

AGREEMENT

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BETWEEN

**NATIONAL CITY ELEMENTARY
TEACHERS ASSOCIATION**

AND THE

**GOVERNING BOARD
OF THE
NATIONAL SCHOOL DISTRICT**

2021-2023

**Based on settlement agreement for
2021-2022 and 2022- 2023 school years**

Board Approved on October 13, 2021

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NATIONAL SCHOOL DISTRICT
2021 – 2023

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2021-2023

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PREAMBLE

The articles and provisions contained herein constitute a bilateral and binding agreement (“Agreement”) by and between the Governing Board of the National School District and the National City Elementary Teachers Association affiliated with the California Teachers Association and the National Educational Association.

This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.

The Association will withdraw with prejudice any and all unfair practice charges concerning negotiations, impasse, fact-finding and post fact-finding activities and actions by the District, including all unfair practice charges in PERB Case No. LA-CE-5501-E.

TERM OF AGREEMENT

This agreement shall be effective July 1, 2021 and shall remain in full force and effect through June 30, 2023. In the final year of this Agreement, either party must notify the other by no later March 1, 2023 of its intent to modify, amend or terminate the Agreement. Following notification of intent to modify or amend this Agreement, the parties sunshine their initial proposals to the Board for sunshining, and then meet and negotiate as successor Agreement.

ARTICLE 1

DEFINITION OF TERMS

1. "The Act" means Chapter 10.7, Sections 3540 through 3549.3 of Division 4 of Title 1 of the Government code of the State of California.
2. "Association" means the National City Elementary Teachers Association, affiliated with the California Teachers Association and the National Education Association.
3. "Board" as used herein is the Governing Board of the National School District.
4. "Exclusive Representative" refers to the National City Elementary Teachers Association.
5. "Public Relations Employment Board" shall be referred to as "PERB" herein.
6. "Daily Rate of Pay" means the unit member's annual contracted salary divided by the number of duty days.
7. "Credited service" means a combination of service within the District and prior years of service accepted at initial employment.
8. "District" means the National School District.
9. "Days" are duty days on which unit members are required to report to work.
10. "Calendar Days" means days counted on the calendar.
11. Scope of Representation
 - A. The scope of representation shall be limited to matters relating to wages, hours of employment, and other terms and conditions of employment. "Terms and conditions of employment" mean health and welfare benefits as defined by Section 53202, leave, transfer and reassignment policies, safety conditions of employment, class size, procedures to be used for the evaluation of employees, organizational security pursuant to Section 3546, procedures for processing grievances pursuant to Sections 3548.5, 3548.6, 3548.7, and 3548.8, the layoff of probationary certificated school district employees, pursuant to Section 44959.5 of the Education Code, and alternative compensation or benefits for employees adversely affected by pension limitations pursuant to Section 22515 of the Education Code, to the extent deemed reasonable and without violating the intent and purposes of Section 415 of the Internal Revenue Code. In addition, the exclusive representative of certificated personnel has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the public school employer and may not be a subject of

meeting and negotiating, providing that nothing herein may be construed to limit the right of the public school employer to consult with any employees or employee organization on any matter outside the scope of representation.

- B. Notwithstanding section 44944 of the Education code, the public school employer and the exclusive representative shall, upon request of either party, meet and negotiate regarding causes and procedures for disciplinary action, other than dismissal, including a suspension of pay for up to 15 days, affecting certificated employees. If the public school employer and the exclusive representative do not reach mutual agreement, then the provisions of Section 44944 of the Education Code shall apply.
 - C. Notwithstanding Section 44955 of the Education Code, the public school employer and the exclusive representative shall, upon request of either party, meet and negotiate regarding procedures and criteria for the layoff of certificated employees for lack of funds. If the public school employer and the exclusive representative do not reach mutual agreement, then the provisions of Section 44955 of the Education Code shall apply.
 - D. Notwithstanding Section 45028 of the Education Code, the public school employer and the exclusive representative shall, upon the request of either party, meet and negotiate regarding the payment of additional compensation based upon criteria other than years of training and years of experience. If the public school employer and the exclusive representative do not reach mutual agreement, then the provisions of Section 45028 of the Education Code shall apply.
- 12. "Release Time" means time given to a member of the unit without loss of compensation.
 - 13. "Support Personnel" are those unit members in service in the following positions: School Psychologist, School Psychologist Intern, Special Day Class/Non-Severely Handicapped Teacher, Special Day Class/Severely Handicapped Teacher, Reading/Language Arts Specialist Program Teacher, Resource Specialist Program Teacher, Speech Therapist, Assessment Center Project Teacher, Adaptive P.E. Specialist, Community Involvement Coordinator, Parents as Teachers Coordinator, Language, Speech and Hearing Specialist, and Gifted and Talented Education Teacher.
 - 14. "Unit member" refers to any regular full-time or part-time certificated employee of the District serving in the following positions: all support personnel, elementary classroom teachers, K-6, preschool teacher, parent educator, child development center teacher, school nurse, summer school teacher, intersession teacher, School Counselor, Impact Teacher, Teacher on Special Assignment, Lead Librarian, and personnel on leave from positions enumerated above. In cases where new positions are established by the District, the parties agree to be bound by the provisions of the Act governing whether or not the person(s) serving in the new position(s) shall be considered a member of the unit.

ARTICLE 2

RECOGNITION

1. The Board hereby recognizes that the Association has been certified by the Public Employment Relations Board (PERB) as the exclusive negotiating representative of the members of the unit.
2. No other group or organization or representative thereof shall be permitted to engage on behalf of any employee included in the unit in any meeting and negotiating with the District over matters defined as within the scope of representation as specified in Article 1.9.
3. The Association recognizes the Board as the duly elected representative of the people and agrees to negotiate only with the Board or the duly authorized representative designated by the Board to act in its behalf. The Association agrees further that neither it nor any of its members or agents will attempt to negotiate privately or individually with any Board member or administrator. The Association agrees that neither it nor its members or agents will attempt to represent in any negotiations or grievances the interest of anyone other than unit members; and that the interest of pupils, parents, the public, the Board, and other employees will be the sole concern of the Board and/or these respective parties.

ARTICLE 3

PRESCHOOL TEACHERS SPECIAL PROVISIONS

1. Preschool Teachers

A. The following sections (including subsections relating thereto) shall not apply to Preschool Teachers: Article 6 (Hours of Employment), Sections 1.A, 2.A, 2.B, 2.C, 2.M, 2.N, 2.O, Article 8 (Leaves), Sections 8.8, 8.9; Article 10 (Class size) Sections 2, 3, 4, 5; Article 11 (Evaluation Procedures), Section 11.3; Article 13 (Part-time Employment), Section 13.3; Article 15 (Salary), Sections 1.A, 1.B, 3.C.1, 3.C.3, 3.C.4, 6.A, 6.B, 6.C; Article 19 (Special Education) Section 1A; Article 20 (PAR); and Article 22 (Summer School).

B. The following provisions apply only to Preschool teachers:

1. Preschool Teachers shall work a six (6) hour duty day in addition to their 40-minute duty-free lunch period school year and may arrange with their team partner to take a daily 10-minute break as necessary. The annual work year for preschool teachers will be reviewed annually.
2. After consultation with the preschool staff, the workday schedule for each preschool site shall be designed by the Preschool Director.
3. Preschool Teachers shall be evaluated in line with the requirements of Article 11 – Evaluation Procedures. However, in lieu of Section 11.3, which does not apply as indicated above, at least one (1) formal observation and one (1) informal observation shall be conducted for all probationary preschool teachers and at least one (1) formal observation and one (1) walkthrough unannounced visitation of less than thirty (30) minutes shall be conducted for all permanent Preschool teachers prior to the Summary Evaluation for those teachers on cycle for evaluation in that school year. The summary evaluations shall be completed no later than fifteen (15) days prior to the end of school year.

\$22.00/HR For participation in staff development, committee work, classroom preparation related to a reassignment or transfer or preschool activities.

\$22.00/HR For participation in committee work that produces a product including preparation time.

\$22.00/HR For preparing and conducting a workshop presentation.

Hourly Rate For working in instructional capacity with students.
consistent
with Class 1

- C. The Preschool Teacher Resource Guide shall be implemented in a consistent manner and shall not be inconsistent with the Articles, sections and subsections of the current contract that apply to preschool teachers.

2. Preschool Peer Assistance and Review (PAR)

The following sections of the Agreement between NCETA and the National School District, Article 20 shall apply to Preschool Teachers in relation to PAR.

- (1) Peer Assistance and Review PAR Joint Council A, C, D (1, 3-13), E, F,G
The following language will be added to section 1A:
NCETA will identify a preschool adjunct member of the existing PAR Joint Council. Should an experienced preschool teacher need to participate in PAR during a school year the adjunct member will participate in the council for the entire year and be paid for participation at an hourly rate of \$22.00 per hour.

If there is no experienced preschool teacher participating in PAR during the year, the Preschool adjunct member shall attend only the first organizational meeting of the PAR Council that year.

- (2) Participating Teachers, A, 2 (a-d);
- (3) Consulting Teachers, A, B, E, F, G, H, L
The consulting teacher in addition to the regular salary shall receive compensation of three thousand dollars (\$3,000) for each Experienced Teacher (ET) Participant with whom they work. No Consulting Teacher shall work with more than one (1) Experienced Teacher (ET) without the approval of the PAR Joint Council.
- (4) General Provisions, A, B, C
Should PAR funding cease to be available for K-6 teachers, then the requirement for PAR preschool shall be renegotiated.

ARTICLE 4

ORGANIZATIONAL SECURITY AND ASSOCIATION RIGHTS

1. NCETA shall have the sole and exclusive right to have membership dues deducted for employees in the bargaining unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by NCETA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

2. Dues Deduction

The District shall honor the terms of NCETA/CTA/NEA written authorizations for payroll deduction. These authorizations shall be maintained by NCETA/CTA/NEA. The District shall process payroll dues deductions for all employees whom the union reports as having written authorizations. The Association may provide the employer with copies of the employees' authorization agreements but is not required to do so unless there is a dispute about the existence or terms of the agreements. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

3. All unit members may have contributions to the NCETA Political Action Committee voluntarily deducted from their pay warrants upon delivery to the District of an appropriate payroll authorization form. Such contribution may be terminated at any time upon delivery to the District of an appropriate form.

- A. Hold Harmless

The Association shall indemnify and hold harmless the District from any claims, demands, or lawsuits arising out of or from the provisions of this Article. The District agrees to notify the Association in writing within thirty (30) days after receipt of any written claims, demands, or lawsuits arising out of or from the provisions of this Article. The Association and the District will consult in good faith about the defense of any written claims, demands, or lawsuits. If a settlement offer is made by anyone filing a claim, demand, or lawsuit, and the Association requests that the District accept the settlement offer, the District shall accept the settlement offer if it does not adversely affect the District.

4. Access

- A. Visitations

Persons not members of the school staff who wish to come on the school site for Association matters during the school day shall upon arriving at the school site report initially to the principal, or, in his/her absence, appropriate office personnel providing appropriate information regarding place and general purpose of visit. Such visits shall be scheduled so as not to cause interruption to the school program. Advance arrangements will not be required for individual conferences between officers and officials of the Association. No Association business may be conducted during times when unit members are required to render service: i.e., Faculty meetings or inservice meetings, to the District. District employees shall refrain, during instructional hours, from participating in the activities or assisting in the promotion of any Association matters.

B. Faculty or Staff Members

The agenda of official faculty or staff meetings called for the purpose of carrying out school district business shall be limited to official district or school activities and shall not include matters related to the Association. However, at the close of faculty/staff meetings, the Association Faculty Representative shall be given the opportunity to present reports and announcements to unit members. In the event that the Association wishes to call a meeting, the Association should inform its members in advance of the faculty or staff meeting, and the Association meeting should not be convened until after the adjournment of the faculty or staff meeting.

C. District Facilities and Service

The Association may not use school district materials or services for the promotion of its business, or meetings except as specifically provided herein.

1. Bulletin Boards

The Association shall be entitled to use the school bulletin boards for official communications directed to members. To qualify as an official communication, the material must have the name of one of the following organizations:

- CTA
- NEA
- NCETA

Representatives authorized to post such materials for posting shall be limited to officers of the Association and building representatives authorized by the Association. The representatives shall be responsible for monitoring the appropriate content of the bulletin board.

2. School Bulletins

Space may be provided in the staff information portion of official school bulletins for brief announcements of meetings of the Association, where such meetings are to be held on the school site and attendance is limited primarily to staff members of the individual school. Such announcements should be limited to necessary factual data – time, date, place, purpose – and should be clearly identified as unofficial announcements published at the request of the employer.

3. School Mail

The Association may use school mail for distributing official organization material to members. The Association may also distribute official organizational materials to non-members through the school mail. Use of the school mail by the Association shall conform with the requirements of federal law relating to such use. Official school district mail has first priority in the use of district mail service. Bulk mailing by the Association will be accepted subject to the physical capacity of the school mail service and therefore may be subject to unavoidable delays in distribution. Distribution of Association materials through school mail must be under such conditions that it cannot be picked up or made available to students in schools. Association materials being distributed through school mail shall normally be addressed to individual staff members by name and location. If this procedure is not followed, a member of the Association must be responsible for distributing the materials within each school or department either by placing the materials in individual mailboxes or by personal delivery. No members of the district staff shall be expected to assist in such distribution as part of his/her required duties. Individual staff members who do not wish to have materials placed in their mailboxes should advise the Association accordingly. The Association will be expected to honor such requests.

4. Internal Electronic Mail

The Association may use district internal electronic mail for distributing official organization material to members. The Association may also distribute official organizational materials to non-members through district internal electronic mail. Use of district internal electronic mail by the Association shall conform with the requirements of district policies and regulations regarding the Employee Use of Technology and federal law relating to such use.

6. Use of School Facilities

- A. The Association may use school facilities for meetings either before or following unit members' daily period of service, subject to availability of facilities as determined by the principal. Such meetings shall not interfere with the service of the unit member or the school program and attendance shall be voluntary.
- B. The Association shall have the right to reasonable use, subject to District Board policies and regulations regarding the Employee Use of Technology, to institutional equipment, facilities, and buildings at reasonable times for NCETA business so long as such use does not interfere with the District's regular instructional program. In the event any cost accrues to the District under this provision, the Association shall reimburse the District that cost.

7. Access to Information

- A. Pursuant to AB 119, which requires public agencies to provide unions with access to new employee orientation sessions and information:
 - 1. The District shall hold yearly new employee orientations. The initial orientation shall be offered no later than the last week of August. NCETA/CTA/NEA will be given the opportunity to make a presentation exclusively to its bargaining unit members (including use of audio and video equipment if necessary) not to exceed one (1) hour. A second orientation shall be held no later than the last week of January. The District and NCETA will collaborate to determine the dates and times of the new employee orientation sessions each year. The orientations shall take place during the regular duty day. The District shall provide coverage so all new employees, as well as the President or designee of NCETA, can attend. Additionally, newly hired NCETA/CTA/NEA bargaining unit members will be given NCETA membership information in their employment packet.
 - 2. Within 30 days of hiring a new employee, the District shall provide NCETA with the employee's name, job title, department, work location, work, home, and cell phone numbers, personal email addresses on file, and home address. The District shall provide NCETA a comprehensive list of all bargaining unit members containing individual name, job title, department, work location, work, home, and cell phone numbers, personal email addresses on file, and home address upon the request of the Association.
- B. The Association President shall receive two (2) copies of the official Governing Board agenda with minutes and public support materials packet at the same time these materials are provided to Board members.

- C. Upon written request, a current version of the District Policy Manual shall be provided to the Association. Updated policies and procedures that may be enacted by the district shall be provided as they occur.
- D. The Governing Board, upon written request by the Association, agrees to furnish to the Association within five (5) working days all public or non-privileged written information that is directly related to the Association role as exclusive representative. Such information shall include, but not be limited to annual financial reports and audits, tentative budgetary requirements and allocation, and salary schedule placement summary of unit members.
- E. The District will provide to the Association on a quarterly basis an alphabetical list of unit members sorted according to association dues category.

8. Consultation and Representation

- A. The Association shall have the right to consult on the definition of educational objectives, the determination of the contents of courses and curriculum, and the selection of textbooks, to the extent such matters are within the discretion of the Board under the law. The parties agree the following procedures shall be followed:
 - 1. A consultation committee shall be established composed of up to eight (8) members: four (4) District members and four (4) Association members. Each party shall select their own committee members.
 - 2. The committee shall meet at least four (4) times per year.
 - 3. The committee shall discuss and make recommendations regarding the definition of educational objectives, the determination of the content of courses, curriculum and the selection of textbooks. Recommendations of the committee shall be made by consensus. Written notes of the committee's meetings shall be developed and maintained by both parties. The District reserves the right to make final decisions based on stakeholder input and recommendations of the committee.
 - 4. A list of District standing, and ad hoc committees shall be provided to the Association on an annual basis or as new committees are formed.
 - 5. For program changes, the District shall provide the Association upon request a brief description of the change in instructional program and the teachers involved in the change.
- B. The Association President or his/her designee shall have the opportunity to address Administrative Council when deemed appropriate by the Superintendent.

- C. The Association shall appoint two (2) unit members to participate in all meetings regarding budgetary matters conducted by the District relative to their role as the exclusive bargaining agent.
- D. The Association shall be responsible for coordinating the selection of two (2) teacher representatives to district committees, including, but not limited to, the superintendent's roundtable and the textbook selection advisory committee.

9. School Site Leadership Team

- A. Each grade level shall select a representative for the School Site Leadership Team. In addition, the NCETA site representative and at least one support staff member will serve on the team. It is the responsibility of NCETA to ensure that there is a site representative on the School Site Leadership Team.
- B. The School Site Leadership Team shall meet with that group's immediate supervisor during the regular school year for consultation regarding staff development, the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks.
- C. School Site Leadership Teams are intended to supplement rather than supplant the functions of District-wide curriculum related committees.

10. Association Leave/Substitute Time

- A. Up to ten (10) days of paid leave per year shall be granted to the Association President for the purpose of meeting with unit members to facilitate communication. The Association shall pay to the District the current short-term salary of a day-to-day substitute plus statutory benefits for each day granted. From day eleven (11) forward the Association will pay the daily rate (including statutory benefits) at Column 1, Step 1 of the NCETA Teachers Salary Schedule. The Association will make payment to the District within thirty (30) calendar days of the date of the District's billing.
- B. The Association shall have an allocation of up to seventeen (17) days of leave for each school year for Association purposes.

The Association shall pay to the District the current short-term salary of a day-to-day substitute plus statutory benefits for each day of Association leave. From day eighteen (18) forward the Association will pay the daily rate (including statutory benefits) at Column 1, Step 1 of the NCETA Teachers Salary Schedule. The Association will make payment to the District within thirty (30) calendar days of the date of the District's billing. The Association agrees to give written notice, whenever possible, to the Superintendent or designee at least five (5) working days prior to the use of such leave.

- C. If a shortage of substitutes occurs, unit members on sick or Personal Necessity Leave shall be given priority over the needs of the District as relates to Staff Development.
- D. Unit members shall only be requested to substitute for other unit members when an emergency occurs. If a unit member is required to supervise all or a portion of another unit member's class, they shall be reimbursed on the pro-rate portion and time based on the short-term substitute rate.
- E. The District agrees not to schedule activities for bargaining unit members that extend beyond 3:15 p.m. on the first and second Tuesday of each month so that bargaining unit members may engage or participate in Association business.
- F. Unit members serving as delegates to the Representative Council of the Association, Board of Directors, and/or Bargaining Team members and/or alternates shall be allowed to leave the respective buildings fifteen (15) minutes before the end of the duty day on those days when meetings of the Representative Council and/or the Board of Directors are regularly scheduled as stated above.

