

CONTRACT

BETWEEN

JEFFERSON UNION HIGH SCHOOL DISTRICT(JUHSD)

AND

AFT LOCAL 1481 AFL-CIO

(THE AMERICAN FEDERATION OF TEACHERS)

DAY CERTIFICATED UNIT (Day Cert.)

2021-2024

**DAY CERTIFICATED UNIT 2021-2024**  
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(\* indicates item is the same for all AFT 1481 contracts)

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**ARTICLE I PREAMBLE\***

The school district and the American Federation of Teachers recognize that they have a responsibility to work toward the achievement of a quality education for every student in the district.

With the advent of a collective bargaining relationship, the Board of Trustees and the American Federation of Teachers, the unit members' exclusive representative, have embarked upon a democratic method of problem solving. As the parties pursue their individual interests with mutual respect, understanding and cooperation, their efforts will merge to produce the common goal of quality education in the Jefferson Union High School District.

To this end they have jointly entered into this agreement.

**ARTICLE II DEFINITIONS**

Where the term

- A. Academic Council: The contract name for the site-based management team that assumes responsibility for the issues, policies and practices that will become a part of the shared decision-making process. This team is responsible to ensure that all plans required by contract or Board Policy are submitted to the AFT Executive Board and the superintendent.
- B. Daily Student Contact: Total number of students regularly assigned to a Day Cert Unit Member during the school day.
- C. Day, Work Day and School Day: A day when Day Cert Unit Members are required to be in attendance.
- D. Day Certificated Unit Member, Day Cert Unit Member, or Unit Member: All day credentialed and/or day licensed employees covered by this agreement (for example: teachers; special services personnel; adult transition mod/severe teachers; occupational therapists; psychologists; librarians; teacher on special assignment).
- E. Employer or District: Jefferson Union High School District Board of Trustees or its designee.
- F. Eligible Dependents: Spouse, and children 26 and under, or as designated by insurance carrier.
- G. Exclusive Representative or Union: American Federation of Teachers Local 1481, AFL-CIO.
- H. Posting: A document shared via district email or shared electronic drive to all employees and the union.
- I. Principal/Director/Designee or Site Administrator: Chief site administrator of any work location or functional division or their designee.
- J. Pro Rata Pay: Established at X% of the Day Cert Unit Member's base rate and shall be computed as follows:
  - 1. Current year salary divided by the number of work days equals the daily rate.
  - 2. Daily rate divided by six (6) prior to July 1, 2022 and six and one half (6.5) beginning July 1, 2022 equals the hourly rate.
  - 3. Hourly rate multiplied by X% equals pro rata pay.

- K. **Restructuring:** All parties working together to modify rules, roles and relationships to create an environment for optimum learning and achievement for all students. The process is on-going in that all parties continually review successes and failures, learn from both, and change that which is necessary to ensure more success for all parties involved.
- L. **Retirement:** Retirement under the State Teachers Retirement System, except for the classified special service counselors who are under PERS, not STRS.
- M. **School Site or Work Site:** Any work location or functional division or group in which a grievance may arise.
- N. **Seniority:** For the purposes of this contract, shall be determined as years of service from the first day of paid work in the district.
  1. In the event two (2) or more Day Cert Unit Members have the same seniority, the actual seniority rating shall be established by lot and shall be observed by both parties to this agreement.
  2. All employees in grant-funded positions will accrue district-wide seniority.
- O. **Site-Based Management, Shared Decision-Making:** The process through which the individual school staff accepts responsibility for a significant number of decisions affecting the educational program and delivery system at the site. All staff members should be represented fairly and equally by the members elected to the Academic Council and decisions will be facilitated by this council. Site-based management is implemented through the Academic Council as provided for in ARTICLE XXVI—PROVISIONS FOR RESTRUCTURING. A school must implement site-based management through this contract provision in order to be considered a school with site-based management for purposes of this contract.
- P. **Site Council:** Shall consist of an equal number of employees and non-employees. The non-employees shall be an equal number of students and parents/community representatives. The employee group shall include the Principal of the school and have representation of both certificated and classified employees chosen by their respective groups. The Site Council shall develop a Single Plan for Student Achievement for Consolidated Application programs at each school. The council must recommend the proposed plan to the local governing board for approval, monitor its implementation, and evaluate the results. At least annually, the council must revise and recommend the plan, including proposed expenditures of all funds allocated to the school through the Consolidated Application, to the local governing board for approval. The Site Council is a separate body from the Academic Council.
- Q. **Superintendent:** The chief administrative officer of the district or any designee upon whom the superintendent has conferred authority to act in their place.
- R. **Support Service Day Cert Unit Member:** Psychologists, librarians, school counselors, wellness counselors, school social workers, transition specialists, Speech/language therapists, occupational therapists, and work experience coordinators. (Pending revision of job description) “Successor classifications” shall be automatically incorporated pending formal revision.
- S. **Union Representative:** Any union representative upon whom the union has conferred the authority to represent the union.

### **ARTICLE III RECOGNITION**

Pursuant to action of the Board of Trustees of the Jefferson Union High School District, hereafter referred to as the “DISTRICT” or “EMPLOYER” and as certified by the Educational Employment Relations Board, the American Federation of Teachers Local 1481, AFL-CIO, hereafter referred to as the “UNION”, is recognized as the exclusive representative of the following unit of Day Certificated employees:

**Included:** All day certificated employees and classified special service counselors (who differ only in that their retirement plan is PERS and they are subject to Ed. Code laws for classified staff).

**Excluded:** Management employees as described in SB 160, specifically: superintendent; deputy superintendent; associate superintendent; directors of business services, curriculum/vocational education, classified personnel/bilingual, pupil personnel, adult education; principals; vice principals; administrators; and

management coordinators functioning at the school site, site, or district levels. Per diem substitutes are excluded. Adult school employees are excluded.

#### JOB DESCRIPTIONS/CLASSIFICATIONS

- A. The district will provide job descriptions clarifying duties, responsibilities, and district expectations for each position.
- B. The union will have the opportunity to review job descriptions before Board of Trustees adoption.
- C. Job descriptions are available on Board of Trustee agendas and upon request.

#### **ARTICLE IV UNION SECURITY AND RIGHTS\***

##### A. UNION SECURITY

- 1. Deduction of Union Membership Dues: The employer agrees to deduct the union membership dues from the pay of all workers who are members of the union. The amount to be deducted shall be certified to the employer by the treasurer of the union. The aggregate deductions of all unit members shall be remitted to the union within seven (7) working days, together with a written statement of names of the unit member for whom deductions were made. The statement of names shall be coded in a mutually agreed upon manner to indicate new hires, leave status and terminations. This authorization will remain in effect and shall be irrevocable unless the unit member revokes it by sending written notice to The Local during the period not less than thirty (30) days and not more than forty five (45) days before 1) the annual anniversary date of this agreement or 2) the date of termination of the applicable contract between the employer and The Local, whichever occurs sooner. This authorization shall be automatically renewed as an irrevocable check-off from year to year unless the unit member revokes it in writing during the window period, irrespective of membership in The Local. Union dues may not be deductible for federal income tax purposes; however, under limited circumstances dues may qualify as a business expense.
- 2. Non-Discrimination: The Board agrees to comply with the provisions of Titles VII and IX of the 1972 Civil Rights Act, as amended in 1972.

##### B. UNION RIGHTS

The exclusive representative shall have the right to appear on the board of trustees' agenda and to speak on any issue of said agenda, pursuant to the board of trustees' rules relating to the conduct and procedures to be followed at board meetings. Copies of the agenda and supporting materials will be provided to the union prior to the scheduled board meeting.

- 1. Copies of the Board agenda and supporting documents will be available on the JUHSD website.
- 2. Tuesdays shall be reserved for unit member organization meetings. The last working Tuesday of the month, except the month of December, shall be reserved for District purposes.
- 3. A reasonable number of meetings for negotiations involving this agreement or future agreements shall be at no loss of pay for union representatives. The superintendent and the union shall mutually agree upon such release time.
- 4. The union may designate a reasonable number of representatives to attend, without loss of pay, a reasonable number of meetings and conferences where it is demonstrated that such attendance is necessary to fulfill their legal responsibilities as the exclusive representative. In addition, the union may designate a reasonable number of representatives to attend a reasonable number of meetings and conferences on union business at no cost to the district. The superintendent and the union shall mutually agree on a reasonable number.
- 5. Copies of all agreements and addenda thereto between the parties shall be available on the JUHSD Website within thirty (30) days after final agreement proofreading and signage. The employer agrees to meet with the Union within fifteen (15) days after ratification of this agreement for the purpose of proofreading the agreement.
- 6. Union representatives shall be given reasonable release time from their duties with pay for meetings with the employer for purposes of meeting and negotiating, processing grievances at levels I and II, or on arbitration proceedings, provided that the superintendent has approved such release time. If such meetings extend beyond 11:00 p.m., the representatives will be excused with pay from their duties the following day.

7. Changes affecting unit members' wages, benefits, or working conditions shall be communicated in writing to the union prior to implementation. Such changes that are within the scope of bargaining shall be negotiated with the union.
8. Union representatives shall have the right to study the adult school master schedule for each semester and for summer session before it is finalized in order to bring any contractual violations to management's attention.
9. The district will send copies of the master schedule to the union when it is finalized at the beginning of each semester and summer session and whenever it is changed.

**C. NEW HIRE ORIENTATION AND BARGAINING UNION INFORMATION**

The district shall provide the Union mandatory access to its new employee orientations. The union shall receive notice ten (10) or more days in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

The District shall provide the contact information of all new hires within thirty (30) days of the date of hire or by the first pay period of the month following hire. Information provided to the Union will include name, date of hire, job title, department, work site, work phone, home/mobile phone, district email, personal email address, and home address to the degree that such information is available.

In the event that the District conducts an annual group orientation, the Union shall have up to thirty (30) minutes of paid exclusive presentation time at the orientation.

In the event of a new hire mid-year, the Union shall contact the new hire and the new hire's supervisor to schedule paid fifteen (15) minutes during work time of exclusive presentation at a mutually acceptable time and location.

**ARTICLE V DISTRICT RIGHTS\***

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law, except as otherwise specified in the collective bargaining agreement. Included in but not limited to those duties and powers are the rights: to determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, modify, sell, or lease facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate, and discipline employees.

**ARTICLE VI FAIR PRACTICES\***

The District shall not discriminate against any unit member on the basis of any protected class or status defined by state or federal law.

**ARTICLE VII PERSONNEL FILES\***

- A. A personnel file shall be kept at the District office; personnel files also may be kept at the work site(s) where the unit member is assigned. Secret files shall not be kept.
- B. Unit members shall have the right to inspect their files and reproduce their contents.
- C. Personnel files may not include information obtained prior to employment, exclusive of employment documents.
- D. Information of a derogatory nature shall not be entered or filed in an unit member's personnel file until the unit member is given notice and an opportunity to comment in writing thereon. Unit members may review their personnel files. Information found to be false shall be removed from the file.
- E. Any person placing written material(s) in an unit member's personnel file shall sign and date such material(s).

## **ARTICLE VIII EMPLOYEE SAFETY**

### **A. GENERAL PROVISIONS**

1. The district and the union agree that the safety of each unit member of the Jefferson Union High School District is a concern of the employer and the union.
2. Management agrees it has the responsibility and will make reasonable efforts to provide, maintain, and supervise working conditions and equipment at all times and will comply with appropriate and applicable federal, state, and local statutes and regulations regarding the health and safety conditions of unit members. The temperature of indoor teaching stations should be in the comfort range of 65-70 degrees during use.
3. It is also agreed that unit members are responsible to cooperate with all aspects of the safety and health program, including compliance with all rules and regulations and for continuously practicing safety while performing their duties. Each unit member has the additional responsibility of reporting unsafe conditions or equipment to their principal/director/designee.
4. Off street paved parking facilities for each unit member shall be provided at high school sites. During school hours these facilities shall be maintained and identified for the use of school personnel and adult visitors. The employer shall neither assume responsibility nor be held liable for acts of vandalism or other damages which occur in the parking lots.
5. Discipline practices shall be clearly written and shall be distributed to students, parents and unit members. These practices will be followed in a firm and consistent manner by administration and staff.

#### **6. Immunizations:**

Upon enrollment, students must present evidence of full immunization against diphtheria, pertussis (whooping cough), tetanus, poliomyelitis, measles, mumps and rubella as documented by a physician, nurse or clinic in the manner prescribed by the State Department of Health.

Any student without such evidence shall be excluded from school until the immunization is obtained or until the student presents a letter or affidavit of exemption from their parent/guardian or physician. Exemption is allowed when the parent/guardian states in writing that immunization is contrary to their beliefs. Exemption is also allowed to the extent indicated by a physician's written statement describing the medical condition of the child and the probable duration of the medical condition or circumstances which contraindicate immunization.

The district may conditionally admit a child with documentation from a physician that:

- a. They have received some but not all required immunizations and is not due for any vaccine dose at the time of admission, or
- b. They have a temporary exemption from immunization for medical reasons.

Continued attendance after conditional admission shall depend upon the student receiving the remaining required immunizations according to schedule or when their temporary exemption ends.

#### **7. Tuberculosis Screening**

- a. All new students must provide documentation of a Tuberculosis skin test before the start of school.
- b. If a student has a positive skin test for tuberculosis exposure, they must provide documentation in the form of a doctor's letter clearing them to attend school. The student must present this letter to the school prior to any school attendance. Failure to present such documentation will result in exclusion from school until such documentation is given to the school.
- c. Upon receipt of such documentation, a student is eligible to attend school. However, that student must, within 30 calendar days, obtain a chest X-ray and present the results of this screening to school site administration. Failure to do so within the allotted 30 days will result in exclusion from school.
- d. Students with a positive chest X-ray must be immediately excluded from school until such time as they are able to present a doctor's letter clearing them to attend school.

### **B. PERSONAL SAFETY**

1. The employer and the union agree that students must be held accountable for their conduct in the classroom, on campus, and at school-sponsored events.

2. A reasonable course of action may necessitate the use of force to protect oneself from attack, to protect another person, to protect property, or to quell a disturbance threatening physical injury to others. Reasonable force shall mean the same degree of physical control a parent would be legally privileged to exercise and can only be determined on a case-by-case basis.
3. Unit members may suspend from class for the remainder of that class in which the incident occurred and for one (1) additional class period any student whose actions constitute a threat to the physical safety of students in the unit member's charge.
4. When any unit member acting in the performance of their duties is attacked, assaulted, or threatened with bodily harm by the student, the unit member or any other unit member who has knowledge of such incident shall report the same to the principal/director/designee. The employer shall give support as follows:
  - a. The principal/director/designee shall notify the law enforcement authorities and the superintendent.
  - b. The employee's signed report of the incident shall be sent to the law enforcement authorities, the superintendent and the union by the principal/director/designee.
  - c. A conference shall be scheduled and held by the principal/director/designee, counselor, student, parent or guardian and the unit member.
  - d. Any student who assaults or attacks an employee while the employee is acting in performance of their duties shall appear before the superintendent or their designee *prior* to the student returning to school. If expulsion proceedings have been brought against the student, said student will not return to school until the expulsion hearing has been held before the Board of Trustees.
  - e. Unit members shall practice fair disciplinary procedures. The administration shall support unit members in their disciplinary efforts to ensure a proper learning environment.
  - f. The employer shall provide professional liability insurance for all unit members at the district's expense.
  - g. The employer shall provide information within legal limits as required by the unit member.
  - h. The employer shall submit an accident insurance form to the district's insurance carrier.
  - i. A copy of the district's emergency procedures shall be sent to the union within ten (10) days of ratification of this agreement.
  - j. A unit member shall not forfeit sick leave or personal leave for any absence that arises from such an assault. For work related accidents, illness or injury, see Article XXV Section A. 4. of the day school certificated contract.
5. Unit members shall be notified in writing about students who have a record of violent or abusive behavior when they transfer into the school or from class to class within the school.

## **ARTICLE IX HOURS AND ASSIGNED DUTIES**

### **A. TRADITIONAL SCHOOLS**

1. Unit members shall be on campus ten (10) minutes before the first period of the school day and, beginning July 1, 2022, shall remain at school until fifteen (15) minutes after the end of the last period of the school day to be accessible to students, staff, and families. Summer school staff shall be in their classrooms/assigned location at the beginning of the class period and shall remain at least until the end of the class period.
2. Classroom Teachers shall have one (1) preparation period per day. Support Service unit members have preparation time that is the equivalent of Classroom Teachers, but is not necessarily fixed to a class period in the day, and can instead be divided throughout the workday as needed. Preparation periods and time shall be utilized in a professional manner. The day school time schedule will contain the minutes needed to meet the instructional minutes requirement of 64,800 instructional minutes in the school year. In order to reasonably guard against short falls in instructional minutes (due to inclement weather, etc.), each school shall schedule a minimum of 65,160 minutes (64,800 + 360) in the school year.
3. Reasonable efforts will be made to provide minimal alterations of pupil contact time or preparation periods which may occur for registration, testing or staff workshops.



