

ADTA Agreement 2018 - 2020

2018 – 2020 Negotiated Contract Between

the

Adelanto Elementary School District And

Adelanto District Teachers' Association

Adelanto District Teachers' Association

Board of Trustees, AESD

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ARTICLE 1

Agreement

11 The articles and provisions contained herein constitute a bilateral and binding agreement between the Adelanto School District (hereinafter referred to as "DISTRICT") and the Adelanto District Teachers Association (hereinafter referred to as "ASSOCIATION"), an employee organization affiliated with CTA/NEA. The Board of Trustees shall hereinafter be referred to as "BOARD".

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

ARTICLE 2

Recognition

The DISTRICT confirms its recognition of the ASSOCIATION as the exclusive representative for that unit of employees certified by the Public Employees Relations Board (PERB) in Docket Number LA- R-663, dated November 4, 1976, including all certificated employees except day-to-day substitutes and those identified as Management employees.

ARTICLE 3

Term

This Agreement shall remain in full force and effect up to and including June 30, 2017; and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than March 15, of the current school year of its request to modify, amend, or terminate the Agreement; or unless another exclusive representative is selected by the bargaining unit in which case this Agreement shall remain in effect until June 30 of such year; or unless the ASSOCIATION notifies the DISTRICT by March 15 of each year of its request to modify or amend the annual Calendar (Article 18), Salary (Article 12) and/or Health and Welfare Benefits (Article 13), and two additional reopeners per party.

ARTICLE 4

Bargaining Unit Membership

4.1 Membership

- 4.1.1 An up-to-date alphabetical list of all employees on certificated salary schedule, indicating new employees, and including employee's full name, personal address, personal phone number, employee's hire date, employee's seniority date, and their assigned site shall be sent to ADTA's membership chair monthly.
- 4.1.2 The District will provide the Association President at least ten (10) days advance notice of all new employee orientations (any onboarding meeting whether in person, online, or through other means) unless there is an urgent need critical to the employer's operations that was not reasonably foreseeable. The District will permit Association access to such operations, where the Association will have a minimum on one (1) hour with employee(s).

4.2 Dues Deduction

- 4.2.1 ADTA/CTA/NEA has the sole and exclusive right to have employee organization membership dues deducted by the employer for the employees in the bargaining unit upon notification of membership. ADTA/CTA/NEA certifies that it maintains such information.
- 4.2.2 The Employer shall deduct in accordance with ADTA/CTA/NEA dues from the wages of all employees who are members of the bargaining unit.
- 4.2.3 Nothing contained herein shall prohibit an employee from submitting membership dues directly to ADTA/CTA/NEA.
- 4.2.4 The Employer agrees to remit such dues monthly to CTA.
- 4.3 Grievance and Dispute Resolution.
- 4.3.1 Neither the Association nor individual unit member may file a grievance, regarding any administration of Article 4 – Bargaining Unit Membership.

- 4.3.2 The Association, CTA and/or NEA agrees to indemnify and hold harmless the District, or the District Board of Trustees, individually or collectively, its officers, employees and agents, against any and all liabilities, (including reasonable and necessary costs of litigation; including reimbursements of all expenses, fees, judgements and costs), arising from any and all claims, demands, suits, or other actions relating to the District's compliance with this Article.
- 4.3.3 Any underpayments to the Association, CTA and/or NEA resulting from the District's failure to make a required deduction shall be remedied by additional deductions from the affected employee(s). Any overpayment to the Association, CTA and/or NEA resulting from excessive deductions shall be remedied either by refund from the Association, CTA and/or NEA to the affected employee(s) or by a credit against future payments by the affected employee(s).

ARTICLE 5
Savings Provision

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

ARTICLE 6
Statutory Charges

Improvement, reduction or elimination of benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Agreement shall obligate the parties to negotiate for the purpose of changing such benefits in this Agreement.

ARTICLE 7
Consultation

The ASSOCIATION 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. The DISTRICT shall give written notice to the ASSOCIATION that BOARD action on any matter of consultation, as defined herein, is being considered. Such notice shall be given to provide sufficient time for the parties to meet and consult in good faith.

ARTICLE 8

Non-Discrimination

Neither the DISTRICT nor the ASSOCIATION shall discriminate against any Bargaining Unit member on the basis of race, color, religion, ancestry, national origin, disability, gender or sexual orientation as defined in subdivision (q) of Section 12926 of the Government Code, membership or non-membership in an employee organization or participation or non-participation in protected activities of an employee organization.

ARTICLE 9

District Rights

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

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

93 The DISTRICT retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is solely within the discretion of the DISTRICT. Such determination will be made by the DISTRICT only after having provided an opportunity for the exclusive representative to consult on the matter.

ARTICLE 10

Association Rights

101 The ASSOCIATION President and/or his/her designee(s) shall be provided the equivalent of thirty (30) school days per year of leave for the purpose of conducting ASSOCIATION business. Extra days may be approved by the Superintendent upon written request from the ASSOCIATION President. The ASSOCIATION will pay the DISTRICT the cost of the substitute needed to cover the assignment of the President and/or his/her designee(s).

102 All Wednesdays after the regular school day shall be reserved for meetings of the ASSOCIATION.

a The first and second Wednesday of the month shall primarily be used for negotiations and/or liaison meetings. If negotiation and liaison meetings are not scheduled, these Wednesdays may be used for meetings within the contract limits of Article 17 - Duty Day.

b The third and fourth Wednesday of the month after the regular school day shall be reserved for meetings of the ASSOCIATION.

103 The ASSOCIATION Building Representative shall be granted a minimum of five (5) minutes of a regular staff meeting for ASSOCIATION announcements.

104 The ASSOCIATION shall select bargaining unit representatives to serve on District-wide committees such as, but not limited to:

- a Curriculum Instruction & Assessment (CIA)
- b District English Language Advisory Council (DELAC)
- c Disaster Preparedness & Safety Committee
- d Facilities Committee
- e Instructional Materials Selection Committee

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The President or his/her designee shall provide to the District names of committee representatives by the end of the first month of school.

ARTICLE 11

Grievance Procedure

11.1 DEFINITIONS

- a. **Grievance** - an allegation that there has been a misinterpretation, a misapplication, or a violation of a specific provision of this Agreement.
- b. **Grievant** - the person or persons making the claim. The ASSOCIATION may file as the grievant when it determines that there is a grievance.
- c. **Respondent** - the party named by the grievant or the ASSOCIATION as being responsible for the alleged violation.
- d. **Immediate Supervisor** - the DISTRICT designated management employee having immediate jurisdiction over the grievant or who has been designated to adjust the grievance.
- e. **Day** - a day in which the grievant is scheduled to render service to the DISTRICT. The grievant may agree to meet during vacation or the summer in an effort to resolve the grievance.

11.2 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the welfare or working conditions of unit members. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

11.3 PROCEDURE

a. **Informal Level - Level One**

Within ten (10) days from the occurrence of the act(s) or the act(s) of omission giving rise to the grievance and before filing a formal grievance, or within ten (10) days from when the grievant could reasonably be expected to know of the event(s)

which give rise to the grievance and before filing a formal grievance, the grievant shall attempt to resolve the grievance by an informal conference with his/her immediate supervisor. The grievant shall have the right to be accompanied by an ASSOCIATION representative.

b. Formal Level - Level Two - Immediate Supervisor

(1) If the grievant and/or the ASSOCIATION is not satisfied with the disposition of the grievance at the **Informal Level - Level One**, the grievant may appeal to **Formal Level - Level Two** within ten (10) days after the **Informal Level - Level One** conference. The appeal shall be made on the approved form.

(2) The Immediate Supervisor shall communicate a written decision to the grievant and the ASSOCIATION within ten (10) days after receiving the appeal. If the Immediate Supervisor does not respond within the time limit, the grievant may appeal to the next level.

(3) Within the above time limit, either party may request a personal conference with the other and such request shall be granted.

c. Formal Level - Level Three - Superintendent

(1) If the grievant does not receive a written response from **Formal Level - Level Two** within ten (10) days or is not satisfied with the decision received, he/she may file the grievance on the approved form with the Superintendent or his/her designee.

(2) The Superintendent or his/her designee shall communicate his/her decision to the grievant in writing within ten (10) days after receipt of the grievance. If the Superintendent or his/her designee does not respond within the time limits, the grievant may appeal to the next level of the grievance procedure.

(3) A conference shall be held within the above time limits at the request of either

the grievant or the Superintendent or his/her designee.

(4) If the grievant and/or the ASSOCIATION is not satisfied with the disposition of the grievance, the grievance may be appealed to the **Formal Level - Level Four**.

d. Formal Level - Level Four - BOARD

(1) If the grievant does not receive a written response from **Formal Level-Level Three** within ten (10) days, or is not satisfied with the decision received, he/she may submit a written request on the approved form, to meet with the BOARD.

(2) The BOARD shall notify the grievant in writing of the date, time and place of the meeting within ten (10) days of receipt of the request.

(3) The grievant shall have the right to have ASSOCIATION representation at the meeting.

(4) The BOARD shall communicate the decision to the grievant and the ASSOCIATION in writing within ten (10) days of the meeting.

e. Formal Level - Level Five - Binding Arbitration

(1) If the Grievance is not satisfactorily settled in Level Four, the Grievant shall, within ten (10) days after receipt of the DISTRICT's reply, submit a written notice to the DISTRICT of his/her intent to submit the grievance to the Superintendent for binding arbitration. Within ten (10) workdays following receipt of the Grievant's notice of intent to submit the grievance to arbitration, the DISTRICT shall request the California State Conciliation Service to provide a list of five (5) arbitrators from which the parties shall strike alternately until only one (1) name remains, with the first strike determined by a flip of a coin. The remaining name shall be the arbitrator.

(2) All arbitrators' hearings shall be held within the boundaries of the Adelanto

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School District. BOARD Members and five (5) Bargaining Unit Members may attend hearings as observers.

(3) The party on the losing end of the arbitrator's decision shall pay the cost of the arbitrator. In the event that the arbitrator's decision favors both parties, the cost of the arbitrator shall be borne equally by both parties.

(4) Both parties may be represented by such person or persons as they may choose or designate.

(5) In considering any issue in dispute, in the order, the arbitrator shall give due consideration to the statutory rights and obligations of the school BOARD to efficiently manage and conduct its operations within the legal limitations surrounding the financing of such operations.

(6) The arbitration shall be limited solely to the interpretation and application of this Agreement to the precise issue(s) submitted for arbitration. The arbitration shall not determine any other issue(s).

(7) The arbitrator shall have no power or authority to recommend or resolve any of the following:

1. Dismissal of a tenured employee.
2. The termination of service or failure to reemploy a probationary employee.
3. The classification of any employee as probationary.
4. The content of the employee's evaluation.

(8) The arbitrator shall be limited as follows:

1. Where the DISTRICT has made a judgment involving the exercise of discretion, the arbitrator shall review such decision solely to determine

whether the decision has violated the Agreement.

2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
4. The arbitrator's award may include financial reimbursement or other proper remedy, except fines, damages, or penalties. The arbitrator's award of financial reimbursement, if any, shall be binding on the DISTRICT up to \$2,500.00. Any additional financial award recommended by the arbitrator shall be advisory only.

(9) In the event of any advisory financial award of more than \$2,500.00, the recommendation of the arbitrator shall only be advisory and if, upon review of the written recommendation, the BOARD shall make the final determination as to the additional recommended financial award.

(10) After a hearing on the merits of the grievance, the arbitrator shall render a written decision which sets forth findings of fact, reasoning, and conclusions of the precise issue(s) submitted. The decision of the arbitrator will be submitted to the BOARD and the ASSOCIATION.

(11) The exercise of management rights and prerogatives by the BOARD under Article 9 which are not limited by the express terms of this Agreement shall not be subject to the grievance procedure provided, however, that any action by the BOARD which suspends, modifies, or amends this Agreement, after it has declared an emergency pursuant to Article 9, shall be grievable under this procedure to determine whether such action is clearly unreasonable,

unwarranted and/or an abuse of the BOARD's discretion in relation to the emergency circumstances. A grievance challenging the BOARD's actions under this paragraph shall be filed in writing with the Superintendent and shall commence at **Level Four** under this Article.

11.4 MISCELLANEOUS

- a. Nothing contained herein shall be construed as prohibiting the grievant from requesting assistance from the ASSOCIATION to assist in processing the grievance.
- b. The time limits specified at each level in the grievance procedure shall be considered to be maximums and efforts shall be made by both parties to meet these time limits. The time limits, however, may be extended by mutual written consent.
- c. In the event a grievance is filed at such a time that it cannot be processed through all steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the next school year could result in harm to the grievant or the DISTRICT, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as practicable.
- d. If the DISTRICT does not respond within the prescribed time limit at any level, the grievant may appeal to the next level within the stated time limit.
- e. The grievant and/or his/her representative shall be provided reasonable release time at **Level Two** or above for the purpose of grievance conferences and hearing. Any witness who appears at the conference or hearing shall be accorded the same right.
- f. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- g. No reprisals of any kind shall be taken by the Immediate Supervisor, Superintendent, or any member or representative of the administration or the BOARD

against the grievant or any representative of the grievant by reason of filing a grievance or participating in a grievance.

h. The ASSOCIATION shall receive a copy of each grievance and response at formal levels. The ASSOCIATION has the right to meet and discuss any response or agreement with the appropriate party at any formal level.

i. Both parties to the grievance shall have access to all documents which would assist in adjudicating the grievance.

ARTICLE 12

Salary

12.1 Appendix D will reflect a 2.0% salary increase within all cells for 2018-2019 school year replacing the 2017-2018 salary schedule (effective July 1, 2018) and a 2.0% salary increase within all cells for 2019-2020 school year, replacing the 2018-2019 salary schedule, effective July 1, 2019. Starting in the 2017-2018 school year, a longevity increment of \$2,000 will be added to the base salary for certificated unit member who has been employed with the district for 19 years. Credit for prior service will not be used to calculate longevity increments. All other articles are closed July 1, 2018 through June 30, 2020. Both parties will sunshine articles by February 1, 2020 to begin negotiations for the 2020-2021 school year by March 1, 2020.

12.2 DIFFERENTIALS

a. The National Board for Professional Teaching (NBPTS) Certification Differential shall be computed annually at 3.5% of Column I, Step 1, of the salary schedule on which the qualified Bargaining Unit Member is placed.

b. An annual off schedule stipend of \$5,000 shall be paid to a bargaining unit member who has obtained NBPTS certification and who teaches at a designated Program Improvement (“PI”) school. The stipend shall be paid for a period not to exceed five (5) years. Should the “PI” school no longer qualify for the “PI” designation, the NBPTS certificated Bargaining Unit Member shall receive the stipend for one (1) additional year. If the NBPTS certificated Bargaining Unit Member leaves the “PI” school before the end of the year, the annual stipend shall be pro-rated based on the actual time of service at that school.

c. Section 12.2. shall not conflict or interfere with any other provision in the Collective Bargaining Agreement.

- 12.3** Intern teachers shall be properly placed on the salary schedule (at the full rate of that placement).
- 12.4** All Bargaining Unit Members shall be paid on a twelve month basis. Those bargaining unit members hired during the course of the year shall be pro-rated for the remainder of the school year.
- 12.5** Any Bargaining Unit Member terminating employment prior to the completion of annual service shall make immediate and full restitution of any salary overpayment.
- 12.6** New Bargaining Unit Members entering the DISTRICT shall be allowed up to twelve (12) years teaching experience. Maximum placement shall be on the thirteenth step.
- a Retired teachers entering the DISTRICT shall be allowed up to five (5) years of teaching experience with maximum placement on Step 6 and shall be placed accordingly on that Class for which they are qualified.
- 12.7** Bargaining Unit Members who resign from the DISTRICT and are subsequently reemployed within 39 months from the Board of Trustee's acceptance of the unit member's resignation shall be granted full experience credit based on previous placement on the certificated salary schedule.
- 12.8** Salary Placement/Advancement
- a Course credit for salary placement/advancement shall be given for post-graduate, upper division, or graduate course work taken at four-year colleges, universities, or graduate schools which are accredited by a regional accrediting commission or other programs approved by the DISTRICT.
- b The DISTRICT may approve lower division work on a case by case basis but such approval must be received prior to the time the lower division course work is taken.