ARTICLE 5

NEGOTIATIONS PROCEDURES

1. On or about March 1 of the year in which this Agreement expires, the Association shall present to the Board during a public session, in writing, all new proposals covering negotiable items which are to be negotiated for the successor agreement. Following submission of the Association's written proposals, the Board, shall within a reasonable period of time, adopt its initial counterproposals during a public session.
2. During negotiations, items tentatively agreed upon shall be reduced to writing and initialed by both parties.
3. When the Association and the District reach tentative agreement of all matters being negotiated, the complete written agreement shall be submitted to and ratified by the Association and the Board prior to implementation.
4. Either party may utilize the services of outside consultants to assist in negotiations. The Board shall grant five (5) representatives of the Association reasonable periods of release time for the purpose of meeting and negotiating. The Association President shall be granted up to four (4) days of release time to serve as an advisor in the negotiations process.
5. Negotiations shall take place at mutually agreeable times and places.
6. Upon request, the Board shall furnish the Association with one (1) copy of any non-privileged public document which relates to the provisions of this Agreement.
7. No later than October 31 of each year, the Board shall furnish the Association with a document which depicts the placement of unit members on the salary schedule as of October 1.

ARTICLE 6

HOURS OF EMPLOYMENT

1. Unit Member Work Year

- A. The number of duty days for members of the unit shall be one hundred eighty-five (185) days beginning with the 2013-2014 school year. The last duty day of the school year for unit members shall be the last day of instruction for students in the school year.
- B. Prior to the first day of instruction, three (3) duty days shall be set aside for the purposes of District-sponsored orientation, faculty meetings, and room preparation. An equivalent of at least two (2) of these days shall be set aside for uninterrupted room preparation.
- C. The work year shall include not more than two (2) professional growth days.
- D. The number of duty days for preschool teachers shall be one hundred eighty-one (181) days.
- E. The work calendar shall be determined by the District and shall be very closely aligned with the work calendar of the Sweetwater Union High School District. The term "very closely aligned" means that the instructional days shall be on the same dates, major breaks shall be on the same dates, and the starting and ending dates shall be within five (5) work days of the work calendar of the Sweetwater Union High School District. The District will give the Association an opportunity to provide input before taking final action on the work calendar.

2. Unit Member Duty Day

- A. The length of the duty day, which includes a forty (40) minute duty free lunch shall be seven (7) hours and fifteen (15) minutes. The regular duty day is currently scheduled to begin at 8:00 a.m. and end at 3:15 p.m.
- B. School site administrators shall make a good faith effort to minimize student supervision by classroom teachers during recess time through the utilization of site resources. Until such time, the site administrator shall arrange for a ten (10) minute rest period for any unit member who has scheduled recess duty.
- C.
 - 1. After consultation with the school staff, the workday schedule for each school site will be designed by the site administrator.
 - 2. Unit members who are required to travel between sites shall be allocated

reasonable time (i.e. to arrive safely and have appropriate time to set up materials). Travel time shall not infringe upon duty free lunch.

- D. A unit member shall be entitled to utilize up to twelve (12) occasions during non-instructional time each school year upon notification to the principal or designee. This provision shall not diminish the authority of an administrator to require attendance at scheduled District and site functions. The unit member may use these occasions for leaving early, after the safe dismissal of his/her students, or arriving late, during non-instructional time. Should an occasion be taken in the morning, when the unit member shall arrive late, the unit member shall notify the principal or designee the day prior and sign the appropriate log. The unit member shall arrive at the school site fifteen (15) minutes prior to the commencement of their instructional day. Support staff may utilize occasions for time periods of up to forty (40) minutes during their non-instructional time. However, support staff may also utilize occasions during early release teacher planning and preparation Thursdays. A unit member may take an occasion during the first and second trimester parent conference periods, as referenced in Section 6.2.0, if evidence has been submitted by the unit member that all required parent conferences have been scheduled.
- E. The immediate supervisor may permit a unit member participating in district or school sponsored events, other than staff development activities, that begin after that member's duty day to leave the building site after the safe dismissal of his/her class.
- F. Staff meetings shall not be held more than once a week, except for extenuating circumstances that are beyond the control of the site administrator who deems it necessary to meet before the next regularly scheduled meeting.
- G. Site administrators may extend unit member dismissal time to fifteen (15) minutes for either staff development or staff meetings. Notification shall be given in writing to each unit member no later than five (5) working days prior to the meeting. The extensions shall be only once per month, within the twelve (12) hours per work year, as provided for in Section 2.1, and shall not exceed two (2) hours per work year.
- H. When necessary, unit members may be required by their immediate supervisor to perform teaching-related duties outside the duty day, including but not limited to, staff-parent meetings, back-to-school night, open house, educational field trips, guidance assistance to pupils, and parent-teacher conferences. In no event will a unit member be required to serve more than twelve (12) hours per work year in these capacities, nor more than two (2) hours per workweek.
- I. All unit members shall initial a sign-in sheet on arrival and again on departure from the school.

- J. A unit member, performing District requested services beyond his/her regular contract period shall be compensated in accordance with Article 15, Section 6.
- K. The site administrator shall consult with the school staff in establishing activities for non-instructional hours.
- L. The District will adhere to the minimum annual number of instructional days as defined by California Education Code regulations. The daily number of instructional minutes shall be as follows:

<i>Transitional Kindergarten</i>	<i>300 minutes</i>
<i>Kindergarten</i>	<i>300 minutes</i>
<i>Grades 1-6</i>	<i>300 minutes</i>

The full-day transitional kindergarten and kindergarten programs shall take into consideration the developmental needs of TK/kindergarten students, including, but not limited to, developmentally appropriate activities, small group instruction, multi-modal interactions, etc. The District and school sites shall make every effort to provide assistance for small group instruction to facilitate a quality program.

- M. Notwithstanding provision L, the District has implemented a weekly schedule wherein the number of instructional minutes for four days is increased and the number of instructional minutes for one day is decreased in order to have one minimum student attendance day per week. Any such modified weekly schedule shall not increase the total number of instructional minutes on a weekly basis calculated pursuant to Provision L. The designated minimum student attendance days will be utilized as follows:
 1. Except as otherwise stated herein, there shall be are thirty-seven (37) minimum days during the school year. The District and Association shall consult to the calendar of minimum days. Eleven (11) such minimum days per school year shall mandatory District-wide or mandatory school site meetings. Ten (10) minimum days per school year shall be used for collaboration time for staff to plan their grade level curriculum to improve student performance. Each principal will consult with their teachers to determine the collaboration focus. Collaboration days will be dedicated to on-site team planning and preparation as determined by unit members in collaboration with their site supervisors. This applies to all unit members regardless of their assignment and position. Collaboration days will be calendared separately from district/school site days and teacher days. The parties agree that this provision shall not infringe on the District’s ability to provide the required instructional minutes for a school year. In the event the numbe of minimum days needs to be modified for this reason, the parties agree to consult.

2. Sixteen (16) such minimum days shall include only individual teacher planning and preparation. On four of these days, as calendered by the District annually, the individual teacher and planning and preparation will occur on campus.
 3. The Leadership Team and administrator at each site will meet at least twice annually to develop, implement, and evaluate the local school planning meetings.
- N. Teachers in grade Transitional Kindergarten, Kindergarten and 1, 2, & 3 will receive the following to be used in preparation of their report cards: the choice of one (1) substitute day, or a stipend equal to the cost of a substitute, for the first reporting period. Teachers in grades 4, 5, & 6 will receive the following to be used for the preparation of report cards: the choice of two (2) substitute days, or a stipend equal to the cost of a substitute, for the first reporting period and the choice of one (1) substitute day, or a stipend equal to the cost of a substitute, for the second reporting period. Teachers responsible for issuing progress reports for Special Education shall receive the choice of two (2) substitute days, or a stipend equal to the cost of substitute, for the first reporting period and the choice of one (1) substitute day, or a stipend equal to the cost of a substitute, for the second reporting period. Each year, teachers will notify their site principal in writing, in advance of each parent conference/reporting period, as to their choice of a substitute or stipend. Substitute days for this purpose will be scheduled by the District and must be used ten (10) days prior to and/or during the District designated reporting period and are not cumulative. If, through no fault of the District or the teacher, a substitute teacher is not available to cover for a scheduled substitute day, then the teacher will receive a stipend equal to the cost of the substitute. The teacher must first report to work and after a substitute has arrived, the teacher has the option to work on or off campus in a confidential, non-public setting.

For TK-6 teachers one (1) of the District's Thursday (minimum day) will be allocated for preparation of report cards during the third reporting period.

- O. Parent Conferences. During the first trimester parent conference period, the instructional day shall be reduced by ninety (90) minutes each day for five days, not including early dismissal Thursdays, to enable teachers to conduct parent conferences for all students. During the second trimester parent conference period, the instructional day shall be reduced by sixty (60) minutes each day for five (5) days, not including early dismissal Thursdays, to enable teachers to conduct parent conferences. During the first parent conference/reporting period teachers will conduct conferences for all students. During the second parent conference/reporting period, all parents will be informed of the opportunity to request a conference. Teachers will arrange conferences with those parents of students in grades 4–6, as determined by assessments selected by the District. For

grades TK–3, teachers will arrange conferences with those parents of students not yet meeting end-of-the-year grade level standards in most areas.

- P. Teachers whose substitute arrives fifteen (15) minutes later than the beginning of the job assignment (per Substitute Finder System, currently AESOP) will be re-credited accordingly in fifteen (15) minute increments.

- Q. Certificated unit members teaching in SDC Preschool shall be entitled to the same amount of planning, preparation and collaboration time as other certificated SDC teachers. Scheduled blocks of non instructional time shall be used for IEP meetings and case management. The Director of Student Support Services, in collaboration with SDC Preschool teachers will develop the daily schedule. No Preschool SDC teacher who teaches both a morning and afternoon preschool class will be required to conduct walk-on assessments.

ARTICLE 7

TRANSFER AND REASSIGNMENT

1. Definitions

- A. "Transfer" is defined as the permanent assignment of a unit member from one site to another.
- B. "Reassignment" is the movement of a unit member to a different assignment within the same site.
- C. "Voluntary Transfer or Reassignment" is a movement which is initiated and effected by the unit member.
- D. "Involuntary Transfer or Reassignment" is a movement which is initiated and effected by the Superintendent.
- E. "Seniority," for the purposes of this Article only, is defined as the unit member's initial date of service in the bargaining unit in any assignment other than Impact Teacher. Unit members with the same initial date of service shall have their seniority number determined by lot.
- F. "Vacancy" is defined as any position not currently filled by a probationary or permanent unit member, excluding those unit members who are on an approved leave of absence that requires a certification. An overflow class shall not be considered a vacancy.

2. Posting and Bidding Procedures

- A. This Article shall in no way abridge the right of the Superintendent to fill a vacancy with a new hire when the Superintendent determines that the new hire would be less disruptive to the class or is more qualified to fill the vacancy than existing unit members requesting a voluntary transfer.
- B. When a vacancy occurs at a school site fifteen (15) or more calendar days prior to the first student day of the school year, the principal will notify all unit members assigned to that site of the opening. Staff members at the site will have at least five (5) days after notification of the vacancy to request a reassignment before the position is posted district wide.
- C. When a vacancy occurs less than fifteen (15) calendar days prior to the first student day of the school year, or at any time during the school year, the position shall be filled on an interim basis for the remainder of the school year. These positions shall be considered vacant positions for the next school year.

- D. It shall be the responsibility of the principal to post the list on the specified posting dates in a conspicuous location for at least five (5) days.
- E. Notices of known vacancies for the coming school year shall be posted no later than April 30. Such notices shall be posted at least ten (10) days at the District office, on the EdJOIN.ORG internet web page, and on each Association bulletin board in each school. Such notices shall include the position description and location, grade level or subject matter assignment, appropriate major and minor field, experience, if applicable, and credential requirement. Copies of all notices of vacancies shall be mailed to the Association President at the same time they are posted.
- F. Notices of new vacancies which become available between May 1 and the last day of school will be posted at the site, District Office and on the EdJOIN.ORG Internet website for at least five (5) days. Unit members desiring to apply for a transfer to those vacant positions may do so by indicating their request via an email or call into the Human Resources Department. The posting shall include the position description and location, grade level or subject matter assignment, experience and credential requirements, if necessary or specifically applicable, and a closing date for applications.
- G. Notices of new vacancies which become available after the last student day of school and up to fifteen (15) calendar days prior to the first student day of a school year will be posted for at least five (5) days at the District Office and on the EdJOIN.ORG Internet website. Unit members desiring to apply for a transfer to those vacant positions may do so by indicating their request via an email or call into the Human Resources Department. The posting shall include the position description and location, grade level or subject matter assignment, experience and credential requirements, if necessary or specifically applicable, and a closing date for applications.

Posting and bidding procedures to fill the positions for the next school year shall be implemented within the current school year and any unit member selected for the transfer shall assume the vacant position at the beginning of the next school year.

3. Reassignment

- A. Unit members requesting a reassignment shall notify the principal in writing and shall be given consideration for the position.
- B. If a request for a reassignment is denied, then the unit member may request a meeting with the principal to discuss the reasons for such denial. An Association representative may accompany the unit member if he or she so desires.
- C. First consideration shall be given to filling vacancies via reassignment prior to the posting of the vacancy for voluntary transfer.

4. Voluntary Transfer

- A. The President of the Association shall receive notification of all Temporary hires including the reason for temporary status no later than September 1. Those positions shall be subject to the posting and bidding procedures in this Article relating to voluntary transfers. Posting and bidding procedures to fill the positions for the next school year shall be implemented within the current school year and any unit member selected for the transfer shall assume the vacant position at the beginning of the next school year.
- B. Any unit member may request, in writing, a voluntary transfer after completing one (1) year of service in the District. Such transfer requests will be valid for the current school year and shall include the grade and/or subject to which the unit member desires to be assigned and the school to which the unit member desires to be transferred in order of preference.
- C. Unit members who submit a transfer request during the established window period of a posted vacancy may interview for any or all positions for which they qualify.
- D. Voluntary transfers shall be based upon whether or not the voluntary transfer serves the educational needs of the District, as determined by the Superintendent. Primary consideration for such reassignments and transfers shall be as follows: District or school site programs, skills and abilities which support a community of learners, and/or special programs to meet the needs of students. Voluntary transfers shall be based on the following criteria:
 - 1. Credentials
 - 2. Qualifications for the position
 - 3. Professional training and experienceAll other factors being equal, the unit member with the most districtwide seniority shall be given primary consideration.
- E. If a voluntary transfer request is denied, the affected unit member may request a meeting with the Superintendent or his/her designee to discuss the reasons for such denial. Upon request, the Superintendent or his/her designee shall provide the unit member with a written statement of the reasons for the denial. The unit member may be accompanied by an Association representative if he/she so desires.
- F. No unit member shall be pressured to request a voluntary transfer or reassignment.
- G. A Site Interview Committee composed of administrator(s) and unit members shall be formed to interview those individuals requesting the transfer to the site. The site interview committee will meet prior to the interview to determine specific selection criteria and to review the interview questions and procedures.

Unit members desiring a posted position shall interview with the committee at a mutually agreeable date and time. The site administrator shall be responsible to contact all transfer applicants to schedule interviews for voluntary transfers. The Site Interview Committee shall act in an advisory capacity to the site administrator. The Site administrator shall have the final responsibility to grant or deny a voluntary transfer.

- H. This Article shall in no way abridge the right of the Superintendent to fill a vacancy with a new hire when the Superintendent determines that the new hire would be less disruptive to the class or is more qualified to fill the vacancy than existing unit members requesting a voluntary transfer.
- I. Consideration shall be given to filling the vacancy via voluntary transfer prior to filling the vacancy with a unit member returning from an uncompensated leave of absence.

5. Involuntary Transfer and Reassignments

A. Involuntary transfers and reassignments shall be based upon whether or not the involuntary transfer or reassignment serves the educational needs of the District, as determined by the Superintendent. Primary consideration for such transfers or reassignments shall be as follows: District or school site programs, skills and abilities which support a community of learners, and/or special programs to meet the needs of the students. Involuntary transfers shall be based on the following criteria:

- 1. Credentials
- 2. Qualifications for the position
- 3. Professional training and experience
- 4. Change in enrollment

At least three (3) working days prior to the notice of involuntary transfer being sent, the Superintendent and/or his/her designee shall meet with the Association President and/or his/her designee to discuss the reason(s) for the involuntary transfer.

- B. A notice of involuntary transfer or reassignment for the coming school year shall be given in writing to the unit member not less than thirty (30) working days prior to the end of the current school year, year-round or traditional. Notice of an involuntary transfer or reassignment for the current school year shall be given in writing to the unit member as soon as it is known.
- C. A unit member being involuntarily transferred or reassigned may indicate preferences for transfer or reassignment from a list of known vacancies.
- D. If a unit member is involuntarily transferred or reassigned, he/she may appeal the decision to the Assistant Superintendent of Human Resources. The unit member may be accompanied by an Association representative if he/she so desires. If the unit member is not satisfied with the decision of the

Assistant Superintendent of Human Resources, he/she may appeal to the Superintendent. The unit member may be accompanied by an Association representative if he/she so desires. Upon request, the Superintendent shall provide the unit member with a written statement of the reasons for the involuntary transfer or reassignment.

- E. Involuntary transfers or reassignments because of change in enrollment or other situations may be made at any time during the school year. However, when such transfers or reassignments are necessary, the following procedures will be followed:
1. Advance notification will be given the unit member being transferred, such notification to be given not later than seven (7) school days immediately preceding the unit member's day of detachment.
 2. When a need for a transfer exists, the number of times a unit member has previously been transferred or reassigned will be reviewed. Primary consideration shall be given to those unit members who have not been recently transferred or reassigned.
 3. Upon request, the receiving principal shall permit the unit member being transferred one day of instruction free duty time for preparation and orientation in the receiving school.
 4. If a transfer occurs after students have begun the school year, the site administrators at the sending and receiving schools shall each permit the unit member getting transferred a day and one-half (1½) of instruction free duty time for preparation, totaling three (3) full days with an additional day possible at the discretion of the Superintendent.
 5. If a grade level reassignment occurs after students have begun the school year, the site administrator shall permit the unit member being reassigned a minimum of one (1) duty-free day of instructional time for room preparation with an additional day possible at the discretion of the Superintendent. If a room change occurs after the students have begun the school year, the site administrator shall permit the unit member being reassigned a minimum of two (2) duty-free days of instructional time for room preparation, with an additional day possible at the discretion of the Superintendent *if* both grade level and room change occur.
 6. The district will provide transportation and labor to move the unit member's materials to the new assigned location.
 7. No unit member's supplies or equipment shall be packed, labeled, or moved without the unit member having been contacted. If contact is not possible, an NCETA representative may be present during the

packing process. The relocation of the supplies and equipment shall then be the responsibility of the District. After material to be moved has been packed and labeled, no unit member shall be required to move materials, supplies, or equipment in facilitating a transfer or reassignment.

- F. An involuntary transfer or reassignment shall not result in the loss of seniority or any health or welfare benefit to a unit member

ARTICLE 8

LEAVES

1. Sick Leave

- A. Unit members employed on a full-time basis shall earn ten (10) days of sick leave per school year for use if absent from duty because of illness or injury. The unused portion of annual sick leave shall accumulate from year to year. A bargaining unit member who works part-time, during summer school or intersession shall be entitled to earn and use a prorated amount of such sick leave.
- B. Should a unit member be transferred from a day less than maximum time to one of greater (or maximum) time, said employee's accumulated sick leave days shall be reduced in direct proportion to the ratio of time previously worked per day to time presently worked per day. The converse of this rule applies to unit members whose day decreases.
- C. A unit member who has exhausted all accumulated sick leave due to absence from duty on account of illness or accident for more than his/her sick leave entitlement shall be entitled to receive the difference between his/her regular salary and that actually paid or that which would have been paid to a substitute up to a period of five (5) school months. The sick leave, including accumulated sick leave and the five-month period, shall run consecutively.
- D. Unit members requesting sick leave benefits may be required to submit a physician's statement.
- E. A sick leave absence shall commence when the unit member or agent of the unit member calls in to report the absence. A sick leave day once commenced may not be reinstated without the approval of the site administrator.
- F. Should a unit member, in the opinion of an administrator, show evidence of deviation from normal physical or mental health, the administrator shall report this to the Superintendent who shall recommend a course of action in accordance with state law.
- G. Misuse of sick leave shall be considered grounds for disciplinary action.
- H. In accordance with state law, unit members receive credit for unused sick leave in the computation of their retirement benefits.
- I. 1. The District shall establish a catastrophic illness/injury leave bank to which eligible unit members may voluntarily donate earned sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic leave Bank

Donation Form.” Leave may be donated either to an individual or to the district-wide leave bank at the option of the donor.