4. The site and/or district administration shall notify staff of schedule changes with significant advance notice to allow for a smooth functioning of the educational system. While maximum advance notice is desirable, a week's notice is a reasonable time frame for prior notification. Such notice shall be in writing. On those occasions when less than five (5) working days are given, all efforts shall be made to place reasons for lack of notice in writing to provide minimal disruption of classroom planning.
5. Assignment to additional classroom teaching duties shall be on a voluntary basis during the assigned preparation periods and the unit member shall be paid at the hourly rate which is equal to the pro rata hourly rate of Step 1, Column 1 on the Day Certificated Unit Basic Salary Schedule.
6. Unit members will not be required to substitute for their absent colleagues nor proctor exams during their prep period. Volunteer unit members shall be paid at the hourly rate which is equal to the pro rata hourly rate of Step 1, Column 1 on the Day Certificated Unit Basic Salary Schedule, with appropriate adjustments for block schedules. In the event a substitute teacher is not available to cover a teacher's absence, Support Service Day Cert Members may serve as substitutes and shall be compensated in accordance with Article X, Section 5 of the Day Certificated Contract (hourly rate step 1, range 1). Support Service personnel shall receive \$25.00 for each additional class covered due to a lack of a substitute.
7. In addition to the unit member's regular assignment, unit members shall be required to fulfill up to the following number of duties beyond the school day:
  - a. Every effort will be made to assign a maximum of two (2) extra duty assignments per year. A necessary third (3rd) assignment will only occur on a rotation basis, assuring equity and fairness in the assigning.
  - b. Supervision Guidelines
    - i. General
      - 1) Staff and Administrators/Admin. designee on duty meet fifteen (15) minutes before event for briefing and duties.
      - 2) If unable to attend assigned supervision, staff will make a reasonable effort to find a replacement and confirm replacement with administration.
      - 3) All supervision calls for active participation in supervising event areas and restrooms.
      - 4) Each activity may have different expectations depending on the nature of the event and the number of people in attendance.
    - ii. Athletic Events
      - 1) Monitoring entrance and exits
      - 2) Actively circulating spectator areas
      - 3) Using communication devices (cell phones or walkie talkies)
      - 4) Notify administrator/designee of emergencies
      - 5) If issued, wear identifiable supervision gear
      - 6) Supervision may include, but is not limited to the above
    - iii. Dances
      - 1) Monitoring entrance and exits
      - 2) Monitoring dance floor
      - 3) Notify administrator/designee of emergencies
      - 4) Supervision may include, but is not limited to the above.
  - c. Open house and/or back to school night, not to exceed one (1) per year. The school site will notify unit members of the date it will be held no later than the first day of school.
  - d. Pre- School Year orientation meeting for all unit members, one (1) per year.
  - e. School checkout meeting, one (1) per year.
8. The number of assignments shall be made on an equitable basis for all unit members within each school. Hourly employees shall be exempted.
9. All unit members shall be entitled to a duty free, uninterrupted lunch period of not less than thirty (30) minutes.

10. On the fourth Friday prior to the date of graduation, teachers of 12th grade students must notify the principal or site administrator if any 12th grade student will "likely" fail the course. If the failure of this course will result in a student not graduating with their class, the student will be placed in the "senior studies" summer school course.
11. A duty free brunch will be implemented at all sites. Support Service unit members can take the duty free time adjacent to the brunch period upon mutual agreement with the site administration.

**B. SCHOOLS WITH SITE-BASED MANAGEMENT**

1. The certificated staff, through use of site-based management, may vary the length of their teaching blocks and frequency of their preparation periods as needed to accommodate their restructured schedule with the following conditions:
  - a. The schedule meets the required number of instructional minutes, unless a waiver is obtained from the State Department of Education.
  - b. The teaching assignments and preparation periods are equitable.
2. The communication period may or may not be a part of the schedule agreed to by the certificated staff.
3. Through site-based management the staff may decide the number of duties and how those duties are fulfilled as long as all staff members are treated equitably.

**C. TEACHING YEAR/WORK YEAR TRADITIONAL SCHOOLS**

1. Starting with the 2022-2023 school year, the number of teaching days shall be one hundred eighty (180) plus four (4) additional days, one (1) staff work day at the start of the school year and three (3) for Professional Development (one (1) at the start of the school year, one (1) in the first semester, and one (1) in the second semester).
2. Unless otherwise noted, support service unit members shall work the same number of days as other unit members. Additional days shall be paid on a pro-rata basis, pending continued funding to support the staff work days.
3. Starting with the 2022-2023 school year, Psychologists shall work 197 days.
4. Honoraria for volunteer summer workshops are excluded.
5. Extended School Year- ESY
  - a. As this is a continuation of the school year for students who need continued instruction to avoid loss of skills, teachers will be paid their normal daily rates for the number of days comprising the ESY (*minimum of 18 days*).
  - b. Teachers teaching Mod/Severe (including Adult Transition), Therapeutic Day School (TDS), and Emotionally Enhance (MHE) students have priority for the ESY positions. If they choose not to teach, or if there are insufficient students for the number of teachers, teacher selection will be made first by a teacher "volunteering" out, and second by seniority.
  - c. Unit members will be provided with all of the basic teaching "conveniences" they have during the regular school year (e.g. telephone, computer, staff restroom facilities, heat, security of the teaching areas for storage of materials)
  - d. The district will move items packed by the unit member as necessary for ESY if the location of ESY is different than the unit member's school assignment between the last day of the regular session and the first day of the ESY session, inclusive. The district will return the materials to the original classroom, no later than the third day after the end of the ESY session.
  - e. Therapeutic Day School and Adult Transition Program teachers will be paid for 199 days per contract year based on an eleven (11) month work year.
6. The district and the union agree it is in the interest of both parties to increase part-time unit members to full-time unit members. Additional sections will be assigned with site student needs as a priority with consideration given to increasing part-time unit members FTE.

**D. WORK YEAR FOR SCHOOLS WITH SITE-BASED MANAGEMENT**

1. The length of the work year and negotiated calendar may be altered through the site-based management process. A plan must be submitted by the Academic Council to the superintendent and the AFT Executive Board for approval and site-specific language.
2. Since responsibility for support services may be spread out among the certificated staff, the work year required for these services to be provided may be decided by the Academic Council. Additional pay for these services may be decided through site-based management if within the budget responsibilities accepted by the school.

**E. FACULTY MEETINGS**

This article is superseded by the implementation of the new schedule including collaboration days beginning in 2014/15.

1. Faculty meetings beyond the school day called by the principal/director/designee shall not exceed nine (9).
  - a. Faculty meetings called by the principal/director/designee shall be scheduled when the majority of unit members are able to attend.
  - b. Unit member attendance at such meetings shall not be required in excess of forty-five (45) minutes.
  - c. The principal/director/designee shall post the agenda via district email or shared electronic drive at least two (2) school days before said meeting.
  - d. At the conclusion of each faculty meeting the union shall be given time for reports and information.
2. Unit members shall attend monthly meetings called by the department head(s).

**F. FACULTY MEETINGS FOR SCHOOL WITH SITE-BASED MANAGEMENT**

The number and length of faculty meetings shall be decided through the use of site-based management.

**G. ONLINE EDUCATION**

1. District shall approach Union whenever it attempts to implement new online education practices as part of their program so that we can discuss how the class(es) will be piloted. This does not supersede Article IV.B.10.
2. Classes shall be offered by subject matter with hiring preference to those credentialed in the subject area of the class, then seniority.
3. Class size shall be no more than 34 students in any one class.
4. Any classes longer than 90 minutes in duration shall have a 10 minute break as close to halfway through the class as possible.
5. Teachers shall be paid for 30 minutes of preparation time per two hours of class time.
6. Teachers shall be paid at their pro-rata pay.
7. Counselor Duties - Guidance Counselors shall be responsible for only the following duties in relation to online learning programs:
  - a. Provide a list of students that are behind in credits as requested by administration.
  - b. Provide additional (not initial) copies of Student Responsibility Form, Application Form, and Parent Responsibility Form as needed by students.
  - c. Provide students with relevant information and counseling about online education opportunities.

**H. SUBSTITUTE PLANS**

Teacher of Record will provide lesson plan, seating chart, preferred names/nicknames and other information about students such as classroom accommodations, health information (allergies etc), school emergency information, special circumstances, and movable lesson plans if students have to change classrooms.

**I. ONLINE GRADEBOOK**

All certificated teachers will be required to update their grades/assignments via the District approved gradebook program at least every 15 school days.

## **ARTICLE X SALARY**

### **A. BASIC SALARY SCHEDULE**

See "Appendix A - Salary Schedules"

1. Unit members assigned to work an additional period beyond 1 FTE shall be compensated commensurate to the additional FTE to their full-time assignment.

*The following message will be included with the unit member's assignment "sheet" and any subsequent changes to assignment:*

*Please note that those working this additional period receive only the additional pay commensurate to the additional FTE to their full-time assignment. They do not receive additional service credit towards retirement, seniority, or sick leave.*

2. Unit members assigned to Extended School Year per IEPs shall be paid their regular daily rates for the duration of the ESY session.

### **B. MEDICARE**

All unit members hired after 1986, and those hired before 1986 who enrolled in Medicare, will have 1.45% deducted from their salary each year to cover the unit member contribution. The district will also contribute 1.45% for all unit members covered by Medicare.

### **C. SUBSTITUTE WAGE SCHEDULE**

1. Unit members who substitute during their prep are paid the hourly rate, Class I, Step 1.
2. Unit members will receive \$25.00 per standard (5 or 6 period day) class period for accepting extra students, with appropriate adjustments for block schedules.

### **D. HOURLY PAY RATE**

1. All credit bearing courses, excluding those covered by Section G of Article X, TEACHING HOURS AND ASSIGNED DUTIES, shall be compensated at 0.2 FTE.
2. Unit members who are called upon to translate/interpret during their prep period or non-school hours for an IEP or other parent conference shall be compensated at the hourly rate which is equal to the pro rata hourly rate of Step 1, Column 1 on the Day Certificated Unit Basic Salary Schedule if the translation/interpret services require their attendance for more than fifteen (15) minutes. Unit members shall not be required to translate/interpret.
3. Teachers of home-bound students shall be paid at the hourly rate which is equal to the pro rata hourly rate of Step 1, Column 1 on the Day Certificated Unit Basic Salary Schedule
4. Unit members who substitute during their prep period for other unit members who are required to attend IEPs or other mandated meetings will be paid at the hourly rate if they are required to substitute for more than fifteen (15) minutes.

### **E. MILEAGE**

1. All unit members who use their automobiles to perform their assignments shall receive the current IRS rate for authorized travel. The principal or district shall authorize such travel in writing to the individual unit member.
2. If current mileage reimbursement is increased for any employee outside this unit, the same rate shall apply to this agreement.
3. Non School Day authorized mileage shall be calculated from the unit member's home or site of work, whichever is closer to the destination, as per IRS regulations.

### **F. INCREMENTS**

Step and class increments shall be provided for the salary schedules.

### **G. PAY DATE**

Unit members shall receive their monthly paycheck on the last working day of the month unless superseded by the County Office of Education pay date schedule, but no later than the last calendar day of the month. The district shall publish a calendar of pay dates on the district website at the beginning of the fiscal year.

H. BENEFITS FOR SURVIVING SPOUSE

1. District-paid medical and dental benefits for surviving spouse or registered domestic partner shall continue for a period of 36 months following the death of the unit member.
2. In the event no carrier allows survivor buy-in rights, a surviving spouse of a unit member may elect, at their expense, to continue enrollment in the district's medical and/or dental plan due to COBRA legislation at 102% of district cost. Medical may continue for a period of thirty-six (36) months or Medicare eligibility, whichever comes first. Dental may continue for a period of thirty-six (36) months. Spouses who elect to continue enrollment in a group plan(s) shall submit premium payments to the district by the twenty-fifth (25th) day of each month.

I. SUMMER SCHOOL

1. The district will establish the summer school budget based on estimated ADA and state funding, personnel costs, reasonable instructional supplies expenses, host school expenses and other direct/indirect costs.
2. Summer school teachers shall be paid 100% pro rata based on their regular day school salary in the JUHSD the school year immediately preceding the summer session. Summer school teachers who were not employed by the JUHSD the school year immediately preceding the summer session will be paid at the hourly rate of Step 1, Class 1.

J. SUPPORT SERVICE UNIT MEMBERS

Support service unit members authorized to perform work prior to and/or beyond the defined work year shall receive 100% pro rata wages or compensation time.

K. CREDIT COMPUTATION FOR CLASSIFICATION INCREMENT

1. All degrees and units or credits shall be of professional standard acceptable to any accredited college, university, technical or vocational school; not undergraduate courses unless authorized.
2. Courses will be credited as class advancements according to the salary schedule.
3. In-service education credit shall be approved by the district.
4. Leave replacement service in this district is counted toward step advancement.
5. Unit members new to this district will be credited on the salary schedule for up to eleven (11) years of prior teaching experience in an accredited institution.
6. Full time adult school teachers moving into day school positions shall receive credit for a maximum of eight (8) years for all prior service in this district's adult school. Total credit for any prior service shall not exceed eight (8) years.
7. Any employee who received their credential out of state as part of their bachelor's degree and possesses a clear California credential shall be placed in the BA+30 salary range. (No retroactive adjustments will be made prior to the 2012/13 school year)
8. All units or credits shall be submitted to human resources no later than October 1<sup>st</sup> of each year in order to receive compensation in that year. This change will be reflected in the November paycheck.

L. MONTHLY PAYROLL PAYMENTS

A unit member may elect to receive their salary in either ten (10) or twelve (12) monthly payments. Unit members who elect twelve (12) monthly payments understand that under current law all payroll deductions must be made over ten (10) months. Whichever option unit members are now under will remain in effect unless otherwise requested in writing by August 15.

M. PART-TIME

Part-time unit members will advance on the salary schedule year by year, effective August 27, 2001. Advancement on the salary schedule will occur annually at the beginning of each school year. In cases where a unit member has worked less than seventy five percent (75%) of the calendar school year, advancement will not occur until another full year of employment has been completed.

N. WORK REQUESTED OUTSIDE OF THE WORK DAY

Leading, developing, or facilitating projects or trainings as approved by the Associate Superintendent of Educational Services shall be paid pro rata on an hourly basis. Other time required outside of the work day at the request of the site

or district administration, unless covered under other sections of this agreement, shall be paid the hourly rate which is equal to the pro rata hourly rate of Class I, Step 1 of the Day Certificated Unit Basic Salary Schedule.

#### O. STIPENDS

All stipends will be paid for work that is done beyond the regular workday. Unit members that are given a section to complete this work will not also be paid a stipend.

1. Lead Teachers (District-Wide): \$5,000 – one (1) stipend per curricular area, as deemed necessary by the Associate Superintendent of Educational Services, to act as a liaison to the Educational Services Department.
2. WASC Coordinator: \$5,000-One (1) annual stipend per school.
3. Counseling Intern: \$250 per intern per semester as approved by the site principal or Deputy/ Associate Superintendent of Educational Services.
4. Webmaster: \$2,500
5. Site Tech Coordinator: \$2,500
6. Professional Licenses: \$3,000 one (1) time stipend for any Wellness Counselor, Guidance Counselor, or Social Worker who holds one (1) or more professional licenses (LMFT, LPCC, LCSW, LP). To be paid upon showing proof of obtaining licensure or at the start of a unit member's second year, whichever is later.

### ARTICLE XI LEAVES

#### A. PAID LEAVES

The leave provisions in this article apply to day school certificated staff. Summer school unit members are not entitled to pro rata benefits.