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- c. Semester hours (units) as defined by the particular accredited college or university shall be acceptable for placement/advancement on the salary schedule. Quarter hours (units) shall be converted to semester hours (units) by two-thirds (2/3).
- d. Any half unit or more shall be converted to the next full unit for salary placement/advancement purposes. (B.A. + 14 2/3 = B.A. + 15; B.A. + 14 1/3 = B.A. + 14)
- e. Only one "rounding" shall take place for each evaluation of transcripts
- f. The Bargaining Unit Member requesting reclassification on the salary schedule shall submit supporting records or transcripts verifying hours (units) of study and/or official notices in the form of a grade card or letter from the college/university by April 1 for salary placement retroactive to January 1 and October 1 for salary advancement retroactive to July 1. The pay warrant received following submission of the semester hours (units) shall correctly reflect the salary to be paid the Bargaining Unit Member for proper placement on the salary schedule. The DISTRICT shall pay any retroactive amounts due the Bargaining Unit Member because of the salary schedule advancement.
- g. Such temporary verification which indicates satisfactory completion of the course(s) shall be sufficient evidence to meet the above requirement of 12.8.f. The Bargaining Unit Member shall provide the official transcript to the DISTRICT as soon as it becomes available.

12.9 EXTRA DUTY PAY SCHEDULE

- a. DISTRICT Paid (Positions paid monthly)
 - (1) Teacher in Charge \$6,000 plus 5 additional days
 - (2) Induction Coaches \$4,500
 - (3) District Wide English Language Learner Coordinator K-5 \$5,000

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(4) District Wide English Language Learner Coordinator 6-8 \$2,500

b. Site Paid (Stipends shall be paid from site funds. Positions paid monthly.

(1) SBCP Coordinator 1 \$4,000 in charge of Purchasing and Budgets, writing purchase orders and maintains budget, plan and research budget items and reports to School Site Council.

(2) SBCP Coordinator 2 \$4,000 in charge of C C R /PQR, Plan development and implementation, attendance at applicable DISTRICT meetings and self-study.

(3) SBCP Coordinator 3 \$5,000 in charge of CCR/PQR, Plan development and implementation, attendance at applicable District meetings, self-study and oversees the budget.

(4) Site Based English Learner Coordinator \$2,500 and

a. At any site whose ELL population is 25% or greater of the total student population \$1,000

* At any site whose ELL population is between 15 – 24% of the total student population \$750

* At any site whose ELL population is between 1 – 14% of the total student population \$500

*Based upon previous year’s language census (“R30”)

Grant Writer \$3,000

School Computer Lab Coordinator \$3,500

School Technology Specialist \$2,500

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School Literacy Specialist	\$3,500
Coaches	\$600 per coach per team with a maximum of 4 coaches per sport
ASB Activities Director	\$1,500
ASB Advisor	\$900
Yearbook Advisor***	\$1,000
Athletic Director	\$1,000
Cheer and Drill Team**	\$1,500

Site Paid

Department Chair (Middle School)

Sections	Salary
11-24	\$1,000
25-40	\$1,500
41-55	\$2,000
56-70	\$2,500

** annually for all advisors/coach involved i.e. 3 people, then $\$1500 \div 3 = \500 each.

*** must have instructional element after school.

b. The above listed positions shall be posted by May 15th and filled as determined by each school site on an annual basis in accordance with Article 20 - Transfer and Reassignment of this Agreement.

- (1) The above listed positions shall be paid the full stipend on a monthly basis if hired within the first sixty (60) calendar days of the school year.
- (2) If hired after the 60th calendar day of the school year, the stipend shall be prorated for the amount of time hired and paid on a monthly basis.
- (3) Coaches shall be paid in a single payment upon completion of the sport.

c. The DISTRICT shall provide release time for Bargaining Unit Members or compensation at the rate of \$200.00 for the preparation of each staff development in-service. This provision excludes those Bargaining Unit Members already compensated from another source such as mentor teachers or grant recipients.

12.10 TEACHER RELEASE TIME

<u>SCHOOL COORDINATOR/ SCHOOL COMMITTEE MEMBERS</u>	<u>MAX. DAYS OF RELEASED TIME</u>
Art	1 (each big event)
Science	6
Language Arts (I.e. Young Authors/Reading Fair)	6
History Day	6

12.11 Summer school/summer employment/intercession positions shall be compensated at the current substitute rate per day.

12.12 Mandatory Core Curriculum Professional Development Days compensated at per diem.

ARTICLE 13

Health and Welfare Benefits/Early Retirement

131 The DISTRICT shall provide group health and accident insurance to all Bargaining Unit Members and pay up to \$1177 of the premiums per month- (effective July 1, 2017).

132 The DISTRICT accepts the Adelanto District Teachers Association proposal for Medical/Mental Health Benefits which includes:

a \$2,000 buy-out to the Bargaining Unit Members with proof of alternative health insurance to be paid twelfthly;

133 The DISTRICT shall pay 50% of the premiums for all Bargaining Unit Members working on a one-half time or greater contract but less than full time.

134 In addition, the following insurance coverage will be paid in full by the DISTRICT for all employees on a one-half time or greater contract:

- a Dental Insurance
- b Vision Insurance (VSP Choice Plan that matches the Classified/Management VSP Choice Plan shall be revisited for the 2017-18 school year).

135 An additional supplemental (optional) life insurance plan is available at the Bargaining Unit Member's expense. When authorized by the eligible Bargaining Unit Member, payroll deductions shall be made for the optional group life insurance premiums.

136 All of the above health and welfare benefits shall be made available to retirees (at retirees' expense according to law), and Bargaining Unit Members on approved leave.

137 RETIREMENT MEDICAL BENEFIT

A Bargaining Unit Member who chooses to retire upon reaching age 55 or older and who has served at least ten (10) years in the DISTRICT may elect to receive a percentage of HMO health insurance premium until Medicare eligible age.

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a Retired Bargaining Unit Member receives 95% of Bargaining Unit Member’s lowest available super composite rate for health insurance as paid for current employees. The above will be applied toward whichever insurance plant chosen by the retired Bargaining Unit Member subject to approval of the insurance carrier up to Medicare eligible age.

b Bargaining Unit Members who have 30 years of service with the Adelanto School District and who retire between July 1, 1998 and June 30, 2002 shall receive 50% of the lowest available super composite rate for health insurance as paid for current Bargaining Unit Members.

This benefit shall be for five (5) additional years when retired bargaining unit members reach the Medicare eligible age. If a Bargaining Unit Member retires at or above, Medicare eligible age, the health insurance shall be paid for five (5) years after retiring.

c As an alternative the DISTRICT shall pay a lump sum payment equal to 50% of the super composite rate per year for each year remaining to Medicare eligible age.

138 SUPPLEMENTAL EARLY RETIREMENT PROGRAM (SERP) (Suspended

from July 1, 2018 through June 30, 2019)

a Bargaining Unit Members retiring between the ages 55 and 60 with ten (10) or more years of service in the DISTRICT shall be credited with the following years of additional service credit:

Additional Years

<u>Age of Retirement</u>	<u>Service Credit</u>
55	5
56	4
57	3
58	2
59	1

b **Purpose:** To provide a supplemental retirement benefit which will enable Bargaining

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Unit Members between age 55 and 60 to retire earlier than they might otherwise be able.

c. **Formula:** Same as STRS, but with additional years of credit to be provided by the DISTRICT; based on highest three (3) consecutive years average compensation prior to retirement.

d. **Requirements:** Bargaining Unit Member must retire under STRS between the ages of 55 and 59. SERP benefits will commence on a common date to be determined and will continue for life.

e. **Death Benefits:** Balance of first 24 monthly payments payable to beneficiary.

f. **Contribution of Living Adjustments:** 2% per annum simple.

g. As an alternative to SERP, the DISTRICT agrees to offer an eligible Bargaining Unit Member seventy-five (75%) of the amount of the DISTRICT's contribution to SERP as a cash buy-out.

h. Bargaining Unit Members whose first date of service is on or after July 1, 2010 shall not be eligible to participate in the Supplemental Early Retirement Plan (SERP).

139 Vision benefits will be provided for retirees who qualify for retirement medical benefits under Article 13.6 of this agreement.

1310 The parties will jointly investigate other options for delivery of health and welfare benefits for possible implementation for the 2017-2018 benefit year.

ARTICLE 14
Leave Provisions

Bargaining Unit Members shall be granted the following leaves in conformance with the California State Education Code and supplemented by rules and regulations within the authority granted to the BOARD:

14.1 ILLNESS LEAVE (sick leave deduction)

a **Definition:** An illness leave is granted to a Bargaining Unit Member who is unable to work due to personal illness, injury or quarantine.

b **Length of Leave:**

(1) Each Bargaining Unit Member shall be entitled to eleven (11) days illness leave for service rendered during the school year, plus any amount not taken in previous years. Such leave may be taken at any time during the school year in accordance with Education Code provisions and this agreement.

(2) When a Bargaining Unit Member is absent from his/her duties for one full day, leave shall be charged for one full day whether or not a substitute was made available by the DISTRICT.

(3) When a Bargaining Unit Member is absent from his/her duties for all morning or all afternoon, one-half day leave shall be charged whether or not a substitute was called.

(4) In the event a Bargaining Unit Member is absent from his/her duties for a fraction less than one-half day and a substitute is called, the employee shall be charged with one-half day leave.

(5) In the event a Bargaining Unit Member is absent from his/her duties for a fraction less than one-half day and a substitute teacher is not called, leave time shall

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be charged for only that fraction of a day. Leave time for the purpose of this Article shall be computed to the nearest half (1/2) hour.

c. **Compensation:** Bargaining Unit Members on illness leave shall receive their regular salary.

- (1) A Bargaining Unit Member who is absent beyond his/her accumulated leave shall receive the difference between his/her salary and that paid to a substitute, in accordance with Education Code provisions.
- (2) **Request Procedure:** Request for illness leave shall be made by calling the Substitute Employee Management System.
- (3) **Certification Requirement:** In the event of absence due to illness, the DISTRICT may require a statement of a physician, certifying the illness when abuse of illness leave is suspected.
- (4) **Notification of Return:** The Bargaining Unit Member shall notify the school principal of his/her status for subsequent days in ample time to inform the substitute of his/her assignment. The school office shall be responsible for notifying the Substitute Employee Management System.
- (5) **Physical Examination:** In the event of absence due to illness for a period of over two (2) weeks, the DISTRICT may require the Bargaining Unit Member to furnish evidence of a physical examination or statement from a physician certifying his/her fitness to resume duty. The DISTRICT may require that the Bargaining Unit Member be examined by the physician of DISTRICT's choice at DISTRICT expense, in which case the opinion of the said physician shall be official.
- (6) **Sick Days:** During the term of this agreement, each bargaining unit member shall accrue sick days at the rate of eleven (11) days per year. Accrued, but unused,

sick days shall be carried forward from year to year as presently provided by law and by the rules and regulations of the DISTRICT which are now in effect.

(7) A teacher who works a full summer session shall receive one (1) day of leave, not accruable for that summer school session.

(8) **Transfer of Accumulated Sick Leave:** A new employee of the DISTRICT who has been a certificated employee of another public school district in California for one year or more, may request in writing the transfer of any accumulated unused leave for illness or injury from the former district to the DISTRICT. Such notice shall be filed during the first year of employment in the DISTRICT.

142 PERSONAL NECESSITY LEAVE (sick leave deduction)

a A Bargaining Unit Member may use at his/her election, any days of accrued sick leave for the purposes of personal necessity.

b The Bargaining Unit Member shall be granted personal necessity leave as follows:

(1) Death of a member of his/her immediate family. This shall be in addition to normal bereavement leave.

(2) Accident/incident beyond the Bargaining Unit Member's control involving his/her person or property or the person or property of his/her immediate family of such emergency nature as to require the presence of the Bargaining Unit Member during his/her working day.

(3) Serious or critical illness of a member of the immediate family of such nature as to require the presence of the Bargaining Unit Member during the working day.

(4) Appearance of the Bargaining Unit Member in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any other made with jurisdiction.

(5) Appointment which cannot be secured during non-duty hours with a doctor or

dentist for the Bargaining Unit Member or a member of the immediate family requiring the presence of the Bargaining Unit Member during the working day.

(6) Attendance at a funeral service when such attendance causes the Bargaining Unit Member to be absent during the working day.

(7) In the event a unit member cannot report to work due to hazardous weather/road conditions, a personal necessity leave or vacation leave shall be granted.

(8) Upon written notification (of birth, adoption) by the Bargaining Unit Member to the Superintendent or designee, the Unit Member may opt to use Personal Necessity days to compensate FMLA maternity leave for purposes of child care/bonding not to exceed a total of twelve (12) work weeks.

a. A Bargaining Unit Member may donate sick leave to another Unit Member (District donation form).

143 PERSONAL BUSINESS LEAVE (sick leave deduction)

a. A Bargaining Unit Member may use, at his/her election, not more than five (5) days of accumulated sick leave benefits, per school year as defined in Education Code 37200 for personal business (non accumulative).

b. In addition, a Bargaining Unit Member may use, upon prior written approval of the Superintendent, accumulated sick leave benefits for fulfillment of civic responsibilities. Civic responsibility is defined as attendance at events or meetings of non-profit organizations (excluding ADTA/CTA/NEA) or of organizations for which no remuneration is received.

144 BEREAVEMENT (NO sick leave or payroll deduction)

a. Each Bargaining Unit Member shall be granted up to five (5) days in the event of the death of any member of the Bargaining Unit Member's immediate family.

b. Up to five (5) additional days of leave may be granted by the Superintendent or his/her

designee.

c. Such leave of absence shall be without salary deduction and shall not be charged against sick leave.

d. Members of the immediate family shall be husband, wife, son, daughter, mother, father, brother, sister, grandmother, grandfather, son-in-law, daughter-in-law, mother-in-law, father-in-law, cousin, cousin-in-law, niece, nephew, uncle, aunt, brother-in-law, sister-in-law, grandchildren, step-children, step-parents, and other persons living in the household of the Bargaining Unit Member subject to the approval of the District Superintendent.

145 PERSONAL LEAVE (payroll deduction)

a. A personal leave is a leave granted for personal reasons (matrimony, urgent business affairs, family illness, religious holiday observance, attendance at non-school connected conventions, etc.)

b. Maximum personal leave is twenty (20) consecutive working days. Leave may be extended upon approval of the BOARD.

c. Absence for personal reasons are not encouraged but may be granted, subject to approval of the District Superintendent. A written request shall be filed.

d. Salary deductions shall be made for each day of such absence equal to the individual Bargaining Unit Member's established daily rate. (See "Personal Necessity Leave" and "Personal Business Leave" for additional provisions.)

146 SABBATICAL LEAVE (Payroll deduction)

a. **Definition:** A sabbatical leave is a leave granted to a permanent Bargaining Unit Member for formal study, fellowship grant, independent study, or educational travel.

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b. **Length of Leave:** Sabbatical leave may be granted for not less than one-fourth year or more than one year.

c. **Eligibility:**

(1) Any Bargaining Unit Member who has completed seven (7) years of service in the DISTRICT may apply for sabbatical leave. Only one such leave per Bargaining Unit Member will be granted in each seven-year period. Applications for sabbatical leave should be filed as far in advance as possible, and will be evaluated by a committee composed of one teacher from each grade level to be appointed after consultation with the exclusive representative, plus one principal, named by the District Superintendent, or designee, plus one DISTRICT representative, named by the BOARD. Each school shall be represented by at least one member on the committee.

(2) The committee will make a recommendation to the BOARD through the Superintendent. The BOARD will make the final determination as to whether the request for such leave will be granted or denied.

d. **Number on Leave:** Not more than 3% (rounded to the next highest whole number) of the Bargaining Unit Members of the DISTRICT may be on a sabbatical leave in any one year, except as recommended by the Superintendent and principal, on approval of the BOARD.

e. **Compensation:** A Bargaining Unit Member on sabbatical leave shall receive 50% of the salary he would have received on regular full-time duty in the DISTRICT in accordance with Education Code provisions. Full fringe benefits will be maintained in accordance with this agreement.

f. **Return to DISTRICT:**

(1) Any Bargaining Unit Member who is granted a sabbatical leave shall file a

bond with the DISTRICT, which shall enable the DISTRICT to reclaim any remuneration granted the bargaining unit member while on leave, in the event the Bargaining Unit Member does not return to the DISTRICT for a period of at least two (2) years after the leave has been completed.