2. A catastrophic illness/injury is defined to mean an illness/injury that is expected to incapacitate the unit member, or his or her immediate family member, for an extended period of time and would require the unit member to take extended time off from work which creates a financial hardship for the unit member in that he or she has exhausted all sick leave and other paid time off.

Members of the immediate family, as used in this section, shall include the following relatives of the unit member or the unit member’s spouse or properly registered domestic partner: husband, wife, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter-in-law, step-parent, step-child, brother, sister, current foster son or daughter or any relative living in the immediate household of the unit member.

3. Qualifications to make donations are as follows:
 - a. The eligible unit member may donate up to ten percent (10%), but not less than one (1) day, of his/her accrued sick leave to the bank in one (1) school year.
 - b. Donations may be made at any time during the year. The NCETA shall encourage members to donate during the 20 working days of the school year.
4. Any permanent unit member is eligible to apply for use of sick leave days from the bank. To be eligible for use of bank days, the unit member must have exhausted all accumulated sick leave and any other forms of paid leave and have previously contributed to the catastrophic leave bank.
5. Donation or utilization of days is based upon full-time employment. Utilization for part-time employees shall be credited or used on a pro-rata basis.
6. The maximum number of days to be utilized from the district-wide leave bank by any one eligible unit member for a single catastrophic illness/injury or the maximum amount per school year shall be no more than sixty (60) working days or one-half (1/2) of the amount of available days in the bank. A unit member requesting use of the bank hours must provide the district with written verification of the illness/injury prepared by a licensed physician of the state of California. Unused days taken from the pool shall revert to the district-wide leave bank.
7. Solicitation for the bank shall be administered by NCETA.

8. All requests shall be submitted in writing to the Human Resources Department. Upon receipt, the department shall provide a copy of the provisions of this agreement to the applicant with a copy of this contract provision. It shall be the responsibility of the applicant to satisfy all conditions of eligibility.
9. The Director of Human Resources and the NCETA President or designee shall meet to verify employee eligibility. The NCETA representative shall not be a relative of or work at the same site as the applicant.
10. NCETA shall hold harmless and indemnify the District from all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this article.

2. Leaves of Absence for Industrial Accident and Illness

- A. Industrial accident or illness leave of absence of up to sixty (60) days shall be granted to a unit member in accordance with the provisions of this section.
- B. Allowable leave shall not be accumulative from year to year.
- C. Industrial accident or illness leave will commence on the first day of absence.
- D. Payment of wages lost on any day shall not, when added to an award granted the unit member under workers' compensation laws for the State, exceed the wages for the day.
- E. Industrial accident leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made pursuant to workers' compensation proceedings.
- F. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the unit member shall be entitled to only that amount of leave remaining at the end of the fiscal year in which the injury or illness occurred.
- G. When entitlement to industrial accident or illness leave has been exhausted or not earned, entitlement to other sick leave may be used. A unit member shall be entitled to use only so much of the available sick leave which, when added to the workers' compensation award, provides for a full day's wages or salary.
- H. During all paid leaves of absence, unit members may endorse to the District the temporary disability indemnity received on account of the member's industrial accident or illness. The District, in turn, shall issue the unit member appropriate salary warrants for payment of the unit member's salary and shall deduct normal

retirement, or authorized contributions, and the temporary disability indemnity, if any, actually paid to and retained by the unit member for the period covered by such salary warrants.

- I. Any unit member receiving benefits as a result of this section shall, during the periods of injury or illness, remain within the state of California, unless the Board authorizes travel outside the state.
- J. Parental/Baby-Bonding Leave: When an employee has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right Act (Government Code section 12945.2), the amount deducted from the unit member's pay for the remainder of the 12-workweek period shall not exceed the sum that is actually paid to a substitute employee employed to fill his or her position during his or her absence or, if no substitute employee was employed, the amount that would have been paid to a substitute had he or she been employed. The District will make every reasonable effort to secure the services of a substitute employee.

An employee is not required to have 1,250 hours of service with the District during the previous 12-month period in order to take parental leave under this section. However, parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during the 12-month period.

An eligible employee may take parental leave only within the first 12 months after birth or placement of the child. When both parents work for the District, parents may take a maximum combined total of 12 weeks of parental leave during any 12-month period.

If an employee seeks to take parental leave, as specified above, but has not exhausted all available sick leave, the unit member may use sick leave for parental leave purposes. However, the 12-workweeks of paid parental leave period shall only be available to members who exhaust all sick leave before or during the 12-workweek period and shall be reduced by any such period of sick leave taken during the 12-workweek period of parental leave.

Nothing in this section shall be interpreted to prohibit an employee who does not wish to exhaust his or her sick leave from requesting and receiving up to 12 workweeks of unpaid leave for child bonding purposes under the Family Medical Leave provisions set forth in Article 8, section 6, so long as the employee qualifies for such leave.

The foregoing provisions are intended to comply with Education Code section 44977.5 (AB 2393).

3. Bereavement Leave

- A. Every unit member is entitled to a leave of absence, not to exceed three (3) days or five (5) days if travel of 250 miles (one way) from the unit member's residence is required, on account of the death of any member of the immediate family. No deduction shall be made from the salary of such unit member nor shall leave be deducted from leave granted by other sections of the Agreement.
- B. Members of the immediate family, as used in this section, shall include the following relatives of the unit member or the unit member's spouse or properly registered domestic partner: husband, wife, mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, step-parent, step-child, brother, sister, current foster son or daughter, or any relative living in the immediate household of the unit member.
- C. In cases involving a long-established personal relationship between a unit member and an individual residing within the same household, bereavement leave may be granted at the discretion of the Superintendent.

4. Personal Necessity Leave

- A. The Board shall provide for a unit member's absence for personal necessity while charging such absence to accumulated sick leave benefits.
- B. The total number of days used for Personal necessity leave in any school year may not exceed seven (7). Acceptable reasons for the use of personal necessity shall include:
 - 1. Death of member of the immediate family when the number of days of absence exceeds the limits set by bereavement leave provisions.
 - 2. For members of the family not provided for in 3.B who have a close personal relationship with the unit member but are not residing in the same household.
 - 3. An accident involving the unit member's person or property or the person or property of a member of the unit member's immediate family.
 - 4. A serious illness of a member of the unit member's immediate family.
 - 5. Fire, flood or other immediate danger to the unit member's personal property.
 - 6. Personal business of a serious nature which the employee cannot disregard.

- C. When possible, requests for personal necessity leave shall be made at least three (3) days in advance to the site administrator and forwarded to the Superintendent, who reserves the right to verify such requests by any appropriate means.
- D. Advance permission is not required in the following situations:
 - 1. Death or serious illness of a member of the unit member's family. (As defined under Section 3.B herein).
 - 2. Accident involving the person or property of the unit member, or the person or property of a member of the unit member's family.
- E. "Personal necessity" leave may be allowed for other reasons at the discretion of the Superintendent or designee. Leave for personal convenience, civic or non-emergency reasons or circumstances created by the choice of the unit member does not constitute personal necessity leave.
- F. In no case shall personal necessity leave be used for:
 - 1. Extension of a school holiday or vacation.
 - 2. Extension of an approved vacation.
 - 3. Personal vacation when not provided under the terms of employment.
 - 4. Social event (wedding of self or family member, reunion, etc.).
 - 5. Convention related to unit member's avocation or religion.

5. Pregnancy Leave

- A. Unit members may use sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom. The length of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the unit member and her physician.

6. Family Medical Leave

- A. It is the intent of this provision to be consistent with the Federal Family Medical Leave Act of 1993 (29 U.S.C. § 2601 *et seq.*) and the California Family Rights Act of 1991, as amended October 5, 1993 (Cal. Govt. Code § 12945.2). It shall be interpreted so that there will be no violation of state or federal law.
- B. Full-time certificated employees with more than twelve (12) months of continuous service with the District shall be granted an unpaid family care and

medical leave for up to a total of twelve (12) work weeks in a school year (July 1 through June 30) pursuant to the requirements of this provision. Part-time certificated employees who have completed at least 1,250 hours of service in the twelve (12) months preceding the leave shall be entitled to the same benefit. For purposes of this provision, the term “family care and medical leave” means either (a) leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child or foster care of the child by the employee, within one year of such birth or placement; (b) leave to care for the employee’s spouse or properly registered domestic partner, child or parent with a serious health condition; or (c) leave because of a serious health condition of the employee that makes the employee unable to perform the functions of his or her position, except for leave taken for disability on account of pregnancy, childbirth or related medical conditions.

- C. For purposes of this provision, the term “child” means a biological, adopted, or foster child, a step-child, a legal ward, or a child of an employee standing in loco parentis who is either (a) under eighteen (18) years of age or (b) over eighteen (18) years of age and incapable of self-care because of a mental or physical disability.

For purposes of this provision, the term “parent” means biological, foster, or adoptive parent, a stepparent or a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

For purposes of this provision, the term “serious health condition” means an illness, injury, impairment, or physical or mental condition which involves either of the following:

1. Inpatient care in a hospital, hospice, or residential health care facility; or
2. Continuing treatment or continuing supervision by a health care provider.

For purposes of this provision, the term “health care provider” means an individual holding either a physician’s and surgeon’s certificate issued pursuant to applicable law, or an osteopathic physician’s and surgeon’s certificate issued pursuant to applicable law, or an individual who has been determined by the United States Secretary of labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.

- D. An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave an employee shall retain employee status with the district, and such leave shall not constitute a break in service. An employee returning from an unpaid family care leave shall have no less seniority than when the leave commenced.

- E. If the employee learns of facts necessitating a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District immediately. A minimum of thirty calendar days written notice is required.
- F. If the employee learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the employee shall provide written notice to the District as soon as possible. The employee is required to provide the District with written notice within five (5) working days of learning of the need for the leave.
- G. If the employee's need for the leave is foreseeable due to a planned medical treatment or planned supervision of the employee, or that of a child, parent, spouse or properly registered domestic partner with a serious health condition, the employee shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.
- H. The District requires that an employee's request for a family medical leave be supported by a written certification issued by the health care provider of the individual family member requiring care.
 - 1. If the employee is requesting the leave to care for a child, parent, spouse, or a properly registered domestic partner, with a serious health condition, the certification shall include:
 - a. the date on which the serious health condition commenced;
 - b. the probable duration of the condition;
 - c. an estimate of the time that the health care provider believes the employee needs to care for the individual requiring the care.
 - d. a statement that the serious health condition warrants the participation of the employee to provide care for the employee's child, parent, spouse, or properly registered domestic partner.
 - 2. If the employee is requesting the leave for his or her own serious medical condition, the certification shall include;
 - a. the date on which the serious health condition commenced;
 - b. the probable duration of the condition;

- c. a statement that, due to the serious health condition, the employee is unable to perform the function of his or her position.

If additional leave is requested beyond the period stated in the certification, the District may require the employee to obtain recertification in accordance with the procedures set forth above.

- I. As a condition of an employee's return from leave taken because of the employee's own serious health condition, the employee shall obtain certification from his or her health care provider that the employee is able to resume work.
- J. An eligible employee may elect, or the District may require the employee, to substitute accrued paid leave such as sick leave, differential pay sick leave, or any other paid leave for any part of the twelve (12) work week period.
- K. Family medical leave taken because of the serious health condition of the employee or the employee's spouse or properly registered domestic partner, child, or parent may be taken intermittently or on a reduced schedule leave when medically necessary. Intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child or placement of a child with the employee shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the employee.
- L. If an employee requests intermittent leave, or a reduced schedule leave, the District may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which the employee is qualified for, which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position.
- M. During any period, an employee takes unpaid family care and medical leave the District shall maintain and pay for coverage for current health and welfare benefits for a maximum of twelve (12) work weeks. The District may recover the premium that it paid as required by this provision for maintaining coverage for the employee under the group health plan if both of the following conditions occur:
 - 1. The employee fails to return from leave after the period of leave to which the employee is entitled has expired.
 - 2. The employee's failure to return from leave is for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to family care and medical leave or other circumstances beyond the control of the employee.

- N. If both parents are employed by the District, the District shall not be required to grant leave in connection with the birth, adoption, or foster care of a child that would allow the parents family care and medical leave totaling more than twelve (12) work weeks within a school year (July 1 through June 30).
- O. Leave taken under the pregnancy disability provision set forth at provision 5 runs concurrently with family care and medical leave under federal law, but not family and medical leave under California law. Consequently, an eligible employee may take a pregnancy disability leave of up to four (4) months and family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks (approximately seven (7) months).
- P. Leave taken under the industrial accident or illness disability provision set forth at provision 2 runs concurrently with family care and medical leave under both federal and state law. An eligible employee may take a combined industrial accident or illness and family care and medical leave for a maximum total of twelve (12) work weeks in a school year (July 1 through June 30).

7. Uncompensated Leave

- A. The Board may consider on an individual basis a request by a unit member for an uncompensated leave of absence of fifteen (15) working days or more.

- B. Purpose

Uncompensated leave may be granted for the following purposes:

1. Study
2. Travel
3. Health
4. Personal Hardship
5. Child-rearing and the preparation therefore
6. Professional Service in education related fields

- C. Application

Except in cases of emergencies, requests for uncompensated leave of fifteen working days or more shall be made to the Superintendent and those for less than fifteen (15) working days to the unit member's supervisor or principal thirty (30) calendar days prior to the desired commencement of the leave.

D. Period of Leave

An uncompensated leave of absence of fifteen (15) working days or more may be granted by the Board for a period up to one (1) school year. A unit member may request an extension of this uncompensated leave for an additional period of time. Any uncompensated leave of absence request for less than fifteen (15) working days in a school year is granted at the discretion of the supervisor or principal and must be submitted on the appropriate Absentee Report/Leave Request form. Should the supervisor or principal deny the request, the unit member may file a written appeal with the superintendent.

E. Commitment of Unit Member

The unit member granted an uncompensated leave shall inform the Board by April 1, as to his/her intentions for the following year.

F. Commitment of Employer

At the expiration of the uncompensated leave, the unit member shall be offered the same or a like position to that previously held. Course credit obtained during uncompensated leave may be applied toward credit on the salary schedule. While on uncompensated leave, a unit member shall be entitled to insurance benefits provided to other unit members if he/she pays the premiums thereof and he/she is eligible under the terms of the insurance carrier.

8. Sabbatical Leave

A. Sabbatical leave of absence is a privilege accorded to qualified unit members and is provided for as a leave of absence not to exceed one (1) year for the purpose of permitting study or project participation by the unit member which will benefit the schools and pupils of the District.

B. Qualification for Sabbatical Leave

1. Service

A unit member is eligible to apply for a one (1) year leave, a one (1) semester leave, or a leave for two (2) nonconsecutive semesters within a three (3) year period of time after the completion of each seven consecutive years of teaching in the District. Absence from service on a leave granted by the Board shall not constitute a break in service for the establishment of eligibility for a sabbatical leave, but it shall not be counted as one (1) of the seven (7) consecutive years. Qualifying service shall be construed as seventy-five percent (75%) of the teaching days for each school year. Absence from service of the District for a period of not more than one (1) year under a leave of absence, without pay, granted by

the Board for services under a nationally recognized fellowship or foundation for research, teaching, or lecturing shall to be deemed a break in the continuity of service required and shall be included as a year of service in computing the seven (7) years of service required.

2. Frequency

No more than one (1) sabbatical leave shall be granted to a unit member within each seven (7) year period of his/her employment with the District. This applies equally to a full year leave, a nonconsecutive two (2) semester leave or a one (1) semester leave. A unit member applying for a one (1) semester leave shall have the right to apply for an additional one (1) semester leave within the three (3) year period.

3. Standard of Service

Any year after the first two (2) years of service in the District in which the unit member receives an annual evaluation report of less than “satisfactory” overall shall not be included as one (1) of the seven (7) consecutive years of service required although such a year shall not be considered as a break in the continuity of service.

C. Types of Sabbatical Leaves

1. Program

The applicant will submit a statement of the program that he/she proposes to follow while on leave to meet the purposes of sabbatical leave. The program of the applicant must be such as to assist the unit member in becoming a better informed, better prepared, and more effective teacher which will contribute immediately in some identifiable manner to the benefit of the educational program for students.

2. Advanced Academic Study

Applicants for sabbatical leave under this Section shall submit a detailed program of academic study and pursue a full load or the equivalent thereof. (This may vary considerably according to the plan of the applicant – an advanced degree, another credential, research problem, etc.).

3. Professional Study Projects

An applicant for a sabbatical leave under this Section shall submit a detailed statement of the professional study project to be undertaken. While such studies need not be undertaken under the auspices of a collegiate institution, they must constitute an organized program of full-time study or research designed to enhance the unit member's performance in his/her area of specialization.

4. Combination Leave

Subject to Board approval, an applicant may receive a sabbatical leave in combination of any of the before-mentioned sections.

D. Sabbatical Leave Requirements

1. Return to Service

The unit member must agree in writing to return to service in the district for twice the period of leave taken after the completion of the sabbatical leave.

2. Reports of Completion

Upon completion of the leave and within ninety (90) days of the unit member's return to duty, he/she shall submit to the Superintendent transcript of records of work taken and grades earned or summary of his/her study or project together with a statement of the educational growth believed obtained and any other evidence which may indicate that he/she has met the objectives stated in his/her application. The requirements of the sabbatical leave shall not be considered complete until the unit member's report has been reviewed by the Superintendent and the Board.

3. Application for Sabbatical Leave

Sabbatical applications should be submitted to the Superintendent by January 1, of the year preceding the school year for which a full year's leave is desired or at least five (5) months preceding the date of beginning a full semester leave.

E. Procedures for Approval of Leave

1. Typewritten proposals submitted with the application for sabbatical leave shall include:
 - a. Statement of purpose
 - b. Description of the activities planned during the leave
 - c. Contribution of the leave to both the improvement of the unit member and the education of students
 - d. Procedure to be used in reporting the results of the leave
2. All proposals shall be submitted to the Superintendent who shall make his/her recommendation concerning approval of the proposal to the Board.
3. The number of certificated employees, if any, on sabbatical leave shall be at the discretion of the Board.
4. If a unit member fails to follow the program for which he/she was granted a leave of absence, all salary paid to such member during the leave shall become due to the District.
5. If a unit member is temporarily disabled while on leave, the paid sick leave policy of the District shall be enforced as though the member is regularly employed during the period of leave.
6. Should the unit member elect to take his/her sabbatical in a part of the world where the District paid insurance is not valid, the school District may elect to pay an equal premium for another health and accident insurance policy valid outside the United States or the district may pay the amount of the premium of the District group health policy to the unit member in cash; and he/she shall select and pay for an insurance policy. A copy of said insurance policy shall be filed with the District.
7. Both the Board and District shall be freed from any liability for payment of any compensation or damages provided by law for the death or injury of any unit member of the District when death or injury occurs while the employee is on a sabbatical leave.

F. Compensation While on Sabbatical Leave

1. A unit member while on a full-school year sabbatical leave shall receive fifty percent (50%) of the contracted salary he/she would have received had he/she been serving in his/her regular assignment in the District.