##### 1. Sick Leave (Illness, Personal Necessity and Personal Leave Days)

- a. All full-time unit members shall receive ten (10) sick leave days each year for injury/illness at full compensation. Unused sick leave days shall be fully accumulative from year to year. At the time of retirement, all unused sick leave will be calculated for retirement pursuant to the State Teachers' Retirement System formula.
- b. For the first contract, newly employed full-time day unit members shall receive ten (10) sick leave days for injury/illness on the first day of service.
- c. Unit members may apply on appropriate district forms, for Personal Necessity leave up to seven (7) days per year pursuant to Education Code 44981 for the following reasons:
  - i. Death or serious illness of a member of their immediate family.
  - ii. Accident, involving their person or property, or the person or property of a member of their immediate family.
  - iii. All 7 days of personal necessity under this section may also be used as personal business days for any reason with advance permission of the unit member's supervisor, whenever such notice is possible. Such permission shall not be unreasonably denied.
- d. When a support service unit member's absence is expected to exceed ten (10) working days, a qualified substitute shall be hired to perform the duties of the absent individual.
- e. When a unit member is absent because of illness or accident and has used all sick leave, that unit member will receive  $\frac{1}{2}$  pay until eligible for long-term disability payments as described in Article XX Fringe Benefits.
- f. Unit members are eligible for long-term disability when all sick leave has been exhausted and they have been absent for 90 calendar days due to illness or accident as verified by a physician.
- g. If funded by lottery funds as negotiated, the district will provide an Employee Assistance Program for unit members that allows for at least five (5) free counseling sessions per year for an individual and for each dependent. The cost of additional sessions for each unit member and dependent and the coordination of the plan with current health benefits will be arrived at in negotiations with the district, the union and the provider.
- h. By October 1, all unit members will be given a copy of their accumulated sick leave.

- i. After three (3) consecutive days absent for illness, unit members shall supply a doctor's note upon request.
2. Sick Leave Bank
    - a. Participation shall be voluntary, but permitted for all unit members.
    - b. Each unit member who decides to participate shall sign up by October 15<sup>th</sup> and shall be a member for the entire school year.
    - c. Eligibility is limited to unit members having accumulated fifteen (15) or more sick leave days at the time they join.
    - d. A committee established by the union to govern the Bank shall determine the initial contribution necessary to join the Bank, as well as any additional contributions necessary in the future.
    - e. Each participant may draw sick leave from the Bank after their sick leave is exhausted and all leave drawn from the Bank shall be approved by the committee. The committee shall establish rules governing applications and withdrawals from the Bank, which shall be non-discriminatory and consistent with state law. Administrative procedures shall be the responsibility of the Sick Leave Bank's Governing Committee.
    - f. If there are days remaining at the end of the year, they shall be credited to the Sick Leave Bank for the next school year.
    - g. If district management, the union and the Governing Committee deem the Bank inoperable, the Governing Committee shall return to those unit members those days contributed or the remaining fraction thereof.
  3. Sabbatical Leave Provisions
    - a. A sabbatical leave shall count as time taught for advancement on the salary schedule.
    - b. Unit members may apply for a sabbatical leave in accordance with the provisions of the State Education Code and this agreement.
    - c. After completing seven (7) consecutive full-day school years of service in the JUHSD, a unit member shall be eligible to apply for a sabbatical leave for one (1) semester or one (1) year. A sabbatical year counts as a year of service toward future sabbaticals. (Note: A leave approved by the Board of Trustees does not constitute a break in service.)
    - d. There shall be three types of sabbatical leaves: study, travel, and project.
      - i. A unit member on a leave for study shall complete at least eighteen (18) semester units of work during the year, at least nine (9) of which must be completed during each semester while on leave. However, three (3) of the nine (9) semester units may be completed in the summer session immediately before or after either semester's leave.
      - ii. A unit member on leave for travel shall remain in a travel status at least four and one-half (4.5) months for each semester of leave granted.
      - iii. A special project or research problem for the project sabbatical must be approved by the superintendent and the Board of Trustees.
      - iv. Upon completion of the leave and within forty five (45) days following the unit member's return to duty, a detailed itinerary or transcript of record and a comprehensive report shall be submitted to the superintendent, setting forth the unit member's reactions to the sabbatical and a statement of the benefits to the unit member and to the district received therefrom.
    - e. Applications for sabbatical leaves must be submitted to the principal no later than January 15. Said applications shall be accompanied by a letter of intent stating the purpose of the leave and detailing the benefit to the district of such a leave.
    - f. Subsequent to the superintendent's recommendation, the Board of Trustees shall grant leaves based upon the following criteria:
      - i. A maximum of four and one-half (4.5) percent of the total day school faculty shall be on such leave at any given time. When a financial hardship is demonstrated by Board action to make budget cuts in any given year, the district may limit the number of sabbatical leaves in that year but in no case shall grant fewer than three (3) such leaves, provided three (3) applications are valid.

- ii. The benefit of the proposed leave to the educational programs of the District.
- iii. If a sabbatical applicant has their sabbatical denied or rescinded under the conditions of A.3.f.i., they will be given first consideration if they apply for a sabbatical in the following year. Next priority of consideration belongs to unit members with the greatest number of consecutive years of service in the district.
- g. A unit member on sabbatical leave shall receive one-half (0.5) of the salary they would have been paid during the period of the leave.
- h. Unit members on a sabbatical leave shall continue to receive district-paid fringe benefits.
- i. The unit member returning from sabbatical leave shall be placed in their original position; if the original position no longer exists and a unit member must be transferred, the provisions of the Transfer Policy shall be followed.
- j. In case of injury to or illness of the unit member during the leave, the sabbatical leave will be terminated and all provisions for sick leave will apply. If injury, illness or death prevents the unit member from fulfilling the leave agreement to return to service in the district, no repayment of leave salary will be required.
- k. The terms and conditions of the leave shall be agreed upon in writing, and shall include but not be limited to the following:
  - i. A stipulation to a post-leave service of not less than two (2) full years for a full year leave, and one (1) year for a one-half (0.5) year leave.
  - ii. The description of the sabbatical program.
  - iii. A report of the sabbatical program delineating its application to district programs as indicated in 1.d.iv. above.
  - iv. Split sabbatical leave must be requested at the time of application for the first semester of leave. Both semesters of leave must be completed within three (3) years as provided in Section 44966 of the Education Code.
  - v. During said leave, no unit member may accept gainful employment that would interfere with successful completion of the sabbatical leave program without first securing approval of the district superintendent.
  - vi. A one (1) semester leave shall be considered equal to or the same as a one (1) year leave except as noted in 1.i.iv. above.
  - vii. If the unit member fails to complete the sabbatical or leaves the district without completing the post-sabbatical service, the district shall be entitled to full repayment of all costs related to the sabbatical leave.
- 4. Bereavement Leave
  - a. A full-time unit member shall have the right upon request and application to three (3) days bereavement leave. In cases where out of state travel is required, two (2) additional days shall be authorized. In the event of death of a spouse, parent, step-parent, child or step-child the unit member shall have the right to five (5) days bereavement leave. Said leave shall be at full pay and shall not be chargeable to sick leave.
  - b. Bereavement leave (other than that granted for the death of a spouse, parent, step-parent, child or step-child) shall be authorized in the event of the death of the following persons: grandmother, grandfather, grandchild, aunt, uncle of the unit member or of the spouse of the unit member, son-in-law, daughter-in-law, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law, or any relative or resident living in the unit member's household.
- 5. Industrial Accident and Illness Leave

A unit member shall be provided leave of absence for industrial accident or illness under the following rules and regulations.



- a. The accident or illness shall have arisen out of and in the course of the employment of the unit member and shall be accepted by the San Mateo County Schools Insurance Group or its investigative representative as a bona fide injury or illness arising out of and in the course of employment.
  - b. Allowable leave shall be not more than ninety (90) days during which the schools of the district are required to be in session.
  - c. Allowable leave shall not be accumulated from year to year.
  - d. The leave under these rules and regulations shall commence on the first day of absence.
  - e. When a person is absent from duties because of industrial accident or illness, they shall be paid such portion of the salary due for any month in which absence occurs which, when added to temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code, shall result in a payment of not more than full salary.
  - f. Industrial accident or illness leave shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.
  - g. When an industrial accident or illness leave overlaps into the next fiscal year, the unit member shall be entitled to only the amount of unused leave due them for the same illness or injury.
  - h. During the paid leave of absence, the unit member shall endorse to the district the temporary disability indemnity checks received for industrial accident or illness. The district, in turn, shall issue the unit member's salary and shall deduct normal retirement and other authorized contributions.
  - i. The benefits provided by these rules and regulations shall be applicable to all unit members immediately upon becoming an employee of the district.
6. Jury Duty/Subpoena Leave
- a. When a unit member is called to jury duty, the district agrees to grant leave of absence without loss of pay to the unit member for the time the unit member is required to perform jury duty. The unit members must inform the district of serving date(s) upon receiving the notice from officers of the court.
  - b. Unit members will be granted a paid leave not to exceed two (2) days per year for an absence from duties in response to a subpoena in matters not related to organization activities or union activities against an employer. If the unit member is paid for responding to a subpoena, they must endorse the check for testifying to the district.

**B. MATERNITY/PATERNITY/FAMILY-RELATED LEAVES**

**1. Pregnancy Disability Leave**

- a. The District shall provide for leave of absence from duty for any unit member who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the unit member shall resume duties, shall be determined by the unit member and the unit member's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment by the District.
- b. Unit members on maternity leave, as required by the unit member's physician, shall receive one half (0.5) of their regular daily rate and district paid benefits for each day of absence for the length of time this is considered a normal medical necessity unless the unit member chooses to use sick leave for all or a portion of this time and then the leave is at full pay.
- c. Any unit member shall have the right to utilize sick leave provided for in the Education Code Section 44978 (ten (10) days) and the benefits provided by the Education Code Section 44977 (five (5) months extended leave) for absences necessitated by pregnancy, miscarriage, childbirth, and recovery.
- d. When earned and accumulated or extended sick leave referred to in 1. c. above is used for the purpose of pregnancy disability, it is a separate entitlement from the twelve (12) weeks of Child Bonding Leave ( 2. below) or leave under the California Family Rights Act (3. below.).

## 2. Child Bonding Leave

- a. Unit members may elect to utilize up to twelve (12) weeks of child bonding leave occasioned by the birth of the unit member's child, or the placement of a child with the unit member in connection with the unit member's adoption or foster care of the child as provided by the California Family Rights Act (CFRA). Such leave runs concurrently with the twelve (12) week leave period provided by the CFRA.
- b. For birth mothers, the twelve (12) week child bonding leave shall commence at the conclusion of any pregnancy disability leave.
- c. For non-birthing parents, the twelve (12) week child bonding leave shall commence on the first day of such leave.
- d. Pursuant to Education Code section 44977.5, if a unit member exhausts their earned and accumulated sick leave (Education Code section 44978) prior to expiration of the twelve (12) week child bonding leave, they shall be compensated at no less than fifty percent (50%) of their regular salary for the remaining portion of the twelve (12)-workweek period.
- e. The 12 week child bonding period provided by Education Code section 44977.5 is separate and distinct from extended sick leave provided by Education Code section 44977.
- f. Pursuant to the CFRA, child bonding leave must be completed within one (1) year of the birth, adoption, or foster care placement of a child.
- g. The District must be provided with at least thirty (30) days prior notice of intent to take child bonding leave, except in the case of emergency.
- h. Pursuant to Education Code section 44977.5, in order to qualify for child bonding leave, unit members must have completed one (1) year (twelve (12) months of service) for the District, but are not required to have at least 1,250 hours of service during the previous one (1) year (twelve (12) months) period.

## 3. Family Leave: Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- a. Unit members who have completed one (1) year (twelve (12) months) of service for the District and at least 1,250 hours of service during the previous one (1) year (twelve (12) months) period, have the right to an unpaid leave of absence for up to twelve (12) work weeks within a rolling twelve (12)-month period for the purpose of the unit member's own serious health condition, caring for a new baby, a newly adopted baby, or a newly placed foster child or for a child, spouse, grandparent, grandchild, sibling, or parent with a serious health condition. This leave may be taken intermittently. This leave includes the days of paid personal necessity leave pursuant to this Article.
- b. Unit members who are otherwise eligible for but who are employed for less than six (6) hours per day or less than 1,250 hours per year shall be entitled to family care leave but without the district-paid benefit contribution provided in g. below. This leave represents the minimum available unpaid leave. The unit member may request additional unpaid leave under Article XXV. Family Care and Medical Leave shall run concurrently with the aforementioned leaves.
- c. Family leave under this section shall be unpaid unless it is taken pursuant to section 7.a. (pregnancy disability), 7.b. (child bonding [if the unit member elects to exhaust their earned and accumulated sick leave]), above or is taken due to the unit member's own serious health condition.
- d. The unit member's earned and accumulated sick leave (Education Code section 44978) and extended sick leave (Education Code section 44977) shall run concurrently with FMLA or CFRA leave when it is used for purposes of the unit member's own serious health condition, other than pregnancy disability.
- e. When extended sick leave is used for the purpose of pregnancy disability, it is a separate entitlement from CFRA leave.
- f. There is no carry-over of unused FMLA/CFRA leave from one (1) twelve (12)-month period to the next twelve (12)-month period.
- g. "Parent" means a biological, foster or adoptive parent, a step-parent, a legal guardian, or other person who stood in loco parentis to the unit member when the unit member was a child. "Child" means a biological,

adopted or foster child, step-child, a legal ward, a domestic partner's child, or a child of a person standing in loco parentis or an adult dependent child who is incapable of self-care because of a mental or physical disability.

- h. If both parents of a child who are entitled to family care leave under section 7.c.i. are employed by the District, they shall each be entitled to twelve (12) weeks of leave in connection with the birth, adoption, or foster care of a child.
- i. Family care is an unpaid leave of absence. The district contribution toward all group benefits shall be maintained for the duration of the leave not to exceed twelve (12) work weeks in one (1) year. The district may recover the premiums paid for the unit member during the leave if the unit member fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition beyond the control of the unit member.
- j. Entitlement to Family Care and Medical Leave for the purposes of the unit member's own illness (except for pregnancy disability) shall be satisfied by and run concurrently with leave taken pursuant to Article XXV (LEAVES OF ABSENCE). A unit member may take up to four (4) months pregnancy disability leave and then take an additional twelve (12) weeks of family care leave for the purpose of caring for the new baby; however, the district is not obligated to continue its contribution toward health benefits for more than twelve (12) work weeks.
- k. The unit member shall provide reasonable advance notice to the District of the need for family care leave, the date the leave will commence, and the estimated duration of the leave. If the need for a leave becomes known more than thirty (30) days prior to the date a leave is to begin, the unit member must provide at least thirty (30) days written advance notice.
- l. If verification is required by the District to validate the serious illness of the child, spouse or parent, the District may accept medical verification by the treating health professional.

#### 4. Child Care Leave

- a. A unit member may request up to a two (2) year leave of absence for the purpose of rearing their natural or adopted child. If the unit member is eligible, the first twelve (12) weeks will be covered by Family Care and Medical Leave and the remaining ninety-two (92) weeks of leave will be without either pay or district paid fringe benefits. If the unit member is not eligible for Family Care and Medical Leave, the requested leave of absence will be without either pay or district paid fringe benefits.
- b. A unit member who is a natural or adopting parent may request a leave for up to two (2) years.
- c. Extension of a child care leave shall be granted for an additional semester/year without either pay or district paid fringe benefits. A valid medical reason from a medical doctor shall be submitted at the time of the request.

#### 5. Legal Rights

It is an unlawful employment practice to refuse to hire or employ a pregnant person or to refuse to select them for a training program leading to employment, or to bar or discharge them from employment unless based on bona fide occupational qualifications.

### C. UNPAID LEAVES

#### 1. General Provisions

- a. Unpaid leaves are available only to tenured unit members except for medical, military and legislative leaves.
- b. A unit member requesting an unpaid leave of absence shall request such a leave in writing to the superintendent, stating the purpose and length of the leave. Normally, such a request should be submitted at least twenty (20) working days prior to the commencement of such a leave.
- c. Upon recommendation of the superintendent and with the approval of the Board of Trustees, leave without compensation, increment, seniority or tenure credit may be granted for a period not to exceed two (2) school years. However, if only a one (1) year leave is granted, the district may consider an extension based on the merit of the request and/or the needs of the district. In addition, an unit member on a semester and/or a

one (1) year or two (2) year unpaid leave of absence shall notify the district personnel office by December 1 and April 1 as to an intent to return to employment in the district for the following semester. Failure to notify the district at least twenty (20) working days before the end of the final semester of leave may be deemed to be refusal to obey reasonable rules of the district.

- d. Unit members may continue health and/or dental benefits in force as annually contracted by the district by making payments themselves subject to any provisions and/or restrictions imposed by the insurance carriers. Payment in advance for said benefits shall be forwarded to the district in three (3) month increments.

2. Legislative Leave

Every person employed by the district as a permanent employee in a position requiring certification qualifications, who is elected/appointed to a full-time State or Federal legislative position shall be granted an unpaid leave of absence from their duties as an employee of the district by the Board of Trustees.

3. Medical Leave

A unit member shall have the right upon request and application to a one (1)-year medical leave for physical or psychological problems. Such leave shall be unpaid unless the unit member qualifies for compensation under the disability programs. In the event the school district and the unit member are in disagreement over the terms of granting such a leave, the unit member may elect to be evaluated by a mutually agreed upon doctor. If the school district and the unit member cannot agree on a doctor, the parties shall request the San Mateo County Medical Society to appoint a doctor for such evaluation. The union may represent the unit member at the unit member's request at all levels of this provision.

