to perform tasks in an environment which is not in compliance with said regulations. It shall be the unit member's responsibility to report to the building principal or designee any observed unsafe conditions in the building, on school premises, or on any facility being used for school-sponsored activities. The report shall be made verbally and as soon as the condition is recognized. A written report shall also be made within five (5) working days. A written response shall be delivered to the unit member within five (5) working days.

### **13.2 Unit Member Safety**

The Board recognizes its responsibility for unit member safety under the Education Code. The Board further acknowledges that this responsibility includes maintaining procedures related to visitors, planning for disasters and consideration of student suspension, exclusion, and expulsion and notification of staff members as prescribed by the Education Code.

### **13.4 Administrative Guidelines**

At the beginning of the school year a written set of administrative guidelines will be provided to all staff describing the rights and duties of unit members relative to student discipline. Said guidelines shall refer to the rights of students to due process.

# **ARTICLE 14**

## **MISCELLANEOUS PROVISIONS**

### **14.1 Emergency**

The Board reserves the right to declare an emergency (fire, flood, earthquake, bomb threat, gas leak, electrical malfunction, or other hazardous working conditions) when there is a clear threat of physical danger to the students and/or staff and/or the property of the district. In such instances the Board may suspend those elements of the contract needed to protect students and/or staff and/or property. Such elements of the contract shall continue in suspension for as long as the emergency continues. The Board shall have the right to declare when an emergency no longer exists.

### **14.2 Committees**

The Board reserves the right to establish and consult with committees and individuals about matters of concern to the operation of the district. All unit members on standing and ad hoc committees relating to negotiation items shall be selected by the Bargaining unit. In committees organized for purposes beyond the scope of negotiations, the Bargaining unit will have representation to the extent that it chooses to

respond to a request from the district for Bargaining unit representative(s) to serve on a committee.

### **14.3 Individual Employment Contracts**

All future individual employment contracts held by unit members of the Bargaining unit shall be made expressly subject to the terms of the Agreement/Contract. In the event of a conflict, the terms of this Agreement/Contract shall apply.

### **14.4 Resignation**

A unit member's notification to the Superintendent or his/her designee that the unit member intends to resign shall be acted upon in accordance with Board Policy BP 4117.2.

### **14.5 Meet and Negotiate Obligations**

The district and the Association agree that this contract is complete and fully satisfies the obligation to meet and negotiate with the exceptions of (1) statutory change affecting the obligation and (2) the effects of future school closures. However, nothing shall prevent the parties from commencing negotiations for a subsequent agreement during the term of this current agreement.

### **14.6 No-Strike**

The Association agrees that during the life of this Agreement/Contract neither it nor its officers, representatives, committee members, stewards nor members of the Association will for any reason, directly or indirectly, call, sanction or engage in any strike and/or work stoppage. However, nothing in this clause is intended to deny the Association or members of the Bargaining unit any and all rights provided by the First Amendment or prohibit activity otherwise permitted by that amendment.

### **14.7 School Restructuring**

The District and the Association share a mutual interest in fostering school restructuring that enhances the overall educational program. It is recognized that school restructuring may involve departures from current contractual provisions. Any requests for waivers must have prior notification and shall be agreed upon by both the Association and the District.

### **14.8 Formal Complaints Against Unit Members**

When District administration makes a determination that a non-criminal complaint against a unit member requires an investigation that may affect the employment status or lead to disciplinary action of a unit member:

1. The unit member will be notified of the nature of the complaint and the District regulations(s) under which the complaint will be processed; and
2. The Association will be notified of the unit member's name, the nature of the complaint, and the written District regulation(s) under which the complaint will be processed.

The above notification provisions will not apply in any circumstances that may conflict with or prevent compliance with state or federal legal requirements.

### **14.9 District's Obligation to Consult**

**14.9.1** The District acknowledges the right of the Association to consult as provided by California Government Code Section 3543.2(a).

- 14.9.2** The District will provide the Association with the opportunity to consult before making a final decision on the definition of educational objectives, the determination of content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District.

#### **14.10 Letters of Recommendation**

The District will develop information to further students' understanding for requesting teacher letters of recommendations (e.g. a FAQ for students and parents). The District and DTA will continue to monitor and gather data on the variability of unit members' workload caused by student letters of recommendation.

Unit members will submit to the site principals a list of students for whom they are writing letters of recommendations when requesting a letter of recommendation writing day or the one paid day in-lieu of a day off.

- 14.10.1** Counselors may be granted up to four (4) days free from regular duties to write letters of recommendation upon request and the approval of site principal. Counselors may receive pay for one of the four (4) days in lieu of a day-off.
- 14.10.2** Classroom teachers may request a designated day within the current school year, or pay in lieu of one day-off to write letters of recommendation, upon request and the approval of the site principal.

### **ARTICLE 15**

#### **SUBSTANCE ABUSE**

The district and the Association recognize and agree to the following: (1) the federal requirements to establish and maintain a drug-free workplace; (2) the responsibility of the unit member to provide competent, unimpaired instruction and services while under contract to the district; (3) use, possession, or possession for sale of a controlled substance is a violation of the district's Drug Free Workplace policy and may lead to disciplinary action; (4) the requirements of state and federal law regarding controlled substances; (5) the need to assist personnel impacted by the use of controlled substances; and (6) the Federal Rehabilitation Act of 1973 requires that an employee not be discharged or otherwise discriminated against because of prior addiction if the employee has completed a substance abuse program and is otherwise qualified to perform his/her duties.