(2) In the event of physical disability or death, whereby the bargaining unit member is rendered unable to perform such two years of service, he/she will be exonerated from the forfeiture of such bond.

(3) Each Bargaining Unit Member will be required to sign a statement prior to the granting of the leave, that he/she will return to the DISTRICT in the position to which he/she may be assigned on his/her return, and not necessarily the specific position he/she held when the leave was granted.

g **Salary Schedule:** A Bargaining Unit Member returning from sabbatical leave shall receive the same progressive advancement on the salary schedule as he/she would have received had he/she remained in active service.

h **Retirement:** A period of sabbatical leave will reduce retirement credit by the same proportion as the salary reduction unless additional retirement contributions are made in accordance with provisions of the Education Code.

147 INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

a Bargaining Unit Members will be entitled to industrial accident leave according to the provisions of the Education Code for personal injury or illness which has qualified for worker's compensation under the provisions of the Compensation Insurance Fund.

b Such leave shall not exceed sixty (60) days during which the schools of the DISTRICT are required to be in session or when the bargaining unit member would otherwise have been performing work for the DISTRICT in any one fiscal year for the same

industrial accident.

(1) After sixty (60) days, if the Bargaining Unit Member is still absent from duty as a result of such industrial accident leave, he/she shall then be entitled to other leave benefits for which he/she may be eligible.

(2) The BOARD shall consider an extension of industrial accident leave with pay for an additional thirty (30) working days in the event of an injury to a bargaining unit member while serving at an assignment designated by a principal or his/her surrogate or other DISTRICT management employee, when such injured Bargaining Unit Member is the victim of an unprovoked assault which results in criminal action taken against the attacker.

c. The DISTRICT has the right to have the Bargaining Unit Member examined by a physician designated by the DISTRICT to assist in determining the length of time during which the Bargaining Unit Member will be temporarily unable to perform assigned duties and the degree to which a disability is attributable to the injury or illness involved.

(1) For any days of absence from duty as a result of the same industrial accident or illness, the Bargaining Unit Member shall endorse to the DISTRICT any wage loss benefit check from the DISTRICT's Workers Compensation Insurance Carrier which would make the total compensation from both sources exceed 100 percent of the amount the Bargaining Unit Member would have received as salary had there been no industrial accident or illness.

(2) If the Bargaining Unit Member fails to endorse to the DISTRICT any wage loss disability indemnity check received on account of the industrial accident or illness as provided above, the DISTRICT shall deduct from the

Bargaining Unit Member's salary warrant, the amount of such disability indemnity actually paid to and retained by the Bargaining Unit Member.

148 JURY OR WITNESS SERVICE (NO payroll deduction)

- a **Definition:** The term "State Courts" shall include Justice Courts, Municipal Courts, and the Superior Courts.
- b A Bargaining Unit Member who is subpoenaed to serve on jury duty may be granted a leave of absence to do so.
- c **Compensation:** A Bargaining Unit Member shall be entitled to leave without loss of pay for any time the Bargaining Unit Member is required to perform jury duty. The DISTRICT shall pay the Bargaining Unit Member the difference, if any, between the amount received for jury duty and the Bargaining Unit Member's regular rate of pay. Any meals, mileage and/or parking allowance provided the Bargaining Unit Member for jury duty shall not be considered in the amount received for jury duty.
- d **School Business:** A Bargaining Unit Member ordered to represent the DISTRICT in any case involving the DISTRICT shall be deemed on official school business, and shall be paid his/her regular salary.
- e Jury Duty leave may include a total of two (2) days maximum travel time if needed if the location of the required court appearance is over 100 miles from place of residence.
- f No leave of absence will be granted to serve on a grand jury.
- g A witness leave is a leave granted to allow a Bargaining Unit Member to appear as other than a litigant in the case in response to an official order from governmental jurisdiction (excluding service in an Unfair Practice charge against the DISTRICT).

- (1) **Compensation:** Payment may be made for such leave up to a maximum of five (5) days per year and may not be accumulated from one year to the next, and shall be up to but not more than the difference between the Bargaining Unit Member's regular earnings and any amount received for witness service.

149 MATERNITY SICK LEAVE (sick leave deduction)

- a. Bargaining Unit Members are entitled to use sick leave as set forth under Illness Leave for disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from on the same terms and conditions governing leaves from other illness or medical disability. Such leave shall not be used for child care, child rearing, or preparation for childbearing, but shall be limited to those disabilities as set forth above. The length of such disability leave, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the Bargaining Unit Member and the Bargaining Unit Member's physician.
- b. Bargaining Unit Members are entitled to leave without pay or other benefits for disabilities because of pregnancy, miscarriage, childbirth, and related conditions, when sick leave as set forth in Illness Leave has been exhausted. The date on which the Bargaining Unit Member shall resume duties shall be determined by the Bargaining Unit Member on leave and the Bargaining Unit Member's physician.
- c. The Bargaining Unit Member on leave for pregnancy disability shall be entitled to return to a position comparable to that held at the time the leave commenced.

14.10 UNPAID LEAVE OF ABSENCE

Unpaid Leave of Absence for personal reasons or extended leave of absence without pay for personal reasons may be granted by the Board of Education to a unit member upon approval

of the Chief Personnel Officer. Reasons for which leave may be granted include, but are not limited to, the following:

- a. Illness of the immediate family
- b. Peace Corps
- c. Accepting a new child into the family by birth or legal adoption
- d. Other circumstances which may require the unit member's absence from work.

The leave of absence will be up to one (1) year or not more than twelve 12 months. The leave will not count as time towards seniority. The unit member will not retain his/her position at their school site. The unit member will be guaranteed a position in the District upon return. All compensation and benefits will cease during the leave of absence.

14.11 OPPORTUNITY LEAVE

- a. **Definition:** An opportunity leave is a leave granted in order that a permanent Bargaining Unit Member may accept a position which will result in the Bargaining Unit Member rendering more effective service to the DISTRICT upon his/her return, or to allow the Bargaining Unit Member to work in a graduate Degree program.
- b. **Length of Service:** Leave may be granted for a maximum of one school year. An extension of such leave for one additional school year may be granted.
- c. **Compensation:** No salary will be paid by the DISTRICT for the period of the leave.
- d. **Request Procedure:** The Bargaining Unit Member shall submit a written request to the office of the Superintendent, including a description of the opportunity and how it will enable the Bargaining Unit Member to render more effective service to the DISTRICT upon his/her return. The BOARD will consider each case specifically

on its merits.

14.12 PAID PARENTAL LEAVE

The District shall comply with the requirements of School Employees, sick leave, paternity and maternity leave (Ed Code sec. 44977.5)

14.13 Catastrophic Leave

A catastrophic leave is defined as any life-threatening illness or injury to the Bargaining Unit Member which is expected to incapacitate the Bargaining Unit Member from carrying out their normal duties for a period in excess of 10 days. It is also any life-threatening illness or injury to the Bargaining Unit Member's spouse or dependent child that requires care from the Bargaining Unit Member, thus preventing the Bargaining Unit Member from carrying out their normal duties for a period in excess of 10 days.

- a. Catastrophic leave shall be granted to any Bargaining Unit Member meeting the above requirement.
- b. Once it is apparent that the Bargaining Unit Member will exhaust all personal sick days, the Bargaining Unit Member may request donations of sick days from the body. A donor may donate any number of their reserved sick days, in excess of a year's reserve (11 days).
- c. An incident is considered to have concluded once the Bargaining Unit Member returns to work.
- d. After all donated sick days have been exhausted, the Bargaining Unit Member may request and will immediately receive up to 30 sick days from the catastrophic leave pool, if available, per incident.
- e. In the event that the Bargaining Unit Member returns to work before all donated sick days have been exhausted, all unused donated days will be placed in the catastrophic leave pool.

Unused, donated sick days will not be returned to donors.

f. Once the Bargaining Unit Member has exhausted all potential personal, donated and catastrophic pool sick days. The Bargaining Unit Member will be placed upon differential pay; whereby the Bargaining Unit Member will receive their normal salary less the cost of their replacement Substitute teacher for a period of up to 100 days.

g. The DISTRICT will provide an accounting of the catastrophic leave reserve quarterly to the ASSOCIATION.

ARTICLE 15

Evaluations

Purpose: The goal of evaluation is to improve the quality of teaching. These provisions constitute the procedures to be utilized for the performance evaluation and assessment of certificated Bargaining Unit Members as set forth in the California Education Code. (E.C. 44660, et seq.).

Definitions:

Evaluations – Cumulative analysis of the Bargaining Unit Member’s proficiency in the six domains of the California Standards of the Teaching Profession inclusive of informal and formal observations.

Observations – Evaluator’s opportunities to gather information on which to base the Bargaining Unit Member’s evaluation.

151 The performance evaluation shall relate to:

- a. The progress of students toward the BOARD's established standards of expected pupil achievement.
 - (1) The evaluation shall not include the use of publisher's norms established by standardized tests.
- b. The instructional techniques and strategies used by the Bargaining Unit Member.
- c. The Bargaining Unit Member's adherence to curricular objectives.
- d. The establishment and maintenance of a suitable learning environment within the scope of the Bargaining Unit Member's responsibility.

152 Evaluation Procedure: Evaluations, covering items a. through d. in paragraph 15.1 above.

- a. Bargaining Unit Members to be evaluated during a particular school year shall be furnished a copy of the evaluation procedures, and notified of the identity of their evaluator no later than 30 calendar days from the first student attendance day of the year or first

work day of the year in which the evaluation is to take place.

b. The bargaining unit members being evaluated and the evaluator shall meet no later than 30 calendar days from the first student attendance day or the first work day of the year to discuss:

(1) Procedures and expectations for completing TPE-1.

(2) Evaluator's expectancies of the Bargaining Unit Member ("requirements" to receive a rating of Meets Standards) and the TPE-2 & 2A.

c. The Bargaining Unit Member shall have the right to identify any constraints which the Bargaining Unit Member believes may inhibit his/her ability to meet the expectancies and procedures established.

d. There shall be at least one (1) formal classroom observation for each Permanent Bargaining Unit Member and three (3) for each Probationary and Temporary Bargaining Unit Member recorded on the Observation Report (Forms TPE-2 & 2A) during the evaluation period for each Bargaining Unit Member.

e. The Probationary/Temporary Bargaining Unit Member shall select the subject area for the first and third classroom observation and the evaluator shall select the subject area for the second classroom observation. The Permanent Bargaining Unit Member shall select the subject area for the observation. All observations must be from the four (4) core curricular areas or the teacher's credentialed single subject area.

f. The evaluator shall observe the Bargaining Unit Member for at least thirty (30) minutes before completing the Observations Forms TPE-2 & 2A.

g. Probationary/Temporary Bargaining Unit Members (Focus Plan)

(1) The Probationary/Temporary Bargaining Unit Member shall have two (2) years to be evaluated in the six (6) domains of the Observation Report (TPE-2 & 2A).

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- (2) In the first year of evaluation, all six (6) domains shall be observed by the evaluator during the last Observation Report (TPE-2A).
 - (3) Prior to the first Observation Report of each year, the Probationary/Temporary Bargaining Unit Member in cooperation with the evaluator shall select two (2) of the six (6) Domains (1) selected by the Bargaining Unit Member and (1) selected by the evaluator). Prior to the second observation, two (2) additional domains will be identified to be observed.
 - (4) All remaining Domains shall be observed and evaluated by the evaluator by the end of the second year of the Evaluation Period.
- h. Probationary/Temporary Bargaining Unit Members (Ratings)
- (1) A rating of 1 (Meets Standards) PT (Progressing toward Standards) or 2 (Does Not Meet Standards) shall be written by the evaluator on each element of the Domain on the last Observation Report (TPE-2A) of each year for Probationary/Temporary Bargaining Unit Members.
 - (2) An asterisk (*) (Not evaluated at this time) shall be used by the evaluator on elements of the Domain that were not evaluated at this time for Probationary/Temporary Bargaining Unit Members.
 - (3) PT shall become a 1 or 2 on the Final Summative at the end of the second year (TPE-5/TPE-6).
 - (4) Once a rating of 1 is written on any element of the Observation Report (TPE-2A) that rating shall continue on subsequent reports for that school year.
- i. Pre-probationary Bargaining Unit Members shall be evaluated as per 15.2h. Except that there shall be no requirements to change the rating from PT (Progressing Toward Standards) to a ranking of 1 or 2 until the Final Summative report.

- j. Permanent Bargaining Unit Members
 - (l) No PT or asterisk ratings shall be given to Permanent Bargaining Unit Members on the Observation Report (TPE-2A).
- k. When the evaluator misses a scheduled observation, the Bargaining Unit Member shall be immediately notified and be provided with a written explanation. The evaluator will reschedule the observation with the Bargaining Unit Member. If the evaluator is unable to attend a second scheduled observation, the Bargaining Unit Member may either reschedule the observation or video tape an observation lesson of their choice for the evaluator.
- l. Other than personal notes, the evaluator shall use only the Observation and Evaluation Forms in this Agreement (TPE- 1, 2, 2A, 2B, 3, 4, 5).
- m. Each Bargaining Unit Member to be evaluated shall have a Post-Observation conference within 5 working days. Written comments regarding the observation shall be transmitted to and discussed with the Bargaining Unit Member by the evaluator at this meeting on the Observation Report (Form TPE-2).
- n. The Bargaining Unit Member shall sign and receive a copy of the Pre-Classroom Observation Form (TPE-1), Observation Report (TPE- 2 & 2A), and any Post- Observation forms (TPE- 2B, 3, 4, & 5).
- o. Bargaining Unit Members shall not be required to participate in the evaluation(s) and/or observations of other Bargaining Unit Members.
- p. The evaluation of Bargaining Unit Members, pursuant to this Article, shall not include or be based upon the following:
 - (l) Achievement of objectives by students as stated in either Individual Educational Programs (IEP's) of Special Education students or Progress Profiles of bilingual/ELL students.

(2) Utilization of any “clinical supervision” techniques unless Bargaining Unit Member has had training in clinical teaching and agrees to the technique.

(3) Any methodology or technique (e.g. Cooperative Learning) unless the Bargaining Unit Member has had training in and agrees to use the methodology or technique.

153 RESPONSIBILITIES OF EVALUATOR DURING POST-OBSERVATION PERIOD

a. If a Bargaining Unit Member receives a rating of (2) "Does Not Meet Standards" in a majority of the elements of a domain, the evaluator shall provide assistance to the Bargaining Unit Member. The Suggestions For Focus Plan (Form TPE-2B) shall be developed in cooperation with the Bargaining Unit Member and include, but not be limited to, the following:

- (1) Specific plan for improvement.
- (2) Additional resources to implement such plan
- (3) Techniques to measure improvement and time schedule to monitor progress.

b. Provide written comments on Probationary Bargaining Unit Member's progress in meeting standards in the identified element(s) within established timeline(s) (Form TPE-4).

154 FREQUENCY OF PERFORMANCE EVALUATIONS:

a. The performance evaluation for Probationary/Temporary Bargaining Unit Members shall be made once during the two year Evaluation Period each school year and recorded on the Final Summative Evaluation Report (Form TPE- 5 / TPE- 6) following the third observation of the second year.

b. The performance evaluation for Permanent Bargaining Unit Members shall be made once every other year and recorded on the Final Summative Evaluation Report

(Form TPE-5/TPE-6).

c. Any Permanent Bargaining Unit Member who has been employed at least 10 years with the school district, is highly qualified per NCLB, and whose previous evaluation rated the employee as meeting standards, shall be evaluated every five years. This begins after the eleventh year evaluation (Ed Code 44664).

d. Any Permanent Bargaining Unit Member who receives a rating of "Does Not Meet Standards" in one or more domains on the Final Summative Evaluation Report shall be evaluated annually in that domain until all ratings are "Meets Standards."

e. Any Permanent Bargaining Unit Member who receives a rating of "Does Not Meet Standards" on the observation which would warrant a "Does Not Meet Standards" on the Final Summative Evaluation shall be provided an opportunity to be observed a second time.