4. Military Leave

- a. Military leave of absence shall be granted as provided for in the Military and Veterans' Code of the State of California. Such leave must be verified by a copy of the military orders requiring military duty.
- b. A unit member who qualifies for military leave of absence under provisions of law, upon application, shall be granted such leave. Any salary increment which would have accrued automatically to such unit member had such leave not been taken, shall so accrue and shall become available when said unit member returns to service.
- c. Except as required by law for active duty, military leave may be granted only if the applicant attests in writing that:
  - i. Active duty for training is required for the unit member in a military program.
  - ii. Active duty for training cannot be performed at any time other than when school is in session.
  - iii. If military leave is granted, a copy of the order verifying inclusive dates of the leave must be filed with the superintendent.

5. Opportunity Leave

- a. An opportunity leave is a leave of absence without either pay or district paid fringe benefits which may be granted to a tenured unit member to accept a position with another employer to acquire experience and knowledge in the unit member's field of study.
- b. The opportunity leave shall not exceed two (2) years in duration, but if one (1) year is granted, it may be extended by the Board of Trustees.

6. Organizational Leave

To fulfill the responsibilities of representing their members, employee organizations may request in any one (1) school year a maximum of two (2) semesters or year leaves for two (2) members designated by the employee organization chairperson/president. Such leaves shall be granted at no cost to the district.

**ARTICLE XII HEALTH AND WELFARE BENEFITS**

**A. HEALTH INSURANCE**

- 1. The parties agree that effective July 1, 2018, \$550k to maintain the current unit members' health and welfare benefit contribution rates in 2018-19, to current unit members as of the effective date of this agreement.

The District shall additionally commit \$50,000 towards any increase in health benefit rate of the 2019-2020 school year.

2. Medical coverage for agreed upon health plans for full-time unit members, eligible dependents and registered domestic partners. Dependents shall be enrolled by submitting proof of eligible status with application for dependent coverage. Those teaching fourteen (14) hours but less than full-time may receive prorated benefit coverage (as allowed by the carrier).
3. Dental coverage with an annual maximum of \$2,500 coverage for full-time unit members, eligible dependents and registered domestic partners. Dependents shall be enrolled by submitting proof of eligible status with application for dependent coverage. Those teaching fourteen (14) hours but less than full-time may receive prorated benefit coverage if enrolled by October 31, 1992. The District will self-fund the dental coverage between \$1,500 and \$2,500. Unit members must submit claims directly to the District for payment of annual dental costs between \$1,500 and \$2,500.
4. \$50,000 life insurance for full-time unit members.  
Unit members may elect to purchase additional insurance for themselves, eligible dependents and registered domestic partners (if allowed by carrier) at the group rate as described in the rate chart provided by the carrier. Dependents shall be enrolled by submitting proof of eligible status with application for dependent coverage.
5. Domestic Partners Eligibility  
Unit members and partners are not related by blood or marriage. Neither member nor partner are married to another person. Both partners are at least 18 years of age. Both partners have signed under penalty of perjury a declaration of domestic partnership. Both partners have signed an affidavit declaring they share a common residence. Both partners have signed an affidavit declaring they share responsibility for basic living expenses incurred during the domestic partnership. Unit members must report to the Payroll/Benefits Department a dissolution of domestic partnership. This report is to be made in a timely manner, and no later than the end of the month following the dissolution of the partnership. A dissolution will be treated as equivalent to divorce for benefits purposes.  
Note #1: The children of a domestic partner are not eligible for coverage unless they have been adopted by the unit member or the unit member is the legal guardian. In such cases, the required documentation for adoption or legal guardianship must be provided.  
Note #2: Please note that there are IRS reporting requirements that may impact the unit member's income tax. Neither the Personnel Office nor the Payroll Department is permitted to give tax advice.
6. Long Term Disability Insurance is provided for full-time unit members who have completed two (2) full-time consecutive years within the district and pays two thirds ( $\frac{2}{3}$ ) of salary up to \$80,000 annually for both illness and accident.
  - a. When a unit member is absent because of illness or accident and has used all sick leave, that unit member will receive half ( $\frac{1}{2}$ ) pay until eligible for LTD payments.
  - b. Unit members are eligible for long term disability payments when all sick leave has been exhausted and they have been absent for one hundred eighty (180) calendar days due to illness or accident as verified by a physician.
  - c. The district will continue district-paid benefits for any unit member with less than ten (10) years service in this district for a period of six (6) months. Unit members who have ten (10) or more years service shall receive district-paid medical benefits for ten (10) years if they are Medicare eligible and seven (7) years if not.
7. Professional liability up to \$5,000,000 for all unit members.

**B. MEDICAL REIMBURSEMENT PLAN**

1. The district agrees to implement an Internal Revenue Code (IRC)\Section 125 Flexible Benefit Plan. Participation in the medical reimbursement plan is voluntary; however, the district will pay the full administrative costs for

unit member use of the IRC 125 plan. IRC regulations supersede if any item stated here is in conflict with this code.

2. Unit members may elect to designate up to the limit established by current law to be withheld from their pay as non-taxable income and placed in trust for reimbursement of health costs.
3. The district will ensure that forms for enrolling in this program are made available to all unit members wishing to participate.
4. It is the unit member's responsibility to see that the appropriate reimbursement form is submitted to the administrator of this plan for all health costs.
5. Reimbursable items shall be defined by the administrator of the plan and made available to all unit members.
6. As per the Tax Reform Act of 1984, if a unit member does not incur sufficient expenses to "zero out" their account at the end of the year, the excess money reverts to the carrier. Any excess funds will be used to defray the district and employee administrative costs for the following plan year. The district will retain 20% and the remaining 80% will be used to reduce (on an equal basis) each participant's administrative costs.
7. A unit member has three (3) months from the last day of the plan year to seek reimbursement provided the expense was incurred within the plan's fiscal year.

C. PROFESSIONAL IMPROVEMENT BENEFITS

A sum of \$800 shall be added to the basic salary schedule for each certificated person who possesses an earned master's degree from an accredited institution. A sum of \$600 shall be added to the basic salary schedule for each certificated person who possesses a second master's or an earned doctorate degree from an accredited institution.

D. REIMBURSEMENT OF DISTRICT COST OF MEDICAL PLAN

Unit members hired before January 1, 2019, may elect to withdrawal from the district health plan and receive at the end of the school year one (1) annual stipend of \$1750 minus the mandatory employer contribution to STRS pursuant to AB 2700, provided that the unit member has an alternate medical coverage that is not purchased from an exchange and meets the requirements of minimum essential coverage under the Affordable Care Act. The unit member must elect to withdraw by December 1, 2018. The unit member shall be required to provide acceptable evidence of such medical coverage and fill out a medical opt-out cash back attestation form on an annual basis. Unit members who are hired on or after January 1, 2019, and unit members who have not selected this cash-in-lieu benefit, by December 1, 2018, shall not be eligible for the cash-in-lieu benefit described above.

All unit members are able to withdraw from the district health plan at any time but will be unable to receive the stipend.

E. INCREMENTS

The District shall grant equivalent college credit on the salary schedule for District sponsored staff development courses of more than 15 hours at a rate of 1 credit per 15 hours. Certificated staff can achieve a maximum of ten (10) non-transferable credits through completion of these courses. The district and Union agree to certify selected courses as appropriate and the procedures for verification will be agreed upon and established jointly by the District and the Union.

**ARTICLE XIII RETIREMENT**

A. RETIREMENT NOTIFICATION

Unit members will receive a stipend of \$500 for notifying Human Resources of retirement for the end of the year on the form designated on the JUHSD Website by February 1st.

B. RETIREMENT BENEFITS

1. Unit members must enroll in Medicare A and B when they qualify for Medicare. After ten (10) years of continuous, full-time service, or for those hired in 08-09 and thereafter with fifteen (15) years of continuous, full-time service in the Jefferson Union High School District, a unit member may retire any time after the end of the school year in which the unit member reaches the age of fifty-five (55), or at the age of fifty (50) to fifty-five (55) with thirty (30) years STRS credit, and will continue to receive district-paid health benefits for self and

eligible dependents for a period of ten (10) years, up to age seventy-five (75), if they enroll in Parts A and B of Medicare by their 65th birthday and enrolls in the health carrier's Medicare plan. The retiree's spouse/registered domestic partner must also enroll in Parts A and B of Medicare by their 65th birthday and enroll in their health insurance carrier's Medicare plan to maintain district-paid health benefits for the ten (10) year period, or until the retiree's benefits end. It is the retiree's responsibility to notify the District Office prior to Medicare eligibility to guarantee this additional benefit beyond age 65. Dental benefits will be paid for retiree and eligible dependents for a period of seven (7) years up to age seventy (70), whichever occurs first. All new unit members hired by the district after the ratification of the 2009/10 contract, once retired, will pay into their benefits at the same rate as active unit members.

2. Cash In Lieu - Unit members retiring before July 1, 2019, may elect to withdraw from the district health plan and receive at the end of the school year one annual stipend of \$1,750 minus any required tax withholdings, provided that the unit member has an alternate medical coverage that meets the requirements of minimum essential coverage under the Affordable Care Act. The unit member must elect to withdraw by December 1, 2018. The retired employee shall be required to provide acceptable evidence of such medical coverage. New retirees retiring on or after July 1, 2019, and current retirees that have not selected this cash-in-lieu benefit, by December 1, 2018, shall not be eligible for the cash-in-lieu benefit as described above. All retirees are able to withdraw from the district health plan at any time but will be unable to receive the stipend.
3. Reimbursement - Reimbursement of the cost of medical benefits shall be provided for those retirees who move out of all district carrier HMO service areas currently covered by the district's health plans. In no case shall the benefit for any retiree exceed the dollar amount paid for the highest costing coverage of any retiree residing within the district's HMO service area. The district will reimburse the retiree on a quarterly basis for the actual cost of replacement insurance upon verification of actual expenses.
4. Flexnet - Beginning October 1, 2003, the District will no longer support the medical benefits provided by Flexnet. Current retirees and those considering retirement under this section should plan for coverage under #1, #2 or #3 of this section.
5. Retirees shall have the right to continue to enroll in the applicable plans subject to the above commitment provided this is at the retiree's own expense and is consistent with carrier requirements. Retirees who elect to continue enrollment in a group plan (or plans) shall submit premium payments to the district quarterly and shall submit such payments by the twenty-fifth (25th) day of the month prior to the quarter for which payment is due.
6. Retiring certificated unit members and their spouses or registered domestic partners may enroll in health or dental benefits due to AB 528 legislation within thirty (30) days of losing active employee coverage. If retired employees, spouses or registered domestic partners do not enroll in the health or dental care plans during this initial enrollment period, or drop coverage after their initial enrollment, the district is not obligated to offer another opportunity to enroll. However, if retired members or their spouses or domestic partners lose other coverage and can provide documentation of that loss, they shall be allowed to enroll in the health or dental plan if they do so within thirty one (31) days of losing their coverage. Certificated unit members, who become disabled and receive disability benefits from CalSTRS, are eligible to enroll if the disability is a result of injuries that are a direct consequence of a violent act. The enrollee is responsible to pay the entire cost of the premium.
7. Benefits for Surviving Spouse - Article XIX, Section G.

B. EARLY RETIREMENT

1. After ten (10) years of continuous full-time unit member service in the Jefferson Union High School District, beginning at age fifty (50) with thirty (30) years STRS credit or at age fifty-five (55) with ten (10) years STRS credit, a unit member shall be eligible for the early retirement program described below:  
Unit members electing this program will serve twenty-five (25) days per year as a consultant in a project to be chosen from a list of projects for the district as mutually decided upon each year by the union and the district and needed for the educational program in the district. A unit member may also propose projects. Both the

district and the retiree shall mutually agree to the tasks to be performed and to the evaluation criteria to be used. Such agreement shall be placed in writing.

2. The employer's commitment to the unit member choosing this program will be for a period of five (5) years or to age sixty-five (65) years, whichever comes first. This agreement will be extended from year to year by mutual consent of the parties pursuant to the successful completion of the agreement, not to exceed five (5) consecutive years or to age sixty-five (65), whichever comes first.
3. The unit member shall receive full district-paid medical and dental fringe benefits as provided other unit members in the district.
4. Pay will be granted at the rate of \$200 for each day of consultant service rendered.
5. Unit members who elect the early retirement program shall submit their requests to the superintendent by February 1.
6. Consultant activities may include, but are not limited to: demonstration teaching, orienting and providing aid to new unit members, performing research, updating curriculum guides and other learning materials, special studies in a specific subject area and/or substitute teaching. Consultant duties shall not include any clerical duties or supervisory duties unless mutually agreed to by the union and management. Consultants shall not participate in evaluations of certificated personnel.
7. Consultant services may be performed at any mutually arranged time during the year from July 1 to June 30 of the following year.
8. The retiree will submit on a monthly basis a request for payment for consultant services rendered.

C. REDUCED WORKLOAD PROGRAM FOR 55 AND OVER

1. A unit member is eligible for reduced workload at the age of fifty-five (55) or over with seventeen (17) years service in the district. A unit member who elects to participate in the reduced workload program shall have priority rights to full-time employment according to district seniority for a period of ten (10) years if there is a vacancy that corresponds to their work assignment and/or work experience.
2. In order to qualify for reduced workload under this provision, a unit member must have been employed full time for a minimum of ten (10) years in a certificated position and employed full time in a certificated position for five (5) consecutive years immediately preceding the reduced teaching effective date. Sabbaticals and Board-approved unpaid leaves do not constitute a break in service but also do not count toward the five (5) years.
3. Full fringe benefits shall be provided to participants as are provided other members of the unit.
4. The STRS computation for district and employee payments shall be computed as if the individual is at full schedule.
5. Sick leave and assignments at the school site shall be prorated.
6. Applications for reduced workload shall be submitted to the Superintendent's office beginning January 15 and will continue to be accepted until March 1 for reduced positions for the following school year.
7. Notification of reduced workload positions shall be made by the Superintendent to the individual unit member by March 15.
8. Applicants shall not be finally approved until STRS has approved the application.
9. Unit members may not participate in the plan for more than five (5) school years or beyond their 70th birthday.

**ARTICLE XIV DEPARTMENT HEAD POLICY**

A. TRADITIONAL SCHOOLS

1. Election Procedure

- a. Department heads in each high school shall be elected by the unit members in their departments for a three-year term.
- b. Elections shall be conducted by the principal/director/designee in March.



- c. Elections shall be by secret ballot. Each unit member shall cast one (1) vote for each class they teach in the department at the time of the election. Members must be present to vote.
  - d. The elected department head shall assume office on June 1. Both department heads will work together during the interim and jointly assist in the development of the master schedule.
  - e. If the department chooses not to elect a department head, the site administrator may appoint an acting department head for the following academic year.
2. Recall  
A recall election shall be held if the majority of unit members teaching in the department petition the principal/director/designee in writing.
  3. Suspension  
If the principal/director/designee determines that in their judgment a department head is not performing as provided for in this agreement, the principal/director/designee shall suspend the department head and an interim department head shall be elected under the provisions of this agreement. The suspended department head may utilize the grievance procedure for any final determination of the position.
  4. Temporary Openings  
Any department head position temporarily open shall be filled for the length of the absence of the regular department head according to the election provisions of this agreement.
  5. Departments  
All classes shall be assigned to a department. There shall be a department head for each of the following subject areas at each of the high school sites: counseling, CTE, English, mathematics, physical education, science, social science, special education, and special programs (continuation, alternative education/wilderness, and Workability), VAPA, and world languages. Individual CTE/VAPA pathways may be combined into one (1) department if a majority of all unit members throughout the district agree.
  6. Department Head Qualifications  
Department head qualifications are as follows:
    - a. Tenure (may be waived by department member vote).
    - b. Certification in a subject taught in the department.
    - c. Completion of thirty (30) units after the BA or BS degree and/or hold a masters degree in the subject field (may be waived by department member vote by sections).
  7. Compensation  
Department heads shall be compensated during the year following elections according to the number of sections within a department as follows:
    - a. Department heads with seven (7) sections or more shall receive a \$3,000 annual stipend.
    - b. Department heads with one (1) to six (6) sections shall receive a \$500 annual stipend.
    - c. Department heads for departments with seventeen (17) or more sections will perform work-related duties for one (1) day prior to the opening of school on a pro rata salary schedule basis as part of the total compensation for STRS purposes if approved by STRS.
  8. Meeting Time  
Department head meetings shall be held at a time when most department heads are able to attend. The department heads shall agree with the principal/director/designee on a regular meeting time. Release time may be provided for regular meetings with no loss of pay for the unit members. If meetings must be held on unit member's own time (prep period, lunch time, before or after school) unit members will be paid at the hourly rate which is equal to the pro rata hourly rate of Step 1 on the Day Certificated Unit Basic Salary Schedule.
  9. Duties Outside the Work Day  
Department Head attendance at Open House and Senior Awards Night shall be part of the stipend.