2. A unit member on a full one (1) semester leave shall receive fifty percent (50%) of the contracted salary he/she would have received had he/she been in his/her regular assignment in the District.
3. The unit member on leave may elect to be paid in either of two (2) ways:
 - a. The salary may be paid in two (2) equal annual installments during the first two (2) years of service rendered in the employ of the Board following the return of the employee from a leave of absence for one (1) year.
 - b. The salary may be paid in the same manner, although not in the same amount, as if the unit member were teaching in the District upon furnishing, by the unit member, of a suitable bond indemnifying the Board against loss in the event that the unit member fails to render at least two (2) years of service in the District following the return of the unit member from the sabbatical leave.

G. Effect of Leave on Salary Increments and Retirement

1. The leave of absence shall be considered as time in service to the District for salary schedule purposes, and the unit member shall not suffer any loss of increment or class changes due him/her. Further, he/she shall be subject to the existing salary schedule upon his/her return.
2. The leave of absence shall be considered as time in service in the District for retirement purposes. Retirement deductions will be made in proportion to the salary received.

H. Board Action

Compliance with the requirements stated in this Section does not imply granting of sabbatical leave. The decision rests solely with the Board.

9. Teacher Exchange Program

To facilitate advanced teacher training beyond that which can be accomplished in an accredited academic institution, a unit member may request to participate in a certificated or credentialed program in another district. While in this program, the unit member shall not suffer any loss of increment or class changes due him/her.

10. Personal Leave

- A. A unit member shall be entitled to use three (3) days of accumulated sick leave per school year for any purpose which such unit member deems sufficiently important to absent himself/herself from his/her duties. The unit member is

allowed to accumulate and use any unused portion up to five (5) days per year. Effective July 1, 2004, unit members may not take more than three (3) consecutive days of personal leave.

- B. A unit member shall notify his/her site administrator at least twenty-four (24) hours in advance of taking such leave. In no event, however, shall a unit member be required to explain the purpose for which such leave was used.
- C. At no time will more than fifteen percent (15%) of the total number of unit members at any one site be allowed to use their personal leave entitlement on the same day.

11. Subpoena Leave

- A. Subpoena Leave shall be provided when an employee is absent because of mandatory court appearance as a witness, not a litigant, in response to a subpoena duly served. An employee shall not suffer monetary loss or gain by reason of this service.
- B. A copy of the subpoena or a certificate of the clerk of the court and a report of fees received, exclusive of mileage, shall be filed with the absence report in the District Office.

12. Jury Duty Leave

- A. A unit member that chooses to serve jury duty during non-work days shall be compensated at the rate of \$100.00 per day, not to exceed 10 days.
- B. A unit member will receive payment after receipt by Human Resources of the following documentation:
 - 1. A copy of original jury notice.
 - 2. A copy of the jury notice showing the date to appear during non-working days.
 - 3. A validation of each day of jury duty served.

ARTICLE 9

SAFETY CONDITIONS OF EMPLOYMENT

1. Unit members shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well being. For purposes of this section, unsafe conditions shall be determined with reference to applicable municipal and state law governing occupational safety.
2. A unit member who becomes aware of a possible hazard to occupational safety within a school building or on school premises shall immediately inform the immediate supervisor, in writing, of such possible hazard. The immediate supervisor or designee shall investigate the communication of a possible hazard and report back in writing to the unit member within five (5) working days any findings and recommendations. If there is an actual hazard, the immediate supervisor or designee shall report in writing what remediation has taken place or may take place in the future.
3. Every unit member shall hold students accountable for their conduct while at school. A unit member may use such reasonable force as is necessary to protect the unit member from personal injury. The unit member shall use only the amount of physical control necessary to avoid personal injury, or to protect the health and safety of others, or to protect property. Any time a unit member uses physical force against a student, another employee or another individual, the unit member shall report the incident, in writing, within twenty-four (24) hours to the immediate supervisor.
 - A. The district shall annually make available Nonviolent Crisis Prevention Intervention Training (C.P.I.) for unit members who desire to participate in such training.
4. A unit member shall report immediately to the immediate supervisor, in writing, any incident involving verbal threats, intimidation, or the use or attempted use of unreasonable physical force against a unit member by a student, another employee, parent, or another individual. The district shall report all criminal conduct involving the use or attempted use of unreasonable physical force to the proper law enforcement authorities, and unit members shall cooperate and participate in any follow-up investigations and prosecutions.
5. A written description of the rights and responsibilities of all unit members, parents and students with respect to student discipline shall be presented by the District to unit members, parents and students annually.
6. If, in the opinion of a unit member, a student or other individual, (including, but not limited to a parent), poses a threat of personal injury to any individual on school premises, the unit member shall notify the site administrator immediately. If the site administrator is not present, then the designee of the site administrator shall be notified

immediately. He/she shall take appropriate action pursuant to the School Plan. Each site will design a plan to handle such cases when the principal is not available.

7. A unit member may suspend for grounds listed in Education code section 48900, (see below) any student from his/her class for the day of the suspension and the day following. The teacher shall immediately report the suspension to the site administrator and send the pupil to the site administrator for appropriate action. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent/teacher conference regarding the suspension. A school administrator shall attend the conference if the teacher or the parent or guardian so requests. The pupil shall not be returned to the class from which he/she was suspended, during the period of the suspension, without the concurrence of the teacher of the class and the site administrator. A pupil suspended from a class shall not be placed in another regular class during the period of suspension.

Educational Code 48900 is summarized as:

- a. Caused, attempted to cause, or threatened to cause physical injury to another person, except in self-defense.
 - b. Possessed, sold or furnished any weapons or other dangerous objects.
 - c. Possessed, used, sold, or furnished drugs, intoxicants or alcohol.
 - d. Committed or attempted to commit robbery or extortion.
 - e. Caused or attempted damage to school property
 - f. Possession and use of any products containing tobacco or nicotine products.
 - g. Possessed, sold or furnished any drug paraphernalia.
 - h. Disrupted school activities or willfully defied authority of school personnel engaged in the performance of their duties.
 - i. Committed an obscene act or engaged in habitual profanity or vulgarity
 - j. Committed or attempted to commit a sexual assault.
 - k. A pupil may be suspended or expelled for any of the acts summarized in a. through j. which are school related, that occur at any time, including, but not limited to any of the following:
 1. While on school grounds
 2. While going to or coming from school
 3. During the lunch period whether on or off the campus
 4. During or while going to or coming from a school sponsored activity.
8. If transportation for a sick or injured student is required, the unit member shall notify the site administrator for appropriate action. If the site administrator is not available, the designee of the administrator will be notified. Students who are sick or injured and who continue to pose a threat to themselves or others or who will disrupt the educational

process will not be returned to the classroom on the same day that they are sent to the site administrator or nurse.

9. The District shall provide every classroom used for instruction with a functioning electronic signaling device to enable communication to the site administrator of the need for immediate assistance, and will repair any such non-functioning electronic signaling device within a reasonable time after written notice from the unit member.
10. During working hours, the room designated as a Faculty Lounge at each site shall not be used on a regularly scheduled basis for anything other than a faculty rest/lunch area.
11. When a unit member's classroom is to be used by individuals who are not employees or students, the site administrator or designee shall notify when possible the unit member in advance so that the unit member may take steps to protect personal property.

ARTICLE 10

CLASS SIZE

1. The Board shall strive to maintain a Preschool class size of twenty-four (24) pupils with a ratio of one (1) adult for each eight (8) pupils.
2. Commencing in 2010-2011 Class Size shall not exceed 30:1 for grades TK - 3 and 33:1 for grades 4 – 6. However, for the 2016-2017 school year, the 2017-2018 school year and the 2018-2019 school year TK-3 class size shall not exceed 24:1 as long as the State of California continues to fund class size at 24:1 for TK-3 through Grade Span Funding in the Local Control Funding Formula for the 2014-2015 and the 2015-2016 school years. The funding from the State of California for Grade Span Funding must be equal to or exceed the amount received from the District in the 2013-2014 school year.
3. In the event that class sizes for grades 4, 5, and 6 contained in Section 2 are exceeded for a building site for five (5) duty days, exclusive of the conditions in Section 5, the teacher shall be entitled to compensation at the rate of \$10.00 per child for as long as said child/children remain in the class. A class may not have thirty-four (34) children for more than twenty (20) days per school year. No class shall exceed thirty-four 34 children at any time. In the event that class size reduction program participation in any grades K-3 is discontinued, this provision shall also pertain to those grades.
4. Each classroom teacher in grades 4, 5, & 6 shall be responsible for monitoring his/her classroom. Any teacher, whose class size exceeds the maximums stated in Section 2, shall notify the principal, in writing, on the days that occurs. On the 6th duty day, after the written notice has been forwarded to the principal, said teacher shall be entitled to \$10.00 per child, per day for as long as the model in Section 2 is exceeded. In the event that class size reduction program participation in any grades K-3 is discontinued, this provision shall also pertain to those grades.
5. The class sizes contained in Section 2 do not apply to special Education classes or teachers. Special Education classes shall be maintained as follows:
 - a. Students with emotional disabilities 1:8
 - b. Special Day classes not to exceed 1:14
 - c. No Special Day class shall be composed of more than one-third (1/3) of students with emotional disabilities.
 - d. All other Special Education classes shall be determined in accordance with state-mandated policies/laws.
 - e. Students being mainstreamed, into classrooms for less than one-half (1/2) of the school day shall not count as part of the student ratio in that class. However, the primary grade class size maximum and the upper grade maximum shall not be exceeded at any time unless the principal determines it is necessary to exceed the maximum to accommodate a special education student into the general education

setting. If the maximum is exceeded for this reason, the classroom teacher will receive ten dollars (\$10) daily per child.

6. Any students being placed into classrooms other than the regularly assigned classroom for either language arts or math shall not exceed the primary grade class size maximum and the upper grade maximum at any time.
 - A. Prior to the start of the school year, principals will balance the distribution of students identified to receive special services among the classrooms to lessen the impact on any individual classroom.
7. A unit member may volunteer to provide class coverage for a temporarily absent teacher when no substitute is available and be compensated at an additional sixty dollars (\$60) for each day coverage is provided. If a unit member volunteers to provide such class coverage, the principal may place eight (8) students in the unit member's classroom for the day. No unit member will be required to provide class coverage under this section.

ARTICLE 11

EVALUATION PROCEDURES

1. The National School District evaluation process adheres to Section 44662 of the California Education Code, SB 813 (Stull Act), which includes evaluation of the progress of pupils towards standards of expected pupil achievement; instructional techniques and strategies; adherence to curricular objectives; and establishment and maintenance of a suitable learning environment. The District shall evaluate and assess employee competency as it reasonably relates to these areas using the following California Standards for the Teaching Profession (CSTP). The CSTP correspond to the criteria established in the Education Code in the following manner:

Standard 1: Engaging and Supporting All Students in Learning

Stull Act: Instructional Techniques and Strategies

Standard 2: Creating and Maintaining Effective Environments for Student Learning

Stull Act: Suitable Learning Environment

Standard 3: Understanding and Organizing Subject Matter for Student Learning

Stull Act: Adherence to Curricular Objectives

Standard 4: Planning Instruction and Designing Learning Experiences for All Students

Stull Act: Instructional Techniques and Strategies

Standard 5: Assessing Student Learning

Stull Act: Pupil Progress Towards Expected Achievement

Standard 6: Developing as a Professional Educator

Stull Act: Professional Growth

2. Components of the Evaluation Process
The evaluation procedure may consist of the following:

- A. **Formal Observation:** A scheduled written observation of at least thirty (30) minutes that shall include a pre-conference before and a post conference after the observation. A copy of the Formal Observation Report shall be given to the employee at the post conference which must be held within ten (10) working days of the date of the observation. A written rebuttal to the Formal Observation Report may be made by the employee within ten (10) working days after receipt of said report which shall be attached to the Formal Observation Report.

- B. **Informal Observation:** An unannounced written observation of at least thirty (30) minutes that shall include a post conference for non-permanent teachers and may include a post conference for permanent teachers if requested by the assigned evaluator or teacher. A copy of the Informal Observation Report shall be given to the employee within ten (10) working days of the date of the observation. A written rebuttal to the Informal Observation Report may be made by the employee within ten (10) working days after receipt of said report which shall be attached to the Informal Observation Report.
- C. **Walkthrough:** An unannounced visitation of less than thirty (30) minutes, the substance of which may be used in the summary evaluation if it is shared in writing with the unit member within five (5) working days of the date of the walkthrough visitation. No conference will be held unless requested by the teacher or the assigned evaluator. A written rebuttal to the Walkthrough Report may be made by the employee within ten (10) working days after receipt of said report which shall be attached to the Walkthrough Report.
- D. **Summary Evaluation:** A written performance evaluation which culminates from formal observations, informal observations, and written walkthrough reports. A written rebuttal to the Summary Evaluation Report may be made by the employee within ten (10) working days after receipt of said report which shall be attached to the Summary Evaluation Report.
- E. **Alternative Evaluation:** A process designed to encourage creativity and innovation in support of instruction and professional growth. The process offers to unit members an alternative to the standard evaluation process when they have demonstrated effective performance of the California Standards for the Teaching Profession and the California Content Standards. The process is flexible in order to encourage unit members to grow in areas of interest that promote and relate to student learning and instructional leadership through individual or group efforts. The goals, objectives, projects, and criteria established under alternative evaluation serve as the certificated employee performance evaluation. The process is structured to strengthen cooperative collegial relationships.

3. Timelines/Timeframes

In the event that a unit member does not report to work on the first working day of the school year, the timelines in Section 11.3 shall be adjusted accordingly, beginning with the unit member's first working day of that school year.

- A. Non-permanent

1. Each non-permanent unit member shall be given a copy of the California Standards for the Teaching Profession within fifteen (15) working days of the first day of school and shall be informed of the evaluation procedures and of the assigned evaluator. If circumstances provide the potential for an additional administrator to conduct observations of a unit member as part of the evaluation process, the designated evaluator shall specifically name such administrator and describe to the unit member the specific role that the administrator shall assume in the evaluation process. The Summary Evaluation shall be completed by the Principal. No later than the forty-fifth (45th) working day, a preliminary conference shall be held between the assigned evaluator and the unit member in order to determine area(s) of focus and to schedule formal observations. A non-permanent unit member shall receive at least four (4) observations annually including at least one (1) formal observation by the assigned evaluator. The unit member may request that one or more of the remaining three observations be formal observations.

Assigned evaluators will make informal observations and walkthrough visitations throughout the year. At least two (2) observations shall be completed prior to January 30th of each school year. The Summary Evaluation shall be completed no later than thirty (30) calendar days prior to the last day of school in the year in which the evaluation takes place. Each non-permanent unit member shall receive a summary evaluation by the assigned evaluator each year.

B. Permanent

1. Each permanent unit member shall be given a copy of the California Standards for the Teaching Profession within fifteen (15) working days of the first day of school and shall be informed of the evaluation procedures including the number of years in their evaluation cycle and of the assigned evaluator. If circumstances provide the potential for an additional administrator to conduct observations of a unit member as part of the evaluation process, the designated evaluator shall specifically name such administrator and describe to the unit member the specific role that the administrator shall assume in the evaluation process. No later than the forty-fifth (45th) working day, a preliminary conference shall be held between the evaluator and the unit member in order to determine area(s) of focus and to schedule formal observations.
2. Each permanent unit member shall receive a summary evaluation by the assigned evaluator at least every two (2) years. However, if the employee has (a) been with the District for at least ten (10) years; (b) meets the definition of “highly qualified” as defined by

the No Child Left Behind Act; and (c) has demonstrated “satisfactory/proficient” performance in all areas on the three (3) most current summary evaluations, then these evaluations shall take place every three (3) years, if mutually agreed upon by the assigned evaluator and the permanent unit member. If denied the opportunity for the three (3) year cycle the employee may request the reasons for denial in a conference with the principal and union representation. The Summary Evaluation shall be completed no later than thirty (30) calendar days prior to the last day of school in the year in which the evaluation takes place.

3. A permanent unit member shall receive one (1) formal observation as part of the evaluation process. One (1) additional formal observation may occur if deemed necessary by the evaluator or unit member.
4. A permanent unit member shall also receive one (1) informal observation as part of the evaluation process. One (1) additional informal observation may occur if deemed necessary by the evaluator or unit member. At least one (1) observation shall be completed prior to January 30th of that school year. Walkthrough visitations shall occur throughout the year by the assigned evaluator. Assigned evaluators shall be administrators.

4. Professional Improvement Process for Permanent Unit Members

The professional improvement process shall follow this format:

- A. Stage 1: If a unit member is on cycle for evaluation and it has been identified through at least one (1) formal and one (1) informal observation that the unit member’s performance warrants a Detailed Assistance Plan (DAP), this shall occur no later than October 31st of the year in which the unit member is on cycle for evaluation. The DAP will include an outline of specific performance goals, recommendations, strategies, and the number of observations that shall occur during the year on cycle.
- B. Stage II: A “Needs Improvement” rating of an unit member’s performance in one or more areas in Standards One through Five on the Certificated Summary Evaluation may include the requirement that the unit member participate in a Detailed Assistance Plan (DAP) designed to improve designated areas of the unit member’s performance. DAP shall continue for up to one year or until such time that the unit member receives a proficient Summary Evaluation. If at the end of the current school year, the unit member receives an “unsatisfactory” on the Summary Evaluation, said unit member shall move to Stage III.

- C. Stage III: A permanent unit member who has participated in a Detailed Assistance Plan (DAP) for up to one year and who has subsequently received an “unsatisfactory” rating on the Summary Evaluation Report shall be required to participate in the Peer Assistance and Review (PAR) Program. When any permanent unit member has received an unsatisfactory evaluation, the District shall annually evaluate the unit member until the unit member achieves a proficient summary evaluation or is separated from the District. An unsatisfactory rating of a unit member’s performance in one (1) or more areas in Standards One through Five on the Summary Evaluation shall include the requirement that the unit member will participate in a program designed to improve appropriate areas of the unit member’s performance, further pupil achievement, and the instructional objectives of the District (PAR). If a unit member is required to participate in PAR, the program shall relate to the unsatisfactory rating.
5. No unit member shall be evaluated regarding the performance of specifically delegated administrative tasks which are not part of the unit member’s regular assigned duties.
 6. No unit member shall participate in the observation and evaluation process of other unit members.
 7. In the formal written evaluation, no negative references shall be made regarding the conduct of the unit member which is the lawful exercise of a constitutional right, civil right, or other right guaranteed by California law.
 8. Both non-permanent and permanent unit members shall have the right to initiate a written reaction or response to the evaluation within ten (10) working days. Such response shall become a permanent attachment to the unit member’s personnel file.
 9. This evaluation process shall be subject to the Grievance Procedure, but the contents of evaluation documents shall not be subject to the Grievance Procedure.
 10. Alternative Evaluation:
 - A. “Alternative Evaluation” may be selected by permanent status unit members who have successfully completed at least two (2) cycles of evaluation as permanent unit members. Mutual consent of the evaluator and the unit member is required to select alternative evaluation as an option. If the unit member and evaluator fail to reach mutual agreement regarding the selection of the alternative evaluation process, the standard evaluation process shall be used.

- B. Prior to October 15th of the year in which the alternative evaluation is to take place, the evaluator and the unit member shall meet to review the evaluation process and to complete a Planning and Goals Form.
- C. Alternative Evaluation encourages the design of personalized systems of evaluation to promote professional growth such as, but not limited to, the following:
 - 1. A project designed to promote professional growth
 - 2. A project which benefits the school and/or district
- D. At a planning conference, the unit member will collaborate with the evaluator on developing the preliminary evaluation plan, including constraints. Unit members and evaluators are encouraged to be creative and take risks when developing options and to consider a focus on expansion and improvement of skills and/or the program. Within ten (10) working days following the conference, the unit member will provide a final copy of a Planning and Goals Form to the evaluator.
- E. The unit member will provide a written update to the evaluator by December 15th and a second update by March 15th of that school year.
- F. At the conclusion of the evaluation period, the unit member shall provide the evaluator with the appropriate documentation of satisfactory completion of the evaluation plan. The evaluator shall discuss the documentation with the unit member and complete a Narrative Summary Evaluation Report for inclusion into the unit member's personnel file.
- G. Regular walkthroughs are considered a normal function of general administrative supervision. Site administrators shall continue to provide appropriate feedback to unit members who utilize the Alternative Evaluation Process, though this feedback shall not be included in the Narrative Summary Evaluation.
- H. While participating in the Alternative Evaluation Process, unit members continue to be responsible for the performance of basic job description requirements and general unit member expectations.

11. Personnel Files

- A. Personnel Files shall mean those files maintained and located in the District Office.
- B. Materials in the Personnel Files of a unit member which may serve as a basis for affecting the status of the member's employment are to be made available for the inspection of the person involved.

- C. The materials subject to unit member review under Section 11.B are not to include ratings, reports, or records which were (1) obtained prior to the employment of the person involved; (2) prepared by identifiable examination members; or (3) obtained in connection with a promotional examination.
- D. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render instructional services to the District.
- E. Information of a derogatory nature except material mentioned in Section 11.C shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member shall have the right to enter, and have attached to any derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.
- F. A unit member may be accompanied by a representative of his/her choice while making an inspection of his/her personnel file. Also, a unit member may authorize a representative to inspect the personnel file in his/her behalf. Such authorization shall be in writing on the appropriate form provided by the District.
- G. Any inspection of personnel records made by a unit member or his/her designated representative shall be made in the presence of the person responsible for the safekeeping of the personnel files.

12. Complaints Which May Affect Unit Member Evaluation

- A. Any complaint made to a Board member or administrator by a member of the public which may affect a unit member's evaluation shall be brought to the immediate attention of the unit member in an informal conference.
- B. The unit member may request a meeting with the involved parties. An Association representative shall be present at said meeting if the unit member requests such participation.
- C. Public complaints shall be processed in accordance with the provisions of Governing Board Policy 5060.

ARTICLE 12

GRIEVANCE PROCEDURE

1. Definitions

Grievance – A grievance is a written claim by the aggrieved that there has been a violation, misinterpretation or misapplication of the express terms of the Agreement which personally and adversely affects the member or unit member(s).

Aggrieved – The aggrieved is a unit member or the Association asserting a grievance.

Representative(s) – A representative is another unit member, administrator, agent of the Association or legal counsel who may represent the aggrieved, the Association or the District.

Day – A day is any day in which a unit member is required to render service to the District. If the aggrieved is the Association, a “day” is any day in which unit members are required to render service to the District.

Claim – The assertion of a grievance by one or more unit members or the Association.

2. Purpose

The purpose of this grievance procedure is to process a grievance and to secure, at the administrative level closest to the aggrieved party, solutions to problems which may arise concerning the interpretation of the terms of this Agreement. The parties agree to keep the proceedings as informal and confidential as may be appropriate at any level of the procedure. The grievance procedure shall not be construed as in any way hindering, discouraging, or denying the settlement of grievance outside the structure of the grievance procedure.

3. General Provisions

- A. Since it is important that grievances be processed as rapidly as possible, the time limits indicated at each level should be considered to be maximums, and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual consent in writing.
- B. In the event a grievance is filed at such a time that it cannot be processed through all the levels in this grievance procedure by the end of the school year, the time limits set forth herein will be reduced so that the grievance procedure may be completed, if possible, prior to the end of the school year, or soon thereafter as is practicable. The reduction of time limits shall be mutually agreed upon in writing.

- C. If a grievance arises from action or inaction on the part of a member of the administration at a level above the principal or immediate supervisor, the aggrieved person shall submit such grievance in writing to the appropriate administrator pursuant to Level One procedures. If the appropriate administrator is the Superintendent, then the processing of such grievance will commence at Level Two.
- D. Decisions rendered at all formal levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor and will be transmitted promptly to the aggrieved and to the President of the Association. Time limits for appeal provided in each Level shall begin the day following service of written decision on the aggrieved.
- E. Should the processing of any grievance require that a unit member or an agent of the Association be released from regular assignment, this person shall be released without loss of pay or benefits.
- F. Neither the Board and its representatives nor the Association and any unit member shall take reprisals affecting employment status of any certificated employee or any other participant in the grievance procedure by reason of such participation.
- G. Forms for filing grievances will be prepared by the Superintendent. Copies will be available in each site administrator's office and in the District Office. A form for filing grievances is attached to this agreement marked as (See Appendix).
- H. The superintendent, or his/her designee, and the Association agree to make available to the other party all pertinent information not privileged under law which is relevant to the issues raised by the grievance.
- I. Any record(s) pertaining to a grievance shall be kept in a grievance file separate from the unit member's personnel file.
- J. No grievance shall be recognized unless it shall have been presented at the appropriate level within thirty (30) duty days after the aggrieved knew, or reasonably should have known, of the act or condition and its aggrieved nature that form the basis of the grievance; and if not so presented, the grievance will be considered as waived. In the event that an aggrieved is absent due to illness or accident during the thirty (30) day duty period, the number of days available for filing the grievance shall be extended to exclude the period of absence.
- K. A decision rendered at any level shall be considered final unless an appeal is registered within the time limit specified. If a decision is not given to the aggrieved within the time limit, an appeal may be taken to the next level.

4. Procedure

A. Level One –Principal or Immediate Supervisor

1. A grievance will first be discussed with the aggrieved's principal or immediate supervisor with the objective of resolving the matter informally.
2. In the event that the aggrieved is not satisfied with the disposition of the informal grievance, he/she may submit the claim as a formal grievance in writing to the principal or immediate supervisor. If the aggrieved has not filed a claim within twenty (20) duty days after speaking with the principal informally, the grievance will be deemed to have been waived. If a formal grievance has been filed, a meeting shall be held between the principal and the aggrieved within ten (10) duty days. The principal and the aggrieved may each have a representative present at such meeting. The principal shall, within fifteen (15) duty days after the formal grievance has been filed, render his/her decision.

B. Level Two – Superintendent or His/Her Designee

1. If the aggrieved is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered within fifteen (15) duty days after the meeting about the grievance, the aggrieved may forward the written grievance to the Superintendent within twenty (20) duty days after the decision at Level One, or thirty-five (35) duty days after the meeting about the grievance with the principal, whichever is sooner.
2. Within fifteen (15) duty days after receipt of the written grievance by the Superintendent, the Superintendent or his/her designee shall meet with the aggrieved in an effort to resolve the matter. The Superintendent or his/her designee and the aggrieved may each have a representative present at such a meeting. The Superintendent or designee shall render a written decision within fifteen (15) duty days after the meeting.

C. Optional Mediation

At the option of the aggrieved and with the agreement of the District, the parties can enter into mediation to resolve the grievance prior to arbitration. The State Conciliation Service may be utilized.

D. Level Three – Binding Arbitration

1. Initiation of Arbitration

If the aggrieved is not satisfied with the disposition of the grievance at Level Two, or no decision has been rendered within fifteen (15) duty days after the meeting with the Superintendent or his/her designee, the Association may forward a written request for arbitration to the American Arbitration Association or the State Conciliation Service with a copy to the Superintendent, within twenty (20) duty days.

2. Selection of Arbitrator

An arbitrator shall be selected by the following procedure:

- a. The Association's representative and the District's representative shall select the arbitrator utilizing the Voluntary Labor Arbitration Rules of the American Arbitration Association or the procedures of the State Conciliation Service.

3. Conduct of Hearing

The hearing shall proceed as follows:

- a. The hearing shall commence at the convenience of the arbitrator, provided however, that all sessions shall occur on normal duty days and that the first formal hearing must commence within thirty (30) days from the date of notification to the arbitrator of his selection, unless the parties mutually agree otherwise.
- b. Each party shall notify the other party of witnesses to be presented during the arbitration prior to the hearing, if possible.

4. Costs

All costs for the arbitrator, specifically as to per diem, travel and subsistence expenses and the cost of any hearing room will be borne equally by the District and the Association. All other costs will be borne by the party incurring them, including, but not limited to, attorney or other fees for the representative costs of discovery, witness subpoena fees and mileage, expert's consultation and witness fees, etc. When agreed, the cost of transcripts and the court reporter will be borne equally. Release time for witnesses employed by the District shall be limited to that time needed at the hearing.

5. Powers, Duties and Limitations Upon Arbitrator

- a. The arbitrator is generally limited to the terms of the grievance and the Agreement and shall not add to, subtract from, modify, vary, or alter the terms or conditions of this Agreement. The arbitrator shall limit his/her opinion to the interpretation or application of the express provisions of this Agreement.
- b. The arbitrator is without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of or contradictory to the terms of this Agreement.
- c. The arbitrator shall not involve himself/herself in, consider, or hear evidence concerning the reasons or causes for dismissal.
- d. No arbitration shall occur where another administrative, judicial or legal body, tribunal, agency, or forum exists which may or could have resolved the allegations contained within this grievance, including by way of example and not by way of limitation, the Fair Employment Commission, the Equal Employment Opportunity Commission, and a Commission on Professional Competence.

6. Form and Time of Decision

- a. The arbitrator shall render a written opinion and mail that opinion directly to each party within thirty (30) days from the close of the record or as mutually extended by the parties. The written opinion will set forth the arbitrator's findings of fact, reasoning, and conclusions on all the questions submitted to the arbitrator, the decision of which are necessary in order to determine the interpretation or application of this Agreement's express provisions.
- b. The arbitrator may, upon written application of a party to the arbitration made not later than ten (10) days after receipt of a copy of the award, correct the award because there was an evident miscalculation of figures or the award is imperfect in a matter of form not affecting the merits of the controversy. The party requesting correction shall mail a copy of the request to each other party, with the other party possessing five (5) days from its receipt to respond. The arbitrator shall possess thirty (30) days thereafter to make such corrections, if desired.

ARTICLE 13

PART-TIME EMPLOYMENT

1. Part-Time With Full-Time Credit

A unit member may request a reduced workload with full retirement credit. The Board shall review the needs of the District and may grant a reduced workload provided that appropriate vacancies exist and subject to the following conditions:

- A. The option of part-time employment may be exercised only by request of the unit member for a period of not to exceed five (5) years and can be revoked only with the consent of the Board and the unit member.
- B. The unit member shall have attained age fifty-five (55) prior to the reduction of the workload under the plan and prior to the beginning of a school year.
- C. The unit member may participate in the program for not more than five (5) years, or until age seventy (70) whichever comes sooner. Unit members may not participate after the age of seventy (70).
- D. The unit member shall have completed ten (10) years of active service employed in the District under the provisions of the State Teachers' Retirement System of which five (5) years preceding reduced service shall have been full time.
- E. The unit member shall make contributions to the Retirement System as though he/she were working full-time and receiving full salary.
- F. The unit member shall be paid a salary which is the pro rata share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment but shall retain all other rights and benefits for which he/she makes payments that would be required if he/she remains in full-time employment.
- G. The unit member shall receive full District benefits for health and welfare benefits as though rendering full-time service.
- H. Reduced service shall be based on a full school year and the minimum compensation paid or time worked must be equal to no less than one-half (1/2) time. The reduced service may be on a daily schedule for full-time for at least one-half (1/2) year; however, all contributions must be paid monthly to the State Teachers' Retirement System.
- I. A unit member who is interested in participating in the program shall contact the Personnel Office. The appropriate administrator shall schedule a meeting with each such unit member to develop a mutually agreeable program for such unit member. A written agreement between the unit member and the District will be

prepared and signed outlining the job description, duties, and location(s) of the assignment, and dates of employment on a yearly basis.

2. Part-Time Employment

- A. The option of part-time employment may be initiated only by request of the unit member. The District may grant or deny such request, but the District shall notify the bargaining unit member in writing about any denial and the reasons for such denial.
- B. Part-time members of the unit shall be compensated by a pro rata share of the salary the unit member would be earning had he/she been placed on a full-time paid assignment.
- C. A unit member must notify in writing the Superintendent or his/her designee no later than March 15 of the intent to continue or terminate part-time status.
- D. Any unit member who elects full-time status rather than his her/part-time position shall be eligible for posted positions under the provisions for transfer with the exception of persons working less than 75% of the days that school is maintained, pursuant to Education Code Section 44909.
- E. The unit member's service time shall be prorated for seniority and retirement purposes.
- F. In addition to the instructional duty time, the part-time unit member is responsible for the following duties:
 - 1. Room environment as it relates to bulletin boards and learning stimuli only;
 - 2. Appropriate academic record keeping; and
 - 3. Parent Conferencing.
 - 4. May attend professional development activities within the duty day or upon mutual agreement with the administrator. Any Professional Development attended outside their duty day will be paid at the rate established in Article 15 Salaries.
- G. Unit members are entitled to purchase full health and welfare benefits.

3. Impact Teachers

- A. The District may employ Impact Teachers within its discretion. An Impact Teacher's daily rate will be the hourly rate established by Step One, Class One of the salary schedule, as set forth in Appendix A.
- B. Impact Teachers will work no more than one hundred and thirty-four (134) workdays in any school year and less than seventy-five percent (75%) of the days regular full-time teachers are scheduled to work.

- C. Upon hire, Impact Teachers shall receive a calendar of work days and work hours for the duration of assignment. Upon mutual agreement between the District and the Impact Teacher, the work days and/or hours may be altered.
- D. Impact Teachers shall not receive health and welfare benefits under Article 14 but are entitled to purchase health and welfare benefits.
- E. The four (4) hours of work per day will be flexibly assigned by the principal and agreed to by the Impact Teacher and shall be consecutive except for any duty free lunch period.
- F. Effective July 1, 2002, an impact teacher will be credited for one (1) year of teaching experience for every two (2) years of consecutive service as an impact teacher with the District if they have worked 134 days in each previous school year.
- G. Upon successful completion of an initial assignment, the principal may recommend an Impact Teacher for placement on a rehire list. Impact teachers on a rehire list shall not be required to interview for future Impact assignments at the most recent assignment, but for other Impact assignments at other school sites, they will be required to interview.

ARTICLE 14

HEALTH AND WELFARE BENEFITS

1. Effective July 1, 2021 the District's annual maximum contribution per eligible full-time employee to pay insurance premiums for employee selected medical, dental, vision care and life insurance premiums shall be \$15,280. This maximum contribution or maximum cap of District contribution may be increased only as the result of future negotiations between the District and the Association. If the costs exceed the specific maximum contribution by the District at any time during the school year, or any subsequent school year, for any eligible full-time employee, the amount over the specific maximum contribution will be automatically deducted from the paychecks of the employee except as provided expressly under the possible "pool" concept set forth in provision 3.

Employees who work less than full-time but who have a regular assignment of at least fifty percent (50%) or more are also eligible for the health and welfare benefits specifically referenced above, but the District shall contribute only a maximum amount equal to a pro-rata amount of the District's annual maximum contribution (indicated in the above paragraph) per eligible full-time employee. If the costs exceed the specific maximum contribution or maximum cap by the District at any time during the school year, or any subsequent school year, for any eligible less than full-time employee, the amount over the specific maximum contribution will be automatically deducted from the paychecks of the employee except as provided expressly under the possible "pool" concept set forth in provision 3.

2. Each eligible employee is required to enroll under current plans for medical insurance, dental insurance (dependent coverage included), vision care insurance (employee only) and life insurance (\$50,000). A properly registered domestic partner of an eligible employee can be reported as a dependent for purposes of benefit coverage.
3. The District on an annual basis, shall establish and implement a "pool" consisting of the District's maximum contribution per eligible employee for current medical, dental, vision care and life insurance plans. The intent of the insurance pool is to provide a funding mechanism to reduce the out of pocket cost to eligible employees for dependent health and welfare insurance coverage. The "pool" is based on the fact that the cost for employee-only coverage for health and welfare benefits is less than the District maximum contribution for a full-time eligible employee, thus, there is a difference between the actual cost of employee-only coverage for a full-time eligible employee and the District maximum contribution or cap. This difference or excess is placed in a "pool" to reduce the out-of-pocket costs for employees, who choose two party or family coverage, and whose health and welfare benefits cost more than the District maximum contribution. For less than full-time eligible employees, the

difference or excess is calculated based upon the pro-rata amount paid by the District for each such employee and the pro-rata amount of any savings or excess.

The District establishes the pool based upon the excess costs saved for eligible employees who choose employee-only health and welfare benefits. The number of eligible employees who enroll during the annual fall open enrollment establishes the District "multiplier" for the total annual District contribution (eligible number of employees "multiplier" x District maximum contribution per employee). A separate account shall be established in the District for this budget purpose. Any and all funds allocated to that account shall be restricted in use for the payment of employee health and welfare insurance premiums. The Association President may request to annually review this account to verify appropriate revenues and expenditures. From the "pool", premiums for employee-only medical, vision, life, and family dental insurance shall be paid. Insurance premiums for two party and family coverage shall be paid from the "pool" based on the "spread" as described below.

The excess costs saved are proportionately "spread" to eligible employees who chose two party or family coverage. The "spread" is recommended by the District and is based upon the number of employees choosing two party and family coverage and the costs of such coverages. The "spread" is agreed to by the insurance joint advisory committee.

Excess costs of \$30,000, a "pool reserve" is saved to address the fluctuation during the year in the number of eligible employees and the changes in plan selections made by the employee. In no event shall the District be required to contribute more than the District maximum contribution per eligible full-time employee.

In any subsequent school year if the District's maximum contribution does not cover the costs for employee only coverage for health and welfare benefits, the pool will not be established. The amount over the specific maximum contribution by the District will be automatically deducted from the paychecks of employees.

The Association shall appoint three (3) representatives to serve on the joint advisory committee whose primary purpose is to monitor the participation and determine the contribution levels of the "pool". The District shall convene the insurance joint advisory committee at least once annually. The committee also serves as an advisory committee to the parties negotiating teams.

4. Should an eligible employee's employment terminate following the last duty day of the work year and before the commencement of the following work year, such employee shall be entitled to coverage under the employee's current medical, dental, vision care and life insurance plans through September 30 of such following work year.
5. Subject to the conditions of this Section, the District shall contribute up to the maximum amount in Section 1 for employee only medical insurance for any eligible bargaining unit member who retires from District service after at least fifteen (15) years of full-time service with the District. The medical insurance shall be the same

as any provided to current employees. A bargaining unit member must be at least fifty-five (55) at the age of retirement, and the District contribution for medical insurance ceases at sixty-five (65). A retiree may continue to be covered under any medical insurance after sixty-five (65) at the retiree's own cost and as long as the medical insurance provider consents to the continued coverage.

6. The District agrees to pay retired unit members who move from the immediate area to another area, not covered by a District paid medical program, a cash payout equal to the lowest cost medical insurance plan provided to active eligible employees. The eligible retiree must maintain their permanent, legal residence in a geographic area not covered by any of the health plans currently offered by the current collective bargaining agreement. The eligible retiree shall sign a notarized release (See Appendix) and provide the release to the Human Resources Department. This option can only be exercised during the annual open enrollment period. Each eligible retiree shall receive a lump sum annual check from the district on or about October 15th of each year in an amount equal to the lowest cost plan provided to active eligible employees. Should negotiations for health benefits extend beyond October 1st of any year, a check for the previous year's amount will be sent to each eligible retiree. Once negotiations have been concluded, an additional amount, if so warranted, will be sent. Should the death of the eligible retiree take place during the health plan year, the amount not paid the health plan provider must be returned to the District.

ARTICLE 15

SALARIES

1. Salaries

- A. Effective July 2021, all unit members salary schedule will be increased by three (3%) percent.
- B. In the 2021-22 school year only, to assist unit members with the transition to a reduced amount of data teams, the District will provide unit members with one-time additional compensation in the equivalent of 1.5% of their base compensation. To receive this compensation, the unit member must complete a sign-in sheet each month verifying that they contributed to data teams. This payment will be provided in the December and June warrants. This additional compensation will expire at the end of 2021-2022 school year, absent mutual agreements by the parties.

2. Part-Time Unit Members

Part-time unit members shall be compensated by a pro rata share of the salary the unit member would be earning had he/she been placed on a full-time paid assignment.