155 RESPONSIBILITY OF EVALUATOR IN INTERIM/FINAL SUMMATIVE

EVALUATION

a. A conference, scheduled by the evaluator, shall be held where the Final Summative Evaluation Report shall be discussed. The Bargaining Unit Member shall sign and receive a copy of all performance evaluation forms and may append any form with comments.

(1) At the end of the first year of the two-year Evaluation Period, a conference, scheduled by the evaluator, shall be held with the Probationary/Temporary Bargaining Unit Member where the Interim Summative Evaluation Report (TPE-4) shall be discussed. The Probationary/Temporary Bargaining Unit Member shall sign and receive a copy of all performance evaluations forms and may append any form with comments.

b. In preparing the final evaluation form for placement in the Bargaining Unit Member's

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personnel file, the evaluator shall rely upon data collected through classroom observations, ongoing observations and evaluation conferences. Any deficiencies noted on an Observation Report and corrected within the evaluation period, shall not be included in the Final Summative Evaluation Report.

- (l) The Interim Summative Evaluation Report (TPE-4) shall be a narrative summary of the progress made by the Probationary/Temporary Bargaining Unit Member in the six Domains at the end of the first year of the two-year Evaluation Period.
- c. A Probationary/Temporary Bargaining Unit Member who receives a majority of “Meets Standards” ratings on the elements within a domain on three Observation Reports shall be rated as "Meets Standards" in the domain so rated on the Final Summative Evaluation Report.
 - (l) A Permanent Bargaining Unit Member who receives a majority “Meets Standards” rating on the elements of one Observation Report shall be rated as “Meets Standards” in the domain so rated on the Final Summative Evaluation Report (TPE- 5 / TPE- 6).
- d. The evaluator and the Bargaining Unit Member shall meet at least thirty (30) days prior to the end of school year to review and sign two (2) copies of the Final Summative Evaluation Report (TPE- 5 / TPE- 6), one of which is to be placed in the Bargaining Unit Member's personnel file and the other to be retained by the Bargaining Unit Member. Only the Final Summative Evaluation Report (TPE- 5 / TPE- 6) shall be placed in the personnel file. An additional copy may be retained by the evaluator when the Bargaining Unit Member is being reevaluated in accordance with Articles 15.4.c & d.
- e. Signing of any forms by the Bargaining Unit Member does not indicate agreement.

156 BARGAINING UNIT MEMBER COMMENTS

The Bargaining Unit Member has the right to initiate a written reaction or response to the evaluation. Such a response shall become a permanent attachment to the copy of the evaluation in the Bargaining Unit Member's personnel file. Grievances shall be strictly limited to alleged violations of the procedures enumerated in this Article. In no event shall a grievance be filed under this article contesting the content of the Bargaining Unit Member's evaluation.

157 The Nurse, Counselors, and LSH specialists shall be evaluated using forms (TPE-6) as provided in this agreement.

158 COACHING

Walk through visits are for the purpose of coaching by the administrator and providing timely feedback to the teacher, and shall not become part of the evaluation process or be used in the disciplinary process. There shall be no copies, forms, or electronic records, kept of walk through visits. The sole coaching document will be left with the teacher. (Appendix G)

EVALUATION PERIOD TIMELINES

Pre-Probationary

Observation: 3 Times each year By 11/1, 1/20, 3/1
Evaluation: Interim Summative TPE-4 By: 30 days prior to end of year

Probationary

Observation: 1st Year: 3 Times By: 11/1, 1/20, 3/1
2nd Year: 3 Times By: 11/1, 1/20, 3/1
Evaluation: 1st Year:
Interim Summative TPE-4 By: 30 days prior to end of year
2nd Year:
Final Summative TPE- 5 / TPE- 6 By: 30 days prior to end of year

Permanent

Observation: By: 2/1
Evaluation: Final Summative TPE- 5 / TPE- 6 By: 30 days prior to end of year

ARTICLE 16

Peer Assistance and Review (PAR/BTSA/New Teacher) Program

- a. The PAR Consulting Teacher's and BTSA Support Provider's terms shall routinely be one (1) year in length.
- b. The PAR Consulting Teacher's and BTSA Support Provider's terms may be continuous up to three (3) years. At the conclusion of the third year, a PAR Consulting Teacher and BTSA support provider shall wait for at least one (1) year before reapplying for the PAR Consulting Teacher or BTSA Support Provider position.
- c. PAR Consulting Teachers will support the Referred and Self-Referred Teacher. BTSA Support Providers will support the Participating Teachers.

16.1 JOINT COMMITTEE

- a. A committee shall be established through a selection process.
- b. Composition of the Joint Committee:

The Joint Committee will be comprised of nine (9) people with seven (7) being allowed to vote. Five (5) classroom teachers will be selected with one (1) serving as an alternate and four (4) will be allowed to vote. Four administrators will be selected with one (1) serving as an alternate and three (3) will be allowed to vote. All members shall attend all meetings.
 - (1) Joint Committee shall select a chairperson, alternating annually between administrators and classroom teachers.
 - (2) Seven (7) members will constitute a quorum, a majority of which shall be teachers.
- c. Establishment of Joint Committee:
 - (1) Classroom teacher members of the Joint Committee shall be selected by the

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Adelanto District Teachers Association President subject to ratification by the Executive Board through an appointment process.

(2) School administrator Joint Committee members shall be appointed by the Superintendent or his/her designee.

(3) Committee member terms shall be staggered as follows:

Two (2) teachers shall have a three (3) year term, two teachers shall have a two (2) year term and two administrators shall have a three (3) year term, one (1) administrator shall have a two (2) year term. The alternates shall have a two (2) year term.

d. Joint Committee Duties and Responsibilities:

The Joint Committee shall make recommendations to the Board of Trustees of the District concerning Referred Teachers including forwarding the names of the Referred Teachers to the Board of Trustees who after sustained assistance have not demonstrated satisfactory improvement. Prior to forwarding a Referred Teacher's name to the Board of Trustees, the Joint Committee shall review the assistance provided to the Referred Teacher and shall determine whether or not the Referred Teacher has been afforded "sustained" assistance.

The Joint Committee shall:

- (1) Administer the PAR/BTSA Program.
- (2) Determine its own meeting schedule.
- (3) Follow operating rules and procedures as stated in Article 16 of the collective bargaining agreement.
- (4) Participate in any training required to implement the program.
- (5) Select the PAR Consulting Teacher and the BTSA Support Providers by

majority vote.

- (6) Use a consensus model for decision making. When consensus cannot be attained then a simple majority will be used.
- (7) Accept or reject referrals for intervention from principals and volunteers.
- (8) Meet with the PAR Consulting Teacher(s) periodically to approve staff development plans for Referred and Self-Referred teachers and receive reports.
- (9) Collaborate with other teacher support programs.
- (10) Oversee training of Consulting Teacher(s).
- (11) Generally meet within the Committee's work day, however, work outside of the regular workday shall be compensated at the hourly rate per the collective bargaining agreement.
- (12) Develop program budget subject to Board of Trustees' approval.
- (13) Evaluate PAR Consulting/BTSA Support Providers and their documentation.
- (14) Monitor the progress of Referred and Self-Referred Teacher intervention including making the decision regarding the success of such intervention and so advising the Board of Trustees.
- (15) Evaluate annually the impact of the Peer Assistance and Review program in order to improve the program.
- (16) Refrain from participation in discussion and voting on any matter in which he/she has a professional or personal conflict of interest.

16.2 PAR CONSULTING TEACHER /BTSA SUPPORT PROVIDERS

A PAR Consulting Teacher and BTSA Support Provider shall be a permanent Bargaining Unit Member who provides assistance to all teachers enrolled in the PAR/BTSA program.

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PAR Consulting Teacher and BTSA Support Provider Selection:

- a. PAR Consulting Teachers and BTSA Support Providers shall:
 - (1) Possess a clear California Teaching Credential.
 - (2) Have successfully taught in the District for the last 5 years of which at least 60% was in a full time position providing instruction to students. The District BTSA liaison may provide support whether or not they meet the 60% criteria to participating teachers when a Support Provider is unable to fulfill their duties as approved by the Joint Committee.
 - (3) Demonstrate exemplary teaching ability.
 - (4) Demonstrate effective written and oral communications.
 - (5) Demonstrate effective leadership ability.
 - (6) Demonstrate ability to work cooperatively and effectively with other staff members.
 - (7) Have extensive knowledge of subject matter and mastery of a range of teaching strategies including classroom management and instructional techniques.
- b. PAR Consulting Teachers and BTSA Support Providers shall be selected as follows:
 - (1) A notice of vacancy shall be posted in accordance with Article 20.3.
 - (2) Applicants shall submit an application form or letter of application.
 - (3) Applicants shall submit at least three (3) references from individuals who have direct knowledge of the applicant's ability in both teaching and working with colleagues. At least one letter shall be from the immediate supervisor, and at least one letter shall be from a teacher or association representative.
 - (4) Applications submitted shall be subject to a screening process established by

the Joint Committee to ensure that candidates meet minimum qualifications.

(5) An interview with each of the candidates shall be conducted by the Joint Committee.

(6) PAR Consulting Teachers and BTSA Support Providers shall be selected by the Joint Committee after a minimum of two (2) representatives (at least one teacher and one administrator) of the Joint Committee have conducted an informal classroom observation.

c. PAR Consulting Teacher shall:

(1) Meet with the Referred and Self-Referred Teacher and Site Administrator/Evaluator to:

(a) discuss the PAR program,

(b) establish mutually agreed upon performance goals aligned with pupil learning,

(c) mutually develop the written assistance plan and a process for determining successful completion of the PAR program

(2) Conduct multiple informal observations of the Referred and Self-Referred Teacher during classroom instruction and provide specific immediate feedback.

(3) Meet regularly for observations/discussions with each Referred and Self-Referred teacher.

(4) Conduct model lessons, staff development, and seek appropriate resources as needed.

(5) Participate in meeting with other district Consulting Teachers.

(6) Maintain a written log of contacts and specific support given to each Referred and Self-Referred Teacher.

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- (7) Document all observations, visitations and meetings.
 - (8) Submit and discuss periodic written reports with the Referred and Self-Referred Teacher.
 - (9) Continue to provide assistance until the Joint Committee directs the Consulting Teacher to cease support because it has determined that further assistance shall not be productive or the teaching performance of the Permanent Teacher is satisfactory.
 - (10) Submit a mid-year and final report to the Joint Committee.
 - (11) Participate in an annual review of the program with the Joint Committee.
 - (12) Have the right to present reasons in writing why their specific Referred and Self-Referred Teacher should be reassigned to another Consulting Teacher.
 - (13) The PAR Consulting Teacher assists Referred and Self-Referred Teachers through demonstrations, observations, coaching, recommending conferences or workshops for teachers and other appropriate activities that shall support the Referred and Self-Referred Teacher. The PAR program strongly encourages a cooperative relationship between the Consulting Teacher, Site Administrator and the Referred and Self-Referred Teacher with respect to the process of peer assistance and review.
- d. PAR consulting teacher may use BTSA program materials and forms throughout this process to support Referred and Self-Referred Teachers.
- e. Reports and meetings with the Joint Committee
- (1) The Consulting Teacher shall submit two (2) written reports to the Joint Committee on the progress of the Referred and Self-Referred Teacher. The first report shall be submitted no later than January 15 of each school year. The final report shall be submitted at least 45 calendar days before the end of the Referred and Self-Referred Teacher's school year.

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- (2) The Referred and Self-Referred Teacher may respond in writing to the Consulting Teacher's report.
- (3) All deliberations of the Joint Committee are confidential. The Joint Committee may request follow-up information.
- f. PAR Consulting Teacher's and BTSA Support Provider's Release and Workload
The number of participants and available programs and funding shall determine PAR Consulting Teacher and BTSA Support Provider teacher to Participating/Referred and Self-Referred Teacher ratios and assignments. The PAR Consulting Teacher and BTSA Support Provider may serve Participating/ Referred and Self-Referred Teachers on Full time, Half Time or a Non Release basis.
- g. Right of Return for PAR Consulting Teachers and BTSA Support Provider on Release
Upon the completion of service as a PAR Consulting Teacher and BTSA Support Provider, he/she shall be returned to the position assignment that he/she held prior to becoming a PAR Consulting Teacher and BTSA Support Provider. If that position assignment *no longer exists* at your previous site, he/she shall be provided a similar position assignment that he/she is credentialed to teach. Similar is defined as "within the primary, intermediate, or middle school position".
- h. Compensation - The Full Time PAR Consulting Teacher and BTSA Support Provider shall be paid his/her regular pay according to the negotiated salary schedule.
- i. The Non Release BTSA Support Provider will receive a stipend as listed in Article 12.9 (Extra Duty Pay Schedule). This stipend will be for serving two (2) participating teachers. If the BTSA Support Provider serves only one (1) Participating teacher, then the stipend will be half of the listed amount.
- j. Non-Release will support no more than two participating teachers.

16.3 PROGRAM ELIGIBILITY

a Mandatory Participation - This component of the Program shall provide intervention to permanent teachers who receive a rating of a 2 (Does not meet Standard) on the Final Summative evaluation in two of any domains in two consecutive years as provided in the evaluation article of the Agreement through peer Consulting Teachers. They shall be referred to the Joint Committee by their immediate supervisors for intervention under this program.

b Non-Mandatory Referral - Teachers receiving a rating of a 2 (Does not meet Standard) in any one of the six domains on the Final Summative Evaluation in any two consecutive years may be referred to the Joint Committee.

(1) The Joint Committee shall have the authority to accept or reject non-mandatory referrals from principals or volunteers. Teacher so referred shall have an opportunity to appear before the Joint Committee prior to its determination regarding such a referral. Notification of acceptance into the PAR program shall occur within thirty (30) calendar days of request or not later than June 1st in the year of referral or request to participate.

(2) If the Joint Committee accepts the recommendation for a referred teacher, participation is mandatory except for the volunteer participating teacher.

c Self-Referred Permanent Teachers who seek to improve their teaching performance may self-refer to the Joint Committee for intervention under this program.

d Exclusions

The Program shall not deal with teachers' employment issues that arise from accusations of neglect of duty or misconduct which are distinct from teachers' evaluations in relationship to the California Standards for the Teaching Profession and the Evaluation

article of the contractual Agreement.

e. Referred and Self-Referred Teachers

The Referred and Self-Referred Teacher is a Bargaining Unit Member who receives assistance and coaching to improve instructional skills, classroom management, knowledge of subject, and related aspects of teaching performance as stated in the parties collective bargaining agreement. There are three (3) categories of Referred and Self-Referred Teachers.

(1) Referred and Self-Referred Teacher Participants

(a) The purpose of participation in the PAR Program is to assist permanent teachers in need of development in subject matter knowledge or teaching strategies or both. Permanent Bargaining Unit Members shall be required to participate in the PAR Program as a result of receiving two (2) consecutive years of —Does not meet Standards in two domains on their Final evaluations.

(b) The Consulting Teacher shall provide assistance to the Referred Teacher and Self-Referred Teacher until the Consulting Teacher and the Referred or Self-Referred Teacher conclude that the teaching performance of the Referred and Self-Referred Teacher is satisfactory, or that further assistance shall not be productive, at which time the Consulting Teacher shall submit a recommendation to the Joint Committee. Recommendations shall be made at least annually. The Consulting Teacher shall continue to provide assistance until the Joint Committee acts on the recommendation.

The Referred and Self-Referred Teacher shall have the right to submit a written response to the final report.

(c) The Referred and Self-Referred Teacher shall have the right to present reasons in writing why their specific PAR Consulting Teacher should be

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replaced and another PAR Consulting Teacher substituted and to have those reasons considered.

(d) This article does not expand nor diminish the Bargaining Unit Member's ability to grieve an evaluation pursuant to the negotiated contract between the parties.

(2) Volunteer (Self-Referred) Teacher Participants

(a) The purpose of voluntary participation in the PAR program is to assist Permanent Bargaining Unit Members who seek to improve their teaching performance. Volunteers may request the Joint Committee to assign a PAR Consulting Teacher to provide peer assistance. It is understood that the purpose of such participation is to provide peer assistance, and that the PAR consulting teacher shall play no role in the evaluation of the teaching performance of a Volunteer Teacher participant. The Volunteer Teacher shall indicate area(s) he/she seeks assistance in his/her request. The Volunteer Teacher may terminate his/her participation in the PAR program at any time without a requirement to give a reason for said request.