## B. SCHOOLS WITH SITE-BASED MANAGEMENT

A school using the Academic Council and site-based management may be exempt from the Department Head Policy, however they will receive the funds for the school that would normally pay department head stipends. The amount of funds allocated to site-based management schools will be equal to what the school would receive under a traditional department head structure.

## ARTICLE XV **EXTRA-CURRICULAR/CO-CURRICULAR ACTIVITIES**

### A. SALARY SCHEDULE

1. The employer and the union agree that the principle of equal pay shall be observed for comparable work and duties, and that all pay benefits shall apply for unit members.
2. See "Appendix A - Extra-Curricular/Co-Curricular Activities"
3. Years do not have to be consecutive. New coaches may be placed for appropriate years of service in other school districts upon the recommendation of the Athletic Director. All assignments shall be made on an equitable basis. As openings occur, priority will be given to qualified unit members without existing co-curricular assignments.
  - Range 1: Club Advisors.
  - Range 2: Freshman, Sophomore and Junior Class Advisors, Speech/Debate, Pep/Cheer, Webmaster, AVID Coordinator, Robotics.
  - Range 3: Assistant Varsity Football, Assistant Frosh/Soph Football, Frosh/Soph Basketball, Assistant Track, Assistant Wrestling, Frosh/Soph Baseball, Assistant Soccer, Golf, Assistant Badminton, Assistant Swimming.
  - Range 4: Director Student Activities, Senior Class Advisor, Drama Director, Band Director, Choir Director, Dance Director, Journalism, Yearbook.
  - Range 5: Cross Country, Varsity Football, Frosh/Soph Football, Varsity Basketball, Track, Wrestling, Swimming, Varsity Baseball, Badminton, Soccer, Tennis, Volleyball, Softball, Athletic Director, Head Water Polo.
4. A club is an after-school activity authorized by the principal/designee. A master list of such clubs shall be compiled by the district no later than November 15. A copy of such master list is available upon request. A club must have at least twenty-five (25) students by October 31 to be approved except in schools with an enrollment under 850 students in which case that school would apply for pro rata compensation based on the number of students in the club.
5. Student Activity Director
  - a. Traditional Schools: Each school site shall receive one (1) period per day for such activities. This period shall be one (1) of the teacher's five (5) regular class assignments.
  - b. Site-Based Management Schools: At schools with alternative schedules the activity director (if there is one) will be given release time during the week on the school's master schedule that would be equivalent to teaching a course. The school will receive the allotment in staffing for the additional period for release time regardless of whether anyone is designated activity director.
6. Athletic Director
  - a. Traditional Schools: Each traditional high school shall have one athletic director for girls' sports and one for boys' sports.
  - b. Site-Based Management Schools: A school using an Academic Council for site-based management is exempt from having an athletic director for girls' and for boys' sports as long as they are not participating in league sports. If teams are participating in league sports, the individual or individuals performing the duties of an athletic director shall receive pro rata pay on the extra-curricular schedule equivalent to the percentage of participation in league sports and based on the fact that two (2) individuals are normally paid in a school to perform these duties.

C. ADVERTISING AND FILLING OPENINGS

1. Within ten (10) days following each activity season, all positions that were filled by walk-on coaches or advisors, or are vacated by day certificated unit members, shall be advertised in the manner described in Article VIII Positional Changes Within the Unit in the Day School Certificated Contract.
2. For all open coaching positions, the athletic director will make recommendations for hiring to the principal/designee.
3. If no day certificated unit members apply for open positions, a walk-on coach or advisor may be hired following the season.
4. Every effort will be made to fill all vacancies within thirty (30) days following each activity season.

D. EVALUATION

1. The athletic director shall be responsible with the principal/designee for assisting, guiding and evaluating all walk-on coaches.
2. The athletic director must be readily available to assist with any problem areas during the sport season, and must directly observe behaviors, practices, and skills of the walk-on coach they will evaluate.

**ARTICLE XVI SPECIAL PROGRAMS (SB 813 FUNDED)**

A. Tenth Grade Counseling Program

1. General Purpose:

This program ensures that each student receives a systematic review of academic progress, educational and occupational options. This review shall occur prior to the end of the tenth grade or whenever a student reaches age sixteen (16), determined by which occurs first.

2. Procedures:

- a. Provide additional counseling/advising time during the school day for identification of students who are not progressing satisfactorily toward graduation or who are not motivated toward educational and occupational goals appropriate to their ability.
- b. Interview each student identified to determine possible areas of concern and make referrals to the appropriate resources as needed for additional help (e.g., psychologist, Vocational Assessment Center, counselor, Youth Service Bureau, etc.).
- c. Contact and inform parents of the program and of the resources available to assist students in solving problems, appropriate occupational assessment and academic counseling. Keep parents informed of student progress on an ongoing basis.

3. Funding:

The personnel and administrative costs for the program shall not exceed that amount provided by the state for this purpose. The state funding shall be appropriated first to the cost of personnel; any monies in excess of the cost of personnel will be appropriated to the schools proportionate to their respective enrollments.

4. Steps for Implementation:

For the duration of this contract and as long as state funding exists for this program, a certificated position will be created in the counseling department of each of the traditional high schools during the school day. The persons in this position will be responsible for the tenth grade counseling program procedures as described in this contract. In schools with site-based management, the Academic Council will ensure that the requirements of this program are met by certificated staff within the school.

**ARTICLE XVII PROVISIONS FOR RESTRUCTURING**

A. PROCESS FOR PLANNING AND IMPLEMENTING SITE-BASED MANAGEMENT AND RESTRUCTURING

To restructure, a school must have site-based management. To have site-based management, a school must have an approved school site plan and an Academic Council.

### 1. Establishing An Academic Council

- a. The certificated staff must be the first group to demonstrate a willingness to participate in restructuring and/or site-based management. Such willingness will be demonstrated by an affirmation of two thirds ( $\frac{2}{3}$ ) of the certificated staff to authorize the development of a school site plan and for the election of an Academic Council. The vote will specify whether the school proceeds directly to the establishment of an Academic Council or develops a school site plan first.
- b. If the school proceeds directly to the election of an Academic Council, the newly elected Academic Council's first task would be as an interim planning committee to develop the school site plan. If the vote is to develop a school site plan first, a planning committee will develop the school site plan for restructuring/site-based management. The Academic Council would be elected after the approval of the school site plan. Parents, students and other staff may also be involved in the planning.
- c. The school site plan must detail the duties, responsibilities, authority and make up of the Academic Council. The Academic Council may be given virtually any power given to the school site administration and department heads in the contract. In addition, there is specific language throughout the contract that details other duties, responsibilities and authority the Academic Council may be given. The school site plan may give the Academic Council all or only some of these powers.
- d. The Academic Council may have a certain time of the school day or week assigned to Academic Council functions. Any such plan must be part of the school site plan. Resources to pay for this time may come from these sources:
  - i. Reallocation of department head periods
  - ii. A diversified staffing plan
  - iii. Reallocation of school budget funds
  - iv. Restructuring of the school day or week
  - v. Funding through other monies available from grants and other possible state funds.

### 2. The Academic Council

An Academic Council may, within the scope of the contract:

- a. Serve as an interim committee to develop the school site plan.
- b. Plan staff development activities to further the education of the staff on restructuring.
- c. Manage and allocate school budget funds as a part of the school site plan.
- d. Set and revise school policies and practices according to the school site plan.
- e. Serve as an on-going site-based management team to deal with major policies and practices relating to the instructional program including budget, curriculum, master schedule and facilities.
- f. Evaluate and assign unit members and staff according to the school site plan.
- g. Recommend the hiring of unit members.

### 3. Process For Implementation

- a. For the Academic Council to be fully implemented and given authority to act, the school site plan must be approved by an affirmative vote of two thirds ( $\frac{2}{3}$ ) of the certificated staff in the school and the concurrence of the principal.
- b. After approval by the staff, school site plans must be submitted to the AFT Executive Board for review and approval, and to the Superintendent and Board of Trustees for final approval.

### 4. Academic Council Selection Process

Once a faculty has authorized the election of an Academic Council, the following selection process will be used:

- a. There shall be a minimum of five (5) council members and a maximum of seven (7). The council shall be comprised of the principal, one (1) elected BISS representative, and three (3) to five (5) other

representatives elected by the certificated staff. The staff is encouraged to add a parent and a student for which representation may be extended to nine (9) members.

- b. The principal will request nominations from certificated staff by giving each certificated person a written request for nominations on a time-line that corresponds to the school plan. Nominations will be taken from the BISS unit members on a separate request for nominations.
  - c. Certificated and Classified staff will submit written nominations (only with the consent of the nominee) to the principal.
  - d. The principal will prepare a ballot including the names of all nominees. Each certificated person will have the opportunity to vote for the total number of elected certificated members that will comprise the council. BISS employees will vote for one (1) BISS representative.
  - e. The certificated candidates will prepare a written statement of philosophy or purpose with respect to serving on this council. These statements will be distributed to each certificated person prior to a specially-called faculty meeting during which a question and answer session with each candidate will be provided. There will be a secret ballot election following this meeting.
  - f. Classified members will hold a question and answer session and may prepare a written statement indicating their interest and experience. Classified members will turn in their ballots to the principal. The Classified candidate receiving the largest number of votes will be elected.
  - g. The principal, the AFT building representative, and one (1) department head (chosen by the department heads) shall tally the ballots. The department head chosen to participate in the tallying of the ballots shall not be a candidate.
  - h. Members of the Academic Council shall be announced in writing to all staff.
  - i. The term of office shall be for three (3) full academic years and any part of the election year in which council members would take office as per the school site plan. If staffing or sections are affected, the plan should begin at the beginning of a semester with sufficient lead time for construction of master schedules. In the event a member vacates their seat on the council, an election shall be held to fill the seat within three (3) weeks of notification that the seat will be vacated. As of 2005/2006 Oceana waives the provision calling for three-year terms and implements two-year terms until the Academic Council notifies the Union and the District that three-year terms can be restored.
  - j. A council member may be recalled by a faculty (if certificated member) or Classified employees (if Classified member) at any time. The recall occurs if the faculty or Classified employees submit a petition for recall to the principal signed by 50% + 1 of the total unit of employees in that school.
5. Process To Be Used In Site-Based Management By The Academic Council
- a. The purpose of site-based management is to empower the staff to make the decisions affecting their overall functioning as an educational delivery system.
  - b. The Academic Council members are elected representatives and must approach problem-solving by setting up a process that involves the participation of all of the immediate or primary stakeholders whom the decision will affect. (e.g. In a decision or problem involving a conflict among divisions, departments or houses, a meeting of representatives not on the Academic Council from those houses might be called and facilitated by members of the Academic Council to assist these individuals in discussing and arriving at a decision or solving a problem among themselves.)
  - c. The goal of the Academic Council in decision-making is to avoid a unilateral top-down style of management; to facilitate the active involvement of all concerned parties in the decision-making; to find creative ways of dealing with managing the school environment in order to avoid conflict and tension among the staff; and to help all stakeholders feel a valuable part of the whole.
  - d. Decisions shall be made by consensus as defined here:  
CONSENSUS: A systematic process used by a group to make decisions which everyone can support. A consensus decision has been reached when:

- i. All group members agree to support the decision though it may not be everyone's first choice;
  - ii. Everyone is committed to the decision as if it were the first choice of all group members;
  - iii. Each participant agrees that he or she had had an equal opportunity to influence the decision; and
  - iv. No one raises an objection when the group leader calls for consensus approval of a decision.
  - e. If decisions cannot be reached by consensus, the council may choose to delegate the decision to a committee of at least three (3) consisting of the principal and two (2) elected representatives.
  - f. The principal must concur with the decisions; if they do not concur, the rationale for disagreement will be put in writing and given to the Academic Council.
  - g. The Academic Councils are required to meet regularly, but not less than once a month.
  - h. The Academic Council meetings shall be scheduled at the convenience of the participants.
  - i. Each Academic Council shall select a chairperson responsible for setting the agenda; facilitating the meeting or providing a facilitator if needed for any particular meeting; ensuring that the consensus process is followed; and ensuring that the decision-making process involves all stakeholders.
  - j. Each Academic Council shall select a recorder responsible for taking minutes of each meeting; distributing the minutes in a timely fashion to all staff members; maintaining a file at the school of Academic Council records.
6. Disbanding The Academic Council

An Academic Council will be disbanded at a time proposed by a petition requesting the same which is signed by two thirds ( $\frac{2}{3}$ ) of the certificated staff and is submitted to the principal. The Board of Trustees or the AFT Executive Board may call for the disbanding of the Academic Council if this would be in the best interests of the district or the union. At that time, the school structure in place immediately before the existence of the Academic Council will be reinstated unless another plan is submitted and approved.

## **ARTICLE XVIII PROFESSIONAL RIGHTS**

### **A. PRIORITY HIRING FOR SUMMER SCHOOL POSITIONS**

Day Certificated Unit Members presently employed in the district who are qualified by certification and experience in the subject area(s) shall receive priority consideration for summer school positions and for adult school positions provided that the existing adult school teachers are not displaced.

### **B. ASSIGNMENT OF INSTRUCTIONAL AIDES**

Instructional aides shall be assigned with the teacher's consent. The aides shall work under the direct supervision of the teachers. Aides shall not perform teaching duties.

### **C. CONTINUING EDUCATION**

No unit member shall be required under penalty of reduction of salary to pursue studies beyond those required to obtain professional status.

### **D. CURRICULUM**

The district agrees that the union has the right to be involved in curriculum development and the selection of materials of instruction as desired.

### **E. ROOM USAGE**

Specially equipped rooms such as shops, home economics rooms, typing rooms, science labs, etc., shall be used for the purposes for which they were designed and equipped except where no other facilities are available.

### **F. DINING FACILITIES AND LUNCH**

The employer shall provide adult dining facilities. A variety of nutritional selections will be available for at least three fourths (0.75) of the lunch period.

### **G. PROFESSIONAL LIBRARIES**

A professional library section shall be established within each high school and will be updated regularly with books and resource materials that pertain to the focus and problems of the school and current educational research.

H. SENIORITY LIST

An up-to-date seniority list shall be maintained by the employer for day school employees and one for adult school employees. A copy of each shall be shared via district email or shared electronic drive to all employees and the union by October 15 of each year and available upon request.

I. INSTRUCTIONAL SUPPLIES

The employer will make every effort to maintain the instructional supplies, technology equipment and software at a level consistent with the recommendations forwarded from the district and site technology committees.

J. SELECTING SUBSTITUTES

Teachers may name the substitute of their choice from the district's substitute list and notify the district office of their choice. The district shall replace the absent teachers with the named substitutes whenever possible. The district will attempt to replace a teacher with a substitute on the same day a teacher notifies the district of the impending absence.

K. RESTROOMS

All unit members will have the use of clean, well-maintained restrooms.

L. CHALLENGING STUDENTS

Every effort shall be made by the administration to program a student's classes in such a manner as to challenge the academic potential of each student. In schools with site-based management every effort will be made by the staff to ensure that the academic potential of each student is challenged.

M. STUDENTS ASSIGNED TO UNIT MEMBERS

Each student receiving on-campus credit shall be assigned to a unit member at that school except when a site-based management school is electing to have the administration teach.

N. RESOURCE CENTERS

1. A resource center shall be provided in each school. Each resource center shall provide services to the unit member in the form of typing, duplicating and copying (consistent with staff utilization). Such services shall be provided on a first-come, first-served basis.
2. Schools using site-based management may decide through that process how the unit members receive services such as typing, duplicating and copying from the resource center.

O. REASONABLE ACCESS TO OFFICE EQUIPMENT

During the hours the facilities are open, unit members shall have reasonable access to the copying machines, fax machines, and computers before, during and following school hours.

P. DISCIPLINE

1. Unit members shall not be disciplined without cause.
2. A unit member may request (and be provided with) a union representative at any disciplinary meeting.
3. The following just cause guidelines shall be recognized:
  - a. The unit member shall be adequately informed of the consequences of their conduct.
  - b. The district's rules, regulations and policies shall be reasonable and related to the efficient operation of the district.
  - c. A fair and objective investigation shall reveal the necessity for disciplinary action.
  - d. Rules, orders and penalties shall be applied fairly and equitably.
  - e. Disciplinary action shall be appropriate and reasonably related to the nature of the offense.
  - f. Behavior of such a nature requiring immediate action shall follow appropriate board policies and education code.
4. The principal/director/designee shall meet with the unit member to discuss the act(s) or omission(s). The principal/director/designee shall advise the unit member of the steps to be taken to correct the act(s) or omission(s).
5. If the unit member does not correct their conduct, a written reprimand may be issued.
6. The discipline shall be administered in a timely manner.
7. The unit member shall be permitted to respond in writing within 5 days of any discipline action.