3. Salary Schedule Conditions

A. General

Each unit member shall be compensated in accordance with his/her placement on the Salary Schedule.

B. Added Stipend

- 1. Support personnel shall receive one thousand dollars (\$1,000) per year during the period of their service in such positions. This stipend does not include speech-language pathologists, psychologists, special education teachers and resource specialist program teachers.
- 2. Resource specialist program teachers and all special education teachers (including adaptive physical education (APE) shall receive an additional two thousand, five hundred dollars (\$2,500) per year. This stipend does not include psychologists and speech-language pathologists.
- 3. Unit members with BCLAD in SET or Dual Immersion class shall receive an additional annual stipend of \$1,000.

4. Unit members with a BCLAD shall receive an additional annual stipend of \$500 for holding a BCLAD credential.
5. Unit members with National Board Certification shall receive an additional annual stipend of \$1,000.

C. Initial Placement

1. Upon initial employment by the District, the Superintendent shall authorize credit on the salary schedule for prior years of equivalent teaching experience.
2. A unit member is responsible for securing proper written verification of training and teaching experience.
3. Units beyond the bachelor's degree to be credited for salary purposes generally must be taken after receiving the bachelor's degree. Appropriate courses taken during the last semester or quarter may be counted toward higher placement if transcripts clearly indicate graduate credit was received.
4. Substitute teachers who achieve probationary teacher status will be allowed one (1) year's credit on the salary schedule for accumulated substitute teaching time within the District, if such time amounts to seventy-five percent (75%) of the number of days during the contract year immediately preceding.

D. Service Increments

1. A unit member shall be credited one (1) increment for each year of teaching service in the District until the maximum of a salary class is reached. A year of teaching service shall be defined as service for seventy-five (75%) percent or more of the number of days the regular schools of the District are maintained.
2. A unit member who works fifty (50%) percent or more, but less than seventy-five (75%) percent under the provisions of Article 13, shall be credited with one (1) year of service on the salary schedule for each two (2) years worked under these conditions.

E. Horizontal Movement

The Board encourages all unit members to improve their skills through advanced training and as an inducement thereto provides extra compensation for those who do so successfully.

1. Course credit will be accepted from any accredited college or university for courses taken in a program approved for an advanced degree in education, for a credential in education, for any special courses specified by the District, or classes that enhance classroom expertise.

- a. Should there be a question as to the acceptability of a course toward credit on the salary schedule, a committee composed of the Assistant Superintendent-Human Resources and one (1) faculty-elected unit member from each site shall meet to consider the acceptability of the course. The committee shall forward its recommendation to the Superintendent, who shall make the final decision.
 2. Reassignment to a higher classification shall become effective upon the date the unit member submits the proper documentation. Proper documentation may be submitted at any time. Salary increase is retroactive to the date of submission. Furthermore, if the salary increase is not paid within three (3) regular pay periods, or three (3) months (whichever period is longer), the district is required to pay the employee daily interest for each day after the employee was entitled to receive the salary increase.
 3. Units taken on a quarter system will be converted to semester units by multiplying them by two-thirds ($2/3$) and rounding all fractions to the nearest whole number.
4. Mileage
- A. Any unit member required to use his/her personal automobile in the performance of assigned duties shall be entitled to mileage reimbursement at a rate of the current applicable Internal Revenue Service Rate.
 - B. Mileage shall not be paid for travel to and from the unit member's residence.
 - C. The Superintendent is vested with the authority to provide for the administration of the mileage reimbursement program.
5. Replacement or Repair of Employees Personal Property
- A. Personal property of employees used to enhance the function of their duties may be brought to or left on District premises with the advance approval by the immediate supervisor. (Personal property is defined as employee-owned materials or equipment utilized by the employee for enhancement of or to supplement the instructional program, excluding ornamental items and articles of clothing but including prescription eyeglasses.)
 - B. The request to bring personal property on District premises will be on District prescribed forms (See Appendix) and returned to the Business Office before property is covered under the Article. The form will include the approval of the immediate supervisor as to the applicability of the item to the educational program and the approval by the Business Manager as to replacement value.
 - C. If such property is stolen or damaged while on District premises, and without fault of the employee as determined by the immediate supervisor, the District shall honor a claim for replacement or repair, reserving the right to designate the vendor. Maximum claims shall be paid up to three hundred (\$300.00) dollars per occurrence and five hundred (\$500.00) dollars per employee per year, with a ten (\$10.00) dollar deductible per occurrence borne by the employee.

- D. Property stolen or damaged must be reported within twenty-four (24) hours of the time of discovery of the theft or damage by the employee to the Business Office on a District Vandalism and/or Burglary Report. The filing of claims shall require a statement of clear market value.

6. Compensatory Time

- A. Unit members attending the San Diego County Outdoor Education Program shall receive \$100.00 compensation per overnight stay. If service occurs during a school holiday, they will be granted equal compensatory time. The unit member and the site administrator shall mutually agree upon compensatory time usage.
- B. Unit members may be allowed compensatory time, with prior written administrative approval, for time spent on a school holiday, Saturday or Sunday supervising a required school or District sponsored activity.
- C. Leave provided by this Section cannot be accumulated from year to year.
- D. Teachers will be compensated for all work initiated by the District outside of their contracted workday and/or work year (excluding Summer School) at the following hourly rates:

\$34.00/HR: For participation in staff development, committee work, classroom preparation related to a reassignment or transfer or preschool enrollment activities.

\$34.00/HR: For participation in committee work that produces a product including preparation time.

\$34.00/HR: For preparing and conducting a workshop presentation.

Hourly rate For working in an instructional capacity with students.
consistent with
Step 1/Column
on the salary
schedule

Per Diem Rate:

For work related to Initial Assessments and Triannual Assessments outside the regular work year including planning, preparation, analysis of scores, reports, meetings and IEP meetings.

ARTICLE 16

MANAGEMENT RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, and authority, duties and responsibilities conferred upon and vested in it by the laws, Constitution of the State of California and the Constitution of the United States including but without limiting the generality of the foregoing, the right:
 - A. To determine and administer policy.
 - B. Subject to the provisions of the law, to hire all employees, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion, and to promote and to transfer all such employees.
 - C. To determine the number and kinds of personnel necessary for the efficient operation of the District and to direct their activities.
 - D. To determine the curriculum.
 - E. To build, move or modify the facilities.
 - F. To develop and administer the budget.
 - G. To determine the methods of raising revenue.
 - H. To contract out work.
 - I. To take action on any matter in the event of an emergency.
 - J. To delegate to the Superintendent and other legally appointed officers, the operation of the school system, its properties and facilities, including but not limited to, innovations and experimental exploration in the field of education, experimental and innovative uses of District facilities and experimental and pilot investigation of new education programs.
2. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules and regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

ARTICLE 17

NO STRIKE - NO LOCKOUT

1. During the term of this Agreement, the Exclusive Representative, in consideration of the terms and conditions of this Agreement, will not engage in, encourage, instigate, or condone any strike, work stoppage or any concerted refusal to perform work duties as required in this Agreement and will undertake to exert its best efforts to discourage any such acts by any employees in the unit.
2. During the term of this Agreement, the Board, in consideration of the terms and conditions of this Agreement, will not authorize any lockout of any persons covered by this Agreement.

ARTICLE 18

EFFECT OF AGREEMENT

1. This Agreement supersedes all past practices, agreements, procedures, and rules or regulations concerning the matters covered herein.
2. For the 2022-23 school years, Article 14 (Health and Welfare Benefits) and Article 15 (Salaries) will be automatically reopened, and each party may choose to reopen two articles of their choice. In addition, either party may choose to reopen Article 6 and Article 24. The parties will present their initial proposals for sunshining by no later than the Board's regular meeting schedule in March 2022, unless they mutually agree to an extension.
3. The provisions of this Agreement shall be consistent with state and federal law. If a provision of the Agreement becomes inconsistent with law due to a change in federal or state statutes, the parties shall reopen negotiations within twenty (20) duty days on the matter(s) so affected.
4. Should any article section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.
5. Any individual contract between the Board and an individual unit member shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
6. There shall be two (2) signed copies of the final Agreement for record keeping purposes. One (1) shall be retained by the District and one (1) by the Association.
7. Within one (1) month of ratification of this Agreement by both parties, the District agrees to print sufficient copies of the Agreement for distribution to all unit members.
8. Upon initial employment, all new unit members shall be provided with a copy of the Agreement.
9. A unit member during the term of this Agreement shall receive no more than one additional copy annually of the Agreement in the event that the first one is lost.

ARTICLE 19

SPECIAL EDUCATION

1. Committees

A. Community Advisory Committee

The Association shall provide names for the regular education teachers and special education teachers to be on any Community Advisory Committee (CAC) established and pursuant to E.C. 56192. Unit members on the CAC shall receive release time during the normal duty day to attend CAC meetings.

1. If CAC meetings are held outside the normal duty day, unit members shall be reimbursed at the rate stipulated in Article 15 section 6.D, or provided hour for hour compensatory time. Compensatory time shall be mutually agreed upon by the unit member involved and the appropriate administrator.

2. Unit Member rights

- A. Unit members shall not be evaluated on whether or not a student with a disability meets the growth projected in the IEP.
- B. Special Education Teachers and RSP teachers shall be provided the equivalent of 3 hours per month to work on IEPs and testing.
- C. The District shall provide release time to unit members required to attend any meeting involved with a Due Process Hearing, or IEP, required to make home visits, or required to make observations in an environment other than school.
 1. If these meetings are held outside the normal duty day the unit member shall be reimbursed at the rate stipulated in Article 15 section 6.D, or provided hour for hour compensatory time. Compensatory time shall be mutually agreed upon by the unit member involved and the appropriate administrator.
- C. Unit members required to attend IEP meetings shall receive written notice at least 5 working days prior to the meeting. If the meeting needs to be scheduled or rescheduled to be in compliance with special education law the 5-day notice may be waived by consensus.

- D. IEP meetings and SST meetings shall not take place on Individual Teacher planning and preparation Thursdays unless all unit members required to attend agree.
 - E. Unit members shall not be evaluated by Program Specialists who are also unit members.
 - F. Unit members, except qualified nurses, shall not be required to participate in the administration of medication or any medical procedure necessary for a student. However, teachers and other certificated staff are encouraged to learn to administer approved emergency medications, such as an Auto-Injector Epinephrine (Epi Pen).
3. Miscellaneous Provisions
- A. The District shall provide the following resource documents to each school site to assist in the appropriate implementation of all special education laws, policies and procedures:
 - 1. California Special Education Programs: A Composite of Laws
 - 2. National School District Special Education Handbook
 - B. The NCETA will be consulted with regarding the development and revisions to the Special Education Resource Binder. The NCETA shall be responsible for coordinating the selection of two (2) teachers to participate in this consultation. This consultation shall take place prior to releasing the Binder to membership.
 - C. Special educators will be given training regarding SBAC accommodations.
4. The school administrator shall work with grade level teams to equitably distribute mainstreamed students. General education teachers providing instruction to mainstreamed students shall receive the following information regarding the special education student before mainstreaming activities are initiated:
- A. A copy of the student's IEP
 - B. Information from the special education teacher regarding the student's disabilities and recommendations for instructional strategies which have been found to be the most successful with the student.
 - C. A copy of the student's behavior plan and information on successful behavior modification strategies used with the student if the student has been identified as having a behavior which impedes learning on his or her IEP.

- D. Whenever the ratio of students with IEP's in a general education classroom exceed 30% of the overall class size, the site administration will meet with the general education teacher, within ten (10) duty days of the request for such a meeting, to develop a class support plan. Support may include, among other things, specialized training and redistribution of site resources, when available.

ARTICLE 20

PEER ASSISTANCE AND REVIEW (PAR)

1. Peer Assistance and Review (PAR) Joint Council
 - A. The PAR Joint Council will consist of five (5) members: three (3) members shall be designated by NCETA, and two (2) members shall be designated by the District. The NCETA and the District shall each select one alternate member. Each party will determine the rotation for their Joint Council Members.
 - B. Association designees to the Joint Council shall receive an annual stipend of one thousand five hundred dollars (\$1,500). The NCETA alternate member shall be compensated at the rate of \$30.00 per hour to be funded through the PAR program, not to exceed five hundred dollars (\$500). In addition, the PAR Joint Council Chair shall receive an annual stipend of one thousand dollars (\$1,000).
 - C. The PAR Joint Council will establish the meeting schedule. To hold meetings, four of the five members of the PAR Council must be present. No more than 50% of Joint Council scheduled meetings shall take place during the regular workday. Joint Council members shall receive release time from their regular duties, without loss of pay, for meetings held during the regular workday. Unit members who are members of the Council shall receive pro rata, per diem salary for up to three (3) meetings of the Joint Council that may take place during non-contractual time in the summer.
 - D. The PAR Joint Council shall be responsible for the following:
 1. Establishing its own rules of procedure, including the method for the selections of a Chairperson.
 2. Establishing a procedure for application as a Consulting Teacher. Current Induction/BTSA support providers will continue his/her current assignments until his/her Induction Beginning Teacher no longer requires or requests his/her support.
 3. Determining the number of Consulting Teachers in any school year based upon participation in the programs, the budget available, and other relevant considerations.
 4. Determining a reasonable and appropriate caseload of Participating Teachers for each Consulting Teacher.

5. Selecting Consulting Teachers (as defined in Section 3).
 6. Providing training for Joint Council members, as well as to Consulting Teachers prior to their participation in the PAR program.
 7. Developing operational guidelines for Consulting Teachers.
 8. Sending written notification of participation in the PAR program to the referred Participating Teacher, the Consulting Teacher, and the site principal.
 9. Making available a panel of Consulting Teachers for selection by the Participating Teacher. Every effort will be made to assign the Consulting Teacher as requested by the Experienced Teacher. Final determination of Consulting Teacher assignments will be the responsibility of the PAR Joint Council.
 10. Reviewing all reports prepared by the Consulting Teacher and notifying the Governing Board regarding the Experienced Teacher (ET) Participant's progress in the PAR program.
 11. Monitoring the effectiveness of Consulting Teachers and making decisions regarding their continuation in the program.
 12. Evaluating annually the impact of the PAR program in order to improve the program.
- E. The PAR Joint Council, either by consensus or majority vote, will adopt Guidelines for implementing the provisions of this Article. Said guidelines will be consistent with the provisions of the Agreement and the law. To the extent guidelines are inconsistent with the Agreement, the Agreement will prevail, and to the extent the Agreement is inconsistent with the law, the law will prevail.
- F. The report made by the Joint Council to the Governing Board regarding the participation of an Experienced Teacher (ET) participant shall be limited to a statement as to whether the teacher has received adequate support services toward teaching the identified goals. It is not the role of the PAR Joint Council to make any recommendations.
- G. All proceedings and materials related to evaluations, reports, and other personnel matters shall be strictly confidential. Therefore, Joint Council members and Consulting Teachers may disclose such information only as necessary to administer this Article. Each member of the Joint Council

shall, as a condition of participation, sign a confidentiality agreement relative to this provision.

2. Participating Teachers

A. A Participating Teacher is a unit member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance. There are two (2) categories of Participating Teachers.

1. Experienced Teacher (ET) Participants

- a. The purpose of participation in the PAR program is to assist the unit member in improving performance. Permanent unit members who have received an "Unsatisfactory" rating by the Principal on the Summary Evaluation (Appendix "J") in any area, excluding Part E, shall participate in the PAR program. The Experienced Teacher will receive written notification of required participation in the PAR program. The Human Resources Department shall notify the PAR Joint Council prior to June 10 as to the number and names of those teachers receiving "Unsatisfactory" ratings.
- b. Once a selection of a Consulting Teacher has been made, the Consulting Teacher and the Experienced Teacher (ET) Participant shall develop specific goals, based on the summary evaluation of the experienced teacher and will serve as the basis for the peer assistance and review. The site principal shall have an opportunity to provide input to the Consulting Teacher prior to the finalization of these goals. A copy of the goals will be kept on file by the PAR Joint Council.
- c. The Consulting Teacher will continue to provide assistance to the Experienced Teacher (ET) Participant until he or she concludes that the teaching performance of the Experienced Teacher (ET) Participant has met the agreed-upon goals or that further assistance will not be productive, at which time the Consulting Teacher will submit a final report to the PAR Joint Council. This time period shall not exceed one (1) school year.
- d. The final report prepared by the Consulting Teacher shall address: 1) the goals of the peer assistance; 2) the activities in which the Consulting Teacher and Experienced Teacher

(ET) Participant participated and; 3) progress made by the Experienced Teacher (ET) Participant toward the specified goals. The Experienced Teacher (ET) Participant shall have the right to submit a written response to the final report. The Experienced Teacher (ET) Participant shall also have the right to request to meet with the PAR Joint Council, and to be represented at the meeting at which the report is presented.

2. Volunteer Teacher (VT) Participants

- a. A unit member who seeks to improve his or her teaching performance may submit a written request to the PAR Joint Council to work with a specifically named Consulting Teacher/Curriculum Leader to provide peer assistance.
- b. It is understood that the purpose of such participation is to provide peer assistance, and that the Consulting Teacher or Curriculum Leader will play no role in the evaluation of the Volunteer Teacher (VT) Participant. All communication between Consulting Teachers and Volunteer Teacher (VT) Participants shall be confidential, without the written consent of the Participating Teacher, and shall not be shared with others, including the site principal, the evaluator, or the Joint Council.
- c. The Volunteer Teacher (VT) Participant may terminate his or her participation in the PAR program at any time without a requirement to give a reason for said request.
- d. The Consulting Teacher and the Volunteer Teacher (VT) Participant shall jointly develop a plan and a timeline to be approved by the PAR Joint Council.

3. Consulting Teachers

- A. Consulting Teachers are unit members with permanent status in the District who provide assistance to a Participating Teacher pursuant to the PAR program. Consulting Teachers will possess the following qualifications:
 1. At least three (3) years of recent experience as a classroom teacher.
 2. Demonstrated exemplary teaching ability.

3. Extensive knowledge and mastery of subject matter, teaching strategies, instructional techniques, and classroom management strategies necessary to meet needs of pupils in different contexts.
 4. The ability to communicate effectively with peers both orally and in writing.
 5. The ability to work cooperatively and effectively with peers.
 6. Retired teachers are eligible to work as Consulting Teachers.
- B. A Consulting Teacher provides assistance to a Participating Teacher in improving instructional performance. This assistance will typically include:
1. Setting and discussing performance goals with the Participating Teacher.
 2. Assisting in the development of an Individual Performance Plan (IPP).
 3. Conducting multiple observations of the Participating Teacher during periods of classroom instruction.
 4. Meeting and consulting with the Principal or designee of a referred Experienced Teacher (ET) Participant.
 5. Demonstrating good practice to the Participating Teacher.
 6. Using school district resources to assist the Participating Teacher.
 7. Monitoring the progress of the Participating Teacher and maintaining a written record.
 8. Making status reports to the PAR Joint Council for a referred Experienced Teacher (ET) Participant.
- C. A different Consulting Teacher may be selected to work with the Participating Teacher at any time during the process when requested to do so by the Participating Teacher or the Consulting Teacher upon approval of the PAR Joint Council.
- D. Consulting Teachers will be trained to both offer peer assistance and to understand the specific functions of the PAR program in the District.
- E. The PAR Joint Council may remove a Consulting Teacher from the position at any time because of the specific needs of the PAR Program,

inadequate performance of the Consulting Teacher, or other just cause. Prior to the effective date of such removal, the PAR Joint Council will provide the Consulting Teacher with a written statement of the reasons for the removal, and, at the request of the Consulting Teacher, will meet with him or her to discuss the reasons.

- F. A Consulting Teacher shall be provided release time as needed not to exceed ten (10) duty days. Alternatively, the Joint Council may recommend full-time or part-time assignments as Consulting Teacher as deemed appropriate. At the request of a Consulting Teacher, the Joint Council shall consider a reduction in his or her caseload of Participating Teachers to insure effectiveness of the PAR Program.
- G. The Consulting Teacher shall continue all rights of a bargaining unit member. In addition to the regular salary, each Consulting Teacher shall receive compensation of three thousand dollars (\$3,000) for each Experienced Teacher (ET) Participant with whom they work. No Consulting Teacher shall work with more than one (1) Experienced Teacher (ET) Participant without the approval of the PAR Joint Council. Additionally, the Consulting Teacher may work with Volunteer Teacher (VT) Participants for thirty dollars (\$30.00) per hour, up to ten (10) hours per Volunteer Teacher (VT) Participant. For school year 2000-01 to be considered a training year, the Consulting Teacher, upon agreeing to serve in 2001-02, will receive an honorarium of \$500.00.
- H. The term of the Consulting Teacher shall be three (3) years.

4. General Provisions

- A. Expenditures for the PAR program shall not exceed revenues received through the adopted budget, without mutual agreement of the Association and the District.
- B. The District agrees to indemnify and hold harmless the Association, any Association members on the PAR Joint Council, and Consulting Teachers against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in the Peer Assistance and Review (PAR) Program. The District will provide and pay for any legal counsel services should the need arise. In all cases, the affected unit member retains his or her right to select his or her own attorney to represent him or her in such actions; however, in cases where the unit member chooses his/her own legal counsel, he/she will provide and pay for such legal counsel.
- C. Functions performed pursuant to this Article by bargaining unit employees shall not constitute either management or supervisory functions.

ARTICLE 21

DISCIPLINE PROCEDURE

1. This Article was entered into pursuant to Government Code section 3543.2(b). This Article does not apply to the termination of any permanent teacher and does not apply to the implementation of Education Code sections 44939, 44940, 44941 and 44942, any amendments to those Sections, or to any successor laws Sections.
2. An employee in the bargaining unit may be disciplined by the District for just cause. For purposes of this Article, the term “discipline” shall be limited to suspension without pay for up to and including ten (10) days and loss of extra duty compensation during the period of the suspension. The discipline imposed shall be reasonably related to the seriousness of the misconduct or shall be reasonable in light of the number and frequency of prior incidents of misconduct by the employee. A written reprimand shall precede a discipline under this Article except in cases of serious misconduct. Such written reprimand shall include direction(s) or suggestion(s) for corrective action.
3. Prior to the taking of discipline, the Superintendent or designee shall give written notice to the employee. This written notice of proposed disciplinary action shall be served by certified mail or personal delivery to the employee at least ten (10) calendar days prior to the date when discipline may be imposed. In cases of serious misconduct where it is deemed appropriate to remove the employee immediately, the employee shall continue to be paid the regular salary during the period of suspension. The term serious misconduct does not include the use of reasonable physical force by a teacher against a student in self-defense, or reasonable physical force by a teacher against a student in a reasonable attempt to restrain or direct such student. The term serious misconduct does include the use of unreasonable physical force by a teacher against a student. Loss of compensation in all cases may occur after the tenth (10th) calendar day following the date written notice was received. The written notice of proposed disciplinary action shall be served by personal delivery or by certified mail. Service by certified mail shall be deemed completed on the date of mailing. The contents of the written notice shall include at least the following:
 - A. A statement in ordinary and concise language of the specific act(s) and omission(s) upon which the proposed disciplinary action is based.
 - B. The specific disciplinary action proposed and effective date(s).
 - C. The cause(s) or reason(s) for the suspension without pay proposed.
 - D. A copy of the applicable regulation(s) where it is claimed a violation of regulation(s) took place.
 - E. The unit members shall have the following rights:
 1. The right to respond to the matters raised in the written notice both orally and in writing, including the submission of affidavits, prior to the end of the ten (10) calendar days following the date the written notice was

received. Nothing contained herein shall prohibit the introduction of evidence at any hearing which may be requested pursuant to this Article.

2. The right, upon request, to appear personally before the Superintendent or designee regarding the matters raised in the written notice prior to the end of the ten (10) calendar days following the date the written notice was received. At such meeting, the employee shall be granted a reasonable opportunity to make any representations the employee believes are relevant to the case.
3. The right, upon written request, to a full evidentiary hearing before a hearing officer/arbitrator. The proposed disciplinary action may commence after the ten (10) calendar days following the date the written notice was received. No evidentiary hearing will be held unless a written demand for such a hearing is delivered to the Superintendent or designee within ten (10) calendar days after the date that the written notice of proposed disciplinary action was received.
4. The employee in the bargaining unit shall receive a full evidentiary hearing on the proposed disciplinary action only if a written demand for such a hearing is delivered to the Superintendent or designee within ten (10) calendar days of the written notice of proposed disciplinary action. In the absence of a demand for a full evidentiary hearing, the Superintendent or designee shall act upon the charges after the time period has expired.
 - A. The full evidentiary hearing shall be conducted before a hearing officer/arbitrator. A hearing officer/arbitrator shall be selected pursuant to the Voluntary Labor Arbitration rules of the American Arbitration Association, and the hearing shall be conducted under those rules.

The employee shall have the right to appear in person on the employee's own behalf, or at the employee's option, to appear and be represented by the Association or counsel.
 - B. Fees and expenses of the arbitrator shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Unless the parties agree to share equally both the cost of a court reporter and the cost of preparing a copy of the transcript for each party, a copy of the transcript will be provided only to the party who requests the services of a court reporter and is responsible for paying the costs of those services.
 - C. The decision by the hearing officer/arbitrator shall be in writing, summarizing the facts, setting forth findings and making a decision which shall be final and binding on the District, the Association and the employee.

ARTICLE 22

SUMMER SCHOOL

1. The number of workdays shall be determined as per the program design and funding sources dictate. The dates and number of workdays will be announced at least 45 days prior to start of summer school/intersession/extended year.
2. The duty day for unit members shall be determined as follows:
 - The minimum duty day for unit members shall be four (4) hours and fifteen (15) minutes and shall include a fifteen (15) minute duty-free break and a preparation time of thirty (30) minutes.
 - The maximum duty day shall be seven (7) hours and fifteen (15) minutes and shall include one (1) fifteen (15) minute duty-free break, a thirty (30) minute preparation time and a thirty (30) minute duty-free lunch.
 - Hours worked in excess of five (5) hours shall include one (1) fifteen (15) minute duty-free break and a duty-free thirty (30) minute lunch period.
 - Unit members shall not be required to remain at their school site or at any District site during any lunch period.
3. The class size shall be determined as per the negotiated agreement between the National School District and the National City Elementary Teachers Association.
4. All intersession/summer school/extended year salaries will be based on the salary schedule of the year in which the program is being conducted using the following formula:

$$\frac{\text{Per Diem rate} \times 90\% \times \text{hours worked}}{6.58} = \text{Daily Rate}$$

Required hours worked in excess of the normal duty day shall be compensated as per the current practice, i.e., higher of the two Stipend rates.

This agreement will remain in effect in concert with the negotiated agreement between the National School District and the National City Elementary Teachers Association.

ARTICLE 23

INCLEMENT WEATHER OR OTHER ACTS OF NATURE

- A. The Superintendent or designee may cancel or shorten a work day at any school within his or her sole discretion for inclement weather conditions, including high heat, or for any other acts of nature. In the event of a shortened work day bargaining unit employees shall be released from their on-site duty hours after appropriate supervision, appropriate transportation, and/or release to parents or designated persons of their students have been accomplished as determined by the Principal. Bargaining unit employees may leave their job assignments no sooner than twenty (20) minutes after the early dismissal of students.

- B. Notwithstanding any other provision in this Agreement, the Superintendent or designee within his or her sole discretion may reinstate any missed work days, instructional days, or instructional minutes at any school due to the cancellation or shortening of a work day for inclement weather, including high heat, or for any other acts of nature. The scheduling of any missed work days, instructional days, or instructional minutes during the remainder of the school year shall be within the sole discretion of the Superintendent or designee, and bargaining unit employees shall not receive any additional compensation for the make-up days or time. The District and the Association acknowledge that the Legislature in Education Code section 46206 at subsection c requires school districts to make every effort to make up any lost instructional days and minutes lost during the school year.

ARTICLE 24

SUPPORT PERSONNEL AND ENRICHMENT TEACHERS

1. Support Personnel

- A. To ensure a safe and ensure campus Support Personnel shall have access to classroom keys.
- B. All Support Personnel shall have a designated workspace as determined to be appropriate and feasible by the site administrator.
- C. All Support Personnel seeking transfer or reassignment are entitled to transfer rights under the provisions in Article 7.

2. Enrichment Teachers

- A. The Association and District shall establish an Enrichment Teacher Leadership Team. The team will consist of the Association Enrichment Representative, and the Enrichment Wheel Supervising Administrator and (4) representatives selected from and by the Enrichment Teachers.
- B. The Team shall consult on the planning and development of the calendar for Collaboration and District Thursdays.
- C. Enrichment Wheel Teachers will continue to be responsible for providing instruction in the subjects authorized by their Multiple Subject Teaching Credential. The program focus will continue to be Music, Art, Drama, Physical Education and Technology, but may change based on need. In the event such changes occur, the District will provide advance notice to NCETA to ensure sufficient scope of representation prior to implementing.
- D. Enrichment Wheel teacher class size will follow Article 10, *Class Size*.
- E. Enrichment Wheel teachers will be assigned times equitable blocks as needed by the instructional schedule in effect each school year. The District will provide Enrichment Wheel teachers with appropriate transition time between classrooms and school sites. Enrichment Wheel Teachers workload shall be equitably distributed. To the extent possible, the Enrichment Wheel make-up days shall be scheduled on the following non-wheel day and Enrichment Wheel travel shall be equitable.
- F. Enrichment Wheel Teachers will be assigned to a cohort of no more that four (4) schools. Enrichment Teachers will rotate between the cohort of schools on a weekly basis.

- G. School sites will provide a designated classroom for Enrichment Wheel Teacher to store their school supplies and personal items. In the event that there is not a vacant classroom, Enrichment Teachers will be provided a suitable alternative.
- H. The Assistant Superintendent of Educational Services or a designee from the Educational Services Department will be responsible for the Enrichment Wheel Teacher's evaluation, which shall be made in accordance with Article 11, *Evaluation*.
- I. Enrichment Wheel Teachers shall have the equivalent time as other teachers for preparation, and collaboration as outlined in Article 6, *Hours of Employment*.
- J. The parties agree that it is in their mutual best interests for Enrichment Wheel Teachers to be commensurate with their assigned hours. In the event that an Enrichment Wheel Teacher's schedule includes excess non-instructional duty time or non-wheel days, the District may assign the teacher to the following types of duties.
 - Class coverage- in case of emergency
 - IEP meetings
 - Assessments
 - Grade/level collaboration/subject level collaboration
 - RTI
 - Assistance with Special Education release time for IEP meetings or assessments
 - District Trainings

The District will provide Enrichment Wheel Teachers with as much advance written notice as possible prior to assigning these duties. Except in case of emergency, the District will provide at least one (1) day written notice for any such duties requiring planning and preparation.

- K. The parties agree that Enrichment Wheel Teachers have the same rights as other teachers to take appropriate disciplinary action in accordance with Article 9.7.

3. School Counselors

- A. The District will make a reasonable effort to assign at least one credentialed counselor or social worker per school site.

APPENDIX A

National School District

2021-2022
Effective 07/01/2021

Teachers' Salary Schedule - Fully Credentialed

	Class I		Class II		Class III		Class IV		Class V		Class VI	
1	51,555	278.66	53,101	287.03	54,695	296.65	56,336	304.52	58,025	313.65	59,764	323.05
2	53,346	288.36	54,947	297.01	56,594	305.91	58,292	315.09	60,041	324.55	61,842	334.28
3	55,201	298.38	56,858	307.34	58,562	316.55	60,319	326.05	62,129	335.83	63,993	345.91
4	57,122	308.77	58,836	318.03	60,599	327.56	62,417	337.39	64,292	347.52	66,220	357.95
5	59,110	319.51	60,882	329.09	62,709	338.97	64,591	349.14	66,530	359.62	68,525	370.41
6	61,169	330.64	63,005	340.57	64,895	350.78	66,843	361.31	68,846	372.14	70,913	383.31
7	63,301	342.17	65,201	352.44	67,158	363.02	69,171	373.80	71,247	385.12	73,383	396.66
8	65,510	354.11	67,476	364.74	69,498	375.66	71,584	386.94	73,733	398.56	75,943	410.50
9	67,797	366.47	69,830	377.46	71,925	388.78	74,082	400.44	76,303	412.45	78,593	424.83
10	70,163	379.26	72,269	390.64	74,437	402.36	76,669	414.43	78,969	426.86	81,339	439.67
11	72,617	392.52	74,794	404.29	77,038	416.42	79,349	428.91	81,731	441.79	84,181	455.03
12	75,155	406.24	77,409	418.43	79,731	430.98	82,123	443.91	84,587	457.23	87,126	470.95
13	75,155	406.24	80,119	433.08	82,522	446.06	84,998	459.45	87,548	473.23	90,173	487.42
14	75,155	406.24	82,923	448.23	85,412	461.69	87,973	475.53	90,611	489.79	93,330	504.49
15	75,155	406.24	84,082	454.50	87,381	472.33	89,200	482.16	91,877	496.63	94,634	511.54
16	75,155	406.24	84,082	454.50	87,815	474.68	90,449	488.91	93,162	503.58	95,957	518.69
17	75,155	406.24	84,082	454.50	87,815	474.68	91,717	495.77	94,469	510.64	97,302	525.96
18	75,155	406.24	84,082	454.50	87,815	474.68	93,004	502.72	95,795	517.81	98,668	533.34
19	75,155	406.24	84,082	454.50	87,815	474.68	94,312	509.79	97,140	525.08	100,055	540.84
20	75,155	406.24	84,082	454.50	87,815	474.68	95,639	516.97	98,508	532.48	101,463	548.45
21	75,155	406.24	84,082	454.50	87,815	474.68	96,987	524.25	99,897	539.98	102,893	556.18
22	75,155	406.24	84,082	454.50	87,815	474.68	98,357	531.66	101,308	547.61	104,347	564.04
23	75,155	406.24	84,082	454.50	87,815	474.68	98,357	531.66	102,743	555.37	105,822	572.01
24	75,155	406.24	84,082	454.50	87,815	474.68	98,357	531.66	104,196	563.22	107,322	580.12
25	75,155	406.24	84,082	454.50	87,815	474.68	98,357	531.66	104,196	563.22	108,845	588.35
26	75,155	406.24	84,082	454.50	87,815	474.68	98,357	531.66	104,196	563.22	110,714	598.45

CLASS I B.A. plus 15
 CLASS II B.A. plus 30
 CLASS III B.A. plus 45 or M.A.
 CLASS IV B.A. plus 60 or M.A. plus 15 - Add one increment for earned doctorate
 CLASS V B.A. plus 75 or M.A. plus 30
 CLASS VI B.A. plus 90 or M.A. plus 45 - Add one increment for earned doctorate

\$2,500 Annual Stipend All Special Education except Psychologist and Speech-Language Pathologists
 \$1,000 Annual Stipend Support Personnel

National School District

Speech Language Pathologists & Psychologists

APPENDIX B

2021-2022

Effective 7/1/21

Class I		
Step	Daily Rate	Annual Salary
1	378.36	69,996
2	391.72	72,468
3	405.10	74,943
4	418.47	77,417
5	431.85	79,892
6	445.22	82,365
7	458.60	84,841
8	471.97	87,314
9	485.34	89,787
10	498.72	92,264
11	512.11	94,740
12	525.46	97,210
13	538.83	99,684
14	561.24	103,830
15	561.24	103,830
16	561.24	103,830
17	574.88	106,353
18	574.88	106,353
19	574.88	106,353
20	588.50	108,873
21	588.50	108,873
22	588.50	108,873
23	602.14	111,396
24	602.14	111,396
25	602.14	111,396
26	615.79	113,922

Class II		
Step	Daily Rate	Annual Salary
1	391.72	72,468
2	405.10	74,943
3	418.47	77,417
4	431.85	79,892
5	445.22	82,365
6	458.60	84,841
7	471.97	87,314
8	485.34	89,787
9	498.72	92,264
10	512.11	94,740
11	525.46	97,210
12	538.83	99,684
13	552.24	102,165
14	574.88	106,353
15	574.88	106,353
16	574.88	106,353
17	588.50	108,873
18	588.50	108,873
19	588.50	108,873
20	602.14	111,396
21	602.14	111,396
22	602.14	111,396
23	615.79	113,922
24	615.79	113,922
25	615.79	113,922
26	629.39	116,438

Class III		
Step	Daily Rate	Annual Salary
1	405.10	74,943
2	418.47	77,417
3	431.85	79,892
4	445.22	82,365
5	458.60	84,841
6	471.97	87,314
7	485.34	89,787
8	498.72	92,264
9	512.11	94,740
10	525.46	97,210
11	538.83	99,684
12	552.24	102,165
13	565.62	104,640
14	588.50	108,873
15	588.50	108,873
16	588.50	108,873
17	602.14	111,396
18	602.14	111,396
19	602.14	111,396
20	615.79	113,922
21	615.79	113,922
22	615.79	113,922
23	629.39	116,438
24	629.39	116,438
25	629.39	116,438
26	643.01	118,957

CLASS I B.A. plus 60 or M.A.
 CLASS II B.A. plus 75 or M.A. plus 30
 CLASS III B.A. plus 90 or M.A. plus 45
 Add one increment for earned doctorate

PRESCHOOL TEACHERS' SALARY SCHEDULE

	CLASS 1	CLASS 2
Annual	37,751.11 **	41,498.85 ***
Hourly	34.76	38.21
Daily	208.57	229.28
Monthly	3,145.93	3,458.24

** Class 1 - Without a Bachelor's Degree

*** Class 2 - With a Bachelor's Degree

**REQUEST TO BRING PERSONAL PROPERTY
ON DISTRICT PREMISES**

Name of Requester

I request to bring the following personal property to _____

School from the period _____ to _____.

Description of Property: _____

The personal property listed above is estimated to be valued at \$ _____.

I hereby certify that the above employee-owned materials and/or equipment is/are applicable to the educational program.

Submitted by _____
Requester

Approved by _____
Immediate Supervisor

Approved by _____
Business Manager

This is in compliance with Article 15, Section 15.5.B of the contract between the Governing Board of the National School District and NCETA.

NATIONAL SCHOOL DISTRICT

WALKTHROUGH FORM

Teacher's Name: _____

Observer: _____

Date: _____

Subject: _____

California Standards for the Teaching Profession

Engage and Support All Student Learning

Create and Maintain Effective Environments for Student Learning

Understand and Organize Subject Matter for Student Learning

Plan Instruction and Design Learning Experiences for all Students

Assess Student Learning

Professional Development

Comments:

**NATIONAL SCHOOL DISTRICT
CERTIFICATED OBSERVATION REPORT**

Employee Name	Assignment			Site		
Grade/Language of Instruction	Employment Status: (Check one)		Temporary	Pre-Conference: <input type="checkbox"/>		
			Probationary			
			Permanent	Post-Conference: <input type="checkbox"/>		
Date of Observation	Evaluator			Formal		Informal

***Not all elements of each standard are observable**

Section 1: EVALUATION OF CALIFORNIA TEACHING STANDARDS

**Standard 1:
Engaging & Supporting All Students in Learning**

- Connecting students' prior knowledge, life experience, and interests with learning goals
- Using a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitating learning experiences that promote autonomy, interaction, and choice
- Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
- Promoting self-directed, reflective learning for all students

Comments:

Employee initials

**Standard 2:
Creating & Maintaining Effective Environments for Student Learning**

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom procedures and routines that support student learning
- Using instructional time effectively

Comments:

**Standard 3:
Understanding & Organizing Subject Matter for Student Learning**

- Organizing curriculum to support student understanding of subject matter
- Demonstrating knowledge of subject matter content and student development
- Interrelating ideas and information within and across subject matter areas
- Developing student understanding through instructional strategies that are appropriate to the subject matter
- Using materials, resources and technologies to make subject matter accessible to students

Comments:

Employee initials

**Standard 4:
Planning Instruction & Designing Learning Experiences for All Students**

- Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- Establishing and articulating goals for students learning
- Developing and sequencing instructional activities and materials for student learning
- Designing short-term and long-term plans to foster student learning
- Modifying instructional plans to adjust for student needs

Comments:

**Standard 5:
Assessing Student Learning**

- Establishing and communicating learning goals for all students
- Collecting and using multiple sources of information to assess student learning
- Involving and guiding all students in assessing their own learning
- Using the results of assessments to guide instruction
- Communicating with students, families, and other audiences about student progress

Comments:

Employee initials

Areas of Concern:

Recommendations:

Evaluatee may attach additional written response. Comments must be submitted in writing within ten (10) days. I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluator's Signature

Date

Evaluatee's Signature

Employee initials

**NATIONAL SCHOOL DISTRICT
CERTIFICATED OBSERVATION REPORT
ITINERANT SPECIAL EDUCATION STAFF**

Employee Name	Assignment			Site		
Grade/Language of Instruction	Employment Status: (Check one)	<input type="checkbox"/>	Temporary	Pre-Conference:	<input type="checkbox"/>	
		<input type="checkbox"/>	Probationary		Post-Conference:	<input type="checkbox"/>
Date of Observation			<input type="checkbox"/>	Permanent		Formal
	Evaluator					

**Standard 1:
Engaging & Supporting All Students in Learning**

Connecting students' prior knowledge, life experience, and interests with learning goals*

- Using a variety of instructional strategies and resources to respond to students' diverse needs*
- Facilitating learning experiences in a therapeutic or instructional setting *
- Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful in the therapeutic or instructional setting*
- Promoting self-directed, reflective learning for all students in the therapeutic setting *

Comments:

Employee initials

- - Will not be observed during testing

**Standard 2:
Creating & Maintaining Effective Environments for Student Learning**

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility in a therapeutic or instructional setting *
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom/ therapeutic procedures and routines that support student learning
- Using instructional time effectively

Comments:

**Standard 3:
Understanding & Organizing Materials and Strategies to Improve Student Learning**

- | | |
|---|--|
| • Organizing materials and instructional strategies to support student progress toward learning goals | |
| • Demonstrating knowledge of subject matter in area of expertise* | |
| • Sharing effective instructional strategies with general education staff and parents to improve student learning* | |
| • Developing student understanding through instructional / therapeutic strategies that are appropriate to the student's learning goals* | |
| • Using materials, resources and technologies to assist the student in achieving his/her learning goals* | |

Comments:

Employee initials

- - Will not be observed during testing

**Standard 4:
Planning Instruction & Designing Learning Experiences for All Students**

- Drawing on and valuing students' backgrounds, interests, and developmental learning needs*
- Establishing and articulating goals for student learning with students, parents, instructional staff*
- Developing and sequencing instructional activities and materials for student learning*
- Designing appropriate short-term and long-term goals to target student needs*
- Modifying instructional plans and goals to adjust for student needs*

Developing and implementing individualized integration opportunities for students with special needs*

Comments:

Standard 5: Assessing Student Learning

- Using effective assessment techniques to establish and communicate individual learning goals for students with IEPs*
- Using appropriate standard and non-standard assessment tools to determine special education eligibility, identify student needs, and determine learning growth
- Communicating assessment results effectively to staff, parents and students
- Using the results of assessments to guide instruction and the development of IEP goals and objectives*
- Communicating with students, families, and staff/agency representatives regarding student progress*

Comments:

Employee initials

- - Will not be observed during testing

NATIONAL SCHOOL DISTRICT CERTIFICATED SUMMARY EVALUATION

Employee Name		Assignment		Site	
Grade/Language of Instruction		Employment Status: (Check one)	Temporary		
			Probationary		
			Permanent		
Date of Conference:					
Evaluator:		Period Covered by Summary Evaluation:	From:		To:

Standard 1: Engaging & Supporting All Students in Learning	Proficient	Needs Improvement*	Unsatisfactory*
---	-------------------	---------------------------	------------------------

- Connecting students' prior knowledge, life experience, and interests with learning goals
- Using a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitating learning experiences that promote autonomy, interaction, and choice
- Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
- Promoting self-directed, reflective learning for all students

Comments:

***Evaluator must comment**

Employee initials

Standard 2: Creating & Maintaining Effective Environments for Student Learning	Proficient	Needs Improvement *	Unsatisfactory*
---	-------------------	----------------------------	------------------------

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness respect
- Promoting social development and group responsibility
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom procedures and routines that support student learning
- Using instructional time effectively

Comments:

Standard 3: Understanding & Organizing Subject Matter for Student Learning	Proficient	Needs Improvement*	Unsatisfactory*
---	-------------------	---------------------------	------------------------

- Organizing curriculum to support student understanding of subject matter
- Demonstrating knowledge of subject matter content and student development
- Developing student understanding through instructional strategies that are appropriate to the subject matter
- Using materials, resources and technologies to make subject matter accessible to students

Comments:

***Evaluator must comment**

Employee initials

Standard 4: Planning Instruction & Designing Learning Experiences for All Students	Proficient	Needs Improvement*	Unsatisfactory*
---	-------------------	---------------------------	------------------------

- Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- Establishing and articulating goals for students learning
- Developing and sequencing instructional activities and materials for student learning
- Designing short-term and long-term plans to foster student learning
- Modifying instructional plans to adjust for student needs

Comments:

Standard 5: Assessing Student Learning	Proficient	Needs Improvement*	Unsatisfactory*
---	-------------------	---------------------------	------------------------

- Establishing and communicating learning goals for all students
- Collecting and using multiple sources of information to assess student learning
- Involving and guiding all students in assessing their own learning
- Using the results of assessments to guide instruction
- Communicating with students, families, and other audiences about student progress

Comments:

***Evaluator must comment**

Employee initials

**Standard 6:
Developing As a Professional Educator**

- Reflecting on teaching practices and planning professional development
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with communities to improve professional practice
- Working with families to improve professional practice
- Working with colleagues to improve professional practice

Comments:

***Evaluator must comment**

Special Education Teachers Only:

- Demonstrating compliance with federal, state and district policies and procedure regarding special education assessment, eligibility, and program development
- Developing and implementing Individualized integration opportunities for students with special need
- Using the results of assessments to guide instruction and the development of appropriate IEP goals and objectives

Comments:

- Detailed Assistance Improvement Plan (DAP) required
- Due to one or more unsatisfactory areas noted on this evaluation you will be referred to PAR and will be put on a Detailed Assistance Improvement Plan

Additional comments:

***Evaluator must comment**

Evaluatee may attach additional written response. Comments must be submitted in writing within ten (10) days. I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluator's Signature

Date

Evaluatee's Signature

Date

The term of temporary contract has expired
Continued employment recommended
Continued employment not recommended

Employee initials

**NATIONAL SCHOOL DISTRICT
CERTIFICATED SUMMARY EVALUATION
ITINERANT SPECIAL EDUCATION STAFF**

Employee Name	Assignment		Site
Evaluator	Employment Status: (Check one)	<input type="checkbox"/> Temporary	
		<input type="checkbox"/> Probationary	
		<input type="checkbox"/> Permanent	
Date of Conference			

Standard 1: Engaging & Supporting All Students in Learning	Proficient	Needs Improvement*	Unsatisfactory*
---	-------------------	---------------------------	------------------------

- Connecting students' prior knowledge, life experience, and interests with learning goals
- Using a variety of instructional strategies and resources to respond to students' diverse needs
- Facilitating learning experiences in a therapeutic or instructional setting
- Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful in the therapeutic or instructional setting
- Promoting self-directed, reflective learning for all students in the therapeutic setting

Comments:

*Evaluator must comment

Standard 2: Creating & Maintaining Effective Environments for Student Learning	Proficient	Needs Improvement *	Unsatisfactory*
---	-------------------	----------------------------	------------------------

- Creating a physical environment that engages all students
- Establishing a climate that promotes fairness and respect
- Promoting social development and group responsibility in a therapeutic or instructional setting
- Establishing and maintaining standards for student behavior
- Planning and implementing classroom/ therapeutic procedures and routines that support student learning
- Using instructional time effectively

Comments:

Standard 3: Understanding & Organizing Subject Matter for Student Learning	Proficient	Needs Improvement*	Unsatisfactory*
---	-------------------	---------------------------	------------------------

- Organizing materials and instructional strategies to support student progress toward learning goals
- Demonstrating materials and instructional strategies to support student progress toward learning goals
- Developing student understanding through instructional / therapeutic strategies appropriate to the student's learning goals
- Using materials, resources and technologies to assist the student in achieving his/her learning goals
- Sharing effective instructional strategies with general education staff and parents to improve student learning

Comments:

***Evaluator must comment**

Standard 4: Planning Instruction & Designing Learning Experiences for All Students	Proficient	Needs Improvement*	Unsatisfactory*
---	-------------------	---------------------------	------------------------

- Drawing on and valuing students' backgrounds, interests, and developmental learning needs
- Establishing and articulating goals for student learning with students, parents, instructional staff
- Developing and sequencing instructional activities and materials for student learning
- Designing appropriate short-term and long-term goals to target student needs
- Modifying instructional plans and goals to adjust for student needs
- Developing and implementing individualized integration opportunities for students with special needs

Comments:

Standard 5: Assessing Student Learning	Proficient	Needs Improvement*	Unsatisfactory*
---	-------------------	---------------------------	------------------------

- Using effective assessment techniques to establish and communicate individual learning goals for students with IEPs
- Using appropriate standard and non-standard assessment tools to determine special education eligibility, identify student needs, and determine learning growth
- Communicating assessment results effectively to staff, parents and students
- Using the results of assessments to guide instruction and the development of IEP goals and objectives
- Communicating with students, families, and staff/agency representatives regarding student progress

Comments:

Standard 6: Developing As a Professional Educator

- Demonstrating compliance with federal, state and district policies and procedures regarding special education assessment, eligibility, and program development.
- Reflecting on professional practices and planning professional development
- Establishing professional goals and pursuing opportunities to grow professionally
- Working with community and agency members to improve professional practice and student learning
- Working with families to improve professional practice and promote student learning
- Communicating with students, parents and school personnel in a professional and effective manner
- Working effectively with colleagues to improve professional practice

Comments:

*Evaluator must comment

- Detailed Assistance Improvement Plan (DAP) required
- Due to one or more unsatisfactory areas noted on this evaluation you will be referred to PAR and will be put on a Detailed Assistance Plan

Additional comments:

*Evaluator must comment

Evaluatee may attach additional written response. Comments must be submitted in writing within ten (10) days. I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.

Evaluator's Signature_____
Date_____
Evaluatee's Signature_____
Date

The term of temporary contract has expired _____

Continued employment recommended _____

Continued employment not recommended _____

Employee initials

NATIONAL SCHOOL DISTRICT
**Alternative Evaluation
Planning and Goals Form**

Unit Member: _____ Date: _____

Program/Site: _____

As you consider the year ahead, previous assessments of academic performance of students assigned to you, the California Content Standards, and the California Standards for the Teaching Profession, please identify your plan and goals for the coming year.

1. Teacher Goals/Objectives:

2. Implementation Plan:

3. Anticipated Outcomes:

4. Outcomes will be measured for success in the following ways:

TO BE COMPLETED BY UNIT MEMBER

NATIONAL SCHOOL DISTRICT

**Alternative Evaluation
Update Form**

Due December 15 and March 15

Unit Member: _____ Date: _____

Program/Site: _____

TO BE COMPLETED BY UNIT MEMBER

NATIONAL SCHOOL DISTRICT

**Alternative Evaluation
Narrative Summary Form**

Unit Member: _____ Date: _____

Program/Site: _____

Answer the following questions:

1. Were Teacher Goals/Objectives met? How?

**2. Was the project successfully implemented or the activity successfully completed?
Evidence?**

3. Were the anticipated outcomes reached? How?

4. What was the value of this activity or project to the school or site?

Evaluator's Signature

Date

Evaluatee's Signature

Date

TO BE COMPLETED BY EVALUATOR

NATIONAL SCHOOL DISTRICT
Detailed Assistance Plan (DAP)

Name of Employee: _____

Name of Evaluator: _____

Assignment of Employee: _____

School: _____

A. Description of Performance Which is Unsatisfactory (add pages if necessary):

B. Description of Improvement Program Performance Goals, Recommendations, and Strategies, and the Number of Observations that Shall Occur During the Year on Cycle: (add pages if necessary)

This document will be placed in your personnel file in ten days. Prior to that time you may submit a written response which will be attached to this document when it is placed in your personnel file. Your signature does not automatically mean agreement with the contents of this document, only the fact that you received a copy of it.

Signature of Employee

Date

Signature of Observer

Date

STATEMENT OF RELEASE

Pursuant to Article 14 of this Agreement between the Governing Board of the National School District and the National City Elementary Teachers Association, I declare that I will abide by the procedures set forth in this Agreement and that my legal, permanent residence is in an area not covered by any health plan currently offered by this Agreement.

I also declare that I understand that the money received for this purpose must be used to purchase health plan coverage for myself and hereby release NCETA and the District of any liability related to this issue.

Signature

Typed Name

State of _____

County of _____

On _____ before me, _____
Date Name, Title or Officer, E.G., "Jane Doe, Notary Public"

Personally appeared _____
Name(s) Signer(s)

Personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature of Notary _____

APPENDIX O

GRIEVANCE FORM

NAME OF EMPLOYEE: _____ ASSIGNMENT: _____
ADDRESS: _____ DATE: _____

(WHERE ALL NOTICES SHOULD BE SENT)

STATEMENT OF THE GRIEVANCE:

STATEMENT OF PROVISION OF AGREEMENT ALLEGED TO HAVE BEEN VIOLATED:

STATEMENT OF THE REMEDY DESIRED:

IF YOU WISH TO BE REPRESENTED, PLEASE INDICATE NAME OF DESIGNATED REPRESENTATIVE

SIGNATURE OF GRIEVANT _____

SIGNATURE OF RECIPIENT AND DATE RECEIVED _____

SIDE LETTER OF AGREEMENT
BETWEEN
THE NATIONAL SCHOOL DISTRICT
AND
THE NATIONAL CITY ELEMENTARY TEACHERS ASSOCIATION

This Side Letter of Agreement ("Agreement") is entered into by the National School District ("District") and the National City Elementary Teachers Association ("Association") to clarify the concurrent use of sick leave, differential illness leave and baby-bonding leave under the California Family Rights Act ("CFRA"), Government Code section 12945.2 and Education Code section 44977.5.

The parties agree to all of the following terms and conditions set forth below.

1. Eligible certificated employees who are granted baby-bonding leave (for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee) under the California Family Rights Act (CFRA) for up to 12 school weeks, may receive "differential pay" during that time in accordance with Education Code section 44977.5.
2. If the employee who is granted CFRA baby-bonding leave has earned sick leave remaining at the time that the baby-bonding leave is scheduled to begin, such sick leave shall run concurrently with the baby-bonding leave provided for in paragraph 1 of this Agreement and the 12 week differential pay period provided for under Section 44977.5 shall be reduced by the amount of the fully paid sick leave taken.
(For example, if an employee has sick leave at the beginning of 12 week baby-bonding leave, it will be utilized and exhausted before the employee begins to receive the differential pay.)

Nothing in this Agreement shall be construed to be a violation of law, rule or regulation of the District, or the collective bargaining agreement between the parties, and neither the fact of nor the contents of this Agreement will be used or presented in any tribunal by either party as evidence against the other of any such violation, except for the purpose of enforcing its terms. This will remain in force until the provisions covering baby-bonding leave can be integrated into the Association Contract.


FOR THE ASSOCIATION

Date: 7/15/16


FOR THE DISTRICT

Date: 7/15/16

NSD Proposal (2/11/19)

**Memorandum of Understanding
By and Between the
National School District and
National City Elementary Teachers Association**

This Memorandum of Understanding ("MOU") is entered into between the National School District ("District") and National City Elementary Teachers Association ("NCETA") for the purpose of implementing the negotiable impacts and effects of the District's decisions to provide affected certificated unit members with (1) access to Benchmark Advance and American Reading Company ("ARC") materials in relation to ELA/ELD instruction, and (2) assess students based on the i-Ready diagnostic in ELA and Math.

ELA/ELD: Benchmark Advance and ARC Materials

1. Trainings on the ELA/ELD Framework for California Public Schools K-12 will be provided in three phases. These trainings will include information on using the Benchmark Advance and ARC materials as part of teaching the Common Core Standards.
2. In addition, trainings regarding specific components of the Benchmark Advance and ARC materials will be provided.
3. Teachers are not required to use Benchmark Advance and ARC materials. Rather, the District's expectation continues to be that teachers will effectively teach to the expectations set forth in the Common Core Standards and the ELA/ELD framework for California Public Schools K-12. This may include, among other things, using Benchmark Advance and ARC materials. It is within a teacher's professional discretion to decide how best to teach to the expectations set forth in the Common Core Standards and ELA/ELD framework for California Public Schools K-12, so long as the teacher teaches those standards effectively.

i-Ready Diagnostic

1. Trainings on assessing students based on the i-Ready diagnostic will be provided.
2. After the district has provided comprehensive i-Ready training, teachers will be expected to use the i-Ready diagnostic as trained to assess students in ELA and Math. Therefore, teachers who provide ELA and Math instruction will be required to attend these trainings. The District will schedule make-up trainings if teachers are unable to attend these scheduled trainings.

Miscellaneous

1. The tentative timings of each of these trainings shall be developed by the district and provided to unit members. For trainings scheduled to take place during a unit member's regular duty day, the unit member will be released without loss in compensation to attend or the training will be provided during professional development time. For trainings scheduled to take place

outside of a unit member's regular duty day, the trainings will be optional. All affected unit members shall be eligible for up to 40 hours of compensation in accordance with Article 15.6.D of the collective bargaining agreement until June 30, 2019.

2. If a unit member is unable to attend a mandatory training the District will schedule a comparable make-up training for those unit members.
3. The District will provide NCETA and all affected unit members with confirmation once the exact dates and times of these trainings are determined.
4. The District and NCETA agree that it is in their mutual interests for unit members to receive an appropriate amount and level of training to ensure they will effectively teach and assess students based on the standards. However, this MOU does not preclude the District from providing additional training opportunities on an as-needed basis.
5. This MOU represents the full and entire agreement between the District and NCETA regarding the impacts and effects of the District's decisions to provide certificated unit members with access to Benchmark Advance and ARC materials in relation to ELA/ELD instruction, and assess students based on the i-Ready diagnostic in ELA and Math.
6. Should the District make any subsequent non-negotiable decisions regarding unit member access to Benchmark Advance and ARC materials and assessing students based on the i-Ready diagnostic, it will provide NCETA with prior written notice so that NCETA has the opportunity to request bargaining on the foreseeable impacts and effects of the decision(s) that are within the scope of representation under the Educational Employment Relations Act.

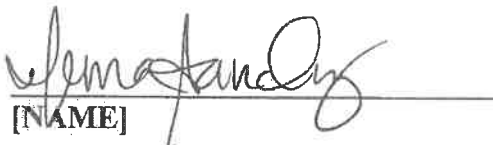
AGREED

FOR THE DISTRICT


[NAME]

2-11-19
Date

FOR NCETA


[NAME]

2-11-19
Date

Board Approval Date: February 19, 2019

**Memorandum of Understanding
Between
National City Elementary Teachers Association
and
NATIONAL SCHOOL DISTRICT**

For Summer School

August 16, 2021

1. For the 2020-2021, 2021-2022, 2022-2023 school years, all intersession/summer school/extended year salaries will be per diem rate divided by 6.58, and multiplied by the number of hours worked as established in the salary schedule appendices of the agreement between National School District and the National City Elementary Teachers Association.