(b) All communication between the PAR Consulting Teacher and a Volunteer Participating Teacher shall be confidential, and without the written consent of the Volunteer, shall not be shared with others, including the site principal, the evaluator or the Joint Committee.

(3) (BTSA) Beginning Teacher Support and Assessment Participating Teacher

(a) The purpose of participation in the assistance component of the BTSA program is to support Beginning Teachers in need of assistance and coaching to improve instructional skills, classroom management, knowledge of

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subject, and related aspects of teaching performance as related to the California Standards for the Teaching Profession. For beginning Bargaining Unit Members, this will be the Beginning Teacher Support and Assessment (BTSA) Program.

(b) It is understood that the purpose of such participation is to provide peer assistance, and that the Support Provider shall play no role in the evaluation of the teaching performance of a Beginning Teacher Participant. The evaluation of the Beginning Teacher is the sole responsibility of the site administrator.

(c) The Beginning Teacher shall be defined as:

- (1) Preliminary credentialed 1st or 2nd year teachers
- (2) Intern teachers
- (3) Teachers with Emergency Permits
- (4) Experienced teachers with a Clear Credential who are new to the District.

(d) Beginning Teachers shall be supported on a priority basis determined by district needs. Funds received through the BTSA Program must be used to support Preliminary Credentialed teachers only, however funds received through the PAR Program may be used to support all beginning teachers as listed in 16.3 (c) 1-4.

16.4 PROGRAM OPERATIONS

a. Confidentiality

All materials related to evaluations, reports, deliberations, and other personnel matters shall be confidential; subject to the following exceptions:

- (1) In response to subpoena or order of the court.
- (2) The final report may be used by the district in any employment action based upon instructional performance.

16.5 DUTY TO INDEMNIFY

The District shall hold harmless the members of the PAR Joint Committee and the consulting Teacher for any liability arising out of their participation in this Program.

16.6 FUNDING

Not more than 5% of the fund received by the school district for PAR may be expended for administrative costs. It is understood and agreed that this program shall terminate if for any reason there exists an inability for full funding thereof through AB1X (1999, Villariagosa), BTSA or successor legislation.

ARTICLE 17
Duty Day

17.1 It is agreed that the nature of the Bargaining Unit Member’s work requires many instructional duties. Such duties include, but are not limited to planning, selecting and preparing instructional materials, evaluating the work of students, conferring with parents, maintaining records, developing curriculum, and studying literature to keep abreast of developments within the subject matter taught by the unit member.

17.2 It is agreed that Bargaining Unit Members will participate in adjunct duties both on a voluntary and assigned basis. Bargaining Unit Members shall not be assigned more than two (2) adjunct duties.

The adjunct duty list shall be uniform throughout the DISTRICT as follows:

<u>District Committees</u>	<u>School Committees</u>
Budget Advisory	Art Fair
Curriculum/Instruction & Assessment	PBIS
District PBIS Team	Leadership Team
Safety and Wellness	School Site Council (through election process)
Instructional Materials Selection	Science and Engineering Fair
Student Study Team	Red Ribbon Week
	STAR Champion
	Safety
	Young Authors

An additional site adjunct duty list will be established by the Bargaining Unit Members and administration at each site.

17.3 The DISTRICT shall make every effort to assure that adjunct duty responsibilities of Bargaining Unit Members are shared in an equitable manner by all Bargaining Unit Members at each site.

- a. In making adjunct duty assignments, the site administrator shall seek volunteers prior to making assignments. Volunteered time shall be counted equally with assigned time in balancing the sharing of adjunct duty responsibilities among teachers.
- b. In requiring teachers to perform adjunct duties, the site administrator shall act in a reasonable and equitable manner.

17.4 The regular duty day is as follows:

The regular daily instructional minutes shall not exceed:

- Grades TK-3.....310 minutes
- Grades 4-5.....330 minutes
- Grades 6-8 at K-8 schools330minutes
- Grade 6-8 at middle schools300 minutes

- 1. Classroom teachers are expected to be present at their respective work site ten (10) minutes before the beginning of the instructional day.
- 2. There will be a thirty-five (35) minute duty free lunch exclusive of instructional minutes.
- 3. Middle schools (grades 6-8) shall consist of a seven (7) period day-said minutes listed in 17.4, inclusive of preparation period, and passing minutes. Preparation period includes planning and preparing classes, meeting students and parents, grading papers, and any other duties deemed necessary by the teacher. Up the three (3) preparation periods per school year may be utilized to conduct collaboration. Teachers shall not perform supervisory or classroom teaching functions except as reasonably needed to

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provide safety services during emergencies and drills, or when pay is received pursuant to Article 17.13.b. Preparation periods are granted on any contracted instructional day schedule. Preparation periods are not granted on days when teacher attends trainings/conferences/fieldtrips.

4. TK-3 have two (2) duty free 15 minute breaks

4-5 have one (1) duty free 15 minute break

6-8 at K-8 schools shall have one (1) duty free 15 minute break

b. The regular daily instructional minutes on a 45-minute early release day shall not exceed 265 minutes for Grades TK-3, 285 minutes for Grades 4-5 and 285 for Grades 6-8 at K-8 schools, and 255 minutes at 6-8 middle schools.

c. The regular daily instructional minutes on a 90-minute shorten day shall not exceed 220 minutes for Grades TK-3 and 240 minutes for Grades 4-5 and 240 minutes for Grades 6-8 at K-8 school and 210 at 6-8 middle schools.

17.5 Bargaining Unit Members are expected to remain at their respective work site a sufficient amount of time at the close of the instructional day to take care of student needs, reasonable parent's needs, attend scheduled conferences and meetings and discharge assigned or voluntary duties.

17.6 No mandatory meetings shall be scheduled on Fridays outside of the regular duty day, except for as stated in The Annual Transfer Timeline, per Article 20. No mandatory meetings shall be scheduled on the day immediately preceding a holiday or break.

17.7 a. Bargaining Unit Members shall attend not more than four (4) mandatory meetings per calendar month. Mandatory meetings shall be staff, grade-level, staff development and the two meetings per school year which may be designated as evening events (see 17.7f). The evaluation meeting may count as a 5th meeting in the 1st month. There may be one (1) evaluation meeting not to exceed 60 minutes for those

to be evaluated that year.

b. Not more than two (2) mandatory meetings shall be scheduled per week.

c. Said meetings shall not begin later than thirty (30) minutes after site student dismissal with the exception of evening events, i.e. Back-to-School.

d. Two of these meetings per school year may be designated as evening events, i.e. Back-to-School, Science Fair.

(l) With a majority vote of the Bargaining Unit Members at any site, a site may elect to move a portion of a Parent Conference day to an evening conference within the designated conference week. The District and Association President will be notified of the site's decision.

(a.) During an evening Parent Conference, the District will provide security and support the entire conference time.

e. Bargaining Unit Members shall attend Back to School Night and one other evening meeting/event of the unit member's choice during the school year.

f. The length of Staff Professional Development days shall be no longer than 310 minutes (exclusive of breaks and lunch).

g. Notification of all above normal meetings shall be posted no later than 48 hours prior to the meeting.

17.8 In addition to the meetings cited in paragraph 17.7. above, Bargaining Unit Members shall be required to attend all meetings in connection with Quality and Compliance reviews.

17.9 Non-attendance at meetings cited in 17.7 and 17.8 above will be subject to leave provisions in Article 14 of this agreement. Leave time for purposes of this article shall be computed to the nearest half (1/2) hour. (15 minutes or more = 1/2 hour)

17.10 Bargaining Unit Members shall be entitled to a duty free, uninterrupted lunch period. The

lunch period shall be not less than thirty-five 35 consecutive minutes, exclusive of passing time.

17.11 Unit members shall not be required to provide playground supervision during the school year or during summer school except in cases of emergency.

17.12 Early Out days are provided as follows:

- a. All Tuesdays are 45 minutes early release days for students (An additional six (6) minutes was added daily during the 1997-98 school year accommodate these days).
- b. Ten (10) 45-minute early release days may be used for staff development(135-minute meeting);
- c. Seven (7) 45-minutes early teacher release days (formally known as inclement weather) will be standardized on the same dates for the entire district as determined by the negotiations teams.
- d. Three (3) 90-instructional minute early release days for end of session;
- e. Three (3) 90-instructional minute early release days for grades TK-8 report card/progress report preparation at the end of the first, second and third quarter. Report card/progress report preparation may be completed on campus or off campus with prior Administrative approval.
- f. Meeting Flexibility - The total time allowed for meetings per month shall be 5 hours 45 minutes, of which two (2) hours shall be used for teacher directed collaboration time. At no time shall collaboration time be less than one third of the total scheduled meeting time for that month. Collaboration time shall take place on campus and a written communication form provided by the administrator shall be filled out explaining what was discussed and accomplished and returned to the administrator within 24 hours of the collaboration meeting.

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- (1) The following meeting schedules will be developed each year.
 - (a) The dates, topics and length of meetings will be set at each school site during the first fifteen (15) school days of each quarter.
 - (b) With a majority vote of the Bargaining Unit Members at any site, a site may elect to move a meeting to a Monday or Thursday. The Superintendent's Designee and Association President will be notified of the site's decision.
- (2) If scheduled meeting time is not used on scheduled date, the scheduled minutes will be lost and may not be rolled over.
- (3) If a meeting is canceled, the meeting may be rescheduled within the same month with a 48-hour prior notification. (17.7.g)

Minimum time for a meeting will be thirty (30) minutes with a maximum limit of three (3) hours.

17.13 SUBSTITUTING IN ANOTHER CLASSROOM WHEN A SUBSTITUTE IS NOT AVAILABLE.

The District shall always make every effort to hire a substitute teacher when a classroom teacher is absent for any reason.

- a. At the elementary and TK-8 schools: If a substitute is not available and students must be divided among several teachers or another Bargaining Unit Member is required to cover the class, the total amount paid will be a percentage of \$180 based on the percentage of students the receiving teacher is assigned. The administration shall divide the class by not less than 25%.
- b. At the middle schools: If a substitute is not available, the principal or designee may assign a unit member to substitute in a classroom during a preparation period. All middle school sites shall maintain a volunteer list. Prior to making such assignment, volunteers will be selected in a

fair rotating basis. If no volunteers are found, assignments will be maintained on a fair rotating basis. Payment for substituting in a class during a member's preparation period will be at the rate of 1/5 of the \$180.

17.14 AFTER SCHOOL PUPIL SUPERVISION

After school pupil supervision shall be required for Certificated Bargaining Unit Members. The District shall utilize volunteers for this duty. In the event there are an insufficient number of volunteers, unfilled slots shall be required, assigned and filled on a rotating site schedule. Assignments shall be made in one week increments. Certificated Bargaining Unit Members providing supervision shall be paid the hourly rate in 15 minute increments per day. After school pupil supervision shall not involve more than 20% of the Bargaining Unit Members on a weekly basis.

ARTICLE 18

Calendar

181 The number of work days for Bargaining Unit Members shall be 183 days, starting in the 2018-2019 school year.

182 Three (3) teacher duty days shall be scheduled in the calendar. The first one and a half (1.5) day shall be scheduled for Professional Development to include the 4 CDE mandated trainings. The second one and half (1.5) day shall be scheduled for teacher preparation. These days shall be scheduled on a normal work day adjacent to the first student attendance day. No additional staff meeting time or paid time shall be given for completion of the 4 CDE mandated trainings. Any mandated CAASPP trainings will be completed during staff meeting time.

a Eight (8) minimum days will be scheduled for Parent/Teacher conferences. Four (4) days will be scheduled in the Fall for all students and four (4) days in the Spring. Spring conferences will be for students who are underperforming, at-risk, and/or at the teachers' professional discretion. Minimum days for the purposes of Parent Conferences will be 180 instructional minutes.

b With a majority vote of the Bargaining Unit Members at any site, a site may elect to move a portion of a Parent Conference day to an evening conference within the designated conference week. The District and Association President will be notified of the site's decision.

c During an evening Parent Conference, the District will provide security and support the entire conference time.

d All mandatory professional development days, beyond the contracted working days, shall be contracted working days in accordance with Article 12.12.

(18.3) Checkout is a professional responsibility of the Bargaining Unit Member. Check out time shall be arranged by the Bargaining Unit Member and a site administrator no later

than the last full week of school.

- Checkout appointments shall be subsequent to the end of the last instructional day.
- Checkout procedures shall be completed prior to June 30th of the current school year.
- Checkout procedures including the procedure for clearing lost items shall be given to Bargaining Unit Members ten (10) working days prior to the end of the current school Year.

ARTICLE 19

Class Size

19.1 For 2014-2015, TK-3 will be a 28:1 student to teacher ratio. For subsequent years, reduce student to teacher ratio in TK-3 by one student each year until 24:1 is achieved.

19.2 Because of the increased amount of learning that is possible in small classes when the teacher has time to provide individual attention to students in need, attempts shall be made to have class sizes lower than the maximums.

19.3 When possible, the maximum class size shall be 20 to 1 in designated class size reduction classrooms.

19.4 When possible, the maximum class size shall be 30 in non-class size reduction classes.

19.5 In team teaching situations, the class size limits shall be determined by the ratio of teachers on the teaching team to the total number of students assigned to the team.

19.6 The maximum class size shall be 27 when possible in fourth and fifth grade combination non-class size reduction classes. When combination classes exceed 27 students a \$1000 stipend will be paid annually. Fourth and fifth grade combination classes receiving the \$1000 stipend will not exceed 30 students.

19.7 The maximum class size for non-class size reduction classrooms with SL/Bilingual/L'DAC students shall be 27 when possible.

19.8 When possible, the maximum class size for regular education classrooms with identified inclusion students shall be 18 for primary classes (K-3) and 27 for intermediate classes (4-8)

19.9 When possible, the DISTRICT shall not exceed a ratio of students to Resource Specialist of twenty-eight (28) to one (1). Whenever possible is defined as follows: A strong effort by the District to provide staffing when needed by keeping track of Resource Specialist staffing numbers

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through continuous monitoring, maintaining a 28:1 ratio by shifting students from school to school as needed, and actively seeking and hiring teachers when necessary.

19.10 For the 2017-18 school year, Mild/Moderate Special Day Class (SDC) will be 17:1 student-to-teacher ratio. Beginning the 2018-19 school year and beyond, the Mild/Moderate SDC classes will be at 15:1 student-to-teacher ratio.

19.11 The DISTRICT shall not exceed a ratio of thirteen (13) students to one (1) teacher in a Moderate/Severe Special Day Class-setting.

19.12 The DISTRICT shall not exceed a ratio of twelve (12) students to one (1) teacher in a Severe/Profound Special Day Class setting.

19.13 The DISTRICT shall not exceed a ratio of ten (10) students to one (1) teacher in a specialized program (i.e. Steps-to-Success or Autism Special Day Class).

19.14 The average caseload for language, speech, and hearing specialists in districts, county offices, or special education local plan areas shall not exceed 55 cases, unless the local comprehensive plan specifies a higher average caseload and the reasons for the greater average caseload. A fully credentialed speech language pathologist will receive an additional \$2,000 recruitment stipend, which 50% will be given at the beginning of the second year.

19.15 Physical Education classes in grades six through eight shall not exceed 50 students per period.

19.16 Student to adult ratios (excluding 1:1 aides with their assigned student) shall be comparable to industry standards for Resource Specialist Programs and Special Day Class Settings. Present industry standards are as follows:

1. Resource Specialist Program: 14:1
2. Mild/Moderate Special Day Class: 7:1
3. Moderate/Severe Special Day Class: 4:1
4. Severe/Profound Special Day Class: 3:1

5. Specialized Program (i.e. Steps-to-Success, Autism SDC): 4:1

ARTICLE 20

Transfers and Reassignments

20.1 DEFINITIONS

- a. A vacancy is any vacated or newly created certificated position.
- b. A transfer is the movement of a Bargaining Unit Member from one work location to another work location at a different work site.
- c. An assignment is the placement of a unit member.
- d. A reassignment is the movement of a Bargaining Unit Member from one grade level to another grade level or assignment (i.e. 6th grade, Computer Lab) at the same work site.
- e. A voluntary transfer or reassignment is a transfer or reassignment which is requested and sought by a Bargaining Unit Member.
- f. An involuntary transfer or is a transfer or of a Bargaining Unit Member which is initiated by the Superintendent/ Chief Personnel Officer and not agreed to by the Bargaining Unit Member.
- g. A displacement occurs when it is necessary to reduce the number of classes at a school, grade level, or in the event of a school closure. This also includes combination classes.
- h. Seniority, for the purposes of this Article, is that amount of time which has elapsed since the first date of continuous paid contract service in a certificated position in the DISTRICT except as decreased by a non-paid leave as found under Article 14 of Leave Provisions of this agreement.
 - (1) Bargaining Unit Members with the same date of service shall have their seniority number determined in accordance with Article 23.
 - (2) A Bargaining Unit Member on approved paid leave of absence shall continue to earn seniority while on such leave.