## **ARTICLE XIX ACADEMIC FREEDOM**

- A. Unit members shall have the right to introduce, present, discuss and analyze controversial material in class consistent with the course content. Unit members shall have the responsibility to present all sides of a controversy. If outside speakers are brought in to discuss a controversial subject, unit members shall bring in outside speakers from opposing sides in an effort to enable students to respect free speech in a democratic society.
- B. Unit members shall have the right to express their personal opinions on all matters relevant to the course content provided, however, when they do so they shall indicate that they are speaking personally and not on behalf of the employer.
- C. The classroom teacher is responsible for the evaluation of students' work, the selection of appropriate learning materials consistent with the course of study as they relate to course content in the presentation of materials to students, and the planning of lessons.
- D. The classroom teacher is responsible for the awarding of grades according to the provisions of the State Education Code.

## **ARTICLE XX EVALUATION PROCEDURES / PEER ASSISTANCE & REVIEW**

### **A. GENERAL PROVISIONS FOR EVALUATION**

- 1. The primary purpose of evaluation of unit members is to promote a more effective instructional program/program in a continuing process. The primary purpose of the written evaluation procedure of unit members is to improve instruction/programs.
- 2. Certificated personnel with permanent status in the district shall be evaluated in writing every other year for their performance on two (2) of the six California Standards for the Teaching Profession (CSTP) and item #7 listed on the Summary Evaluation Form (Ancillary Duties and Responsibilities). Evaluation summaries shall be completed no later than thirty (30) days before the last school day scheduled on the school calendar adopted by the governing board for the school year in which the evaluation takes place. Pursuant to Chapter 566, amending California Education code 44500 and 44664, highly qualified teachers who have served the district for ten (10) or more years and whose previous evaluation rated the teacher as meeting or exceeding standards shall be evaluated every four (4) years. Principals reserve the right to notify teachers of an interim evaluation. Teachers who receive a "Needs Improvement" in the Evaluation Summary shall be notified they are subject to an interim evaluation.
- 3. Non-permanent personnel shall be evaluated in writing annually for their performance on each of the California Standards for the Teaching Profession (CSTP) and Ancillary Duties per item #7 on the Summary Evaluation Form. Initial conferences shall be held no later than November 15 with the written evaluation summaries completed within thirty (30) days of the initial classroom observation, but no later than May 1.
- 4. The evaluation shall be conducted by the principal to whom the individual unit member is directly responsible. Although the evaluation may be delegated to another administrator, the principal is ultimately responsible for all evaluations.

### **B. EVALUATION PROCEDURES**

- 1. At the time a pre-observation conference is scheduled, the evaluating administrator and unit member (in the case of permanent employees) will decide which two (2) of the six (6) standards (CSTP) will be evaluated. Each evaluation cycle should focus on two (2) standards that were not seen in the prior evaluation; however, either the unit member or the administrator may request that one (1) standard from a prior evaluation be repeated.
- 2. A pre-observation conference shall be held between the evaluator and unit member to review the evaluation process and Initial Conference Form prepared by the unit member. The unit member and evaluator will agree on which class will be both observed and examined. In addition to a classroom observation, the evaluator will examine the following data: course syllabus and outcomes, a year long plan for instruction and assessment, a detailed unit plan including assessment tools, and a broad sampling of student work reflecting the prescribed outcomes. Other classes may be observed.



3. A concluding conference shall be held to review the evaluation and shall include a written summary, with appropriate commendations and recommendations, placement on the agreed upon rubric, and a discussion of next steps for professional development.
4. All evaluation shall be done within the context of the instructional program(s) but will also include the performance of non-instructional responsibilities, such as supervisory and advisory duties (Item #7 on the Summary Evaluation Form).
5. Observed behavior, which is to be cited by the evaluator in the evaluation and that was not seen during a formal observation must have been brought to the attention of the unit member within five (5) working days of its occurrence.
6. Each unit member has the right to make a written response to any evaluative material. This response, including any evidence cited in the response, shall be attached to and filed with the original document.
7. If the evaluation leads to a referral to Peer Assistance and Review (PAR), the rules governing PAR will apply.

C. PEER ASSISTANCE AND REVIEW PROGRAM PURPOSE

1. To provide professional assistance as well as continuous staff development in subject matter knowledge and/or teaching strategies to unit members for the purpose of improving student performance. Further, PAR seeks to encourage a culture of collaboration and self-reflection to improve classroom practice.
2. To implement the process of peer assistance and evaluation.

D. THE STRUCTURE AND RESPONSIBILITIES OF THE PAR COUNCIL

1. A PAR Council will consist of five members, three appointed by the Union and two (2) appointed by the District for a term of two (2) years, with the first team staggered by one Union and one District member serving for three years. The Council will establish the operational procedures of the Council. The PAR Council will be coordinated by an administrator, "Coordinator," designated by the Superintendent. A union "Co-Coordinator" will be assigned by the Union.
2. The PAR Council will meet a minimum of four times during the school year. A yearly stipend of \$1000 will be paid to the three unit members on the PAR Council.
3. The PAR Council and Consulting Teacher(s) shall be invited to the district's ongoing training program for administrators relating to evaluation. This training shall be offered annually.
4. The PAR Council will be responsible for selecting Consulting Teachers, as well as evaluating their performance and providing them with training opportunities as needed.
5. The PAR Council will implement the provisions of the PAR program in alignment with the law including but not limited to monitoring the activities of Consulting Teachers, making recommendations to the School Board regarding status of referred unit members.
6. All documentation and information related to participation in the PAR Program shall be regarded as confidential personnel material and, as such, is subject to the confidentiality requirements of state law.
7. The PAR Council is responsible for reviewing the final reports prepared by Consulting Teachers and principals. It shall make recommendations to the School Board regarding the status of referred permanent unit members with respect to further employment.
8. The PAR Council is responsible for setting timelines and overseeing and monitoring the assistance and evaluation process in the case of unit members who have been referred.
9. The PAR Council is responsible for evaluating annually the impact of the PAR program in order to recommend improvements.

E. PARTICIPATING AND CONSULTING TEACHERS

1. Participating unit members are unit members who receive assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching. There are three categories:
  - a. All new unit members eligible for the Teacher Induction Program will be assigned a trained Induction Support Provider. Those not eligible for the Teacher Induction Program will be assigned to an appropriate program of support and initiation to the District.

- b. Experienced unit member Participants: Permanent unit members who have received a "Needs Improvement" rating by the Principal on the JUHSD Summary Evaluation Form may elect to participate in the PAR program. Permanent unit members who receive an "Unsatisfactory" evaluation will be referred for mandatory participation in the PAR program.
  - c. Volunteer unit member Participants: A permanent unit member who seeks to improve their teaching practice may request the PAR Council to assign a Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher will play no role in the evaluation of the teaching performance of a Volunteer Day Cert Unit Participant. The Volunteer unit member may terminate their participation in the PAR program at any time without a requirement to give a reason. Unless requested by the Volunteer unit member, information obtained by the Consulting Teacher while working with the Volunteer unit member cannot be utilized in the evaluation process and/or as the basis for mandatory participation in the PAR process.
2. Consulting Teachers are permanent unit members who provide assistance to Participating unit members pursuant to the PAR program. They will possess the following qualifications:
    - a. At least seven years of recent experience in the District as a classroom teacher.
    - b. Demonstrated exemplary teaching ability.
    - c. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet the needs of pupils in different contexts.
    - d. Ability to communicate effectively both orally and in writing.
    - e. Ability to work cooperatively and effectively with others.
  3. The Consulting Teachers will provide assistance which will typically include:
    - a. Setting and discussing performance goals with the Participating unit member and assisting in developing an Individual Performance Plan based on the California Standards for the Teaching Profession as adopted by JUHSD.
    - b. Making multiple observations of the Participating unit member during periods of classroom instruction.
    - c. Demonstrating effective teaching techniques and strategies.
    - d. Using school district resources to assist the Participating unit member.
    - e. Monitoring the progress of the Participating unit member and maintaining a written record of participation.
    - f. Making status reports to the PAR Council for a referred Participating unit member about the nature of the work that the Participating unit member is doing to improve. Making summary reports based on observed data, classroom observations, and their status in making progress on the Individual Performance Plan.
  4. The Consulting Teachers will be selected, trained, monitored and compensated as follows:
    - a. In order to fill the position of Consulting Teacher, a notice of vacancy will be posted via district email or shared electronic drive to all employees and the union. In addition to submitting an application form, each applicant is required to submit at least three references from individuals who have direct knowledge of the applicant's abilities to be a Consulting Teacher.
    - b. Consulting Teachers shall be selected by a majority vote of the PAR Council. The number of Consulting Teachers in any school year will be determined by the PAR Council based upon participation in the PAR Program, the budget available and other relevant considerations.
    - c. Consulting Teachers will be trained to both offer peer assistance and understand the specific functions of the PAR Program. The Council will monitor and evaluate the effectiveness of the Consulting Teachers and will be responsible for their evaluation. The PAR Council will make decisions regarding their participation in the program.
    - d. Models for Consulting Teacher positions include full-time, part-time, and extra duty. The term of a full-time Consulting Teacher will be three years, and the Consulting Teacher may reapply after returning to the classroom for one (1) year. The ratio of 1.0 FTE Consulting Teacher to Participating unit member is 1:15, with a referred unit member counting as two assignments.

- e. Compensation for Consulting Teachers will be established by the PAR Council within the context of available PAR monies and the complexity of needs for assistance. Both stipends and an hourly compensation rate will be considered.
- f. Upon completion of the assignment, every consideration will be given to return full time Consulting Teachers to their previous school and teaching assignment.
- g. Unit members who are members of the PAR Council or who act as Consulting Teachers are provided the same protections from liability and shall have access to appropriate defense as other school employees in matters related to the exercise of their responsibilities.

F. THE PEER REVIEW AND ASSESSMENT PROCESS

1. When a permanent unit member is evaluated by the site administrator, using materials that reflect the California Standards for the Teaching Profession, and is found to "Need Improvement" in one or more of the standards, the unit member may choose to participate as a Volunteer Participating unit member and be assigned a Consulting Teacher. The "Needs Improvement" category is the first and only step to be taken at the beginning of the evaluation process if the evaluator deems the unit member's work to be below standard. At this point, the principal will offer the unit member the option of choosing to voluntarily participate in the PAR program.
2. The participating unit member will choose from a list of available Consulting Teachers and may address the PAR Council to request a change in Consulting Teacher, giving reasons for such request. The PAR Council will make every effort to accommodate these requests from the available Consulting Teachers at that time.
3. The evaluation will remain with the principal while the unit member works with the Consulting Teacher and develops a plan. The Consulting Teacher will discuss this plan with the principal.
4. By the end of the school year, the principal will conduct the second part of the evaluation cycle. If improvement has been demonstrated and the evaluation is "Satisfactory" or above in all of the Standards, the evaluation cycle will be complete and the unit member will be exited from the PAR program. The principal will be available to the PAR Council to answer questions about the evaluation.
5. If the unit member still receives a "Needs Improvement" or an "Unsatisfactory" in the Evaluation Summary, he or she shall be referred to the PAR program for the next school year. In all cases, all evaluations will become part of the unit member's personnel file.
6. At the beginning of the next school year, the referred participating unit member and the Consulting Teacher will construct an improvement plan and begin working together. The participating unit member may request a change in Consulting Teachers in writing with specific reasons for the request, and the PAR Council will make every effort to accommodate such requests. The PAR Council and Consulting teacher shall have access to the referring evaluation and observation notes. The consulting teacher shall receive a copy of the referring evaluation from the site administrator. Names will be redacted.
7. At the completion of the improvement plan, but before the end of the school year, the Consulting Teacher will provide the PAR Council with a summary which will enumerate the nature and the results of the work done to improve the unit member's performance, as well as all conferences and professional workshops attended, and observations made. The Consulting Teacher will discuss this report with the participating unit member at least ten days prior to submission to the PAR Council. In addition, the principal will be notified by the Consulting Teacher that the improvement plan is complete, and the principal will conduct a final evaluation in the standards on which work was done. The principal will discuss this evaluation with the participating unit member at least five days before the Par Council meets to consider it. Both Consulting Teacher and principal will be available to the PAR Council to answer questions about these materials.
8. The permanent unit member has the right to attend the PAR Council meeting at which the summative report is presented and to address the PAR Council. The permanent unit member has the right to representation by the union at this meeting. At the conclusion of this discussion, the PAR Council meeting to discuss possible personnel action which could result in termination of employment is attended only by the Council and the Superintendent..

The PAR Council must consider the information provided by the Consulting Teacher and the principal in determining its recommendation.

9. The PAR Council will determine if the unit member should continue working with a Consulting Teacher, is released from the program due to a "Satisfactory" or above in the areas in which the unit member has been working, or should be referred to the school board for personnel action as provided by the provisions of the PAR program. A second consecutive "Needs Improvement" requires continued participation in the PAR program.
10. The principal will complete the final evaluation within the school year that the original evaluation took place. The unit member has the right to attach a statement to the evaluation. It will be reviewed by the PAR Council to determine if timelines and procedures were followed and appropriate assistance offered.
11. All decisions to refer unit members for intervention through this program shall not be subject to the grievance procedure. The contents of reports and decisions made as a result of those reports are not subject to the grievance procedure.
12. Nothing herein shall modify or in any manner affect the rights of the District/Governing Board under provisions of the Education Code relating to employment, classification, retention or non-reelection of certificated employees. Nothing herein shall modify or affect the District's rights to issue notices of unsatisfactory performance (and/or unprofessional conduct) pursuant to Education Code Section 44938.

#### **ARTICLE XXI STAFFING**

- A. The employer will make every effort to continue to employ unit members according to the provisions of the State Education Code.
- B. In the event decreasing enrollment necessitates lay-off, the district shall abide by the State Education Code except where unit members have the same hiring date. In these cases lay-off shall be by inverse seniority. All such procedures shall be consistent with the provisions of the contract.
- C. The district shall make an effort to actively recruit qualified applicants in fields where there are few candidates prior to actual openings. When openings are known, the district will begin recruitment immediately from the first date of the known vacancy.

#### **ARTICLE XXII ASSIGNMENT PROCEDURES**

##### **A. DAY SCHOOL TEACHER ASSIGNMENTS FOR TRADITIONAL SCHOOLS**

1. All day school teachers shall be given notice of the status of their following year class schedule, subject assignments, building and room assignments not later than the last day of the Spring term. If, following this notification, circumstances dictate additional changes to the master schedule, the teacher(s) involved shall be notified immediately with copies to the union.
2. All newly-hired teachers shall be given notice of departmental assignment and a tentative class schedule at the time of employment. Final notification shall be in accordance with the procedures set forth above.
3. In order to assure that students are taught by teachers working within their areas of competence, teacher assignments shall be based upon their certification, major/minor fields of study, prior teaching and/or work experience and demonstrated teaching skills.
4. Every effort shall be made to assign teachers to a schedule of classes that requires no more than three preparations, an equitable assignment of classes by levels of ability, and no more than one (1) room change per day. Site administration will consult with the union's building representative to resolve exceptions to this assignment effort.
5. Teachers who teach a class with split levels (e.g. Spanish I, II and III) shall not be assigned more than one (1) class with split levels and shall not be given more than three (3) preps.
6. Locker Room Supervision: The district strives for balance in gender when hiring PE teachers, but will not allow this issue to dictate or preclude the hiring of the best candidate for a given position. In the event of fewer than

two (2) teachers per gender in a given school site in a given year, the school will submit a plan for locker room supervision to both the District and the Union.

**B. DAY SCHOOL TEACHER ASSIGNMENTS FOR SCHOOLS WITH SITE-BASED MANAGEMENT**

1. The creation of the master schedule, subject assignments, building and room assignments, shall involve the certificated staff through site-based management.
2. Newly-hired teachers who cannot be involved in the creation of the master schedule shall be given a tentative schedule at the time of employment.
3. Teacher assignments shall be based upon credential and major/minor fields of study. To accommodate the nature of a restructured school, and assuming the appropriate waivers can be obtained from the California State Department of Education, assignments may be based on other criteria. However, no teacher will be assigned to a subject area for which they are not appropriately credentialed without their permission.
4. Locker Room Supervision: The district strives for balance in gender when hiring PE teachers, but will not allow this issue to dictate or preclude the hiring of the best candidate for a given position. In the event of fewer than two (2) teachers per gender in a given school site in a given year, the school will submit a plan for locker room supervision to both the District and the Union.

**C. SUMMER SCHOOL ASSIGNMENTS**

1. A list of subject areas to be taught shall be posted with the position between February 1 and March 1.
2. Teacher/Counselors shall submit applications to the personnel office within 10 days of the posting.
3. Tentative notification of each teacher's/counselor's assignment will be made between March 1 and April 15. Unassigned teachers/counselors shall also be notified. Final summer school teaching/ counseling assignment notification will be made by the summer school principal by May 1.
4. Teacher assignments in activity classes: i.e., science, industrial arts, fine arts, homemaking, librarian, and special education will be offered first to host school personnel.
5. When a teacher/counselor has taught summer school two (2) of the previous four years, that teacher's/counselor's name will be put at the bottom of the list for summer school assignment. In order to assure that students are taught by teachers working within their areas of competence, teacher assignments shall be based upon their certification, major/minor fields of study, prior teaching and/or work experience and demonstrated teaching skills. If there is more than one (1) equally eligible candidate, the candidate with the highest seniority in the district will have preference except for activity classes as described above.
6. Whenever a teacher/counselor is paid by unrestricted general funds for summer work, that person shall be selected under the summer school hiring process.

**ARTICLE XXIII MAXIMUM/MINIMUM CLASS SIZE LIMITATIONS**

**A. TRADITIONAL SCHOOLS**

1. The parties agree that class size limitations for the traditional high schools shall be computed on the basis of the actual number of students enrolled in each classroom.
2. After thirteen (13) teaching days in the Fall and ten (10) in the Spring, teachers shall have a total daily student contact number not to exceed one hundred seventy (170) students. This shall be pro-rated for part-time teachers.  
Teacher daily student contact maximums may be exceeded if the site administrator and the teacher agree in writing detailing the specific needs warranting such exceptions.
3. No class shall have more than thirty four (34) students, except as noted in 4 below.
  - a. Individual class size maximums may be exceeded if the site administrator, the teacher, and the department head agree in writing detailing the specific needs warranting such exceptions.
  - b. A maximum of one (1) student Teacher's Assistant (student T.A.) will be assigned per class, unless mutually agreed to by the teacher and the site administrator.

- c. The district will make a good faith effort to equitably distribute students who receive special education services among general education classes within a department.
- 4. Class size in laboratory or other activity classes involving learning stations or special equipment shall not exceed the number of stations in the room as defined below:
 

Advanced Placement Classes	32
Career Technical Education (CTE) Courses	32
Physical Education	38
Science Labs	32
Students Learning English Classes	25
Visual and Performing Arts (VAPA) Courses	32

The average class size of a course designed for Students Learning English of multiple sections shall not exceed twenty five (25) with no class above thirty (30). If only one (1) section exists, a new section will be created when the enrollment reaches thirty (30), unless otherwise agreed by the teacher and site administrator. Individual class size maximums in physical education may be exceeded if the site administrator, the teacher and the department head agree in writing detailing the specific needs warranting such exceptions.

- 5. Support service personnel include counselors, librarians, psychologists, technology curriculum coordinators, systems coordinators, site technology coordinators, Standards Implementation Project Coordinators, grant writers and work experience coordinators. The maximum load for support service personnel shall be determined by the following:
  - a. At each traditional high school site, the maximum load for each full time counselor shall be 550 (110 per section). Parties agree that while the Parcel Tax is in place, the District will staff counselors at approximately 400:1 (80 per section). The district will add another section once all counselors at a given school site have an additional eight (8) students on their caseload. In no event shall the maximum load for any full time counselor exceed 500 (100 per section).
  - b. At each traditional high school site, the maximum student contact responsibility for each attendance supervisor shall be based on the following:
    - One (1) period at a projected enrollment of 400 students.
    - Two (2) periods at a projected enrollment of 600 students.
    - Three (3) periods at a projected enrollment of 1,000 students.
    - Four (4) periods at a projected enrollment of 1,400 students.
    - Five (5) periods at a projected enrollment of 1,800 students.
    - Six (6) periods at a projected enrollment of 2,000 students.
    - Seven (7) periods at a projected enrollment of 2,200 students.
 Jefferson and Westmoor High Schools will be allotted two (2) additional sections of attendance supervision and Oceana will be allotted one (1) additional section of attendance supervision. All four schools will each be allotted \$2,625 to conduct an after-school detention.
  - c. There shall be one full-time librarian for each high school site having 600 students or more. For fewer than 600 students, the prorated assignment will be based on one (1) period per 120 students.
  - d. The district agrees to provide psychological services as needed for program continuity.
  - e. There shall be a special service counselor for each school with 800 students. For schools with less than 800 students, the assignment of sections shall be as follows:
    - For schools with between 600 and 799.....Three (3) periods
    - For schools with between 400 and 599.....Two (2) periods
    - For schools with between 200 and 399.....One (1) period
  - f. There shall be one fifth (0.2) FTE allotted to each school with an enrollment greater than 400 to be used for a student government class.

- g. An additional seven-tenths (0.7) sections shall be added for every fifteen (15) Mild/Moderate students at each traditional high school.
  - h. The district shall provide district-wide technology coordination services (System Coordinator and Technology Curriculum Coordinator) as needed for program continuity.
  - i. The district will provide grant-writing services (Grant Writer) as needed.
6. The Continuation Program shall have a maximum class size of twenty (20) students.
  7. The Adult Transition classes will have a maximum class size of fifteen (15) students.
  8. Each CEEP class shall have a maximum enrollment of twenty seven (27). Enrollment of students in CEEP is restricted to the first twenty (20) days of each semester.
  9. Moderate/Severe
    - a. The maximum class size for the Moderate/Severe shall be fifteen (15) students. When the class size reaches fourteen (14) students, the district will hire a three (3) hour paraprofessional instructional aide. The paraprofessional shall be assigned to the class for the time the class enrollment is fourteen (14) or fifteen (15) students.
    - b. The maximum class size in Moderate/Severe may be exceeded if the site administrator and the teacher agree in writing to such an exception.
    - c. Teachers are responsible for direction of paraprofessionals to best meet student needs, but do not serve in any supervisory capacity. Paraprofessionals are only to be supervised by their designated Site Administrator.
    - d. Special Education Teachers, both Mild/Moderate and Moderate/Severe, will use additional timesheeting after their normal work hours for case management per Side Letter Agreement - March 30, 2017 unless a teacher is assigned two (2) preparation periods in their schedule. An additional preparation period will be assigned when management determines it can fit two (2) preparation periods in their schedule (due to student scheduling needs) and will be used to perform IEP and case management duties.
    - e. Pursuant to the March 30, 2017 Side Letter, teachers may submit timesheets for case management outside of work hours by using the following process instead of any other previously required process:
      - i. Obtain prior approval from site principal for case management activities in writing (i.e. email)
      - ii. Fill out a green sheet, specifying time spent on case management activities (paid at individual teacher's hourly rate) and IEP meeting time (paid at the current substitute rate)
      - iii. Obtain principal's signature
      - iv. Timesheets are reviewed by district staff to ensure proper completion and shall not nullify previous approval
  10. Where State or Federal law prescribes number limits, they shall be followed.
  11. Maximum class size for remedial classes shall be established at twenty (20) students. The number of remedial classes per school shall be based on the number of eleventh grade students performing three grades below grade level in reading and/or mathematics. Results of the standardized test administered to tenth grade students shall be used to compute this number. The district limit of 3.2 teachers shall be allocated to schools on a pro rata basis to be used for students designated as remedial. Remedial sections shall be utilized by each school in whatever subject area or grade level considered to be most beneficial for that school by the site administrator in consultation with the department heads.
  12. Classes below fifteen (15) students as of thirteen (13) working days after the opening of the Fall and ten (10) working days after the opening of the Spring semester shall be retained only if the department agrees to absorb the overload in its classes. If a school has another plan to cover this needed absorption, this plan must be submitted to the union and management for approval. If the class is not retained, the teacher will be reassigned.
  13. Adjustments needed to meet the class size procedures in this agreement shall be accomplished within thirteen (13) working days following the first day of class instruction in the Fall semester and within ten (10) working days following the first day of class instruction for the Spring semester.

14. Non-Tenured teachers shall not be asked to sign a waiver to exceed class size/contact responsibility/maximum load administration without notifying the union in advance.

15. Mild/Moderate Teachers

- a. Mild/Moderate Teachers shall have a caseload of no more than twenty five (25). Mild/Moderate class size average shall be eighteen (18) Mild/Moderate students, with no more than twenty (20) Mild/Moderate students in any one (1) class.
- b. No waivers may be approved by an Mild/Moderate teacher for going over negotiated caseloads without notifying the union in advance.
- c. Special Education Teachers, both Mild/Moderate and Moderate/Severe, will use additional timesheeting after their normal work hours for case management per Side Letter Agreement - March 30, 2017 unless a teacher is assigned two (2) preparation periods in their schedule. An additional preparation period will be assigned when management determines it can fit two (2) preparation periods in their schedule (due to student scheduling needs) and will be used to perform IEP and case management duties.
- d. Pursuant to the March 30, 2017 Side Letter, teachers may submit timesheets for case management outside of work hours by using the following process instead of any other previously required process:
  - i. Obtain prior approval from site principal for case management activities in writing (i.e. email)
  - ii. Fill out a green sheet, specifying time spent on case management activities (paid at individual teacher's hourly rate) and IEP meeting time (paid at the current substitute rate)
  - iii. Obtain principal's signature
  - iv. Timesheets are reviewed by district staff to ensure proper completion and shall not nullify previous approval
- e. Mild/Moderate teachers may request time after school (to be paid at their hourly rate) or a substitute during the day, with prior approval from site or district administration, for caseload management duties. Priority should be to give teachers time after school in an effort to cause as few disruptions to the learning process for students.
- f. If approval is not given, the Mild/Moderate teacher will be given a substantive reason for the denial by the site or district administration. Grievances filed under this article may begin pursuant to Article VI, Section D.3 Step 2 Formal Appeal to the Superintendent, but must still include the information required in Step 1 Informal to be included with the submission of the Formal Appeal.

B. SCHOOLS WITH SITE-BASED MANAGEMENT

1. Since a school with site-based management may elect to use diversified staffing, the services provided, the method in which the services are delivered, and the maximum student contact for staff members may be altered providing these services are determined through site-based management.
2. The district agrees to provide psychological services as needed for program continuity.
3. The decision whether to retain elective classes below fifteen (15) students shall be made through site-based management.
4. Schools with site-based management shall be entitled to the same staffing allocations as traditional schools, but may utilize certificated staff differently than in traditional positions.

C. SUMMER SCHOOL

No teacher will have more than seventy (70) student contacts per day after the second day of the second week of summer school.

**ARTICLE XXIV PARTNERSHIP TEACHING OR PART-TIME WORKLOAD**

A. PARTNERSHIP TEACHING

1. Tenured day school teachers are eligible for this program.
2. Teachers applying for this position must agree to share one (1) full-time position with a teaching partner.



3. The two (2) individuals sharing one (1) teaching position shall be responsible for all duties of one (1) full-time teaching position and shall be responsible for keeping each other informed on all matters pertinent to their effective teaching performance.
4. The assignment shall be shared in one of the following ways:
  - a. One (1) individual shall teach two (2) periods or the equivalent with one (1) assigned preparation period in the Fall, three (3) teaching periods or the equivalent in the Spring; the other individual shall teach three (3) periods or the equivalent in the Fall, two (2) teaching periods or the equivalent and one (1) assigned preparation period in the Spring.
  - b. One (1) teacher teaches full Fall semester and the other teacher teaches full Spring semester.
5. If either or both partners wish to void the partnership teaching agreement, they shall notify the superintendent by March 15 and shall do one of the following. (Illness or injury shall not void the partnership agreement.)
  - a. Resign from the district.
  - b. One (1) partner will assume the responsibilities of the position and the other partner will resign.
  - c. One (1) partner will apply for a full-time position in the district for which they are qualified and the remaining partner will assume responsibility for the position.
6. Requests for partnership teaching shall be made by both partners in writing to the superintendent no later than March 15.
7. Partner teachers shall each receive pro rata benefits (as allowed by carrier) of the shared teaching position by paying the balance of said benefits.
8. The employer and the teacher shall make pro rata contributions required to the State Teachers Retirement System.
9. Sick leave for teachers on reduced teaching assignments shall be prorated.
10. Partner teachers shall advance on the teacher salary schedule year by year, effective August 27, 2001. Advancement on the salary schedule will occur annually at the beginning of each school year. In cases where a teacher has taught less than 75% of the calendar school year, advancement will not occur until another full year of employment has been completed. Partner teachers shall be eligible for Sabbatical leaves on the same pro rata basis as their assignment and salary. Sabbatical leaves must be for a full year, in the same academic year.

**B. PART-TIME WORKLOAD**

A part-time unit member is any member in the regular day school either reduced to part-time or initially hired to work part-time who works less than 1.0 Full Time Equivalency (FTE) and is not on partnership or reduced workload over 55.

1. A part-time unit member can only be hired when fewer than a 1.0 FTE position exists or an existing 1.0 FTE cannot be worked as a full time assignment.
2. Unit members employed in a part-time status shall work consecutive days according to the negotiated calendar unless the district, unit member, and union can agree to a variance in schedule according to Article XXVII.
3. All part-time unit members shall be assigned to and compensated for a prep period on a pro rata basis. Pro rata for this purpose shall be computed at  $1/x$ , where  $x$  is the number of class periods at that worksite, for each section worked.
4. A full-time unit member may be reduced to part-time status by applying for and being granted a leave from full-time status to assume a reduced work assignment. The leave request may be for a semester or a year.
5. A full-time unit member whose request for a reduced work assignment is approved has the right to return to the district as a full-time unit member at the end of the leave.
6. Unit members seeking to extend the reduced work assignment must reapply following the same procedure as initial applicants.
7. Applications for reduced work shall be submitted to the Superintendent's office beginning January 15 and will continue to be accepted until March 1 for reduced positions for the following school year. Notification of reduced work positions shall be made by the Superintendent to the individual unit members by March 15. Dates may be altered as per Article XXVIII, Effect of the Agreement.

8. Part-time unit members shall have the option of participating in the district medical insurance plans per carrier requirements by paying a pro rata share of the cost of such program. The district will pay its pro rata share. Pro rata costs shall be calculated on the basis of the number of sections assigned as it relates to five (5) periods.
9. Part-time unit members will advance on the salary schedule year by year. Advancement on the salary schedule will occur annually at the beginning of each school year. In cases where a unit member has worked less than 75% of the calendar school year, advancement will not occur until another full year of employment has been completed. Part-time unit members shall be eligible for Sabbatical Leaves on the same pro rata basis as their assignment and salary. Sabbatical leaves must be for a full year, in the same academic year.

**ARTICLE XXV TRANSFER PROCEDURES**

**A. VOLUNTARY TRANSFER PROCEDURE**

1. A voluntary transfer is a request by the unit member resulting in the movement of the unit member from one school to another.
2. Tenured unit members and those who will be tenured at the start of the following school year, shall apply in writing to the Director of Human Resources requesting a voluntary transfer. Tenured unit members must reply within five (5) days of the vacancy being posted.
3. The district will post the position vacancies of unassigned classes for the first semester of the following year on every Thursday of each month after March 31<sup>st</sup>. These lists will be updated periodically as vacancies occur. Tenured unit members who are interested in transferring to another school, will submit their written requests to the Director of Human Resources within five (5) days of the specific posting.
4. Between the last day of instruction in through the first day of school notification of vacancies received by the district shall be posted on EdJoin and advertised via district email. Tenured unit members interested in transferring or applying for a vacancy must apply within five (5) days. Schools with site-based management may elect to have Academic Council members serve with the principal as part of the interviewing and decision process for selecting staff to fill vacancies at those sites. Vacancies shall be filled as soon as possible to be sure that the impact on other staff is minimized.
5. From the first day of instruction through March 31<sup>st</sup>:
  - a. Within five (5) days of knowledge of a current year vacancy notice of the position shall be posted via district email or shared electronic drive to all employees and the union.
  - b. Tenured unit members must apply in writing within five (5) days of posting.
  - c. The vacancy shall be filled within five (5) days after conclusion of the interview process.
  - d. Schools with site-based management may elect to have Academic Council members serve with the principal as part of the interviewing and decision process for selecting staff to fill vacancies at those sites. Each vacancy shall be filled within five (5) days after conclusion of the interview process.
6. Unit members whose transfer requests are honored will be notified in writing.
7. Unit member transfer requests shall be considered based on:
  - a. The best educational interests of students;
  - b. Appropriate credentials as set forth in provisions of Senate Bill 435 (Chapter 1276 of the Statutes of 1987);
  - c. Teaching/work experience;
  - d. District needs;
  - e. Demonstrated need for a change in teaching environment.
8. Unit members who are denied a transfer shall be notified in writing with the reasons for denial. A copy of the letter shall be forwarded to the union.
9. In special circumstances and by mutual agreement of the superintendent and union the provisions of this section may be waived.

## B. INVOLUNTARY TRANSFER PROCEDURE

An involuntary transfer is one requested by the administration without the unit member's approval which results in the movement of the unit member from one (1) school site to another.

Involuntary transfers can only be invoked for the two following reasons:

1. In a school where the need for a staff reduction has been demonstrated.
  - a. No such transfer shall occur except when the voluntary transfer procedure has been exhausted.
  - b. All unit members in the affected school shall be notified in writing by the employer describing such a need. Said notification shall include description of vacancies in other schools. Unit members in the affected school may volunteer to transfer and shall be given priority in filling such vacancies. In cases where more than the necessary number volunteer, seniority shall prevail except as specified in the Voluntary Transfer Procedure.
  - c. When the voluntary transfer procedure has been exhausted and none of the unit members in the affected school who are eligible respond affirmatively and an involuntary transfer is necessary, the district shall consider the following criteria:
    - i. Major and minor fields of a unit member's preparation, teaching and/or work experience.
    - ii. Demonstrated need for staff reduction within a school or department due to enrollment change of 32 students or more.
    - iii. Inverse seniority in the district.
  - d. Written notice of each involuntary transfer shall be given to each unit member being transferred five (5) working days after the voluntary transfer procedures have been exhausted.
2. In a school where there is a demonstrated need for a change in the educational environment.
  - a. No such transfer shall occur unless:
    - i. Timely evaluations (a minimum of two (2)) are on record which have delineated the specific conditions supporting the demonstrated need for a change in educational environment, and
    - ii. A program for remediation based on the issues raised in the unit member's evaluation has been offered, implemented and documented by the administration that shortcomings still exist.
  - b. Evaluations which document substantial improvement based on the issues raised in the evaluations may not be used in demonstrating need for change in educational environment.
  - c. Copies of all documentation, including evaluations and the remedial process shall be forwarded to the unit member and the Union.

## C. VOLUNTARY UNIT MEMBER EXCHANGE

1. A voluntary unit member exchange is a temporary exchange of assignment by two (2) unit members assigned to different work sites.
2. Each unit member must be qualified by credential and major/minor to teach/perform the new assignment.
3. This exchange may be for any length of time up to one (1) year.
4. The procedure for implementation of exchange shall be:
  - a. The unit members involved write a proposal to be submitted to both principal/director/designee(s) at least two (2) weeks before the beginning of the proposed exchange.
  - b. The proposal shall include the name, location, assignment and certification of each unit member as well as the inclusive dates of the exchange.
  - c. Principal/director/designee(s) shall respond within five (5) school days. Both principal/director/designee(s) must agree for the exchange to occur.
5. If both unit members wish an extension (not to extend past the end of the current school year) verbal agreement by unit members and principal/director/designee(s) involved shall be sufficient.
6. A permanent, voluntary exchange of assignments may be implemented upon application by both unit members to the principal/director/designee(s) and approved by both principal/director/designee(s).

## D. INVOLUNTARY POSITIONAL CHANGE WITHIN THE UNIT

1. District shall inform the union of its intent to initiate such transfer prior to notifying the affected unit member.

2. District shall notify the affected unit member of voluntary transfer procedures simultaneously with their notification of involuntary assignment change.

## **ARTICLE XXVI POSITIONAL CHANGES WITHIN THE UNIT**

### **A. DEFINITION OF POSITIONAL CHANGE**

1. A positional change shall include those positions paying a salary differential and/or positions which are appointed to coordinate or supervise programs or provide a service that is not classroom teaching.
2. Such positions which are not elected (e.g. department heads and ESEA Coordinator) shall include: psychologists, counselors, librarians, work experience coordinator, and any extra-curricular appointment. These procedures shall apply to any newly created positions or like positions.

### **B. TRADITIONAL SCHOOLS**

1. All certificated full-time vacancies resulting in a position other than classroom teaching shall be advertised via district email or shared electronic drive to all employees and the union. Unit members must apply for the vacancy within five (5) week days of the first day of posting.
2. Vacancies short of full-time shall first be posted via district email or shared electronic drive to all employees and the union. Unit members at the school site must apply for the vacancy within five (5) work days of the first day of posting. If there are no qualified persons within the school, the position shall be offered to qualified persons within the district.
3. Said notice of such vacancy shall clearly set forth the qualifications for the position and the date by which the unit member must file the application.
4. Applications shall be considered in the following priority:
  - a. Certification and teaching experience in the area related to the open position.
  - b. Work experience in the area related
  - c. Rankings from interviews.
  - d. Seniority as defined in this agreement.
  - e. Applicable course work.
  - f. Letters of recommendation.
5. Applicants who are not accepted shall be informed by the superintendent in writing, specifying the reasons and providing information which will help the unit members in their professional competence so that they may become eligible for consideration at a future time.

### **C. SCHOOLS WITH SITE-BASED MANAGEMENT**

A school with site based management may elect to devise another selection procedure to fill positions as described in Section B. This procedure must be submitted to the Superintendent and the AFT Executive Board for approval and site-specific negotiations.

## **ARTICLE XXVII LABOR-MANAGEMENT COLLABORATION\***

- A. Both the Union and the District acknowledge that it is in the best interest of all stakeholders when Labor and Management engage in a collaborative working relationship. To that end, both parties agree to adopt and support the following infrastructure at the District-wide and Site levels to foster regular, productive interaction between representatives of the Union and District.
- B. It is understood that this committee is not meant to infringe on matters involving management rights or to discuss matters outside of the scope of contractual and/or labor issues.
  1. District Labor-Management Council  
The Union and District shall establish a District Labor-Management Council. Labor shall be represented by up to four (4) members, including the AFT 1481 President and Vice President and any designees appointed by AFT. Management shall be represented by up to four (4) members, including the Superintendent and any designees appointed by the superintendent. The number of members may be altered by mutual agreement.

- a. The Council shall meet for the following purposes:
    - i. To develop and support clear lines of two-way communication between the District Office and AFT leadership related to labor relations with a goal to minimize grievances and differences in contract interpretation.
    - ii. To engage in consultation as needed regarding contractual matters
    - iii. To provide feedback to improve Labor-Management collaboration and relations.
  - b. The Council shall meet once a month, with normal allowances for any rescheduling needs.
  - c. Agendas and minutes shall be accessible to unit members. Each side will alternate taking minutes for the meeting. Both District and AFT leadership will have the opportunity to review minutes prior to distribution to all stakeholders.
2. Site Labor-Management Meetings
- The Union and District shall establish Site Labor-Management Meetings. Labor shall be represented by all Building Representatives, including AFT 1481 Certificated and Classified Site Representatives (and Alternate Representatives) or any site designees appointed by AFT 1481. Management shall be represented by at most four (4) members, including the Principal and/or any designees appointed by the Principal.
- a. Site Labor-Management meetings shall have the following purposes:
    - i. To develop and support clear lines of two-way communication between the District Office and site leadership related to labor relations with a goal to minimize grievances and differences in contract interpretation.
    - ii. To engage in consultation as needed regarding matters of concern to site administrators and/or unit members.
    - iii. To provide feedback to the Labor Management Council to improve collaboration and relations.
  - b. The Meetings shall occur at least five (5) times a year, for up to (1) hour outside of the instructional day, with normal allowances for any rescheduling needs.

**ARTICLE XXVIII GRIEVANCE PROCEDURE\***

**A. DEFINITIONS/PURPOSE**

The purpose of this procedure is to resolve grievances or problems at the lowest possible level.

1. Grievance - A claim upon an event or condition which affects the obligations or circumstances under which a unit member works, allegedly caused by misinterpretation or inequitable application of that established policy which specifically affects a provision of this agreement or the terms of this contract.
2. Grievant - An individual, group, or organization having a grievance.
3. Day- A "day" is any day in which the unit member is required to be in attendance.

**B. REPRESENTATION**

1. A unit member may be represented at Steps 1, 2, or 3 of the grievance procedure by themselves, a representative of their choice, or at their option by a representative elected by the union. After Step 3, the unit member must have the concurrence of the union to proceed to Step 4.
2. If a unit member is not represented by the union, the union shall have the right to be in an observer role unless otherwise requested by the unit member.
3. The unit member shall have the right to be represented by legal counsel if deemed necessary at any step in the procedure provided the unit member notifies the district at least two (2) days in advance that they will be represented by legal counsel.

**C. GENERAL PROVISIONS**

1. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or director, the grievance shall be submitted in writing to the superintendent and the processing of such grievance shall be commenced at Step 2.
2. No decision or adjustment of a grievance shall be contrary to the provisions of this agreement.

3. Failure by the administration to adhere to a decision deadline shall mean the grievance shall proceed to the next step. Failure of the unit member or union to adhere to the submission deadline shall mean the unit member waives any right to further appeal. Failure on the part of the unit member, the unit member's representatives, and/or the union to meet the time provisions so designated in this agreement shall render the grievance null and void; however, nothing prohibits the parties from extending the dates by mutual agreement.
4. When it is necessary for a representative designated by the exclusive representative to represent a unit member in a conference with a management person, the representatives shall be released without loss of pay for a reasonable length of time. The notice for release time shall be made at least one day in advance. The superintendent and the union president shall mutually agree upon the release time.
5. The request for release time shall be made to the superintendent at least one (1) day in advance. The representative shall have the right to visit the appropriate district sites to confer with the appropriate district employees covered by the provisions of this agreement during their duty-free time. Until final disposition of a grievance takes place, the grievant is required to conform to the original direction of their immediate supervisor.
6. In the event that more than twenty (20) grievances are under process at any one time and/or more than six (6) grievances, are in process at any one step above the informal level, the union agrees to meet with management for the purpose of waiving time limits and they shall establish a reasonable time schedule for the orderly processing of such grievances.

#### D. PROCEDURE

First Submission - Informal - Any unit member shall first discuss the grievance informally with the principal/director/designee, whether directly or accompanied by the union representative, with the objective of solving the matter. This meeting shall take place within fifteen (15) days following the act or condition, or from that date from which the unit member could have reasonably expected to have knowledge of the act or condition which is the basis for the grievance. The meeting with the principal/director/designee shall take place within ten (10) days of the unit member's request for such a meeting.

##### Step 1 Formal Submission

If the grievance is not settled to the satisfaction of the unit member in the informal process, the grievance shall be presented in writing to the principal/director/designee within ten (10) days of the informal meeting. The written grievance shall include:

- a. names, dates and places necessary for a complete understanding of the grievance;
- b. a listing of the provisions of the agreement which are alleged to have been violated or misapplied;
- c. a listing of the reasons why the original resolution of the problem is unacceptable; and
- d. a listing of specific sections requested which would remedy the grievance.

Within ten (10) days after the receipt of the written grievance, the principal/director/designee shall communicate their decision in writing together with the supporting reasons. The principal/director/designee shall furnish one (1) copy to the grievant and one (1) copy to the union.

##### Step 2 Appeal to Superintendent

If the grievance is not resolved satisfactorily at Step 1, the grievant and/or the union may appeal within ten (10) days to the superintendent. The appeal shall be in writing and shall include a copy of the original appeal and the decision arrived at in Step 1. For any grievance originating at Step 2 as a result of action or inaction on the part of the member of the administration at a level above a school principal or director, the grievant or the Union must submit a formal grievance in writing to the Superintendent within ten (10) days following the act or condition, or from the date from which the grievant could have reasonably been expected to have knowledge of the act or condition which is the basis for the grievance.

- a. Within ten (10) days after receipt of the appeal the superintendent shall hold a meeting on the grievance upon request.
- b. The grievant, the grievant's representative, and/or the union shall be given at least two (2) days notice of the meeting.

- c. Within ten (10) days after the meeting on the appeal, the superintendent shall communicate their decision in writing, together with the supporting reasons, to the grievant, the grievant's representative and/or the union.

### Step 3 Appeal to Board

If the grievance is not resolved satisfactorily at Step 2, the grievant may appeal within ten (10) days in writing to the Board of Trustees. If the appeal is received not later than 12:00 Noon of the Tuesday preceding the date of a regularly scheduled meeting, the grievant and/or representative may present their case to the Board of Trustees in open and/or in closed session.

### Step 4 Submission to Arbitration

If the grievance is not resolved satisfactorily at Step 3, the grievant with the concurrence of the union, within ten (10) days after a decision by the Board of Trustees, may submit the grievance to advisory arbitration. If any questions arise as to the arbitrability of the grievance, such questions shall initially be ruled upon by the arbitrator and, at the arbitrator's discretion, such ruling may be reserved until the merits of the grievance have been heard.

- a. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after notice is given. If the two (2) parties fail to reach agreement on an arbitrator within five (5) days, the State Mediation and Conciliation Service will be requested to supply a list of five (5) names. Each party will alternately strike from the list until only one (1) name remains. Further, each party shall have the right to reject the entire list.
- b. The arbitrator shall hold a hearing as soon as reasonably possible following their appointment. Five (5) days' notice will be given to all parties of the time and place of the hearing. Within ten (10) days after completion of the hearing, the arbitrator shall render the decision in writing and shall set forth their findings of facts, reasons, and conclusions on the issues submitted. If the arbitrator determines that additional time for their decision is necessary, the arbitrator shall have discretion to issue such decisions within a reasonable period of time. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which violates the terms of this agreement. However, it is agreed that the arbitrator is empowered to include in any decision recommendations for reimbursement for financial loss of wages or fringe benefits or other non-financial remedies as judged to be proper. The arbitrator shall submit to all parties their findings and recommendations which shall be advisory in nature.
- c. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this agreement.
- d. Fees and expenses of the arbitrator shall be shared equally by the employer and the exclusive representative. All other expenses shall be borne by the party incurring them and neither party shall be responsible for expenses of witnesses called by the other. If any grievance meeting or hearing shall be conducted during the school day, any employee required by either party to participate as witness or grievant in such a meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time. The superintendent and the union president shall mutually agree on the amount of release time and the number of witnesses to be released at any one time.
- e. If the arbitrator rules against the Board of Trustees and the board does not comply with the ruling, the district will pay all costs of the arbitrator.
- f. Either party may request an individual to make a written record of the entire arbitration hearing. The cost of the services and expenses of such individual shall be paid by the requesting party or shared by the parties if they both mutually agree.
- g. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants as designed in this agreement.

### Step 5 Board Action

Upon consideration of the arbitrator's advice, the board shall take action on the grievance and shall render its final decision by no later than the next regularly scheduled board meeting provided the arbitrator's ruling is received in time to be on the board agenda and providing that copies of the arbitrator's decision have been given to the board members

in sufficient time to permit the board members to review the decision. In the event that copies of the arbitrator's decisions have not been provided to the board members at least three (3) days in advance of the regularly scheduled board meeting, the board may delay taking action on the grievance until the second regularly scheduled board meeting following the arbitrator's decision.

**ARTICLE XXIX EFFECT OF AGREEMENT\***

- A. The district and the exclusive representative mutually agree that the terms and conditions set forth in the provisions of this contract represent the full and complete understanding and commitment between the parties hereto which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing (or by a procedure expressly allowing same stated in the contract).
- B. The district and the exclusive representative also mutually agree that this contract shall be in full settlement of all issues which were the subject of collective bargaining between the parties. It is further agreed that none of such issues shall be subject to collective bargaining or the grievance procedure during the term of this contract unless by mutual consent in writing or by a procedure expressly allowing same stated in this contract.
- C. The district agrees not to change or institute any policy which would result in a reduction of rights or benefits as provided by this agreement or be inconsistent with the provisions of this agreement.

**ARTICLE XXX NO STRIKE CLAUSE\***

The union agrees not to engage in, sanction, support or encourage a work stoppage, strike, sympathy strike or similar actions within the district during the terms of this contract.

**ARTICLE XXXI SAVINGS CLAUSE\***

Should any article, section or portion thereof of this agreement be held unlawful by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section or portion thereof directly specified in the decision; and the remainder of this agreement shall continue in full force and effect. Upon issuance of such a decision, the parties agree to commence, within ten (10) working days, negotiations on a replacement for the invalidated article, section or portion thereof.

**ARTICLE XXXII JOINT COMMITTEES\***

Upon mutual agreement, the parties agree to create joint committees to enter into Memorandums of Understanding (MOUs) and/or Side Letters.

**ARTICLE XXXIII REOPENERS\***

The Parties agree to the following reopeners for 22-23 and 23-24: Salary and Benefits articles and two (2) non-monetary articles for each year.

**ARTICLE XXXIV DURATION\***

This agreement and each of its provisions is binding and effective as of January 25, 2022 and shall continue in full force and effect until June 30, 2024.