#### **15.1 Definitions**

##### ***15.1.1 Chain of Possession Integrity***

Immediate labeling and initialing of a specimen of body fluid in or about the presence of the unit member, and receipt of the specimen undamaged and unsealed by the laboratory.

##### ***15.1.2 Controlled Substance***

Alcohol and any drug specified in the Health and Safety Code (Schedules I and II).

##### ***15.1.3 Objective Suspicion***

Specific facts and/or personal observation by an administrator.

#### **15.1.4 Probable Cause**

A judgment has been made, based upon objective suspicion, that a unit member is impaired in the performance of his/her duties due to the influence of a controlled substance.

#### **15.1.5 Substance Abuse Program**

A counseling and/or rehabilitation program provided by an EAP or comparable agency.

### **15.2 Implementation**

The following procedures shall apply where probable cause exists to believe that a unit member is under the influence of a controlled substance or alcohol during duty hours. Unit members shall undergo drug testing only as specified below.

- 15.2.1** Where probable cause exists in a first offense, the unit member shall be referred immediately to a district selected medical facility for a medical examination to determine work impairment and/or to undergo testing for the presence of a controlled substance. Such examination and testing shall occur the same day as the referral. With regard to testing, the unit member shall have three (3) options: (1) submit to testing for a controlled substance by a state approved laboratory and release the results to the district; (2) submit to testing by a state approved laboratory and decline to release the results to the district without prejudice, but agree to complete a substance abuse program; or (3) decline testing without prejudice and agree to complete a substance abuse program determined by the district in lieu of testing.
- 15.2.2** In the event that the unit member is impaired in the performance of his/her duties, and/or the test results show a forensically acceptable level of a controlled substance, the unit member may elect one of the following:
- (1) he/she shall be referred to and participate in an employee assistance program (EAP) or comparable agency and placed on sick leave or leave without pay until recommended for return to duty by the EAP or comparable agency, and by the district selected medical facility; or
  - (2) refuse to participate in a substance abuse program and thereby be subject to disciplinary action pursuant to the Education Code.
- 15.2.3** If the unit member submits to testing, such testing shall be performed by a state approved laboratory. The sample shall be collected and prepared for testing under the chain of possession integrity procedures. A positive test shall result in an immediate retest of a portion of the same sample to avoid reliance on "false positive" test results.
- 15.2.4** Any instance subsequent to the first offense where probable cause exists shall be grounds for disciplinary action, including termination, against the unit member pursuant to the provisions of the Education Code.
- 15.2.5** Positive test results implicating a prescription or over-the-counter drug shall provide the unit member with an opportunity to substantiate legal use of the drug in writing from his/her medical practitioner.

### **15.3 Grievance**

This article shall be subject to the provisions of Article 10, Grievance Procedure, of this Negotiated Agreement, except that the procedures, recommendations, or judgments of any individual or agency not a party to this

Agreement are not subject to the provisions of Article 10, Grievance Procedure. (e.g.: Exception includes a testing laboratory, medical facility, medical practitioner, substance abuse program.)

## **ARTICLE 16**

### **SUMMER SCHOOL**

In accordance with Board Policy 6177, the District may elect to offer a summer school program. This program is supplemental to the regular school year and is not part of the regular school program. Employment in this program is temporary at will employment. This Article becomes effective when ratified by both parties and is not retroactive.

#### **16.1 Selection Process**

**Anticipated summer school positions shall be posted at each school in a timely manner. This posting will specify dates of employment, hours of employment and rate of pay. In order to be considered, unit members must submit a completed application by the deadline established in the posting. Unit members shall be given first consideration for summer school positions. In the case of multiple qualified unit or non-unit member applications for a position, the summer school administrator shall hold interviews.**

The decision as to who will be offered summer school positions will be based upon the determination of the best qualified person for the position and the needs of the program. All things being equal, qualified unit members shall be given preference over non-unit members. In choosing between equally qualified unit members, priority is given to unit members who have previously demonstrated successful summer school service.

#### **16.2 Hours of Employment**

The regular summer school program consists of 20 days of employment between the end of the regular school year and the beginning of the next year. The dates for summer school will be determined by the administration in consultation with the Association. Each day is 6.5 hours in length. Specialized programs may vary in number of days and length of day. Such variations will be noted in postings and contracts. Within this 6.5 hour day there is a 10 minute duty free brunch and 20 minute duty free lunch. There is a mandatory orientation meeting on the first day of summer school. There are no adjunct duty assignments required for this service.

#### **16.3 Compensation**

The rate of compensation for summer school work is \$555 per 6 hour day for unit members. The summer school rate of pay for unit members shall be increased by the same percentage as the regular school year salary schedule. There is no sick leave accrual or sick leave use for this temporary work. Employment during summer school cannot be used to qualify for district health and welfare benefits or district retirement benefits. Service in summer school does not count towards computing seniority within the District.

#### **16.4 Class Size**

Class size during summer school is not governed by the regular school year provisions. Staffing ratio guideline for summer school classes is 36 to 1. Individual class size for summer school will be established by the summer school principal in consultation with a DTA representative and the unit member involved.