20.2 ASSIGNMENTS

- a. Prior to the next school year assignments, the site administrator shall distribute to each Bargaining Unit Member by email and post when a vacancy occurs at the school site, prior to notifying the Superintendent to post vacancies District-wide.
- b. Tentative assignments shall be posted and Bargaining Unit Members shall be notified by email by the last Friday in April.
- c. The Superintendent/Chief Personnel Officer shall assign new Bargaining Unit Members after the assignment of all returning Bargaining Unit Members.
- d. Tentative assignments shall be posted not less than twenty-five (25) days prior to the end of the school year.
- e. The DISTRICT shall assign new Bargaining Unit Members after the assignment of returning Bargaining Unit Members.

20.3 VACANCIES

- a. The Superintendent/Designee shall deliver to the ASSOCIATION, to each Bargaining Unit Member through email and posting at all work sites, a list of all vacancies which occur during the school year and for the following year upon knowledge of the vacancies.
- b. The posting shall include the following information:
 - (1) The closing date which is at least seven (7) calendar days following the posting;
 - (2) The work site and tentative assignments; job description when not a classroom teacher.
 - (3) Any specific or unique qualifications necessary to meet the requirements of the posted position.
- c. No assignment to fill the vacancy shall be made prior to the closing date.

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- d. If postings for certificated positions occur during a break, the Bargaining Unit Members shall be notified by email at least 10 days prior to the closing date. In addition, Bargaining Unit Members may submit a written request to receive notification by phone.
- e. If a vacancy occurs during the school year after 20 student attendance days, the vacancy shall be posted in accordance with the above. A bargaining unit member may be chosen to fill such vacancy as a voluntary transfer/reassignment but shall not assume the assignment until the beginning of the next school year, unless the District approves the Bargaining Unit Member to assume the assignment at an alternate date within the current school year. The New Bargaining Unit Member hired to fill such vacancy for the remainder of the school year may apply for any existing vacancy within the DISTRICT.
- f. The DISTRICT shall determine the specific needs of the DISTRICT and the students (i.e. programs which shall be added, retained or deleted; special teacher training and/or qualifications, etc.) for the following school year as per the negotiated Agreement: Article 23 - Reduction in force. The DISTRICT shall deliver "the list" to the ASSOCIATION and all Bargaining Unit Members no later than November 22.

20.4 VOLUNTARY TRANSFERS/REASSIGNMENTS

- a. A Bargaining Unit Member may submit a request for a transfer subsequent to the posting of a vacancy notice and within the (7) seven day timeline of the posting. A Bargaining Unit Member may also submit a request for transfer at any time whether or not a vacancy exists. The request shall be valid and considered for only one (1) year following date of receipt by the District Office.
- b. A voluntary transfer request may be withdrawn by a Bargaining Unit Member at any time in writing prior to the notification that the transfer has been approved.
- c. The District in determining a transfer/reassignment selection, may include but is not

limited to, the following:

- (1) Credentials
- (2) Supplemental authorizations/certificates
- (3) Service years in the District
- (4) Grade level/content area experience
- (5) Interview ranking
- (6) Prior performance
- (7) Site specific needs

If, after the District's utilization of this criteria, there are two (2) or more Bargaining Unit Members equally qualified for the vacancy, the Unit member with the greatest seniority shall receive said transfer/reassignment.

d. If the bargaining unit member's request for a voluntary transfer is denied, the Bargaining Unit Member shall be notified in writing or by email and granted a meeting, if requested, within (10) ten days, with the site/program supervisor to discuss the reasons for denial. Upon receipt of the request, the site/program supervisor has ten (10) working days to respond.

e. Upon receiving written notification of denial of transfer, a unit member has twenty (20) working days to request in writing, a written explanation of the reason(s) a transfer request was not granted. Upon receipt of the request, the District has twenty (20) working days to respond.

f. Bargaining Unit Members returning from leave shall be afforded all rights provided under this section.

g. Bargaining Unit Members who are voluntarily transferred shall be granted at least two (2) days release time before the transfer/reassignment actually occurs if

transfer/reassignment is during the school year.

h. The DISTRICT shall provide assistance in moving instructional materials to any new location within the DISTRICT.

Annual Transfer Timeline

Last Friday in April	Tentative staffing assignments completed and communicated to all site Bargaining Unit Members; Displaced teachers identified and notified and site vacancies identified.
Second Friday in May	District level meeting of displaced teachers to assign vacancies based upon seniority.
Following Monday in May	Posting of vacancies for voluntary transfer.
Third Friday in May	Closure of vacancies for voluntary transfers.
Last day in May	All interviews complete and Bargaining Unit Members assigned for following school year.

20.5 INVOLUNTARY TRANSFER

a. Involuntary transfers initiated by the District for the following list of reasons will occur prior to the start of the new school year with notification to effected Bargaining Unit Members by June 1 of the current year.

- (1) Prior to June 1 of the current year no qualified/suitable internal or external applicant applied for the position.
- (2) The instructional program at a site requires a particular employee’s academic preparation and/or appropriate credential.
- (3) School/program needs related to State/Federal corrective actions or sanctions. Bargaining Unit Members involuntarily transferred for above state reasons shall, after a two-year assignment, be allowed to return to the school site he/she was

involuntarily transferred from.

Bargaining Unit Members involuntarily transferred for above stated reasons shall, after a three-year assignment, be allowed to return to the school site and grade level/subject areas/he/she was involuntarily transferred from.

Bargaining Unit Members involuntarily transferred for above stated reasons shall be exempt from future involuntary transfers for above stated reasons.

Bargaining Unit Members chosen to fill vacant positions as per 20.3(e) shall be exempt from this section of the Agreement for a two-year period of time.

The number of Bargaining unit members involuntarily transferred for above stated reasons shall not exceed 3% of the number of teachers as reflected by FTE's on the current year's CBEDS counts with fractions round up to .5 if higher or rounded down if lower than .5. The District will notify the Association of their need to implement this section of the Agreement by April 1 of the current year. Every effort will be made by the District to involve the Association in the decision of the Bargaining Unit Members to be involuntarily transferred.

Involuntary transfers shall not be for disciplinary reasons or for performance improvement due to an unsatisfactory evaluation.

b. If a vacancy exists that is not filled by a voluntary transfer/reassignment, then the Bargaining Unit Member with the least seniority in the school with excess teachers shall be involuntarily transferred/ reassigned.

c. **DISPLACEMENT:** When it is necessary to reduce the number of classes at a specific grade level, or due to the need/lack of a certified teacher under English Learners, if no one volunteers, then the teacher at that grade level or is certified for English Learner at that school with the least seniority in the DISTRICT shall be

displaced.

d. **TRANSFER:** When it is necessary to reduce the number of classes at a specific grade level/content area or due to the need/lack of a certified teacher under English Learner at one site and a vacancy exists or there is a need for a certified teacher under English Learner at another site, the DISTRICT shall apply the following criteria in order:

- (1) seek volunteers from that grade level/content area at the site with the excess;
- (2) seek volunteers at the site with the excess;
- (3) the teacher with the least DISTRICT seniority at that grade level/content area or has the English Learner certification at the site with the excess.

e. The Bargaining Unit Member shall receive written notice five (5) days prior to the involuntary transfer made by the DISTRICT.

f. The Superintendent or Chief Personnel Officer shall hold a conference prior to the involuntary transfer with the bargaining unit member that is being involuntarily transferred.

g. The Bargaining Unit Member being involuntarily transferred shall be given the opportunity to request consideration for other positions that are open.

h. Bargaining Unit Members who are involuntarily transferred shall be granted (2) two days release time to complete the transfer if transfer is during the school year.

i. The DISTRICT shall provide assistance in moving materials to any new location.

j. Bargaining Unit Members shall not be transferred solely due to being married to another Bargaining Unit Member at the same work site.

k. If a position requiring EL certification exists at a site, a volunteer will be solicited to fill the position. If there are no volunteers, the teacher with the least DISTRICT seniority with the EL certification assigned to a class that does not require the EL certification will

be transferred one to one with the teacher who does not have the proper certification.

20.6 TRANSFERS DUE TO SCHOOL CLOSURE

- a. The DISTRICT shall determine the specific needs of the DISTRICT and the students (i.e., programs which shall be retained or deleted; special teacher training and/or qualifications, etc.) for the following school year as per the Negotiated Agreement: Article 23.3 - Reduction in Force. The DISTRICT shall deliver “the list” to the ASSOCIATION and all Bargaining Unit Members no later than November 22.
- b. The DISTRICT shall determine the number of certificated positions and the types of programs needed for the following school year and shall notify the ASSOCIATION of these determinations no later than February 1.
- c. The DISTRICT shall issue any necessary lay-off notices pursuant to Education Code §44949-44955 - 44959 and the Negotiated Agreement - Article 23, no later than March 15.
- d. The DISTRICT shall post available positions for the following school year in accordance with the Negotiated Agreement - Article 20, no later than the first Friday in May.
- e. Vacancies shall be filled by the teachers assigned to the closed school(s) on the basis of DISTRICT seniority. A school closure constitutes a displacement of teachers, subsequently the displacement procedure shall be followed.

20.7 RIGHT OF RETURN

Upon completion of service in the Teacher on Special Assignment (TOSA), a Bargaining Unit Member shall be returned to the position/assignment that he/she held prior to becoming a Teacher on Special Assignment. If that position/ assignment no longer exists, he/she shall be provided a similar position or allowed to choose from any open position/assignment that he/she is credentialed to teach.

20.8 VOLUNTARY REASSIGNMENTS

a. A bargaining unit member may submit a request for reassignment at any time whether or not a vacancy exists. The request shall be valid and considered for only one (1) year following date of receipt by the Site administrator and the District Office. A Bargaining Unit Member may also submit a request for a reassignment subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.

b. A voluntary reassignment request may be withdrawn by a Bargaining Unit Member at any time in writing prior to the notification that the reassignment has been approved.

c. The Site Administrator in determining a reassignment selection, may include but is not limited to, the following:

- (1) Credentials
- (2) Supplemental authorizations/certificates
- (3) Service years in the District
- (4) Grade level/content area experience
- (5) Interview ranking
- (6) Prior performance
- (7) Site specific needs

If, after the Site Administrator's utilization of this criteria, there are two (2) or more Bargaining Unit Members equally qualified for the vacancy, the Unit member with the greatest seniority shall receive said reassignment.

d. If the Bargaining Unit Member's request for a voluntary reassignment is denied, the Bargaining Unit Member shall be notified in writing and by email and granted a meeting, if requested, with the Site Administrator to discuss the reasons for denial.

e. Upon receiving written notification of denial of reassignment, a unit member has ten

(10) working days to request in writing, a written explanation of the reason(s) a transfer request was not granted. Upon receipt of the request, the Site Administrator has ten (10) working days to respond.

f. Bargaining Unit Members returning from leave shall be afforded all rights provided under this section.

g. Bargaining Unit Members who are voluntarily reassigned shall be granted at least two (2) days release time before the reassignment actually occurs if reassignment is during the school year.

h. The DISTRICT shall move all the Bargaining Unit Member's classroom materials, in an orderly manner, to the new destination. Whenever a Bargaining Unit Member is relocated, the DISTRICT shall also provide custodial services to ensure the new destination is clean and well maintained.

20.9 DISPLACEMENT: When it is necessary to reduce the number of classes at a school, if no one volunteers, then the Bargaining Unit with the least seniority in the DISTRICT shall be displaced by applying the following process.

a. Principal at school with excess FTE's identifies displaced Bargaining Unit Members based upon district seniority at grade level where excess occurs.

b. If a combination class is involved it will be considered as a part of both grade levels and will be grouped with both grade levels that they are assigned. The least senior Bargaining Unit Member(s) of that group will be displaced.

c. When FTE's share the same hire date, the DISTRICT shall initiate the tiebreaker process to determine seniority order of all displaced teachers in the District. (Article 23.3)

d. Displaced teachers are notified of openings by first Friday in May.

e. In order of district seniority, displaced teachers select from vacant positions at a

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meeting held on the second Friday in May at 4:00 pm at the district office.

f. Any remaining vacancies will be posted for 5 days district wide for voluntary transfers following the completion of the displacement process.

g. Involuntary transfers may be implemented to ensure credentials are matched to positions.

ARTICLE 21

Safety

21.1 The DISTRICT recognizes that in providing the educational program for the children of the DISTRICT, it assumes the responsibility for the safety of Bargaining Unit Members while they are on or in the facilities provided in furtherance of the program.

ARTICLE 22

Maintenance of Contract

221 Within thirty (30) days of ratification of the Agreement by both parties herein, the DISTRICT shall have copies prepared and delivered to each Bargaining Unit Member. The cost shall be shared equally between the ASSOCIATION and the DISTRICT.

222 The DISTRICT shall provide a copy of the Agreement to each new Bargaining Unit Member at the time of hiring with the cost being shared equally between the ASSOCIATION and the DISTRICT.

223 For the life of this Agreement, the DISTRICT shall not change those policies within the scope of representation as defined in Section 3543.2 of the Rodda Act without first giving the ASSOCIATION written notice an opportunity to consult with respect to those policies

224 Nothing in this Agreement shall prevent the DISTRICT and the ASSOCIATION from renegotiating any part of this Agreement, during the duration of this Agreement, should such renegotiating be mutually agreeable to both parties.

225 Items within scope which are not contained within this Agreement may be negotiated upon mutual consent of the ASSOCIATION and the DISTRICT.

226 The ASSOCIATION shall have reasonable release time for the purpose of bargaining.

ARTICLE 23

Reduction in Force

23.1 LAY-OFF NOTICE

- a Any certificated employee who is to be terminated due to reduction in attendance or discontinuance of a particular kind of service shall be notified no later than March 15 by personal delivery by the Superintendent or his/her designee, after the duty day or by registered mail.
- b The notification shall state the reason(s) for the termination, the right of the employee to a hearing as provided in Education Code Section 44949, and reemployment rights as stated in Education Code Sections 44956 -44959.

23.2 ORDER OF TERMINATION

- a Employees shall be terminated in inverse of the order in which they were employed by the DISTRICT in a probationary position. No permanent employee shall be terminated until all probationary employees have been terminated unless the retained probationary employee is certificated and competent to render service in an area where no permanent employee who is terminated is so certificated and competent (Education Code 44955).
- b Notwithstanding the above, the DISTRICT may deviate from the order of seniority for either of the two reasons below:
 - (1) If the DISTRICT demonstrates a specific need for personnel to teach a specific course, or to provide counseling or nursing and the employee being retained has special training and experience necessary to teach the course or provide the services which other employees with more seniority do not possess;
 - (2) For purposes of maintaining or achieving compliance with constitutional requirements related to equal protection of the laws.

23.3 CRITERIA FOR SENIORITY ORDER FOR FIRST DATE OF PAID SERVICE

a. When two or more employees have the same first date of paid service and not all such employees are to be terminated, the BOARD, on recommendation of the Superintendent, shall determine the order of termination on the basis of the needs of the DISTRICT and its students, applying the specific criteria set forth in the section to follow. (Education Code 44955).

b. Under the provisions of the Education Code, the Superintendent in concert with the supervisors shall evaluate those certificated employees having the same first date of paid service based the following criteria, in a ranked order of numbers 1-13:

1. Highly Qualified Status under NCLB in area of assignment (employees presently in assignments not requiring HQ Status will be treated as HQ for purposes of tiebreak).
2. Credential status in area of assignment, in order of priority:
 - a. Clear, Life, Standard Secondary, etc.
 - b. Preliminary
 - c. Intern
 - d. STC, STSP, PIP, other provisional credentials/certificates/authorizations
3. Possession of a Clear or Preliminary Single Subject credential in the following areas, in order of priority:
 - a. Special Education
 - b. Math
 - c. Science
 - d. English

4. Possession of an authorization to teach English Language Learners in order of priority:
 - a. Bilingual Cross-Cultural Language and Academic Development (BCLAD)
 - b. Cross-Cultural Language and Academic Development (CLAD), SB 1969 or SB 395 certificates, Language Development Specialist Certificate, Supplemental Authorization for English as a Second Language, and Specially Designated Academic Instruction in English (SDAIE), all other acceptable EL authorizations
5. Possession of a supplemental or subject matter authorization to teach in the following areas, in order of priority:
 - a. Math
 - b. Science
 - c. English
6. Total number of Clear or Preliminary credentials in different subject areas.
7. Total number of supplementary or subject matter authorizations in different subject areas.
8. Number of years of credentialed teaching experience prior to employment with District, as indicated by initial salary schedule placement.
9. National Board Certification.
10. Possession of a Doctorate Degree, earliest date prevails.
11. Possession of a Master's Degree, earliest date prevails.
12. Total number of post-secondary credits on file with the District by February 1.
13. If ties cannot be broken by using the above criteria then order of seniority

shall be determined by a random drawing of lots among employees in the individual tie.

23.4 EMPLOYEE RIGHT TO HEARING ON DISMISSAL

Any employee terminated because of reduction of attendance or for reduction or elimination of a particular service has the right to a hearing to determine whether there is cause for not reemploying that employee for the ensuing year. The necessary steps are as follows:

- a. The terminated employee may request the hearing in writing and the request shall be delivered to the person who sent the notice of termination on or before a date specified therein, which shall not be less than seven days after which the notice was served on the employee. Failure to do so constitutes a waiver of the right of the employee to a hearing.
- b. The proceeding for the hearing shall be as specified in Government Code Section 11500 et seq., except as otherwise provided in Education Code Section 44949(c).
- c. After the hearing and after obtaining the recommendation of the hearing officer, the BOARD shall determine whether the employee shall be terminated as notified or shall be reemployed.
- d. Non substantive procedural errors by the DISTRICT which are not prejudicial are insufficient to support a dismissal of the charges (Education Code 44949).
- e. The decision of the BOARD is final.

23.5 EMPLOYEE RIGHTS FOR REEMPLOYMENT

- a. Any permanent employee whose services have been terminated as provided in Education Code Section 44955 shall have reemployment rights as specified in Education Code Sections 44956 and 44959, and a copy of these two sections shall be enclosed with the notice of termination.
- b. The aforesaid right to reappointment may be waived by the employee, without

prejudice, for not more than one school year, unless the BOARD extends this right, but such waiver shall not deprive the employee of his/her right to subsequent offers of reappointment.

c. Any probationary employee whose services have been terminated as provided in Education Code Section 44955 shall have reemployment rights as specified in Education Code Sections 44957 and 44958, and a copy of these two sections shall be included with the notice of termination.

23.6 SPECIAL EDUCATION CERTIFICATED PERSONNEL

a. Whenever a certificated employee who is performing service for the DISTRICT is terminated, reassigned, or transferred, or becomes an employee of another employer because of reorganization of special education programs under Chapter 797 of the statute of 1980, the employee shall be entitled to the following:

(1) Retention of seniority date of his/her employment with this DISTRICT, in accordance with Education Code Section 44847 (Education Code Section 44903.7(a)

(1).

(2) The reassignment or transfer shall not affect the classification of certificated employees already attained in this DISTRICT, and they shall have the same status with the new employer (Education Code 44903.7(a) (2).

(3) The employee shall have priority in being informed of and in filling positions in special education in the areas in which the employee is certificated, whether the position is in the DISTRICT or the county office (Education Code Section 44903.7(c).

b. If the certificated special education employee is terminated under provisions of Education Code Section 44955, the employee shall have the first priority in being informed

of and in filling certificated positions in special education for which he/she is qualified in any other county office or school DISTRICT which provides the same education program and services previously provided by this DISTRICT.

23.7 PERSONNEL RECORDS

A copy of the notice of termination shall be placed in the personnel file of each employee terminated under provisions of Education Code Section 44955, and a statement shall be placed in any letters of recommendation which may be solicited from the DISTRICT to the effect that the employee was terminated according to Education Code 44955, and that the employee was terminated without prejudice.

ARTICLE 24

Site Based Decision Making

241 Two thirds of the classified and certificated unit members at a school site, voting by secret ballot, shall decide whether to implement the Site-Based decision-making process.

242 Bargaining Unit Members, classified employees, administrators, parents and community members shall elect representatives to serve on the decision making body as follows: one (1) Administrator, seven (7) certificated, four (4) classified, seven (7) parents or community members.

- a. Each site shall have a total of 19 representatives to serve on the committee.
- b. Each representative shall have one vote.
- c. Committee representatives shall be elected by the constituent group. The committee shall elect a chairperson.
- d. All decisions must be approved by a majority of the members present at a regularly scheduled meeting.

243 DECISIONS MAY BE VETOED BY THE SITE PRINCIPAL.

244 A site must implement the following tasks as a recommendation to the School Site Council (SSC):

- a. The school plan, including SI site budget
- b. Curriculum areas for improvement
- c. Coordination of curriculum across grade levels
- d. Student discipline policies
- e. Staff development

A site may implement the following tasks:

- f. Initial assignment of pupils

g Student incentive programs

245 The committee may seek waivers from the appropriate body to accomplish its goals.

(Negotiated Agreement, Board Policy, Administrative Regulations.)

ARTICLE 25

Special Education

The DISTRICT recognizes its responsibility to conduct Special Education programs in compliance with applicable state and federal statutes and to adhere to the regulations and requirements of the Desert Mountain Special Education Local Plan Area as a member district. Independent of the regulations and requirements set forth by the Desert Mountain Special Education Local Plan Area and applicable state and federal statutes, the ASSOCIATION and the DISTRICT agree to the following:

- 25.1** a. When a Bargaining Unit Member is required to attend Student Study Team/IEP meetings held during the duty day, the DISTRICT shall provide for the release of the Bargaining Unit Member from his/her assigned duties in order to attend.
- b. When Bargaining Unit Members are required (by the District) to attend Student Study Team/IEP meetings held outside of the duty day, the Bargaining Unit Member shall be compensated at the hourly rate as stated on the salary schedule.
- 25.2** The DISTRICT shall provide each Special Education Bargaining Unit Members with textbooks, technology and consumables necessary to meet District curriculum standards.
- 25.3** The DISTRICT shall provide each Special Education Bargaining Unit Member a room with reasonable space, furniture and equipment.
- 25.4** Under the general supervision of the Director of Special Education or Designee, the Special Education Bargaining Unit Member shall assign duties to instructional aides which are consistent with the students' Individualized Educational Plan (IEP). A Special Education Bargaining Unit Member shall be involved in the training of his/her aide.
- 25.5** a. The Special Education Office shall be responsible for scheduling all initial, transfer-in annual, triennial and addendum IEP meetings that require participation of out-of-district service

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providers in addition to site personnel (such as, but not limited to SELPA, advocates, attorneys, counselors) in accordance with state mandated timelines for Special Education.

b. Case carriers shall be responsible for scheduling all annual, transfer-in, and addendum IEP meetings that only require participation of site personnel in accordance with state mandated timelines for Special Education. Case carriers shall be responsible for notifying the Special Education Office at least thirty (30) calendar days prior to the IEP meeting being calendared, scheduled, or held when possible by submitting the Weekly Special Ed Class Size Report (see Appendix F). This form will serve as notice to District Personnel that their attendance is required at upcoming IEPs.

c. The IEP team shall include individuals as indicated under the provisions of Education Code Section 56341.

When services by a Special Education Bargaining Unit Member are included as part of the student's individual education program, the receiving unit member shall be notified and provided a copy of the Individualized Education Plan (IEP) at least one (1) full duty day before the student(s) begins new placement.

Adelanto School District

Certificated Grievance Form

	Date Rec'd	Date Rtn'd		Date Rec'd	Date Rtn'd
Level 1	_____	_____	Level 3	_____	_____
Level 2	_____	_____	Level 4	_____	_____

Date of occurrence of cause of grievance _____

Date of Level 1 Informal discussion with supervisor _____

STATEMENT OF GRIEVANCE

This statement shall be a clear, concise statement of the grievance, the contract provisions allegedly violated, the circumstances involved, the decision rendered at the informal conference, and the specific remedy sought. (Use back if needed)

Signature of Grievant _____
Date of Signature

Level 2: DECISION OF SUPERVISOR

Signature of Supervisor _____
Date of Signature

Level 3: DECISION OF SUPERINTENDENT OR DESIGNEE

Signature of Superintendent or Designee _____
Date of Signature

Level 4: DECISION OF BOARD OF EDUCATION

Signature of Superintendent or Designee _____
Date of Signature

Level 4: ARBITRATION

ARBITRATOR AGREED UPON: _____

DATE OF HEARING: _____

APPENDIX B

2020 - 2021 Teacher Calendar (183 days) Version 1																								
STUDENT ATTENDANCE DAYS							Student days							180										
HOLIDAYS - No School							45 MINUTE EARLY OUT							All Tuesdays										
PTC - Parent/Teacher Conference							90 MINUTE EARLY OUT							6										
Inclement weather							BREAK - No School																	
JULY							2020							JANUARY (18 days)							2021			
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S				
																				1	2			
			1	2	3	4			3	4	5	6	7	8	9									1/5 School Resumes
5	6	7	8	9	10	11			10	11	12	13	14	15	16									
12	13	14	15	16	17	18			17	18	19	20	21	22	23									1/18 M.L.King Jr. Day
19	20	21	22	23	24	25			24	25	26	27	28	29	30									
26	27	28	29	30	31				31															
AUGUST (19 days)							FEBRUARY (18 days)																	
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S											
						1			1	2	3	4	5	6										
2	3	4	5	6	7	8	8/10 First Day of School	7	8	9	10	11	12	13	2/8 Lincoln Bday Observed									
9	10	11	12	13	14	15	8/5 - PD day	14	15	16	17	18	19	20	2/15 Presidents' Day									
16	17	18	19	20	21	22	8/6 - PD/Prep day	21	22	23	24	25	26	27										
23	24	25	26	27	28	29	8/7 - Teacher Prep day	28																
30	31																							
SEPTEMBER (21 days)							MARCH (20 days)							3rd qtr. ends: March 26 (56 days)										
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S											
		1	2	3	4	5			1	2	3	4	5	6										
6	7	8	9	10	11	12	9/7 Labor Day	7	8	9	10	11	12	13	PTC 11 & 12 PTC 18 & 19									
13	14	15	16	17	18	19		14	15	16	17	18	19	20	3/26 - 90 Min Early Out ALL									
20	21	22	23	24	25	26		21	22	23	24	25	26	27										
27	28	29	30				28	29	30	31														
OCTOBER (17 days)							APRIL (19 days)																	
S	M	T	W	Th	F	S	1st qtr. ends: October 9 (44 days)	S	M	T	W	Th	F	S	March 29 - April 2 Spring Break									
				1	2	3						1	2	3	*4/9 - 90 Min Early Out only students									
4	5	6	7	8	*9	10	*10/9 - 90 Min Early Out only students	4	5	6	7	8	*9	10	April 5 - PD day									
11	12	13	14	15	16	17	October Break 10/12 - 10/16	11	12	13	14	15	16	17										
18	19	20	21	22	23	24	PTC days 10/22 & 10/23	18	19	20	21	22	23	24										
25	26	27	28	29	30	31	PTC days 10/29 & 10/30	25	26	27	28	29	30											
NOVEMBER (14 days)							MAY (20 days)																	
S	M	T	W	Th	F	S	S	M	T	W	Th	F	S											
1	2	3	4	5	6	7								1										
8	9	10	11	12	13	14	11/11 Veterans Day	2	3	4	5	6	7	8										
15	16	17	18	19	20	21	11/20 - 90 Min Early Out ALL	9	10	11	12	13	14	15										
22	23	24	25	26	27	28	Nov. Break 11/23 - 11/27	16	17	18	19	20	21	22										
29	30						Nov 30 - PD day	23	24	25	26	27	28	29	5/31 Memorial Day									
								30	31															
DECEMBER (14 days)							JUNE (3 days)							4th qtr. ends: June 3 (42 days)										
S	M	T	W	Th	F	S	2nd qtr. ends: Dec. 18 (38 days)	S	M	T	W	Th	F	S										
		1	2	3	4	5				1	2	*3	4	5	*6/3 Last Day of School 90 Min Early Out only students									
6	7	8	9	10	11	12		6	7	8	9	10	11	12	6/4 Inclement Weather									
13	14	15	16	17	18	19	12/18 - 90 Min Early Out ALL	13	14	15	16	17	18	19										
20	21	22	23	24	25	26	12/21 - 1/4 Winter Break	20	21	22	23	24	25	26										
27	28	29	30	31				27	28	29	30													
Rev 12-3-19							*90 Min Early Out Students Only							90 Min Early Out ALL										
							10/9/2020							11/20/2020										
							4/9/2021							12/18/2020										
							6/3/2021							3/26/2021										

ADELANTO SCHOOL DISTRICT
UNIT MEMBER PERFORMANCE EVALUATION
PRE-CLASSROOM OBSERVATION DATA SHEET

UNIT MEMBER _____ DATE _____ SCHOOL _____

Please complete the following information and return to the evaluator one day before the scheduled date of the observation. Thank you.

1. What is the subject area(s)? (The teacher shall select the subject area for the first [and third] observation and the evaluator shall select the subject area for the second observation. Permanent teacher shall select subject area.)

2. List the objective(s) for the lesson. (Refer to District Standards.)

3. Where are you in the course? (Unit, lesson, page numbers in texts, introductory, middle or culminating activity?)

4. What teaching/learning activities will be observed and what instructional strategies will be used?

5. How will you know if the students have met the objective(s) toward standards?

6. Are there any group or individual characteristics or circumstances of which the evaluator should be aware? (Unusual behaviors, grouping interactions, students leaving class during the period, resource room, lab, rotation of students, etc.)

EVALUATOR'S SIGNATURE _____ DATE _____

UNIT MEMBER'S SIGNATURE _____ DATE _____

—Signature does not imply agreement. Refer to 15.5.e.11

ADELANTO SCHOOL DISTRICT

OBSERVATION REPORT

(May not be longer than 2 pages for each observation)

UNIT MEMBER _____

CLASSROOM OBSERVATION - COMMENTS:

ONGOING OBSERVATIONS - COMMENTS:

The ongoing observations were made from _____ to _____

EVALUATOR'S SIGNATURE _____ DATE _____

UNIT MEMBER'S SIGNATURE _____ DATE _____

—Signature does not imply agreement. Refer to 15.5.e.1

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APPENDIX C3

Adelanto School District
Observation Report
Certificated Personnel

Performance Rating: 1=Meets Standards
PT=Progressing Towards Standards
2=Does Not Meet Standards
*=Not Evaluated at this Time

UNIT MEMBER _____	SCHOOL _____	GRADE _____
DATE _____	DAY _____	TIME _____
(Check mark) —Focus Domain		
Prob 1 <input type="checkbox"/>	Prob 2 <input type="checkbox"/>	Tenure 2 <input type="checkbox"/> Tenure <input type="checkbox"/>
5		

STANDARD ONE:	
ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING	
1-1	Connecting students' prior knowledge, life experience, and interests with learning goals
1-2	Using a variety of instructional strategies and resources to respond to students' diverse needs
1-3	Facilitating learning experiences that promote autonomy, interaction, and choice
1-4	Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful
1-5	Promoting self-directed, reflective learning for all students
STANDARD THREE:	
UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING	
3-1	Demonstrating knowledge of subject matter content and student development
3-2	Organizing curriculum to support student understanding of subject matter
3-3	Interrelating ideas and information within and across subject matter areas
3-4	Developing student understanding through instructional strategies that are appropriate to the subject matter
3-5	Using materials, resources, and technologies to make subject matter accessible to students
STANDARD FIVE:	
ASSESSING STUDENT LEARNING	
5-1	Establishing and communicating learning goals for all students
5-2	Collecting and using multiple sources of information to assess student learning
5-3	Involving and guiding all students in assessing their own learning
5-4	Using the results of assessments to guide instruction
5-5	Communicating with students, families, and other audiences about student progress

STANDARD TWO:	
CREATING AND MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING	
2-1	Crating physical environment that engages all students
2-2	Establishing a climate that promotes fairness and respect
2-3	Promoting social development and group responsibility
2-4	Establishing and maintaining standards for student behavior
2-5	Planning and implementing classroom procedures and routines that support student learning
2-6	Using instructional time effectively

STANDARD FOUR:	
PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS	
4-1	Drawing on and valuing students' backgrounds, interests, and developmental learning needs
4-2	Establishing and articulating goals for student learning
4-3	Development and sequencing instructional activities and materials for student learning
4-4	Designing short-term and long-term plan to foster student learning
4-5	Modifying instructional plans to adjust for student needs

STANDARD SIX:	
DEVELOPING AS A PROFESSIONAL EDUCATOR	
6-1	Reflecting on teaching practice and planning professional development
6-2	Establishing professional goals and pursuing opportunities to grow professionally
6-3	Working with communities to improve professional practice
6-4	Working with families to improve professional practice
6-5	Working with colleagues to improve professional practice

Employee's Signature _____

Evaluator's Signature _____

Date: _____

1 copy - Teacher; 1 copy- Principal

TPE-2A

ADELANTO SCHOOL DISTRICT TEACHER
PERFORMANCE EVALUATION

FOCUS PLAN

UNIT MEMBER _____ DATE _____

Identified elements (refer to TPE-2A).