## **ARTICLE 17**

### **SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof to any unit member is held to be contrary to law by a court of competent jurisdiction, such provision or application will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

## APPENDIX A

[2023-24 School Calendar](#)

[2024-25 School Calendar](#)

[2025-26 School Calendar](#)

2026-27 School Calendar

## APPENDIX B

[Certificated Salary Schedule](#)

[Salary Schedules](#)

## APPENDIX C

[Salary Schedules](#)

EPED Positions

## **APPENDIX D**

### **REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGES**

A district employee suffering a loss (theft or damage) to personal property that is exposed due to the necessity of his/her employment with the district shall be eligible to claim reimbursement of up to five hundred dollars (\$500.00) per year. Examples of personal property damage or loss in this classification include money stolen from pocketbook in office or personal automobile damaged while used on district-approved field trip. Reimbursement under this policy is intended to cover or be applied to deductible portions of personal property insurance and under no circumstances shall an employee be eligible to receive like compensation from the district and insurance coverage. If a claim is determined to be reimbursable, payment will be made by the district when the employee presents a receipt or other acceptable evidence of replacement or repair costs.

In all matters regarding personal property, the employee is expected to exercise reasonable precautions and avoid negligence. Examples of negligence including leaving valuable items where they can be stolen, not locking cabinets or desks, or leaving automobiles unlocked. In cases of negligence, the district reserves the right to refuse to reimburse the employee under this policy for damage or theft.

In matters where the employee chooses to place a personal item in a precarious position, strictly for personal and not job-related reasons, the district will not reimburse the employee under this policy. Examples of this circumstance include the following: cover for car, camera in car, and tennis racket in office.

Not included in this policy is accidental damage to an automobile parked on school grounds except insofar as the damage is maliciously caused, e.g., tires slashed, or due to a school-related incident, e.g., baseball hitting windshield.

### **PROCEDURES ON REIMBURSEMENT FOR PERSONAL PROPERTY DAMAGES**

When an employee experiences a loss that meets the conditions described in the Agreement on Reimbursement for Personal Property Damages, he/she should follow these procedures.

1. Inform his/her administrative supervisor of the loss and the circumstances surrounding it. This should be done within one week of the date of the loss.
2. Write a request for reimbursement to the assistant superintendent of business services fully describing the loss and circumstances. Have the administrative supervisor sign the request indicating that he/she has reviewed the matter and has found the description to be accurately stated. This request should be made within two weeks of the incident.
3. Provide the assistant superintendent of business services with a receipt of replacement or repair costs, and if appropriate, a copy of insurance document or letter showing the amount of coverage and deductible. This material should be furnished within one month of the date of the incident.
4. If the assistant superintendent of business services finds that the request and supportive documentation is in conformity with the provisions of the agreement, then the employee will be reimbursed.

## **APPENDIX E**

### **SABBATICAL LEAVE**

The purpose of sabbatical leave is to provide certificated staff members who have served a designated number of years a remunerated opportunity to improve their qualifications for their current assignments or to prepare for a new assignment. This professional growth program is intended to enrich instruction and benefit the students of the district.

1. Sabbatical Leave Term - After seven years of continuous service to the district a certificated employee may apply for a sabbatical leave. Such leave will be for the purpose of study, research, or personal enhancement programs which will benefit the individual, the schools, and the students of the district.

Certificated staff members may apply for either of the following:

- a) a full year (September to June) sabbatical at half salary, or
- b) a half-year (one semester) at a quarter of the annual salary. During the leave, health benefits will be maintained by the district at the level previously subscribed to by the applicant.

The sabbatical leave program is an integral part of the educational program of the school district; therefore, all leaves must be recommended by the Superintendent to the Board of Trustees for approval.

2. Criteria for Selection - Consideration will be given to applications according to the following criteria, which are presented in order of priority:
  - a) Primary Consideration - personnel needs of the district, long-term effects of the leave on the instructional program, quality of the proposed program and specific purpose of the new sabbatical.
  - b) Secondary Consideration - quality of the applicant's service to the district, sabbatical leaves formerly granted to the individual, and history of self-improvement.
3. Kinds of Sabbatical Leaves - Sabbatical leaves can be structured about three kinds of professional growth programs.
  - a) Sabbatical Leave for Study - At least twelve semester units of work must be completed per semester of leave. Course work shall be exclusive of correspondence courses. Transcripts or other evidence of completion shall be submitted to the Personnel Department by April 1 for fall semester and by November 15 for spring semester.
  - b) Sabbatical Leave for Individual Projects - The applicant shall include a detailed plan specifying the following:
    - 1) how the project will benefit the pupils and the schools of the district;
    - 2) a detailed schedule of the time to be spent on the project;
    - 3) the name and position of the supervisor and a statement from that person that the work to be done will be the equivalent of 12 units per semester of leave. Evidence of completion of the project shall include at least the following:
      - a. a log book or daily journal, slides, photographs, or charts to show states of development,

b. verification of completed work by the supervisor, and

c. tangible evidence of completed project. If professional growth credit is requested, this determination shall be made by the Superintendent.

c) Professional Enhancement Position - To occupy a position in some other institution or agency which enhances the professional development of the individual (this option can be income producing but the total income to the individual including the district portion for the time of the sabbatical shall not exceed the full district salary of the staff member.)

4. Contractual Agreement - The following provisions shall apply:

a) Monetary remuneration while on sabbatical leave shall be subject to the provisions of the district salary schedule in effect during the period of the leave. Payments shall be on a monthly basis as if the person were in a regular assignment.

b) Sabbatical leave time shall count as regular service for salary schedule movement, and fringe benefit purposes, provided the applicant meets all requirements of the sabbatical leave provision. In the event the employee cannot meet the requirements of the sabbatical leave because of illness or injury, the leave will be terminated and the employee placed on sick leave. All provisions of the sick leave policy will apply to the employee.

c) Service credit for retirement is calculated at the proportion of salary earned (actually paid) to earnable (amount paid under contract and not on leave). The employee may elect to purchase additional service credit for the time he/she is on leave under the rules and regulations of the State Teachers Retirement System (STRS).

d) The employee will sign an agreement to return to service in the district for a period of time which is equal to twice the period of the leave. He/she will be required to reimburse the district in the event that he/she fails to return to service in the district, fails to complete the service obligations, or fails to complete the tasks to be performed during the sabbatical leave.

e) Employment for compensation while on sabbatical leave is permissible if the paid position is one which enhances the professional growth of the staff member, and which is approved in advance as part of the sabbatical program. The total income to the staff member including the district portion shall not exceed the member's total district salary. The applicant may accept financial assistance in the form of scholarships, fellowships, and grants for expenses such as transportation, supplies, tuition, books, etc., which are approved in advance by the Superintendent.

5. Application Procedure - a brief description of the sabbatical leave program will be distributed by the Personnel Department to all certificated staff. Application packets may be obtained from the principal's secretary. Applicants shall inform the principal of their plans to apply. All applications shall be submitted to the Assistant Superintendent of Personnel no later than April 1 of the year prior to the requested leave.

6. Sabbatical Leave Screening Committee - the function of this group will be to review applications and make recommendations to the Superintendent. The applicant shall be notified of the action taken on his/her request for leave before action is taken by the Board of Trustees.

The committee will consist of four teachers selected by the District Teachers Association and three individuals selected by the district.

7. Final Action - the sabbatical leave screening committee's confidential recommendations will be submitted to the Superintendent who will recommend applicants for board action.

## **APPENDIX F**

### **FOOTHILL COLLEGE PARTNERSHIP**

#### **COMMUNITY COLLEGE PARTNERSHIP PROGRAM**

From time to time, the Mountain View-Los Altos Union High School District desires to enter into a partnership with community colleges as a means to enhance educational options for District students and to find new ways of addressing increased expectations and student needs. The goal of any partnership program is to provide an opportunity to extend and enrich course offerings or sections that would not otherwise be offered, and that would offer the opportunity for District students to earn both District and college credits for courses offered on a District campus during the regular instructional day.

These course offerings fall into three distinct categories:

1. those courses that are taught by college instructors under the terms and conditions established by the college (Model 1);
2. those courses taught by part-time District instructors under terms and conditions established by the college for the portion of employment attributed to the instruction in the program, and subject to potential transition into District regular staffing allocations (Model 1); and
3. those courses that are part of the District's regular staffing allocation and are taught by District instructors meeting established community college qualifications under terms and conditions established by the District (Model 2).

Subject to the District maintaining its Basic Aid status, the following principles, process and employment status models will be adhered to in this partnership program.

#### **Employment Status Models**

##### **Model 1**

1. (a) Any individual section of a course offered through this program that is not part of the District's regular Staffing allocation, shall be designated solely as a community college section, and shall be conducted by an employee of the community college. Any individual assigned to teach a program section on the high school campus shall not have access to any District employment status, pay, benefits or rights accorded by law or contracts to employees of the Mountain View Los Altos High School District for that portion of employment under the program.  
  
(b) All sections staffed as defined under the above provisions as Model 1 as community college courses are subject to enrollment requirements specified by the community college and other appropriate college requirements.
2. At the conclusion of staffing a section as described in Model 1 above for three consecutive years, the district shall decide whether or not these sections should become part of the regular staffing allocation. If the District makes a determination to offer the section as part of the regular District staffing allocation, and if there is a part-time district unit member qualified and credentialed to teach such sections and who also meets the eligibility criteria for teaching such sections for the community college, such sections and additional employment shall be offered to that part-time unit member by the District. However, no unit member's District employment shall exceed 1.00 FTE (full time equivalent) as a result of this

partnership program. If the individual part time unit member to whom this additional employment is offered accepts such offer, the unit member will become an employee of the District for that portion of employment under the program, and will be provided District employment status, pay, benefits and other rights accorded by law or contract of a unit member for that portion of employment under the program, but requires no right of assignment to this course.

## Model 2

1. Any section of the District's regular staffing allocation that also provides students with community college credit in addition to District academic credit will be part of the program (Model 2). Sections in this employment model are taught by a qualified MVLA employee as part of his/her employment assignment having all elements of District employment status. These sections are counted as part of the school's regular staffing allocation as derived from the district's staffing formula. Unit members assigned under this employment model are not employees of the community college district for the purposes of teaching these sections. In addition, an employee assigned to section(s) in this program under Model 2 shall receive a \$250 annual stipend in recognition of his/her participation.
2. In order for a Mountain View-Los Altos employee to be assigned to teach in this partnership program under Model 2, both the instructor and the sections must meet all of the eligibility criteria established by the community college.

## Principles

1. The District's regular certificated staffing allocation for each site will not be reduced as a result of this partnership program. Model 1 program sections will be considered above and beyond the high school's regular staffing allocation as determined by the District's staffing formula, and may be implemented at the discretion of the District, subject to the limitations contained in this Appendix.
2. Funds generated as a result of the District's participation in the program (funds paid by the community college in recognition of the use of District facilities, resources and employees to teach a co sponsored section) will be used to offset expenses associated with the partnership program, i.e. student fees, course materials, supplies and textbooks, substitute teacher costs for community college employees, etc.
3. Whether a community college course or section will be offered under this program is within the sole discretion of the District.

## Process

The following process will be used to determine the sections that will be taught in the partnership program.

1. A District representative will meet with a representative from the community college to explore possible course offerings and make a determination as to which courses will be offered for college credit on a District site. Any final determination as to which courses will be offered under this program is at the sole discretion of the District.
2. The District representative will provide a list of courses being considered for implementation by this partnership to each site principal and the President of the Association. The list will provide a brief description of the proposed course, number of sections, a designation of the number of years the course has been offered, and which employment model described above will be utilized.
3. The site administrator will be responsible for communicating with appropriate site coordinators and department members, and providing advice on the proposed offerings.

4. The Association will have ten (10) school days from the time of notification of the proposed courses to seek clarification and provide input to the district representative regarding the proposed list of potential course offerings. This input may include, but is not limited to, the numbers of years the course has been offered; the employment model being used; whether the appropriate terms and conditions have been applied to the program's teaching staff; and whether the terms of this Appendix have been followed.
5. After this ten (10) day period has been provided, the District will then make a final determination as to which courses will or will not be offered and will provide a revised list to the Association President or designee shortly thereafter.
6. The District's selection of course offerings is not subject to the Collective Agreement's grievance-arbitration mechanism, however, the terms and conditions of this Appendix applicable to bargaining unit members shall be subject to the grievance-arbitration provisions.



## **APPENDIX G**

### **Peer Assistance and Review Program**

#### **1. Purpose**

- 1.1** The Peer Assistance and Review Program (Program) allows exemplary teachers to assist certain permanent and beginning teachers in the areas of subject matter knowledge, teaching strategies, and teaching methods.
- 1.2** The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a volunteer permanent teacher, or a permanent teacher who has received an unsatisfactory evaluation in the areas delineated in Article 11.1.2.2 and 11.1.2.4 of the Negotiated Agreement. The Program's assistance shall be provided through Consulting Teachers as described in detail in Section 4.2 of this document. This assistance shall not involve the participation in nor the conducting of the annual evaluation of certificated unit members as set forth in Article 11 of the Negotiated Agreement and Education Code 44660, et seq.
- 1.3** The Program resources shall be utilized in the following priority: first, for Participating Teachers with an unsatisfactory evaluation and thereafter to support BTSA, new teacher orientation, evaluation option 2B of the Negotiated Agreement, collaborative efforts to improve instructional strategies or as determined by the Joint Panel.

#### **2. Definitions For Purposes of This Document**

- 2.1** "Teacher" - Any member of the certificated bargaining unit who is covered by the certificated evaluation, Article 11 of the Negotiated Agreement.
- 2.2** "Participating Teacher" - A unit member who either Volunteers or is required by this Agreement to participate in the Program.
- 2.3** "Consulting Teacher" - An exemplary teacher meeting the requirement of subsection 4.2.1 who is selected by the Joint Panel to provide Program assistance to a Participating Teacher.
- 2.4** "Beginning Teacher" - Any unit member having probationary or temporary status. This Peer Program is to be closely coordinated with other District programs for training and assistance to beginning teachers and teachers new to the district.
- 2.5** "Voluntary Participating Teacher" - A unit member with permanent status selected for Option 2 evaluation method wanting to engage in a professional growth activity and who is not a Participating Teacher with an unsatisfactory evaluation.
- 2.6** "Participating Teacher With An Unsatisfactory Evaluation" - A unit member with permanent status whose most recent performance evaluation contained an unsatisfactory evaluation in the areas of teaching methods and instruction as specifically designated by Article 11.1.2.2 and 11.1.2.4 of the Negotiated Agreement.
- 2.7** "Principal" - The certificated administrator appointed by the District to evaluate a certificated teacher as specified in Article 11.1.1 of the Negotiated Agreement.

### **3. Program Outline**

#### **3.1 For Participating Teachers With an Unsatisfactory Evaluation**

- 3.1.1 Any permanent teacher with an unsatisfactory evaluation in the areas listed in section 2.6 must participate in the Program.
- 3.1.2 The Joint Panel will assign Consulting Teachers. Within the first six weeks of the regular school year, either the Consulting Teacher or the Participating Teacher may petition the Panel for an assignment change for good reasons. The Participating Teacher shall be allowed only one change per year.
- 3.1.3 The Consulting Teacher's assistance and review shall focus on the specific areas recommended for improvement by the Participating Teacher's evaluator after the Participating Teacher receives an unsatisfactory rating in the areas specified in Article 11.1.2.2 and/or 11.1.2.4 of the Negotiated Agreement.
  - 3.1.3.1 *These recommendations shall be written, aligned with student learning and the District Framework for Effective Teaching, clearly stated, and consistent with Education Code Section 44662 and with 11.3.3 and 11.3.4 of the Negotiated Agreement. These recommendations shall be considered as the performance goals required by Education Code Sections 44664(a) and 44500(b)(2).*
  - 3.1.3.2 *The Principal and the Consulting Teacher assigned to the Participating Teacher shall meet and discuss the recommended areas of improvement outlined by the Principal and the types of assistance that should be provided by the Consulting Teacher.*
  - 3.1.3.3 *The Consulting Teacher and the evaluating Principal are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Participating Teacher.*
  - 3.1.3.4 *The Consulting Teacher and the Participating Teacher shall meet to discuss the plan for assistance set forth in 4.2.4 below, which shall also involve conducting multiple classroom observations of the Participating Teacher.*
- 3.1.4 Before April 1 of each year, the Consulting Teacher shall complete a written report evaluating the teachers' participation in the Program consisting solely of: (1) a description of the assistance provided to the Participating Teacher; and (2) a description of the results of the assistance in the areas specified in section 3.1.3 above. (See Evaluation of Teacher's Participation in PAR Form.) This report shall be submitted to the Joint Panel, with a copy also submitted to the Participating Teacher and the Principal.
- 3.1.5 The results of the teacher's participation in the Program shall be made available as part of the Participating Teacher's annual evaluation. The evaluating Principal shall have the discretion as to whether and how to use the results in the annual evaluation.
- 3.1.6 After receiving the report, the Joint Panel shall determine whether the Participating Teacher will benefit from continued participation in the Program.
- 3.1.7 The teacher will continue participating in the Program until the Joint Panel determines the teacher no longer benefits from participation in the Program, or the teacher receives a satisfactory evaluation in the areas specified by this program. The District has the sole authority to determine whether the Participating Teacher has been able to demonstrate satisfactory performance.

- 3.1.8 The Consulting Teacher shall conduct a minimum of two classroom observations per quarter of each Participating Teacher. A maximum of eight observations per quarter may be conducted unless more are mutually agreed upon by the Consulting Teacher and the Participating Teacher.
- 3.1.9 The Consulting Teacher's report on the participation in the Program, as defined in subsection 3.1.4 above, shall be made available for placement in the Participating Teacher's personnel file by either the evaluator or the Participating Teacher.

### **3.2 *For Beginning Teachers***

- 3.2.1 A Consulting Teacher may be assigned to one or more Beginning Teachers to provide assistance.
- 3.2.2 The Consulting Teacher and the evaluator shall have a cooperative relationship, and shall coordinate the assistance provided to the Beginning Teachers.
- 3.2.3 Because Beginning Teacher participation in the Program is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual Beginning Teachers, nor forward to the Board the names of individual Beginning Teachers who participated in the Program.

### **3.3 *For Voluntary Participating Teachers***

- 3.3.1 Teachers may volunteer to participate in Peer Assistance through their eligibility for and selection of Option 2B or any other program approved by the Joint Panel that involves collaborative efforts to improve instructional strategies. The voluntary program may or may not involve the use of a Consulting Teacher.
- 3.3.2 Because permanent teachers with satisfactory performance are not mandated by law to participate in the Program, neither the Consulting Teacher nor the Panel will forward to the Board the names of volunteer teacher participants.

## **4. Governance and Program Structure**

### **4.1 *Joint Panel***

- 4.1.1 The Peer Assistance and Review Program will be administered by a Panel consisting of seven members, four certificated teachers - at least one each from each comprehensive site - selected by unit members and three administrators appointed by the District. Qualifications for the teacher representatives shall be the same as those for Consulting Teachers as set forth in Section 4.2.1, and they shall be elected by secret ballot in an election conducted by the Association. A panel member's term shall be two years. The Panel shall establish a procedure for selecting the Chair. The term of the Chair shall be one year, and the position shall alternate between the Association and the District. The Chair shall be a full voting member of the Panel.
- 4.1.2 It is also agreed that for the internal operating procedures and regulations necessary to carry out the work of the Joint Panel that the Associate Superintendent for Personnel and the Association President shall form an Executive Committee of the Joint Panel. The purpose of this Committee is to make decisions when the Joint Panel is precluded from meeting. These decisions shall be communicated to the members of the Joint Panel as soon as practical after being made. If the Associate Superintendent for Personnel and the Association President cannot agree on a decision, then the matter is to be referred to the full Joint Panel. The matters included in the purview of the Executive Committee includes but is not limited to appointment

of Consulting Teachers for those receiving an unsatisfactory rating and entering the PAR program; receiving the reports required by the PAR program, determining the PAR program report to the Board; determining whether or not the PAR program is beneficial and should be continued for an individual participating teacher who has received an unsatisfactory rating.

- 4.1.3 The Joint Panel will make all decisions through consensus in the areas of appointments, reports and recommendations to the Governing Board, and Program plan and budget. Failing consensus, decisions will be made by majority vote. Four of the five [or five of the seven] Panel members will constitute a quorum for purposes of meeting and conducting business.
- 4.1.4 The Joint Panel's primary responsibilities are to establish the annual Program and budget, and to select and oversee the Consulting Teachers. In addition, the Panel is responsible for:
- Submitting to the Governing Board recommendations regarding those Participating Teachers referred to the program due to an unsatisfactory evaluation, including forwarding the names of any individuals who, after sustained assistance, are unable to demonstrate satisfactory improvement resulting from participation in the Peer Assistance and Review program;
  - Making an annual report to the Governing Board and the Association regarding the overall impact and effectiveness of the program, for beginning teachers and others as well as recommendations for improvement in the program;
  - Assigning Consulting Teachers;
  - Reviewing Consulting Teachers' reports on Participating Teachers with permanent status referred to the program because of unsatisfactory evaluations;
  - Evaluating the effectiveness of the Consulting Teachers in their role;
  - Coordinating with the district to provide training for Consulting Teachers, for panel members, and where appropriate for Participating Teachers;
  - Forwarding to the Personnel Office at the end of the year all the records regarding the Program that shall be filed separately from the individual personnel records, except as set forth in section 3.1.9 above; and
  - Establishing internal operating procedures and regulations necessary to carry out the requirements of the Education Code and this section of the agreement.
- 4.1.5 The Panel shall use the following procedure for establishing the annual Program plan and budget:
- (a) By May 1 of each fiscal year, the Panel will establish a Program and budget for the succeeding year, which shall include:
- The estimated revenues for the Program
  - Approval of site developed plans for use of Consulting Teachers and program funds to address the priorities of BTSA, new teacher orientation, option 2B participants, and collaborative efforts to improve instructional strategies,
  - The estimated expenditures, involving:
    - Projected number of Participating Teachers,
    - Projected number of Consulting Teachers needed to service the projected need,
    - Released time for the Panel and/or Consulting Teachers,
    - Pay for Panel members and/or Consulting Teachers that is consistent with the pay parameters established by the negotiating parties,
    - Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance,

- (b) By June 1, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If both parties do not approve the plan/budget, it may be modified by mutual agreement. By July 1, if the parties cannot reach agreement either to approve the plan/budget or to amend it, then the plan/budget will be implemented as submitted by the Panel.

## **4.2 Consulting Teachers**

### **4.2.1 Minimum qualifications for Consulting Teacher:**

- A credentialed teacher with permanent status and at least five years of recent teaching experience;
- Demonstrated exemplary teaching ability, consistent with the Mountain View-Los Altos Union High School District Framework for Effective Teaching,
- Demonstrated ability to work cooperatively and effectively with other teachers and administrators,
- Demonstrated leadership skills.

### **4.2.2 Consulting Teacher positions shall be filled by either self-nomination or nomination by others. The Joint Panel will establish a process for selecting Consulting Teachers from these nominations.**

### **4.2.3 A Consulting Teacher's term will be two years, and s/he may reapply for a second consecutive term.**

After two consecutive terms are served, a teacher is not eligible to be nominated for one year after the completion of the second consecutive term. In the first year of the program only, the Joint Panel may create both two-year and three-year terms in order to stagger the entry of Consulting Teachers into the program.

### **4.2.4 Consulting Teachers shall provide assistance to Participating Teachers referred to the Program due to an unsatisfactory evaluation in the areas of subject matter knowledge, teaching strategies, and teaching methods as outlined in 3.1.3 above. This assistance for so identified Participating Teachers may include, but not be limited to, the following activities:**

- (a) Providing consultative assistance to improve in the specific areas identified by the evaluator;
- (b) Meeting and consulting with the evaluator or designee regarding the nature of the assistance being provided;
- (c) Observing the Participating Teacher during periods of classroom instruction for a minimum of two observations per quarter up to a maximum of eight observations per quarter unless altered per Article 3.1.8;
- (d) Demonstrating teaching for the Participating Teacher or arranging opportunities for the Participating Teacher to observe other teachers;
- (e) Facilitating the Participating Teacher's access to specific training in specified teaching techniques or in designated subject matter;
- (f) Other activities appropriate to the Participating Teacher's needs and interests.

- 4.2.5 Support provided by the Consulting Teachers to Beginning Teachers and other Participating Teachers may include providing consultative assistance to improve in areas identified by the Participating Teacher, as well as the activities listed in c, d, e, and f above.

## **5. Other Provisions**

- 5.1** Functions performed by unit members under this document shall not constitute either management or supervisory functions as defined by Government Code Section 3540.1(g) and (m).
- 5.2** Unit members who perform as Consulting Teachers or Panel members under this document shall have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 3.6(commencing with Section 810) of Title 1 of the California Government Code.
- 5.3 *Records***
- 5.3.1 All documents and information relating to the participation in this Program will be regarded as a personnel matter and subject to the personnel record exemption of the California Public Records Act (Government Code Section 6250, et seq.). The annual evaluation of the Program's impact, excluding any information on identifiable individuals, shall be subject to disclosure under the Public Records Act.
- 5.3.2 All parts of the selection process of Consulting Teachers will be treated as confidential and will not be disclosed except as required by law.
- 5.3.3 All the documents for the Peer Program will be filed by the Personnel office separately from the individual personnel records, except as set forth in 3.1.9 above.

## **APPENDIX H**

### **Adjunct Duty Sign Up Process**

In an effort to standardize adjunct duty assignment process across the district, the following protocol will be utilized to construct the sign up procedure at each comprehensive school site.

#### **Determination of Assignments**

Based on the attached Assignment Guide, site administration will determine a list of duty assignments that need to be filled as of the sign up date in August. Site administration will provide written explanation for additions to or deviations from this Guide to the Association. This list of duties will specify each individual duty available at each event as well as the time and date of the duty. For those spring sporting schedules not yet determined by the sign up date, TBD will be utilized to indicate the date and time. Site administration will then be able to determine the total number of duties that need to be assigned during the school year. The site will then determine how many assignments each teacher will need to perform in accordance with the Negotiated Agreement, the needs of the school, and seniority. Up to a maximum of four assignments per teacher employed greater than .50 FTE may be assigned. There is no minimum number of assignments that each teacher must have. Once the needs for the year have been determined, site administration will establish a sign up time for teachers to indicate which duties they would like to perform.

#### **Distribution of Assignments by Administration**

Specific assignments to activities requiring supervision (adjunct duty) as determined above will be totaled and will be divided by the total number of eligible unit members. This will determine the average number of assignments per unit member. Each assignment (non-specific except for indication of Saturday) will be assigned a sequential number with all Saturday assignments receiving the first set of numbers. Using a seniority list, the numbered assignments will start with the least senior unit members and move up the list to the most senior unit members. Once the reverse seniority staff list has been matched with one duty for each unit member, the process will begin again at the bottom of the seniority list (least senior). This process will continue until all duties have been matched. Less senior unit members will therefore have the most duties and a greater chance of being assigned a Saturday duty.

#### **Teacher Selection of Assignments**

After the exact number of duties per unit member has been determined, a list of specific assignments as outlined above will be posted and labels will be distributed with the unit member's name equal to the total number of assignments that unit member must perform. These labels will be used by unit members to affix to the posted list of assignments next to a specific assignment. Saturday assignment labels will be a different color to differentiate them from other adjunct duty assignments. Unit members will be given an assigned time to select their assignments from the posted list. This assigned time will be based on the most senior unit members receiving the earliest times. Unit members will enter the area with the postings no earlier than his/her prescribed time and affix his/her name to the designated number of assignments.

#### **Exemptions**

Based on provisions in the Negotiated Agreement or outside of work day meeting/activity assignments specific to these positions, the following exemptions to this process are noted:

- Special Education teachers are only required to perform two duties
- Counselors are not required to perform any additional adjunct duties.
- Class Advisors, where there are only two for a given class, are not required to perform any additional adjunct duties. For a class where there are more than two advisers, the advisers must divide up four duty assignments among themselves for each additional adviser beyond two who are serving in this capacity. (Example: If 3 advisers, then the 3 must divide up 4 duties among themselves and if 4 advisers then 8 duties must be divided up among themselves.)
- Assignment to a dance will count double as compared to normal adjunct duties.
- Teachers on split assignment between schools are not required to perform any additional adjunct duties.

### Completion of Duty Assignment

Once the duties have been assigned, staff members are responsible for securing a substitute and informing the administration if he/she is not able to perform an assigned duty. If the administration changes the duty date or time, the unit member is no longer required to perform the assignment.

### Mutual Review

At the end of each semester, the administration along with the Association will review personnel needs at each of the events staffed during that semester. The purpose of the review is to determine if staffing levels noted in the Assignment Guide need to be adjusted for the next school year. The administration will inform the Association of its findings and any changes deemed appropriate after this review. In all cases, the judgment of the administration will determine the appropriate number of staff necessary to supervise an event to ensure the safety and welfare of our students, participants and visitors.

### **ADJUNCT DUTY ASSIGNMENT GUIDE**

| <b>Activity</b>       | <b>No. of Staff Assigned</b> |
|-----------------------|------------------------------|
| Girl's Basketball     | 3                            |
| Boy's Basketball      | 3                            |
| Music/Vocal Concert   | 2                            |
| School Dance          | 8                            |
| Dance Performance     | 3                            |
| Drama/Play            | 2                            |
| F/S Football          | 2*                           |
| Varsity Football      | 4*                           |
| Senior Dessert        | 2                            |
| Swim Meet             | 1                            |
| Track                 | 2                            |
| Girl's Volleyball     | 2                            |
| Boy's Volleyball      | 2                            |
| Waterpolo             | 1                            |
| Yearbook Distribution | 2                            |
| Baseball              | 0                            |
| Softball              | 0                            |
| Soccer                | 0                            |
| Wrestling             | 0                            |

\*Exception for football games scheduled on a Saturday: While football games scheduled on a Saturday may require additional supervision due to larger crowds, each site will be responsible for securing additional supervision beyond those prescribed above for those games. Nothing in this agreement, however, precludes a unit member from volunteering for such duty.





**MOUNTAIN VIEW – LOS ALTOS UNION HIGH SCHOOL DISTRICT  
GRIEVANCE FORM – LEVEL I OR II**

## APPENDIX J

### BUDGETARY “LOOK-BACK” PROVISION

During the negotiations leading to the overall compensation increase for 2018-19 the parties reviewed the projections contained in the District’s budget as those projections related to the District’s ability to pay overall compensation increases. The “look-back” process allows the negotiations parties to compare the budgetary projections at the time of settlement with the actual figures at the end of the fiscal year. This exercise allows the parties to compare any major differences between the projected and actual figures, and allows the parties to use that new information for either adjusting compensation, or to apply that information to the successor wage negotiations. Variances in the projected versus the actual numbers will not require nor assume additional compensation.

- (a) The negotiating parties reserve the right to improve the compensation for the 2018-19 school year, even if agreement on the amount of the increase, if any, is reached after July 1, 2019.
- (b) The District agrees to clearly mark in the undesignated ending balance in the 2018-19 budget money not spent in the 2018-19 due to unrestricted, undesignated carryover, to unanticipated increased property taxes or to savings realized through spending reductions. Prior to expending these funds, the District agrees to consult with the Association. During negotiations in 2019-20 any undesignated funds may be considered for additional compensation. In addition, the District will provide DTA a separate comparison of the projections versus the actuals for: local property tax revenue; all reserve accounts; annual general expenditures; and ending balances. The District will provide a brief written explanation for any major variances.