Evaluator's and Bargaining Unit Member's specific plan for improvement.

Techniques to measure improvement and timeline.

EVALUATOR'S SIGNATURE _____ DATE _____

UNIT MEMBER'S SIGNATURE _____ DATE _____

—Signature does not imply agreement. Refer to 15.5.e.1

TPE-2B

ADELANTO SCHOOL DISTRICT TEACHER

PERFORMANCE EVALUATION FOLLOW-

UP TO FOCUS PLAN

UNIT MEMBER _____ DATE _____

Your progress towards meeting standards in the identified element(s) is as follows:

Focus Plan (TPE 3) Dated _____

Next observation scheduled for _____

EVALUATOR'S SIGNATURE _____ DATE _____

UNIT MEMBER'S SIGNATURE _____ DATE _____

—Signature does not imply agreement. Refer to 15.5.e.

TPE-3

Revised: 3/18/05

ADELANTO SCHOOL DISTRICT TEACHER
PERFORMANCE EVALUATION INTERIM
SUMMATIVE EVALUATION REPORT

Unit Member _____

School _____ Grade _____ Date _____

1. Standards for Engaging and Supporting All Students in Learning

2. Standards for Creating and Maintaining Effective Environments for Student Learning

3. Standards for Understanding and Organizing Subject Matter for Student Learning

4. Standards for Planning Instruction and Designing Learning Experiences for All Students

5. Standards for Assessing Student Learning

6. Developing as a Professional Educator

Evaluator's summative evaluation statement:

EVALUATOR'S SIGNATURE _____ DATE _____

UNIT MEMBER'S SIGNATURE _____ DATE _____

—Signature does not imply agreement. Refer to 15.5.e.1

NOTE: Unit Member may append this evaluation at his/her discretion

TPE- 4

Revised 3/18/05

ADELANTO SCHOOL DISTRICT
TEACHER PERFORMANCE
EVALUATION FINAL
SUMMATIVE EVALUATION
REPORT

Unit Member _____ Performance
Rating School _____ Grade ____ 1.
Meets Standards
Date _____ 2. Does **Not** Meet Standards

1. Standards for Engaging and Supporting All Students in Learning Rating _____

2. Standards for Creating and Maintaining Effective Environments for Student Learning Rating _____

3. Standards for Understanding and Organizing Subject matter for Student Learning Rating _____

4. Standards for Planning Instruction and Designing Learning Experiences for All Students Rating _____

5. Standards for Assessing Student Learning Rating _____

6. Developing as a Professional Educator Rating _____

Evaluator's summative evaluation statement:

EVALUATOR'S SIGNATURE _____ DATE _____

—Signature does not imply agreement. Refer to 15.5.e.1

NOTE Unit Member may append this evaluation at his/her discretion.
1 copy Teacher; 1 copy Human Resources Department

Revised: 3/18/05

ADELANTO SCHOOL DISTRICT

APPENDIX C8

PUPIL SERVICES STAFF PERFORMANCE: EVALUATION OBSERVATION

Year Ending: _____

- COUNSELOR:
- PSYCHOLOGIST:
- SCHOOL NURSE:
- LSH SPECIALIST:

STAFF MEMBER NAME:

- 1 - Meets Standards
- 2 - Does not meet standards

A.PROGRAM MANAGEMENT

	<u>1</u>	<u>2</u>
1. Demonstrates awareness of problems that put children "at risk"	<input type="checkbox"/>	<input type="checkbox"/>
2. Establishes follow up and/or referral of identified students.	<input type="checkbox"/>	<input type="checkbox"/>
3. Maintains/supervises maintenance of appropriate student record	<input type="checkbox"/>	<input type="checkbox"/>
4. Identifies student needs as related to abilities	<input type="checkbox"/>	<input type="checkbox"/>
5. Conducts mandated student testing.	<input type="checkbox"/>	<input type="checkbox"/>
6. Develops and conducts intervention plans.	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

B.INTERDISCIPLINARY COLLABORATION

	<u>1</u>	<u>2</u>
1. Awareness of individual needs of students.	<input type="checkbox"/>	<input type="checkbox"/>
2. Informs appropriate school personnel of identified student needs	<input type="checkbox"/>	<input type="checkbox"/>
3. Determines priorities and goals in collaboration with students, family and school personnel.	<input type="checkbox"/>	<input type="checkbox"/>
4. Participates as an integral member of the multi-disciplinary team(s).	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

C. PROFESSIONAL DEVELOPMENT/STANDARDS

1 2

- 1. Participates in continuing education programs to increase knowledge, updates skills and maintains certification.
- 2. Demonstrates application of theory to practice by using current techniques and information.

COMMENTS:

D. POLICIES, STATUTES AND REGULATIONS

1 2

- 1. Understands and complies with school site and district policies and procedures.
- 2. Follows procedures mandated by state and federal statutes and regulations.

COMMENTS:

E. OTHER:

OVERALL COMMENTS:

THIS EVALUATION INCLUDES STANDARDS SET BY THE STULL ACT AND SB 813 REQUIREMENTS. I CERTIFY THAT THIS EVALUATION HAS BEEN DISCUSSED WITH ME. I UNDERSTAND MY SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT.

SIGNATURE OF BARGAINING UNIT MEMBER

DATE

SIGNATURE OF EVALUATOR


DATE

BARGAINING UNIT MEMBER MAY ATTACH ADDITIONAL COMMENTS IF DESIRED.

ADOPTED 9/24/90

TPE-6

APPENDIX D

 Adelanto Elementary School District Certificated Salary Schedule 2019 - 2020 Reflects 183 Day Work Calendar					
	BA	BA+15 Semester Units	BA+30 Semester Units	BA+45 Semester Units, or MA + CLEAR CREDENTIAL	BA +60 Semester Units or MA+15 + CLEAR CREDENTIAL
	I	II	III	IV	V
1	\$53,509	\$55,199	\$56,944	\$58,743	\$60,599
2	\$55,199	\$56,940	\$58,743	\$60,599	\$62,513
3	\$56,944	\$58,743	\$60,599	\$62,513	\$64,489
4	\$58,743	\$60,599	\$62,513	\$64,489	\$66,527
5		\$62,513	\$64,489	\$66,527	\$68,629
6		\$64,489	\$66,527	\$68,629	\$70,799
7		\$66,527	\$68,629	\$70,799	\$73,035
8		\$68,629	\$70,799	\$73,035	\$75,344
9		\$70,799	\$73,035	\$75,344	\$77,725
10		\$73,035	\$75,344	\$77,725	\$80,181
11		\$75,344	\$77,725	\$80,181	\$82,715
12			\$80,181	\$82,715	\$85,328
13			\$82,715	\$85,328	\$88,025
14			\$85,328	\$88,025	\$90,806
15			\$88,025	\$90,806	\$93,674
16			\$90,806	\$93,674	\$96,634
17			\$93,674	\$96,634	\$99,688
18			\$96,634	\$99,688	\$102,839
19				\$102,839	\$106,088
20				\$106,088	\$109,441
21					\$109,441
22					\$109,441
23					\$109,441
24					\$109,441
25					\$109,441
26					\$109,441
27					\$109,441
28					\$112,784
Longevity Increment					
At year 20 - \$2,000 added to Base Salary Schedule					
A longevity increment at year 20 shall be paid to certificated unit members who have been employed by the District for 19 years					
Credit for prior service: Unit members new to the District shall be allowed up to 12 (twelve) years credit for previous credentialed contract experience on a year for year basis with maximum placement on Step 13. (75% of the year or more constitutes full time experience.) Verification of both experience and course work must be submitted. Credit for prior service shall not be used to calculate longevity increments.					
Hourly rate calculated from Column II, STEP 1. (\$43.09)					

Board Approved: January 14, 2020

ADTA Agreement 2018 - 2020

APPENDIX E-1

MEMORANDUM OF UNDERSTANDING
BETWEEN ADELANTO DISTRICT TEACHERS ASSOCIATION
AND ADELANTO ELEMENTARY SCHOOL DISTRICT

REGARDING A TEMPORARY ADDITION OF ARTICLE 17-DUTY DAY (NEW 17.15)

Compensation Pay for Teaching an Extra Section during Prep Period ("Pay for Prep")

EFFECTIVE JULY 1, 2019-JUNE 30, 2020

WHEREAS, the Adelanto Elementary School District ("District") and the Adelanto District Teachers Association ("ADTA") are parties to a collective bargaining agreement for the period covered by the Memorandum of Understanding, and ADTA is the exclusive representative of the District's bargaining unit; and

WHEREAS, both parties understand the importance of smaller class sizes for every discipline area to ensure more success for both students and teachers.

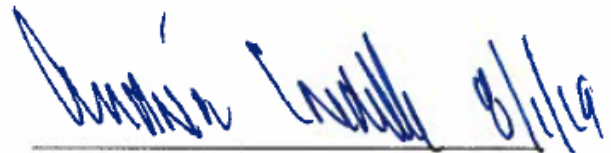
THEREFORE, the parties agree as follows:

- 1) The sites will develop a plan when the instructional program and/or master schedule indicates a need to have a unit member teach during their prep period ("Pay for Prep"). The site plan will be reviewed each term of the year to determine if Pay for Prep is needed.
- 2) The administrator will ask for volunteers from the list of teachers who have the required credential to teach during their prep period.
- 3) In the event that more teachers volunteer to teach the additional sections available, the principal will interview and select the best qualified candidate(s) to teach the extra section(s).
- 4) Unit members that teach during their prep period will be compensated at 1/7 of the unit member's daily rate for each additional period taught.



Lori Rhodes
President
Adelanto District Teachers Association

Date



Andrea Credille
Chief Personnel Officer
Adelanto Elementary School District

Date

ADTA Agreement 2018 - 2020

APPENDIX E-2

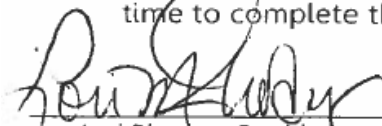
MEMORANDUM OF UNDERSTANDING
Between
Adelanto Elementary School District
And
Adelanto District Teachers Association

This Memorandum of Understanding applies for the month of August in the year 2019 of the school year 2019-20 only.

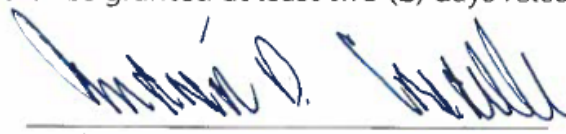
The purpose of this Memorandum of Understanding is to agree to one-time displacement language, implemented for the term of August 2019, to outline the process used for displacement caused by fluctuation of school enrollment at the start of the 2019-2020 school year.

When it is necessary to reduce the number of classes at a school, if no one volunteers, then the Bargaining Unit with the least seniority in the DISTRICT shall be displaced by applying the following process.

- a. Principal at school with excess FTE's identifies displaced Bargaining Unit Members based upon district seniority at grade level where excess occurs.
- b. If a combination class is involved it will be considered as a part of both grade levels and will be grouped with both grade levels that they are assigned. The least senior Bargaining Unit Member(s) of that group will be displaced.
- c. If a specific grade level needs to be dissolved, in order to make a combination class, the least senior Bargaining Unit Member(s), of the affected grade level will be displaced. The Bargaining Unit Member will have the option of selecting the created combination class, if no one volunteers, then they will become a part of the District's displaced teachers and select from the vacancies that are available. The selections will be made in order of District Seniority.
- d. When FTE's share the same hire date, the District shall initiate the tiebreaker process to determine seniority order of all displaced teachers in the District. (Article 23.3)
- e. Displaced teachers are notified of openings by the 8th day of the start of the school year, August 21, 2019.
- f. In order of District Seniority, displaced teachers will be called by Human Resources to select from vacant positions.
- g. The DISTRICT shall move all the bargaining unit member's classroom materials, in an orderly manner, to the new destination. Whenever a bargaining unit member is relocated, the DISTRICT shall also provide custodial services to ensure the new destination is clean and well maintained.
- h. Displaced bargaining unit members shall be granted at least two (2) days release time to complete the transfer.


Lori Rhodes, President
Adelanto District Teachers Association

8/20/19
Date


Andrea D. Credille, Chief Personnel Officer
Adelanto Elementary School District

8/20/19
Date



Adelanto District Teachers' Association

*Laura Pennington-Juarez, President
Angela Ordinola, Vice President
Lauren Bingenheimer, Rec. Secretary*

*Carisa Koch, Cor. Secretary
Gisella Peña, Treasurer
Belen Carreon, Member
Nanette Cadilli, Member*

MEMORANDUM OF UNDERSTANDING

Between

Adelanto District Teachers' Association

And

Adelanto Elementary School District

Addressing Postponement of Request to Modify or Amend the Agreement: Known

as "To Sunshine"


This Memorandum of Understanding will commence on January 31, 2020 and will sunset June 30, 2020.

WHEREAS, the Adelanto Elementary School District ("District") and the Adelanto District Teachers' Association ("ADTA") are parties to a collective bargaining agreement for the period covered by the Memorandum of Understanding, and ADTA is the exclusive representative of the District's bargaining unit; and

WHEREAS both parties understand the importance preparation plays when requesting to modify or amend the agreement.

THEREFORE, the parties agree as follows:

- 1. To postpone the recently ratified "sunshine" date to March 15, 2020.*

 1/31/2020

Laura Pennington-Juarez Date
President
Adelanto District Teachers' Association

 1/31/2020

Andrea Credille Date
Chief Personnel Officer
Adelanto Elementary School District

ADTA Agreement 2018 - 2020

APPENDIX F

Weekly Special Education Class Size Report

Weak Ending Friday:

Total # of Students:

Up Date Every Friday

School:
 Program Teacher:
 Paralel:
 SPED Clerk:
 Psychologist:

Red Dates: Past Due
 Green Dates: 45 Day Warning
 **Dates: SPED scheduled meeting
 Black Dates: Up to date

	Student Name	DOB	Gr	Plt Dis. Code	1:1	CAA	Residence School	Placement: O-Overflow Pl Per IEP Intra or Inter Plg not at R9	Next Annual Review Date	Next Triennial Review Date	IEP Date Scheduled	Other Services	Clerk Notes
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
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27													
28													

By signing I am taking responsibility for the dates scheduled except for the dates marked with " * " :

Teacher Signature:

Principal Signature:

Date: _____ Time: _____ Teacher: _____

Thank you for:



Date: _____ Time: _____ Teacher: _____

Thank you for:



Date: _____ Time: _____ Teacher: _____

Thank you for:



Date: _____ Time: _____ Teacher: _____

Thank you for:

