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**AGREEMENT BETWEEN THE  
HOLTVILLE UNIFIED SCHOOL DISTRICT AND  
THE  
HOLTVILLE TEACHERS ASSOCIATION**

**Expiring June 30, 2018**

**TABLE OF CONTENTS**

ARTICLE 1 AGREEMENT.....	1
ARTICLE 2 RECOGNITION.....	2
ARTICLE 3 DEFINITIONS .....	3
ARTICLE 4 NEGOTIATION PROCEDURES .....	4
ARTICLE 5 PERSONNEL FILES .....	5
ARTICLE 6 ASSOCIATION RIGHTS .....	6
ARTICLE 7 MAINTENANCE OF BENEFITS .....	7
ARTICLE 8 PERSONAL AND ACADEMIC FREEDOM.....	8
ARTICLE 9 GRIEVANCE AND PROCEDURE.....	9
Definitions. ....	9
Purpose .....	9
Procedure .....	9
Rights of Teachers to Representation.....	10
Miscellaneous .....	10
ARTICLE 10 DISTRICT LIAISON COMMITTEE.....	12
ARTICLE 11 PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS .....	13
ARTICLE 12 TEACHING HOURS. ....	15
ARTICLE 13 EXTRA-DUTY AND EXTRACURRICULAR NON-TEACHING DUTIES .....	18
Assignment of Extra-Duty .....	18
ARTICLE 14 LEAVES.....	19
Sick Leave.....	19
Differential Sick Leave .....	19
Maternity Leave .....	20
Industrial Accident and Illness Leave .....	20
Personal Necessity Leave .....	21
Bereavement Leave .....	21
In-Service Leave .....	22
Court Leave.....	22
Sabbatical Leave .....	22
Association Leave .....	23
Family Care Leave (Government Code section 12845.2 and the Family Medical Leave Act of 1993) .....	24
Donation of Sick Leave for Catastrophic Illness.....	26
ARTICLE 15 CLASS SIZE .....	29
ARTICLE 16 TRANSFERS AND REASSIGNMENTS .....	30
Definitions. ....	30
Voluntary Transfers.....	30

Involuntary Transfers .....	30
Reassignments .....	31
ARTICLE 17 EVALUATION PROCEDURES .....	32
Evaluation .....	32
Miscellaneous .....	33
Classroom Aides .....	34
Master Teachers .....	34
ARTICLE 18 TEACHER SAFETY .....	35
ARTICLE 19 IN-SERVICE EDUCATION.....	36
ARTICLE 20 EMPLOYEE BENEFITS .....	37
Tax Sheltered Annuities .....	38
Medical Examinations and Tests.....	38
Duration of Benefits .....	38
ARTICLE 21 SALARIES .....	39
Salary Schedule .....	39
Extra Duty Pay Schedule.....	39
ARTICLE 22 SCHOOL CALENDAR .....	41
ARTICLE 23 TEACHER TRAVEL .....	42
ARTICLE 24 MISCELLANEOUS PROVISIONS .....	43
ARTICLE 25 SAVINGS .....	44
ARTICLE 26 REDUCTION IN TEACHING STAFF.....	45
ARTICLE 27 PEER ASSISTANCE AND REVIEW PROGRAM. ....	46
PAR Panel. ....	46
Consulting Teachers.....	47
Participating Teachers .....	47
Experienced Teacher - Mandatory Participant.....	48
Beginning Teacher - Voluntary Participant.....	49
Experienced Teacher - Voluntary Participant .....	49
Order of Priority .....	49
General Provisions .....	49
ARTICLE 28 MANAGEMENT RIGHTS .....	51
ARTICLE 29 PROHIBITED ACTIVITIES .....	52
ARTICLE 30 SUMMER SCHOOL.....	53
ARTICLE 31 JOB SHARING .....	54
Definition.....	54
Application .....	54
Pairing.....	54
Selection .....	54

Responsibilities .....	54
Compensation .....	54
Benefits .....	54
Return to Full Time .....	54
Evaluations .....	54
ARTICLE 32 SPECIALIZED HEALTH CARE. ....	56
ARTICLE 33 STAFF DEVELOPMENT DAYS .....	57
ARTICLE 34 TERM OF AGREEMENT .....	58
APPENDIX A - TEACHER SALARY SCHEDULES.....	59
APPENDIX B - EXTRA DUTY SCHEDULE.....	60
APPENDIX C - CERTIFICATED EVALUATION FORM.....	61
(Attached) BLUE SHIELD PPO MEDICAL PLAN .....	63

**ARTICLE 1**  
**AGREEMENT**

- 1.1. The District and the Association agree that the articles contained in this collective Bargaining agreement between the District and the Association ("Agreement") constitute a bilateral and binding agreement between the parties pursuant to the Educational Employment Relations Act ("EERA") (Government Code section 3540 *et seq.*)
- 1.2. This Agreement shall be continued in full force and effect from final ratification by the District Governing Board until June 30, 2018. Unless mutually agreed otherwise in writing, this Agreement shall expire on June 30, 2018. The parties agree that during the term of this Agreement, except for the limited reopeners identified in this Article, neither party may reopen new or proposed additional articles for negotiations unless mutually agreed by the parties in writing or expressly set forth in this Agreement.
- 1.3. During the 2016-17 school year, this Article shall reopen automatically, and either party may reopen Article 20 (Employee Benefits), Article 21 (Salaries), and three existing or new articles of each party's choice by submitting a written proposal to reopen negotiations on or before December 15th of 2016. If neither party submits a written proposal on or before December 15th of 2016, this Agreement shall remain in full force and effect on the same terms and conditions without change for the 2016-17 school year only.
- 1.4. During the 2017-18 school year, this Article shall reopen automatically, and either party may reopen Article 20 (Employee Benefits), Article 21 (Salaries), and three existing or new articles of each party's choice by submitting a written proposal to reopen negotiations on or before December 15th of 2017. If neither party submits a written proposal on or before December 15, 2017, this Agreement shall remain in full force and effect on the same terms and conditions without change for the 2017-18 school year only.
- 1.5. Unless previously extended by a written mutual agreement between the parties, the Agreement shall expire on June 30, 2018.

## ARTICLE 2

### RECOGNITION

- 2.1. The District recognizes the Association as the exclusive collective negotiations representative, pursuant to California Government Code section 3450 through 3549, for the purpose of collective negotiations concerning the terms and conditions of employment of a unit consisting of all certificated employees but excluding specifically all management, confidential, and supervisory employees as defined by California Government Code section 3540.1.

## ARTICLE 3

### DEFINITIONS

- 3.1. "Teacher" refers to any certificated employee who is included in the appropriate unit as defined in Article 2 and therefore covered by the terms and provisions of this Agreement.
- 3.2. "School days" means days during which students are required to be in attendance.
- 3.3. "Contract days" are days during which teachers are required to be present.
- 3.4. "Negotiable items" means teachers' salaries, hours of employment, health and welfare benefits, leave and transfer policies, safety conditions of employment, class size, employee evaluation procedures, organizational security, grievance procedures, and other subjects which have been ruled to be mandatory subjects of negotiations under the Educational Employment Relations Act.
- 3.5. "Negotiate in good faith" means a serious and honest effort on the part of each party to reach agreement, including the obligation on the part of each party to provide the other with information, records, data worksheets and budgetary materials which are agreed to be relevant to the negotiations of negotiable items, and also the duty to meet and negotiate as provided by Government Code section 3543.7.
- 3.6. "Paid leave of absence" means that a teacher shall be entitled, (1) to receive wages as agreed upon and all fringe benefits, including, but not limited to, insurance and retirement benefits, (2) to return to teaching in the District following the leave, (3) to return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave whenever possible, and (4) to receive credit for annual salary increments provided during his/her leave.
- 3.7. "Unpaid leave of absence with benefits" means that a teacher shall be entitled to the same benefits accorded to teachers on paid leave except wages.
- 3.8. "School day" means the amount of time each day of classes during which students are required to be in school, unless otherwise provided for in this Agreement.
- 3.9. "Immediate family" means mother, father, grandmother, grandfather, grandchild, son, daughter, son-in-law, daughter-in-law, brothers and sisters, their spouses and children, a relative living in the household, spouse and registered domestic partner.
- 3.10. "Daily rate of pay" means the teacher's annual salary divided by the number of contract days.
- 3.11. "Hourly rate of pay" means the daily rate of pay divided by seven and one-half (7 1/2).
- 3.12. "Unpaid leave of absence without benefits" means that a teacher shall be entitled to no benefits except as stated below:
- a. to return to teaching in the District following the leave, and
  - b. to return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave whenever possible.

**ARTICLE 4**  
**NEGOTIATION PROCEDURE**

- 4.1. The District and the Association may discharge their respective duties through authorized officers, individuals, representatives, committees, and/or utilize the services of outside consultants to assist in the negotiations of re-opener provisions and a successor agreement as set forth in paragraph 4.2. The District and the Association agree to promptly provide to each other written notice if different individuals are selected to provide representation services under this section.
- 4.2.1 By June 1 of the year the contract terminates, the Association will submit its initial proposals for a successor agreement to the District. The District will adopt its initial proposals for a successor agreement with the Association following the “sunshining” of the Association proposals. Negotiations between the parties hereto shall commence following the completion of public notice requirements pursuant to Government Code section 3547.
- 4.2. Negotiations shall take place at mutually agreeable times and places including but not limited to the regular school day.
- 4.4 The Association shall designate five (5) representatives who shall each receive a reasonable number of hours of release time without loss of compensation to attend negotiations and impasse proceedings.
- 4.5 The District shall make available to the Association two (2) copies of all pertinent county and state required reports as soon as they are transmitted to the county or state and copies of all budgetary and other information it produces as soon as it becomes available that are necessary for the Association to fulfill its role as the exclusive bargaining representative.
- 4.6 On or about October 15, the District shall furnish the Association with the placement of all unit members on their respective salary schedule as of October 1. Additionally, the District shall provide the Association with a listing of unit members who receive extra duty assignment compensation and the amounts thereof.



## ARTICLE 5

### PERSONNEL FILES

- 5.1. The District shall not base any adverse action against a teacher upon materials which are not contained in such teacher's personnel file. Moreover, the District shall not base any adverse action against a teacher upon materials which are contained in such teacher's personnel file unless the materials had been placed in the file within thirty (30) days of the report of the incident to the District and the teacher has been notified at such time that such materials were being placed in the file. A copy of said materials shall be given to the teacher immediately.
- 5.2. A teacher's personnel file shall not include ratings, reports or records which (1) were obtained prior to the employment of the teacher, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination.
- 5.3. A teacher shall be provided any negative or derogatory material before it is placed in his/her personnel file. Any written response by the teacher shall be attached to the material.
- 5.4. Upon written authorization by the teacher, a representative of the Association shall be permitted to examine and/or obtain copies of materials in such teacher's personnel file.
- 5.5. The person or persons who draft and/or place material in a teacher's personnel file shall sign the material and signify the date on which such material was drafted and placed in the file.
- 5.6. Access to personnel files shall be limited to the members of the District Administration on a "need to know" basis. Board of Education members may request the review of a teacher's file at a personnel session of the Board of Education. The contents of all personnel files shall be kept in the strictest confidences.
- 5.7. Personnel files shall be exclusively maintained at the District's offices.
- 5.8. No adverse action may be taken against a teacher based upon evidence received by the District unless such evidence has been reported to the teacher within a reasonable period of time following its receipt by the District.

## ARTICLE 6

### ASSOCIATION RIGHTS

- 6.1. The Association shall have the right to use school buildings and facilities at such times they are not in conflict with the instructional program, provided such action does not conflict with school site or District-scheduled conferences and meetings, or responsibilities related to the education, health, and welfare of the children. Site administrators and Association Building Representatives shall be informed of regularly scheduled meetings. The Association shall also have the right to make use of school district equipment so long as such equipment is not otherwise in use, excluding materials.
- 6.2. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association has limited use of the district mail service and unlimited use of teacher mailboxes for communications to teachers, with the provision that copies of said materials be provided to the head site administrator.
- 6.3. Authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times.
- 6.4. The Board shall place on the agenda of each regular Board meeting as the first item for consideration under "new business" matters brought to its consideration by the Association provided that such matters are communicated to the Superintendent's office in sufficient time to meet production and statutory time lines for agenda preparation and posting. The Association President shall be given a copy of deadlines for submitting items to be placed on the regularly scheduled Board agendas as soon as the Board has established such deadlines for the current school year.
- 6.5. Names, addresses and telephone numbers of all District teachers shall be provided without cost to the Association no later than October 1 of each school year, unless a teacher submits a written request that his/her name, address or telephone number not be included.
- 6.6. Screening committees for new certificated employees shall include one representative appointed by the Association at no compensation by the District. The screening committee will not be delayed by lack of participation by the Association.
- 6.7. A unit member shall have the right to have an Association representative present at any conference between District management personnel and the unit member which involves potential disciplinary action, negative evaluation or any other subject matter which may have a negative impact upon the unit member's employment status with the District.

**ARTICLE 7**  
**MAINTENANCE OF BENEFITS**

- 7.1 The Board shall not reduce or eliminate any benefits or professional advantage within the scope of bargaining of the Rodda Act which were enjoyed by teachers as of the effective date of this Agreement unless otherwise provided by the express terms of this Agreement or as may be modified during the term of the Agreement pursuant to the Rodda Act.

## ARTICLE 8

### PERSONAL AND ACADEMIC FREEDOM

- 8.1. The District shall not discriminate against any employee on the basis of age, race, creed, color, national origin, sex, membership or participation in, or association with the activities of any employee organization and not to inquire into or predicate any adverse action upon a teacher's personal, political, and organizational activities or preferences.
- 8.2. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin, or political affiliation. The Association shall share equally with the District the responsibility for applying this provision of the Agreement.
- 8.3. The Association and the District both recognize and agree that the welfare of students is served through the introduction and open exchange of ideas, materials and positions by the classroom teacher which might be deemed to be unpopular or controversial. In furtherance of this recognition, the district and the Association do hereby encourage the open exchange of such ideas, materials and positions to the extent that such is not prohibited by federal or state law.



## ARTICLE 9

### GRIEVANCE PROCEDURE

#### 9.1. Definitions:

9.1.1. A "Grievance" is a claim by one or more teachers or the Association that there has been a violation, misrepresentation, or misapplication of a provision of this Agreement.

9.1.2. An "Aggrieved Person" is the person or persons, making the claim, including the Association.

#### 9.2. 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 contractual working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

9.3. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. The Association shall be given an opportunity to present its views prior to the adjustment of the grievance. Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in harm to an aggrieved person, the time limits set forth herein may, by mutual agreement, be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

#### 9.4. Procedure:

9.4.1. Level One: An aggrieved person shall submit the grievance in writing to the appropriate principal or immediate superior within twenty (20) school days of the act or omission giving rise to the grievance, or within twenty (20) school days of when the aggrieved person could reasonably have known of the event.

9.4.2. Level Two: If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing simultaneously with the President of the Association and the Superintendent within five (5) school days. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent or his designee will meet with the aggrieved person and representative of the Association in an effort to resolve it. The Superintendent or designee shall prepare a written decision which shall be delivered to the aggrieved person and/or representative no later than ten (10) school days after the meeting.

- 9.4.3. Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no written decision has been rendered within ten (10) school days after he/ she has first met with the Superintendent or his/her designee, the aggrieved person may within ten (10) days thereafter, request in writing that the Association submit his/her grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days, after receipt of the request from the aggrieved person may submit the grievance to arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator only after he/she has had an opportunity to hear the merits of the grievance.
- 9.4.4. The arbitration will be conducted pursuant to the rules of the American Arbitration Association and the arbitrator will be chosen from a list of arbitrators to be provided by California State Conciliation and Mediation Service.
- 9.5. The arbitrator's decision will be in writing. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. However, it is agreed that the arbitrator is empowered to recommend any award, such financial reimbursement or other remedies as he/she judges to be proper. The decision of the arbitrator will be binding upon the parties to this Agreement. All costs for the services of this arbitrator including, but not limited to, per diem expenses, travel and subsistence expense, and the hearing room will be shared equally between the Association and the District. In the event that one party to this Agreement loses two consecutive arbitrations during the life of this Agreement, the losing party shall pay the entire costs of the third and any subsequent lost arbitration conducted during the life of this Agreement. All other costs will be borne by the party incurring them.
- 9.6. Rights of Teachers to Representation:
- No reprisals of any kind will be taken by any member or representative of the administration or the Board against any aggrieved person, or any member of the Association or any other participant in the grievance procedure by reason of such participation.
- 9.7. A teacher may be represented at all stages of the grievance procedure by him/herself, his/her legal counsel, and/or, at his/her option, by a representative selected by the Association.
- 9.8. Miscellaneous:
- 9.8.1. If a grievance arises from alleged action or inaction on the part of the Superintendent, the aggrieved person shall submit such grievance in writing to the Superintendent and the Association directly and the processing of such grievance will be commenced at Level Two.
- 9.8.2. Decisions rendered at Level One and all subsequent levels of the grievance procedure will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties and to the President of the Association. Time limits for appeal provided in each level shall begin the first school day following receipt of written decision by the parties.

- 9.8.3. When it is necessary for a representative designated by the Association to investigate a grievance or attend a grievance meeting or hearing, he/she shall make every effort to do so outside the work day.
- 9.8.4. All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and not be kept in the personnel file of any of the participants. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents will be prepared jointly by the Superintendent and the Association and given appropriate distribution by the Association so as to facilitate operation of the grievance procedures. The costs of preparing such forms shall be borne by the District.

## ARTICLE 10

### DISTRICT LIAISON COMMITTEE

- 10.1. No later than October 1 of each school year, the Association shall request the teachers of each school to designate voting members of the District Liaison Committee as follows: Two (2) members from the high school; two (2) members from Finley; two (2) members from the Middle school; and one (1) member from Pine School. The Superintendent and school principals shall also be voting members of the Committee. The President of the District Board of Trustees and the President of the Association shall also be members of the Committee.
- 10.2. The Committee's function is to seek and recommend ways of improving the quality of education within the District. To this end, it may undertake studies, perform research, and make reports and recommendations to the District Board of Trustees. It may make use of the resources of the District to fulfill its function as may be consistent with the District efficiency. Prior to voting on any issue, if consensus is impossible, decisions shall be made by majority vote and subject to supervision by the District Board of Trustees.
- 10.3. The Committee shall adopt its own operating rules and determine its program.
- 10.4. Consistent with ethical conduct, the Committee's function, and optimum District operating efficiency, the personnel of the District shall cooperate with the authorized work of individual Committee members.



**ARTICLE 11**  
**PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS**

- 11.1. Any employee who is a member of the HTA/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of annual unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit members each month for ten (10) months. Deductions for newly hired unit members who sign such authorization after the commencement of the school year shall be equal to the amount deducted monthly for all other employees' deductions. Any other unit members who sign such authorization after commencement of the school year shall be pro-rated to complete payments by the end of the school year.
- 11.2. Any employee who is not a member of the HTA/CTA/NEA or who does not make application within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall become a member of the Association or pay to the Association a service fee in an amount equal to the annual unified membership dues, initiation fees and general assessments, payable to the Association, in one lump sum cash payment, or the employee may authorize payroll deduction for such service fee in the same manner as provided in the above paragraph of this Article. In the event an employee shall not pay such service fee directly to the Association, or authorize payment through payroll deduction as provided in the paragraph above, the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in the above paragraph of this Article on the condition that: (1) The Association shall inform the District of the employee's failure to comply; (2) The Association shall request the District to begin the automatic payroll deduction; and (3) The Association shall provide the District with a written statement that the employee is not a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations.
- 11.3. Any employee who is a member of a religious body whose traditional tenets or teaching include objections to joining or financially supporting employee organizations shall not be required to join or financially support HTA/CTA/NEA. However, such employee shall pay, in lieu of an annual service fee, sums equal to such annual service fee to a non-religious, non-labor organization, charitable funds exempt from taxation under Section (501(c[3])) of Title 26 of the Internal Revenue Code.
- 11.4. Proof of payment and written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations shall be made on an annual basis to the Association as a condition of continued exemption from the provisions of the first and second paragraphs above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom the payment in lieu of the annual services fee has been made. Payment may be made under any of the options set forth above, including dues deductions payable to the charitable entity.

- 11.5. Any employee making payments as set forth in the third paragraph of this Article and who requests that the grievance or arbitration provision of this Agreement be used on his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedure, to the extent permitted by law.
- 11.6. The District agrees to remit to the Association all sums deducted by the District pursuant to the first and second paragraph of this Article.
- 11.7. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article. On or before September 1, the Association shall specify the amount of the service fee to be deducted. So long as the amount does not exceed annual unified membership dues and general assessments, any dispute as to the unlawfulness of the amount shall be between individual employees and the Association.
- 11.8. The Association shall indemnify, defend, and hold the District, its officers and/or employees harmless from any claims made of any nature and against any lawsuit arising from this section; provided, however, that the Association shall have the right to designate legal counsel to defend against any such claims or lawsuit, and shall have the right to determine whether any such action shall or shall not be compromised, resisted, defended, tried, or appealed.
- 11.9. This Article is subject to any and all laws and regulations which affect an employee's right to challenge the amount of any service fee collected hereunder, right to information regarding the amount from the Association, and the procedural requirements applicable to such challenge and to the deposit and refund of such fees.

**ARTICLE 12**  
**TEACHING HOURS**

- 12.1 Beginning in the 2015-16 school year, the number of mandatory duty days for full-time unit members shall not exceed one hundred and eighty-five days. Any teacher who is required to work and day beyond the 185 days shall be compensated at his/her per diem rate. The District and the Association acknowledge that a full-time unit member's work week is in excess of forty (40) hours but, except as otherwise provided in this Article, the "work day" during which unit members are required to be at work is from 7:45 a.m. to 3:15 p.m., Monday through Friday. The work day shall include:
- a. Assigned preparation periods;
  - b. A thirty (30) minute duty free lunch period;
  - c. Assigned instructional time; and
  - d. Additional duties assigned during the workday.
- 12.2 Teaching hours for minimum days shall occur between 7:45 a.m. and 12:00 p.m.
- 12.3 When not engaged in actual classroom teaching during the "workday", unit members will devote such time to supervision of students, preparation for future instruction, evaluation of students' work, conferences with parents and students, tutorial guidance, collaboration, other assistance to students, and to any reasonable assignments by the Principal or Superintendent related to their duties, including yard duty assigned pursuant to Article 12.3.1.
- 12.3.1 Yard duty during the "workday." No unit member shall be assigned yard duty during or adjacent to their 30-minute duty-free lunch period. Yard duty for the purpose of student supervision may be assigned during the workday at the discretion of each Principal or the Superintendent not to exceed five (5) periods of not more than 20 minutes per period per calendar month. Yard duty will not be assigned during the preparation periods described in Article 12.5.
- 12.4 In addition to the unit members' regular workday, unit members are expected to perform other activities inherent in their professional responsibilities to the school system, students, and community including supervision of students at school sponsored or approved activities such as field trips, athletic events, student body activities, and other reasonable assignments by the Principal or Superintendent.
- 12.5
- a. Middle and senior high school unit members shall have one (1) unassigned period per day to be used for class or classroom preparation, tutorial or guidance assistance to students, record maintenance acquisition of instructional materials related to the member's instructional assignments, collaboration, or assignments by the Superintendent or Principal related to their duties. Unit members assigned to teach elementary school students shall have thirty (30) minutes per day for the foregoing purposes.

- b. The Superintendent may request that present bargaining unit members teach a class during what would otherwise be a preparation period. If the Unit member voluntarily accepts the assignment, the assignment shall be for the remainder of the semester or school year as determined by the Superintendent. Should the assignment be determined by the Superintendent to not be needed for the second semester, the teacher will be notified as soon as practical, not later than three weeks prior to the end of the first semester. The unit member shall be paid the equivalent of one seventh (1/7<sup>th</sup>) of the unit member's daily rate of pay, prorated for the number days the additional period is taught.
- c. If a unit member should at any time be unable to commence or to complete the period of the voluntary additional assignment due to illness or injury or continuous unavailability due to absence on leave, or assignment of the duties to another unit member employed for that purpose, the District shall compensate the unit member for that period of time, if any, that the unit member actually served in the assignment.
- d. The Superintendent may terminate the voluntary additional assignment under this Section at any time for just cause or convenience after a reasonable opportunity for the teacher to meet with the Superintendent regarding the proposed termination of the assignment. In the event of such termination, the unit member shall be paid in an amount prorated for the period of time served in the assignment.
- e. The compensation provided for in this Section 12.7 shall apply only to full-time unit members who continuously teach for a semester or school year during their assigned preparation periods. It shall not apply to substitution on preparation period.

- 12.6 Unit members who volunteer to substitute during their preparation period shall be paid the hourly rate for such duties set forth in Article 21 of this Agreement.
- 12.7 To eliminate disruption of classes, elementary school sites shall be given first priority in the placement of substitutes.
- 12.8 Middle and senior high school unit members shall be assigned to teach not more than a total of three (3) different subjects or grade levels without the unit member's voluntary written consent. Supervising a student study period and/or monitoring student work during a class period which does not require regular preparation by the teacher shall not be considered a different subject or different grade level assignment for the purposes of this provision.
- 12.9 Unit members shall be entitled to one uninterrupted duty-free lunch period, equal to the student lunch period, as determined by the District, but in no case less than 30 minutes.
- 12.10 With respect to faculty meetings referred to in section 12.1 of this Article, the Board representative who calls such meetings shall provide unit members with a proposed agenda for the meeting to least one working day prior to such meeting. Unit members shall be allowed to place items on the agenda either individually or through the Liaison Committee and Teachers' Association.

12.11 Teachers of music, art, laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers, special education teachers, counselors, and all other special title teachers in this bargaining unit shall be provided the same relief and preparation time and duty-free lunch period as other unit members.

12.12 For the purpose of this contract, the preparation period is defined as a period equal to a regular class period and is free of assigned student contact. Said preparation period is for a unit member at his/her discretion to accomplish, but not limited to, the following:

- a) Tutorial assistance to students;
- b) Guidance assistant to students;
- c) Individual unit member record maintenance;
- d) Lesson preparation;
- e) Acquisition of materials related to the instructional assignment;
- f) Parent conferences.

**ARTICLE 13**  
**EXTRA DUTIES AND ADDITIONAL DUTIES**

**13.1 Extra-Duty Assignments for Additional Compensation.**

Unit members may perform extra-duties outside of the regular work day for which they are compensated with an annual stipend for the duties to be performed which are both set forth on the Extra Duty Salary Schedule at APPENDIX B.

**13.2 Assignment of Extra-Duty**

a. Vacancies for extra-duty assignments shall be posted for a period of five (5) calendar days during which bargaining unit members may complete an application to fill such positions. The District shall establish the qualifications and experience necessary to fill such positions. Based upon the unit member's qualifications and experience, and the recommendation of the certificated site or program supervisor or principal, the Board representative shall select unit members for such positions. If interviews are deemed necessary for any extra-duty position, the HTA president will be provided the opportunity to participate or assign a unit member to be part of the interview panel. If the HTA president or designee declines the opportunity to participate, the process to fill the position will not be delayed and the HTA will not have any further input on the decision-making process. If no unit members who are qualified apply for an Extra-Duty assignment, the District may fill the assignment with individuals outside of the bargaining unit. Positions will only be considered vacant after one of the following occurs: a) the individual holding the extra-duty position resigns, or b) the District releases the individual holding the extra-duty assignment. This shall apply regardless of whether a unit member or individual outside the unit occupies the extra-duty assignment.

b. Release from Extra-Duty Assignment. A unit member may be released from an extra-duty assignment by the District if the unit member so assigned is unable to perform the duties of the assignment due to absence or injury for a period in excess of two work weeks during which the unit member is required to perform duties pursuant to the assignment, or resignation of the unit member.

c. Termination of Extra-Duty Assignment. The District may terminate an extra-duty assignment for demonstrable performance deficiencies which may include, but are not limited to, failure to perform or to adequately perform the assigned duties, demonstrable performance deficiencies, such as a complaint or complaints which is/are determined to have merit, insubordination, or demonstrated poor sportsmanship where the assignment involves sports. Where practicable, an oral and/or written reprimand will precede the official date of termination. In any case, the unit member will be entitled to a statement of the reasons upon request for the termination.

d. Stipend Payment. The stipend provided for an extra-duty assignment will be payable in two installments in December and June of a school year. Such stipend shall be pro-rated for the length of the assignment in any case in which the unit member does not serve in the assignment for its entire duration.

## ARTICLE 14

### LEAVES

The benefits provided teachers by Sections 44930 through 44985 and 44800 and 44801 of the Education Code are incorporated into this Agreement except as supplemented in this Article.

14.1. Sick Leave: Every teacher shall be entitled to ten (10) days of paid sick leave each year of employment.

14.1.1 Unused sick leave shall accrue from school year to school year.

14.1.2 At the beginning of each school year every teacher shall receive a sick leave allotment credit, equal to his sick leave entitlement for the school year. A unit member may use his credited sick leave at any time during the school year.

14.1.3 The Board may require a physician's verification of illness if a unit member has been on sick leave for more than five (5) consecutive school days.

14.1.4. Differential Sick Leave

14.1.4.1 Any unit member who has exhausted all available sick leave and continues to be absent from his or her duties on account of illness or injury shall, with the written verification of a physician stating the beginning date and the anticipated ending date of the leave, be provided with five months of partial pay differential sick leave. During this period, the unit member will receive the difference between the unit member's daily rate of pay minus the amount actually paid to a substitute pursuant to the substitute salary schedule or the amount that would have been paid to a substitute had such substitute been employed.

14.1.4.2 The unit member shall not be provided more than five months of differential sick leave per illness or injury.

14.1.4.3 If the use of differential sick leave occurs at a time when the five months will overlap into the next school year, the unit member shall be entitled to only that amount of differential sick leave remaining at the end of the school year in which the illness or injury commenced.

14.1.4.4 When a unit member has exhausted all available sick leave, including accumulated sick leave and differential sick leave and continued to be absent on account of illness or accident for a period beyond the five month period, and the unit member is not medically able to resume their duties, the unit member, shall if not placed in another position, be placed on a reemployment list for a period of 24 months if the unit member is in probationary status, or for a period of 39 months if the unit member is in permanent status. When the unit member is medically able, during the 24 or 39 month period, the unit member shall be returned to employment in a position for which he or she is credentialed and qualified. The 24 or 39 month period shall commence at the expiration of the five month period of differential sick leave.

14.1.5 The Board shall provide each teacher with a written statement of (1) his accrued sick leave total and (2) his sick leave entitlement for the school year. Such statement shall be provided no later than October 1 of each school year.

Page 19

14.1.6 If a unit member uses no sick leave in one school year, the unit member shall be credited with one additional sick leave day.

14.2. Maternity Leave:

14.2.1 The Board shall provide for leave of absence from duty for any certificated employee of the District who is required to be absent from duties because of pregnancy, miscarriage, childbirth, and recovery there from. The length of the leave of absence, including that date on which the leave shall commence and the date on which the employee shall resume duties shall be determined by the employee and the employee's physician. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery there from are, for all job related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment policies and practices of the District and shall be applied to disability due to pregnancy, miscarriage, childbirth and recovery there from on the same terms and conditions applied to other temporary disabilities.

14.2.2. The District shall not refuse to do any of the following because of a teacher's pregnancy:

- a. Rehire or employ;
- b. Select her for a training program leading to employment reassignment or promotion;
- c. Bar or discharge her from employment;
- d. Bar her from training programs leading to employment, reassignment or promotion; or
- e. Discriminate against her in compensation or in terms, conditions or privileges of

14.2.3 Any unit member shall have the right to utilize sick leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery there from.

14.3. Industrial Accident and Illness Leave:

14.3.1 The term "industrial accident leave" as hereinafter used, is construed to mean the automatic leave of absence granted to a certificated employee of the District whenever such absence is the result of an accident incurred on the job resulting in a worker's compensation claim. Such leave shall be granted in accordance with provisions of Education Code Section 44984.

14.3.2 Allowable leave shall be for not more than sixty (60) days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident or illness.

14.3.3 Allowable leave shall not be accumulated from year to year.

14.3.4 Industrial accident or illness leave shall commence on the first day of absence.

14.3.5 When a unit member is absent from his/her duties as a result of an industrial accident or injury, the unit member shall be paid such portion of the salary due the unit member for any month in which the absence occurs such as when added to the member's temporary disability indemnity under Division 4 or Division 4.5 of the Labor Code will result in a payment to the unit member of not more than the unit member's full salary.



- 14.3.6 Industrial accident or illness leave shall be reduced by one day for each day of authorized absence, regardless of a temporary disability indemnity award.
- 14.3.7 When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him/her for the same illness or injury.
- 14.3.8 Upon termination of the industrial accident or illness leave, the employee shall be entitled to the benefits provided in Sections 44977, 44978, and 44983 of the Education Code and for the purposes of each of these sections, his/her absence shall be deemed to have commenced on the date of termination of the industrial accident or illness leave, provided that if the employee continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary disability indemnity, will result in a payment to him/her of not more than his/her full salary.
- 14.3.9 During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of his/her industrial accident or illness. The District, in turn, shall issue the employee appropriate warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.
- 14.3.10 Any employee receiving benefits as a result of this Section, shall during periods of injury or illness, remain within the State of California unless the Governing Board authorized travel outside of the state.
- 14.3.11 Unit members who believe that their illness or injury is covered by worker's compensation, under the provisions of the industrial accident leave policy, should notify their immediate supervisor, in writing, stating the facts pertinent to the situation. The supervisor shall then forward the request to the office of the Superintendent for Board action.

14.4. Personal Necessity Leave:

Every unit member shall be entitled to use seven (7) days of his paid sick leave allotment during each school year in case of personal necessity.

- 14.4.1. "Personal Necessity" means any business of a personal nature which cannot be conducted before or after the school day without causing inconvenience to the unit member.
- 14.4.2. A unit member shall be required to give the District designee as least 24 hours advance notice to use personal necessity leave. However, in cases of emergency, notification shall be given as soon as possible.
- 14.4.3. A unit member, upon approval of the Principal, may take paid release time for urgent personal business during the workday, not to exceed three (3) hours, when the unit member has secured a voluntary substitute(s) from within the certificated staff and District shall not be required to pay any additional compensation to the substitute(s). No time shall be deducted from the unit member's accumulated leave.

14.5. Bereavement Leave:

Every teacher shall be entitled to five (5) days of paid leave of absence or seven (7) days if travel of more than 200 miles is involved, on account of the death of any member of his immediate family. This leave shall not be deducted from sick leave.

The District shall require the use of Bereavement Leave before Personal Necessity Leave days are used for purposes allowed in this paragraph.

14.6. In-Service Leave:

A teacher may use up to three (3) days of paid sick leave each school year for the purpose of improving his performance. Such leave may be used to visit classes in other schools or to attend Association workshops related to his performance, with the approval of his principal.

14.7. Court Leave

14.7.1 If a unit member receives a subpoena for appearance in court, or if he/she is required to serve on a jury, he/she may receive full pay during such absence provided:

- (1) the actual subpoena or notice of jury duty is sent to the Superintendent or designee;
- (2) the warrant he/she received in payment for the court appearance or jury duty is presented to the Superintendent or designee. It is not legally possible for an employee to receive payment from two tax sources for the same period of time.

14.7.2. If it is necessary for a unit member to appear in court on his/her own behalf, such time away from the job will be considered as absence due to personal necessity and leave will be granted up to the limits permitted in Article 14, section 14.4 above

14.8. Sabbatical Leave:

14.8.1. The Governing Board may grant any permanent certificated employee of the District a leave of absence for a period of time not to exceed one (1) year for the purpose of study and/or study- related travel by the employee of the District.

14.8.2. At the mutual agreement of the District and the employee, the District may grant a leave for one (1) semester.

14.8.3. No leave of absence (sabbatical) under this section, whether for one year or one semester, will be granted to any employee who has not rendered eight (8) years of service to the District.

14.8.4. Compensation while on leave for a year shall be at the rate of 50% of the contract for that year (i.e., year of sabbatical). If leave is for a semester, the teacher will take the leave with 50% of his/her regular semester pay. Compensation shall be given to the employee taking the one-year leave in the same manner as if the employee were serving in the District.

14.8.5. The employee's health insurance will remain in effect whether the leave is for one year or one semester. The cost of health insurance premiums will be paid in compliance with the applicable terms of this Agreement.

14.8.6. The employee taking a one-year leave must furnish a suitable bond indemnifying the Governing Board of the District against loss in the event of the employee's failure to render at least two years of service in the

employ of the district following his/her return from leave. The bond shall be exonerated, if failure of the employee to return and render two years' service is caused by death, physical or mental disability of the employee. The bond shall be for the amount of pay to be received during the leave period. Cost of the bond shall be incurred by the employee.

14.8.7. At the expiration of the sabbatical leave of absence, the employee will be reinstated to a position within the District.

14.8.8. The employee shall be placed on the salary schedule for the year after his/her return as if he/she were a regular employee for the year of the leave.

14.8.9. Sick leave shall not be accumulated while on the leave of absence.

14.8.10. By December 1, after his/her return, the employee shall be required to furnish the superintendent-principal a written report and transcript, if the leave was for study.

14.8.11. Only two percent (2%) of the faculty of the District shall be eligible for leave in any one school year (1.51% or higher shall mean two persons).

14.8.12. A written request shall be submitted to the Superintendent, who will forward the request to the Screening Committee. The request shall include the course and place of study and/or study travel, reasons for seeking the leave, and the expected outcome.

14.8.13. The District shall have its own Screening Committee composed of two (2) classroom teachers and three (3) individuals appointed by the Governing Board. The teachers shall be chosen by the employee organization recognized by the Governing Board. The committee's responsibility shall be to review the application/requests, interview the applicants, if necessary, and recommend their selection to the Governing Board.

14.8.14. Applications must be in the District office by February 1 and the chosen applicants shall be notified by April 1, in order that all personnel concerned will have adequate time to plan for the next school year.

14.8.15. Applications/requests must be re-filed each year, as stated in the above section, in order to be considered for sabbatical leave. This requirement, and the requirement of the above section, applies to leaves for one year or for one semester.

14.9. Association Leave:

14.9.1. The Association President may have up to two (2) days of release time to perform HTA business without loss of pay or sick leave, provided the Association reimburses the District for all the costs of the substitute teacher.

14.9.2. The Association President, in order to receive such release time must submit the request for release time to the Superintendent at least five (5) working days prior to the requested time off.

14.9.3. Release time will be for the full day and no fractions thereof. The Superintendent will not unreasonably deny any stated request for release time.

14.10. Family Care Leave (Government Code section 12945.2 and the Family Medical Leave Act of 1993):

14.10.1. This article shall be effective upon ratification of this agreement. It is the intent of this policy to be consistent with Government Code section 12945.2 and the Family Medical Leave Act of 1993, and it shall be interpreted so that there will be no violation of these or any applicable federal or state regulations implementing those laws.

14.10.2. A full-time certificated employee with more than twelve months of continuous service with the District or part-time certificated employees who have completed at least 720 hours of service in the twelve months preceding the leave shall be granted upon reasonable request an unpaid family care leave up to a total of twelve (12) weeks in any twelve (12) month period pursuant to the requirements of this Article. A request to take family care leave is reasonable if it complies with the applicable notice requirements, and if it is accompanied where required, by a certification.

14.10.3. For purposes of this Article the term "family care leave" means either:

- a. Leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption of the child by the employee, or the serious health condition of a child of the employee; or Leave for reasons of the birth of or placement of a child with the employee in connection with adoption shall expire at the end of the twelve (12) month period beginning on the date of the birth or placement.
- b. Leave to care for a parent or spouse of the employee who has a serious health condition; or
- c. Leave for an employee who has a serious health condition which makes the employee unable to perform the function of his/her position.

14.10.4. An unpaid family care leave shall be treated as any other unpaid leave. During an unpaid family care leave an employee shall retain employee status with the District, and such leave shall not constitute a break in service, and an employee returning from leave shall return with no less seniority than the employee had when the leave commenced for purposes of layoff, recall, promotion, and any seniority-related benefits. An employee returning from an unpaid family care leave shall be assigned to the same or equivalent position as held by the employee when the leave commenced taking into account the needs of the district.

14.10.5. If the employee's need for an unpaid family care leave is foreseeable, the employee shall provide the District with reasonable advance notice of the need for such leave. If the employee's need for such leave is foreseeable due to a planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption to the operations of the District.

14.10.6. The District requires that an employee's request for an unpaid family care leave for the employee or for the purpose of caring for a child, spouse or parent who has a serious health condition must be supported by a written certification issued by the health care provider of the employee or individual family member requiring care. This written certification must include, if known, the date on which the serious health condition commenced; the appropriate medical facts within the knowledge of the health care provided regarding the condition; the probable duration of the condition, and estimate of the amount of time the health care provider believes will be needed to care for the

Page 24

employee or individual requiring care, and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care, or in the case of the employee, that the employee is unable to perform the function of the position of the employee.

If additional leave is required by the employee upon the expiration of the time estimated by the health care provider, the employee must request such additional leave, again supported by a written re-certification consistent with the requirements for an initial certification.

- 14.10.7. For purposes of this Article and consistent with current law, the term "child" means a biological, adopted, or foster child, a step-child, a legal ward or a child of an employee standing *en loco parentis* who is either under eighteen years of age or an adult dependent child. An adult dependent child is an individual who is eighteen years of age or older and who is incapable of self-care because of a mental or physical disability.
- 14.10.8. For the purposes of this Article and consistent with current law, the term 'parent' means biological, foster, or adoptive parent, a step-parent or a legal guardian but does not include parent-in-law or grandparent.
- 14.10.9. For purposes of this Article and consistent with current law, the term "serious health condition" or "serious illness" means an illness, injury, impairment, or physical or mental condition which warrants the participation of a family member to provide care during a period of the treatment or supervision, and involves either of the following:
- a. Inpatient care in a hospital, hospice, or residential health care facility.
  - b. Continuing treatment or continuing supervision by a health care provider.
- 14.10.10. For the purposes of this Article and consistent with current law, the term "health care provider" means an individual holding either a physician's or surgeon's certificate issued pursuant to applicable law, or an osteopathic physician's or surgeon's certificate issued pursuant to applicable law.
- 14.10.11. The employee may elect or the District may require the employee to substitute accrued sick leave for any leave taken under Section 14.10.3 above.
- 14.10.12. An employee taking unpaid family care leave pursuant to this policy shall continue to be entitled to participate in health plans and other benefits to the same extent and under the same conditions as any other employee. In the event the employee does not return to his/ her position at the end of this leave, the employee shall then reimburse the District for the premiums paid by the District during the leave period.
- 14.10.13. Any employee returning from an unpaid family care leave shall be assigned to the same position or equivalent position. For purposes of this Article and consistent with current law, the term "same position" means a position that has the same duties and pay, which can be performed at the same or similar geographic location as the position held prior to the leave. For the purposes of this Article, "equivalent position" means a position with the District at no loss of pay or benefits which the employee is credentialed to teach.

14.10.14. An employee shall provide the District with as much advance notice as possible of the date the family care leave will commence and of the estimated duration of the leave. The District shall not, however, deny a family care leave, the need for which is an emergency or otherwise unforeseeable, on the basis that the employee did not provide advance notice of the need for the leave. The District may defer or deny a requested leave until the employee complies with this provision.

- a. If the event necessitating the leave becomes known to the employee more than 30 calendar days prior to the employee's need for the leave, the employee shall provide notice as soon as the employee learns of the need for the leave and, at a minimum, 30 days written advance notice to the District.
- b. If the event necessitating the leave becomes known to the employee less than 30 days prior to the need for the leave, the employee shall provide to the District as much advance notice as possible, and, at a minimum, written notice no more than five working days from learning of the need for the leave.
- c. If the employee's need for family care leave is foreseeable due to a planned medical treatment or planned supervision of a child, parent, or spouse with a serious health condition, the District may require the employee to provide reasonable advance notice of the need for the leave and to consult with the District regarding the scheduling of the treatment or supervision so as to minimize disruption to the operations of the District. Any such scheduling, however, shall be subject to the approval of the health care provider of the employee, child, parent, or spouse.

14.10.15. Leave under sections c. (2) or c. (3) above may be taken intermittently or on a reduced leave schedule pursuant to this section and shall not result in a reduction in the total amount of leave beyond the amount of leave actually taken. For the purposes of this provision a reduced leave schedule means a leave schedule that reduces the usual number of hours per work week or hours per work day of an employee.

- a. If an employee requests intermittent leave, or reduced schedule leave, the district may require the employee to transfer temporarily to an available alternative position. The alternative position must be one which has equivalent pay and benefits, and better accommodates the recurring periods of leave than the employee's regular position. As an alternative the district may require the employee to take leave for periods of particular duration not to exceed the duration of the planned treatment.

14.10.16. This Article shall not be construed to entitle the employee to receive disability benefits under part 1 (commencing with Section 3200) of Division 4 of the Labor Code.

#### 14.11 Donation of Sick Leave for Catastrophic Illness

The District shall establish a catastrophic illness sick leave bank to which eligible unit members may donate earned and unused sick leave. This donation shall be irrevocable and shall be accomplished by the unit member completing a written form entitled "Catastrophic Illness Sick Leave Bank Donation Form." The form shall clearly state that the sick leave days being donated are irrevocably given to the catastrophic illness leave bank, and cannot be rescinded for any reason whatsoever. A donation to the catastrophic illness leave bank shall be a general donation and shall not be donated to a specific employee for his or her exclusive use. "Catastrophic illness" is defined to mean an illness or injury that is expected to incapacitate

an employee for an extended period of time, which incapacity requires the employee to take time off from work for an extended period of time, and taking an extended period of time off work creates a financial hardship for the employee because he or she has exhausted all of his or her leave and other paid leave.

#### 14.11.1 Governing Committee

The Governing Committee shall be composed of three members:

- a. Two teachers (tenured)
- b. One Administrator.

#### 14.11.2 The duties of the Governing Committee shall include the following:

- a. To approve requests for withdrawal from the sick leave bank;
- b. To make any additionally necessary governing decisions relative to the operation of the sick leave bank

#### 14.11.3 Governing decisions will be made by consensus, where possible. Where Consensus cannot be reached, the governing decisions will be made on the basis of a majority vote; two votes will constitute a majority.

#### 14.11.4 Qualifications to Make Donations

A unit member must meet the following qualification in order to make an irrevocable donation to the catastrophic illness leave bank.

- a. The unit member must be a permanent certificated employee of the District.
- b. The unit member must have an accumulated sick leave balance of at least ten (10) days at the conclusion of the school year immediately preceding.

#### 14.11.5 Amount of Donation

An eligible unit member must donate a minimum of one (1) day of sick leave to the bank. A unit member may not donate more than twenty-five percent (25%) of their accumulated sick leave in any one school year.

#### 14.11.6 Maximum Number of Days in Sick Leave Bank

The maximum number of days which may be accumulated in the sick leave bank is 200 days. Any days remaining in the sick leave bank at the end of the school year will be credited to the sick leave bank for the next School year.

#### 14.11.7 Qualifications of Recipient

- a. Any permanent unit member suffering from a catastrophic illness is eligible to apply for use of sick leave days in the catastrophic illness leave bank.
- b. To be eligible for use of sick leave bank days the unit member must have exhausted accrued paid leave.
- c. A unit member must use all paid leave credits that he or she continued to accrue on a yearly basis before receiving sick leave days which have been donated to the catastrophic illness leave bank.
- d. The maximum number of days to be utilized by one unit member for a single catastrophic illness shall not exceed 50 days or 50% of the total available leave ban, whichever is less.
- e. Any unit member requesting use of sick leave days in the catastrophic illness bank must provide the Governing Committee with written verification of the catastrophic illness. Such verifications must be prepared in writing by a licensed physician of the State of California. The Governing

Page 27

Committee may require the unit member who is incapacitated to undergo an examination by a physician selected from a list supplied by the District, at the District's expense, to verify the injury or illness, the degree of disability, and the anticipated length of disability.

14.11.8 Exclusions

Workers' compensation claims and related illness leaves shall be excluded from the benefits of this Article.

14.11.9 Procedure

Annual solicitation by the Association for contributions for the catastrophic illness leave bank shall be solicited by the Association during the months of September, October, and November of each school year. The Governing Committee shall develop all forms which are to be used by the Association for the purposes of solicitation. All donation forms must be received by the Payroll Office of the District no later than the last working day in December of each school year. In the event of a situation that requires immediate additional donations, this timeline may be waived by the Governing Committee.

14.11.9.1 All requests for use of accumulated sick leave hours in the catastrophic illness bank shall be presented in writing to the District, which shall forward that request to the Governing Committee.

14.11.9.2 The Association shall hold the Governing Committee harmless and indemnify the Governing Committee from any and all claims, attorneys' fees, judgments, costs or settlements arising from the administration of this section.

14.11.9.3 The Governing Committee's decision to deny a unit member's request for donated catastrophic illness leave is final and not subject to the grievance procedure.



## ARTICLE 15

### CLASS SIZE

- 15.1. The District shall make every effort to keep class size at minimum. Consideration will be given to facilities, equipment, and teaching station.
- 15.2. At the beginning of each school year, efforts will be made by the Superintendent to distribute students as evenly as practical within grade level and subject area, with consideration given for the learning ability of the students.
- 15.3. All special education classes will be based on the legal maximums.
- 15.4. The District agrees to staff for an average of thirty (30) students per teacher per class except as listed below:
  - a. Study Hall
  - b. Band/Music
  - c. Physical Education
  - d. Continuation Education
  - e. Typing
  - f. Special Education
- 15.5. All laboratory and shop classes shall not be larger than can safely be accommodated in the laboratory or work space available. In no case shall the number exceed thirty (30).
- 15.6. No teacher has the right to refuse admission of a pupil when no other class in the same subject is available at the same time.
- 15.7. The Liaison Committee will discuss and make recommendations of students with exceptional needs pertaining to class size.

**ARTICLE 16**  
**TRANSFERS AND REASSIGNMENTS**

16.1. Definitions:

- 16.1.1. "Transfer" is the assignment of a unit member to a different work site. The definition of transfer does not include changes in work sites for those unit members who provide itinerant services to the District.
- 16.1.2. "Voluntary Transfer" is a transfer which is initiated through a request submitted by a unit member.
- 16.1.3. "Involuntary Transfer" is a transfer which is initiated and effected at the discretion of the District Superintendent, subject to ratification by the Board.
- 16.1.4. "Reassignment" is the movement of a unit member from one subject area to another subject area or from one grade level to another grade level at the same work location.

16.2. Voluntary Transfers:

- 16.2.1. A unit member may submit a request for a voluntary transfer or reassignment to the District at any time, whether or not a vacancy exists. A unit member may also submit a request for a transfer or reassignment subsequent to the posting of a vacancy by the District. In either case, the request shall be made on a "Request for Transfer Form" and sent to the District office.
- 16.2.2. Where the request is made for a transfer to take effect during the school year, the request shall be made within five (5) days of the posting of the notice of vacancy.
- 16.2.3. Where the request is made for a transfer to take effect at the beginning of the next school year, the request shall be made no later than April 1 of the school year preceding the effective date. The request shall be made on a "Request for Transfer Form." Selection to fill vacancies as designated in this section shall be made on the basis of proper credentials, ability to perform the required services, and the effect on the total educational program of the District. All other factors being equal, seniority shall be the primary consideration.
- 16.2.4. If a voluntary transfer request is denied, the unit member shall be provided, upon request, with the specific reasons, in writing for the denial.

16.3. Involuntary Transfers:

- 16.3.1. An involuntary transfer refers to a Superintendent initiated action which results in the movement of a unit member from one worksite to another or the assignment of a teacher to a position outside his credentials. Involuntary transfers shall be based exclusively upon the legitimate educational related needs of the District and shall not be punitive in nature. All of the things being equal, seniority shall be the primary consideration. (Criteria discussed in section 16.2.3).
- 16.3.2. Unit members who are subject to involuntary transfers shall be given the right to indicate preferences from a list of vacancies. If the preference requested by the unit member is denied, the unit member shall, upon request, be given a written statement of reasons.

Page 30

16.3.3. The unit member who is to be involuntarily transferred shall, upon request, be given a written statement of reasons for the involuntary transfer.

16.3.4. An involuntary transfer shall not result in the loss of compensation, seniority or any health and welfare benefit to a unit member.

16.4. Reassignments:

16.4.1. Tentative assignments for the following school year shall be made by June 1. In the event of a change, a written statement giving the reasons for the change shall be given to the unit member.

16.4.2. Reassignments shall not be arbitrary or capricious and shall be based upon the legitimate educational needs of the school district. Permissible reasons for reassignment include a change in student population, the filling of a vacant position, a change in a school site educational program, credential/training of unit members, and job performance.

16.5 Unit members returning from approved leave shall be afforded all rights provided under this article. Also, unit members who enjoy preferential recall rights shall be provided with notice of any vacancy or anticipated vacancy to provide such unit member with a reasonable opportunity to apply for such vacancy prior to implementation of procedures under this article.

**ARTICLE 17**  
**EVALUATION PROCEDURES**

Upon ratification of this Agreement, the District and the Association will form a committee comprised of three (3) unit members and three (3) administrators with the purpose of creating an evaluation instrument, as well as to discuss and improve the evaluation process. For the 2014-15 school year, the committee shall finalize a new evaluation instrument by January 31, 2015, with an effective date of July 1, 2015. Thereafter, the committee shall meet each year to continue to improve the instrument and the process, with any changes submitted by January 31 of each year.

17.1 Each unit member shall be evaluated as outlined in Article 17.1.5 to determine whether such employee is meeting the job responsibilities defined in the applicable job description, and/or defined in other actions by the Board and applicable law. Such evaluation shall assess the competency of each unit member with regard to the fulfillment of the employee's job responsibilities. Evaluations shall include evaluation of unit members using the California Standards for the Teaching Profession developed by the California Commission on Teacher Credentialing and the requirements contained in Education Code section 44660 *et seq.*

17.1.1 Each school year the assigned evaluator and the unit member should meet to discuss specific objectives for the school year. Each evaluation shall be preceded by an evaluation conference in which the evaluator and the unit member review the 1) specific goals and objectives; 2) the evaluation document; 3) the procedure for the evaluation. At least two observations should normally take place prior to any unsatisfactory comments being included in the summary evaluation. The formal evaluation finalized pursuant to this Article should reference such specific objectives in addition to the employee's other job responsibilities. The formal evaluation normally shall not be finalized unless there are formal and informal observations of the performance of the employee by the evaluator. At least one formal observation shall include the opportunity for a pre-observation conference and a post-observation conference. The post evaluation conference will normally be held within 10 calendar days of the formal observation. Any observation or evaluation which contains an unsatisfactory or needs improvement rating of a teacher's performance in the area of teaching methods or instruction may include the requirement that the teacher, as determined necessary by the Superintendent, participate in a program designed to improve the teacher's performance. The evaluator shall make recommendations to correct any cited deficiencies.

17.1.2 Any formal evaluation shall be reduced to writing and a copy given to the unit member thirty (30) days before the last school day scheduled on the school calendar, or in the case of any such unit member employed on a twelve-month basis, no later than June 30 of the year in which the formal evaluation is made.

17.1.3 Each unit member shall have the right to initiate a written response to the final formal evaluation. This written response shall be placed in the permanent personnel file of the unit member.

17.1.4 Each unit member shall be granted a meeting with the evaluator to discuss the formal evaluation. This meeting shall be scheduled before the last school day scheduled on the school calendar, or in the case of any such employee employed on a twelve-month basis, before June 30.

- 17.1.5 Each probationary unit member shall be evaluated at least once each school year. Each permanent unit member shall be evaluated at least every other school year. On a case-by-case basis, the District and a permanent certificated employee employed at least 10 years with the District, who is highly qualified, as defined in 20 U.S.C. section 7801, and whose previous evaluations rated the employee as meeting or exceeding may mutually agree to the performance of an evaluation every five years. If such agreement occurs, either the teacher or the District may withdraw from such agreement at any time.
- 17.1.6 During any evaluation observation, the evaluator will be present for the entire lesson presentation.
- 17.1.7 The job performance of certificated employees may be observed and suggestions for improvement may be given at any time. Informal observations will only be used to appraise a unit member's performance, if a) immediate feedback was provided to the unit member on the day of the informal observation, and b) an opportunity for conference was provided to the teacher to discuss the informal observation.
- 17.1.8 The contents or comments in any evaluation document completed by an evaluator shall not be grievable. The sole remedy for the employee is a timely written response within ten (10) calendar days.
- 17.1.9 No unit member shall be held accountable for any aspect of the educational program over which he has no authority to correct deficiencies.
- 17.1.10 Non-administrative certificated personnel shall not be required to participate in the evaluation and/or observation of other non-administrative certificated personnel.
- 17.1.11 Unit members shall not be evaluated on conduct which takes place outside working hours unless such conduct affects job performance. Hearsay statements shall be excluded from written evaluations.
- 17.2. Miscellaneous:
- 17.2.1. Allegations or complaints which could result in the adverse evaluation shall be promptly reported to the unit member.
- 17.2.2. The principal shall make every possible effort to meet within a two week period with the unit member and the complainant in an effort to resolve the matter (referred to in 17.2.1).
- 17.2.3. Whenever a complaint is made directly to the Governing Board as a whole or to a Governing Board member as an individual, it shall be referred to the Superintendent who will request a written statement of the complaint from the complainant as a basis for study and possible solutions.
- 17.2.4. The individual unit member involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment and presentation of the facts as he sees them.
- 17.2.5. Unproved allegations or charges shall not be used in the unit member's evaluation and shall be expunged from the personnel files within one (1) week of the conclusion of the formal investigation.

17.3. Classroom Aides:

17.3.1. Unit members are encouraged to discuss with their respective school administrator their views on the selection and retention of classroom aides.

17.3.2. Any problems which may arise with respect to a classroom aide's job performance will be reported by the unit member to the school's administration.

17.3.3. No classroom aide shall participate in the evaluation of a unit member.

17.3.4. Unit members shall have the right to refuse the services of an aide if they believe that the continued assignment of the aide could adversely affect their evaluation related performance.

17.3.5. The District shall work cooperatively with unit members on the assignment of student teachers from local teacher training institutions. A student teacher will not be placed in a classroom wherein there is no need for a student teacher, or wherein the unit member does not desire the services of a student teacher.

17.4. Master Teachers:

Unit members who serve as master teachers shall receive a stipend equal to the contracted amount provided by the college or university to the District.

**ARTICLE 18**  
**TEACHER SAFETY**

- 18.1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being.
- 18.2. An employee may use reasonable force necessary to protect himself/herself from attack, to protect another person or property, to quell a disturbance and threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 18.3. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principals or other immediate superior and to local law enforcement agencies. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts. It is understood that the provisions of the article are expressly subject to the privacy rights to individuals and legal standards relating to the confidentiality of ongoing investigations by law enforcement agencies.
- 18.4. If criminal or civil proceedings are brought against an employee alleging that he/she committed an assault in connection with his/her employment, the Governing Board shall provide legal counsel, at the request of the teacher, to defend him/her in any civil action or proceeding brought against him/her unless otherwise prohibited by federal or state law.
- 18.5. A written description of the rights and duties of all administrators and teachers with respect to student discipline including the use of corporal punishment and the rights of suspended students, shall be presented to each teacher in writing on the first day of each school year.
- 18.6. As used in this Article, "within the scope of his/her employment" shall include any voluntary Board approved activities (such as a field trip) which involve student contact.
- 18.7. A teacher can, at his/her discretion, may temporarily remove a child from the classroom when the child exhibits behavior that is threatening to other students, the teacher, and/or the learning environment unless otherwise prohibited by federal or state law.

**ARTICLE 19**  
**IN-SERVICE EDUCATION**

In addition to in-service training programs required of state and federally funded programs, no later than October 1<sup>st</sup> of each school year, the Liaison Committee shall solicit in writing the in-service needs of each teacher in the school district. The results of said survey shall be used by the Liaison Committee for appropriate study and implementation.



**ARTICLE 20**  
**EMPLOYEE BENEFITS**

- 20.1. The District shall provide health benefits for unit members.
- 20.2 Upon final ratification of an Agreement containing this provision, effective July 1, 2014 the District will make a maximum annual contribution toward the health and welfare package of benefits-eligible unit members (pro-rated for part-time unit members based on the percentage of a full-time contract). The maximum annual contribution will be equivalent to the sum of the following insurance premiums currently offered in the District:

- 1) SISC's "employee only" Blue Shield of California 80% plan (Plan "G") and applicable life insurance,
- 2) Delta Dental (composite rate) coverage,
- 3) VSP (composite rate) coverage.

In the event that the increase to the 80% benefit plan described above is less than the increase in 50% of the unit's total premium increases, the District shall provide a uniform increase to unit members based on the following sample calculation:

Total number of unit members = 100  
Total of unit's premiums in Year 1 = \$1,000,0000 Total of unit's  
premiums in Year 2 = \$1,100,0000 Total increase = \$100,000  
50% of the increase = \$50,000  
Increase to the District's maximum annual contribution per unit member = \$500

- 20.3 Any amounts in excess of the maximum District contribution in Section 20.2 above outside of an IRC section 125 plan shall be paid for by the unit members by monthly payroll deduction in equal monthly amounts.
- 20.4 Any future increases in excess of the District's maximum contribution for health benefits under the following plans will be paid for by the District: 1) SISC's "employee only" Blue Shield of California 80% plan (Plan "G") and applicable life insurance, 2) Delta Dental composite rate premiums, and 3) VSP composite rate premiums.

In the event that the Association and the District mutually agree to change carriers, plans and/or providers, the District's maximum annual contribution toward health benefits shall equal the sum of 1) the "employee-only" health carrier premium of a plan equivalent to the SISC 80% employee only coverage, 2) the composite rate premiums for dental and vision programs for coverages equivalent to the current Delta Dental and VSP programs currently offered to unit members. For reference, plans currently provided through the District are attached as Appendix "xx" (80% SISC Health Insurance), Appendix "xx" (Delta Dental Insurance), and Appendix "xx" (VSP Insurance).

The parties agree that any increased contribution made by the District pursuant to this Section, along with step and column increases, shall be considered as an increase in compensation. Any additional increases in

Page 37

the cost of plans not described in Article 20.4 for this unit shall be paid by unit members by payroll deduction, in 11 equal monthly installments. There shall be no requirement for the District to procure the prior consent of any unit member or the Association before deducting the balance of any prorated monthly coverage cost from any compensation due a unit member.

- 20.5 Unit members may also insure a spouse, and/or eligible dependent at no cost to the District pursuant to the requirements and provisions of the selected plan. Unit members shall pay any increase in the above annual cost to the District by payroll deduction in eleven equal monthly installments or through an IRC 125 plan. There shall be no requirement for the District to procure the prior consent of any unit member or the Association before deducting the excess of any premium cost over the maximum amount in Section 20.2 above.

20.6. Tax Sheltered Annuities:

Teachers may participate in 403(b) or 457 plans through the District's designated service provider for such plans.

20.7. Medical Examinations and Tests:

All medical examinations and tests of teachers required by the District shall be paid for by the District.

20.8. Duration of Benefits:

The benefits provided in this Article shall remain in effect during the term of this Agreement. Should a teacher's employment terminate following the last day of the school year and before the commencement of the ensuing school year, such teacher shall be entitled to continued coverage under the health plan until October 1st of the following school year.

- 20.9. Effective following final ratification of this Agreement by the Governing Board, the District shall pay a maximum contribution of three hundred and fifty dollars (\$350) per month toward District insurance plans for retirees and eligible dependents who retire between the ages of fifty-five (55) and sixty-five (65) and who have at least ten (10) years of regular full-time consecutive service with the District. Such benefits shall terminate upon the sooner of the retiree's sixty-fifth (65th) birthday, or the date that the retiree becomes covered by another employer who provides full family benefits. If the unit member reaches the age of fifty-five (55) during the summer vacation period, he/she may retire at the end of the preceding school year and shall receive the benefits of this section of the Agreement. The coverage period shall be for a maximum of a two-year period immediately following the school year the teacher retires. The District's maximum contribution shall be three hundred-fifty dollars (\$350) per month. Any excess premium shall be paid by the retired teacher.

- 20.10. Should a teacher die during his/her employment, his/her surviving spouse may elect to continue to be covered under the benefits set forth in Section 20.1 for the duration of this Agreement. If such an election is made, the surviving spouse will be responsible for and pay to the District his/her pro-rata share of the premium cost in excess of \$350.00 per month. Such coverage shall cease on the earlier of the spouse reaching age 65 or eligibility for coverage under a plan provided by the surviving spouse's employer or spouse.

- 20.11. The District and Association agree to implement IRC Section 125.

Page 38

**ARTICLE 21**  
**SALARIES**

**21.1. Salary Schedule:**

Effective thirty (30) days following final ratification of an Agreement by the Governing Board, the following specialized positions will be additionally compensated by the following amounts each school year:

- |    |                            |  |
|----|----------------------------|--|
| a. | Agriculture Teacher        | 35 extra Days Pay  |
| b. | Agriculture/ROP Teacher    | 30 Extra Days Pay  |
| c. | Counselor                  | 20 Extra Days Pay  |
| d. | Speech Therapist *         | 10% above placement on salary schedule   |
| e. | Special Education Teachers | Those with clear credentials will receive 5% above placement on salary schedule. |
| f. | District Nurse             | 10% above placement on salary schedule with a clear "School Nurse Credential."   |

\*If the District is unable to recruit and employ a qualified speech therapist to provide services required by law, the District may contract with a qualified individual on terms mutually agreeable between the District and the individual. Such individual will not be a member of the bargaining unit for the duration of the individual's contract and will not be entitled to the benefits afforded to bargaining unit members under the Agreement. This is not a proposal to permanently remove a speech therapist position from the certificated bargaining unit.

**21.2. Extra Duty Pay Schedule.**

Effective on the date of final ratification of this Agreement by the District Governing Board, extra duty hourly rates shall be increased as set forth below for the following services:

Driver Education  
Contractual Hourly Rate  
Summer School

The hourly rate shall be based on the current salary schedule Step 1, Group I scale, rounded off to the nearest dollar as calculated below:

Step 1, Group I salary divided by days of annual service divided by work day hours rounded off (.01-.49 down, .50-.99 up) to the nearest dollar.

2015-16 Example (effective July 1, 2015):

$\$48,571/185/7.5 = \$35.01$

Hourly rate (rounded to nearest dollar) = \$ 35.00

2017-18 Example (effective July 1, 2017)

$\$51,000/185/7.5 = 36.75$

Hourly Rate (rounded to nearest dollar) = \$37.00

The increased hourly rate shall only apply to extra duty service performed after the date of final ratification of this Agreement by the District Governing Board.

21.3 Salary

There shall be a four percent (4.0%) off-schedule, one-time bonus payment, calculated based on the 15-16 salary scheduled, paid to unit members on July 31, 2016.

There shall be a five percent (5.0%) on-schedule increase to the 2015-16 salary schedule effective July 1, 2016 salary schedule effective July 1, 2016 (see Appendix A-2).

- 21.4 Effective with the 2009-2010 school year and thereafter, each member of the bargaining unit shall receive his/her annual salary payments in eleven (11) monthly warrants. Deductions for taxes, insurance plans, 125 plans, etc. will also be based on 11 pay periods as much as is practicable or allowed by law. This Section will remain in effect for the duration of the contract unless the payroll provider (ICOE) prohibits the District from providing this service.

**ARTICLE 22**  
**SCHOOL CALENDAR**

The beginning date will be established by May 15 for the following year.

**ARTICLE 23**  
**TEACHER TRAVEL**

- 23.1. Unit members who are authorized to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the then-existing Internal Revenue Service rates for mileage reimbursement for all driving done between arrival at the first location at the beginning of the work day and the unit member's final location at the conclusion of the work day. It is provided, however, that if the distance from the unit member's home to his/her first location or from the unit member's last location to his/her home is greater than the distance between the unit member's home and his/her base school, he or she shall be reimbursed for the difference at the then-existing mileage reimbursement rates.
- 23.2. The mileage reimbursement amount shall be adjusted effective each January 1, to conform with the then-existing Internal Revenue Service rate of mileage reimbursement.
- 23.3. Unit members who use their personal cars for field trips or other assigned business of the District shall receive the benefits provided in section 23.1 above.

**ARTICLE 24**  
**MISCELLANEOUS PROVISIONS**

- 24.1. Any individual contract between the District and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.
- 24.2. This Agreement shall supersede any rules, regulations, or practices of the District which are, or may in the future be, contrary to or inconsistent with any terms of this Agreement.
- 24.3. All teachers, who participate in the production of tapes, publications or other produced educational material shall retain residual rights should they be copyrighted or sold by the District.
- 24.4. The District agrees to furnish materials and use of copy machine for 125 copies of this Agreement. The Association agrees to furnish the labor for running of such copies.
- 24.5. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.
- 24.6. A teacher's notification to the District that he/she intends to resign shall remain revocable until such time as the Governing Board officially takes action on such notification.

## ARTICLE 25

### SAVINGS

- 25.1 If any provisions of this Agreement or any application thereof to any teacher is held by the highest court of the State or by a federal court to be contract to law then such provision or application will be deemed invalid to the extent required by such court decisions but all other provisions or application shall continued in full force and effect.
- 25.2 Should a provision or application be deemed invalid, as described in Section 21.5 above, the District shall reinstate any benefit reduced or eliminated to the extent allowable under law. Moreover, the parties shall meet not later than ten (10) days after such court decision to renegotiate the provision or provisions affected.



**ARTICLE 26**  
**REDUCTION IN TEACHING STAFF**

- 26.1. The number of certificated employees in the District may be decreased by the District:
- 26.1.1. Whenever in any school year the average daily attendance in all of the schools of the District as reflected in P-1 and P-2 reports to the County/State for first six (6) months, in which school is in session, shall have declined below the corresponding period of either of the previous two (2) school years; or
- 26.1.2. Whenever a particular kind of service is to be reduced or discontinued not later than the beginning of the following school year.
- 26.2. Whenever it shall become necessary for the District to decrease their number of certificated employees as specified in Section 26.1, the District may terminate the services of not more than a corresponding percentage of the certificated employees of the District, permanent as well as probationary, at the close of the school year as specified by the California Education Code and related court decisions. No certificated employee may be terminated by the District under the provisions and conditions of this Article while any probationary employee, or any other certificated employee with less seniority, is retained to render a service which said permanent employee is certificated and competent to render, and/or has rendered in the past to the District's satisfaction.
- 26.3. All teachers whose services are to be terminated under the provisions of this Article by the District, to take effect not later than the beginning of the following school year, shall be notified by the District no later than the 15th of March of each year. There shall be no other reduction in the teaching staff during the school year except as otherwise provided by Federal and State statute and court decisions.
- 26.4. Services of employees shall be terminated in the inverse of the order in which they were employed, as determined by the District in accordance with the provisions of Sections 44844 and 44845 of the California Education Code.
- 26.5. In no way shall any part of this Article supersede or reduce any rights bargaining unit members may have within the State Education Code, State laws, and Federal laws.

**ARTICLE 27**  
**PEER ASSISTANCE AND REVIEW PROGRAM**

27.1. This Article is intended to implement the provisions of Chapter 4 of the Statutes of 1999 with respect to the Peer Assistance and Review Program (PAR), as it may be amended, and any applicable regulations. The District may take such action as it determines to be necessary to achieve and maintain compliance with applicable laws and regulations. The District may also take such action as it determines to be necessary to comply with the law requiring coordination of the PAR program with the Beginning Teachers Support and Assessment Program, the California Pre- Internship Teaching Program, District Internship Program and other professional development programs, so long as the action does not violate a specific provision of this Article.

27.2. As soon as permitted by law, the District shall provide the required certification that PAR will be implemented beginning July 1, 2000. Effective on July 1, 2000, the mentor teacher program and all obligations, rights, activities and practices relating to that program shall automatically terminate.

27.3. Implementation of the PAR program is contingent upon official notification by the State that the District is eligible for and will receive all of the Districts' share of the funds specified by statute for PAR.

27.4. PAR Panel

27.4.1. The PAR program shall be administered by a Panel which shall consist of three (3) members: one (1) shall be an administrator selected by the District and two (2) shall be certificated classroom teachers selected by other certificated classroom teachers through a process established by the Association. The PAR Panel shall be chaired in the first year by the administrator selected by the District. The chair shall thereafter rotate on an annual basis between teacher and District members.

27.4.2. The Par Panel shall meet four (4) times each school year, unless additional meetings are determined necessary by consensus approval of all PAR Panel members. To meet, three (3) PAR Panel members must be present. If such meetings take place during the regular workday, teacher PAR Panel members shall be released without loss of compensation. PAR Panel may determine by consensus to hold meetings outside the teacher workday. In such cases, teacher PAR Panel members shall be compensated at \$40 an hour.

27.4.3. All actions of the PAR Panel shall be by consensus. In the absence of consensus, unless otherwise stated, any action shall be approved by an affirmative vote of at least two (2) members.

27.4.4. The responsibilities of the PAR Panel shall include the following:

- A. Selecting Consulting Teachers, subject to consensus approval of all PAR Panel members;
- B. Assigning Consulting Teachers to participating teachers;
- C. Reviewing the final assessment plan report prepared by the Consulting Teacher and making recommendations to the Governing Board on or before April 1st regarding the Experienced Teacher-Mandatory Participants' progress in the PAR Program;

Page 46

- D. Preparing an annual review of the PAR Program, including recommendations for improvement;
- E. Preparing written guidelines for the Consulting Teachers and their activities;
- F. Providing training for the PAR Panel members and Consulting Teachers, subject to consensus approval of all PAR Panel members; and,
- G. Establishing its own rules of procedures, consistent with provisions of this Agreement and District Board policies/regulations, subject to consensus approval of all PAR Panel members

27.4.5. Teacher PAR Panel members will serve for a three (3) year term. No classroom teacher may serve for more than two (2) consecutive terms as a Panel member.

#### 27.5. Consulting Teachers

27.5.1. Consulting Teachers shall have the following minimum qualifications:

- A. Must be a permanent teacher of the District with substantial recent experience in classroom instruction (three out of the previous four years).
- B. Must have demonstrated exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of pupils in different instructional contexts.

27.5.2. Classroom teachers may apply for a consulting teaching position on a form prepared by the PAR Panel. Notice of Consulting Teacher openings shall be posted at each school site for a period not less than ten (10) workdays. A pool of consulting teachers will be maintained and reviewed annually by the PAR Panel. Teachers interested in continuing in the consulting teacher pool should notify the PAR panel by Friday of the second week of contract service.

A. Selection of a Consulting Teacher shall be based on the criteria set forth in sections 27.5.1.A. and 27.5.1.B., and the opinion of the applicants' evaluator. Candidates selected for an interview shall demonstrate the ability to model effective classroom instruction and provide clear constructive feedback for improvement. All applications and references shall be treated as confidential by the PAR Panel.

B. One or more PAR Panel members may conduct a classroom observation of each candidate.

27.5.3. Consulting Teachers selected by the PAR Panel shall receive an annual stipend of four thousand (\$4,000.00) dollars based upon at least one hundred (100) hours of additional service beyond the normal teacher workday.

27.5.4. Consulting Teachers will serve for a three (3) year term. No Consulting Teacher may serve for more than two (2) consecutive terms.

#### 27.6. Participating Teachers

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

**27.6.1. Experienced Teacher - Mandatory Participant**

27.6.1.1. A permanent classroom teacher who receives five or more “Does not meet Standards” ratings in Domains I-IV of the teacher evaluation instrument shall be required to participate in the PAR program. A permanent teacher who receives three or four ratings of “Does not Meet Standards” in Domains I-IV of the teacher evaluation instrument is strongly recommended to seek PAR assistance as a voluntary participant.

27.6.1.2 The participating teacher’s evaluator shall send a copy of the unsatisfactory evaluation to the PAR Panel, described in Section.

27.6.1.3. Within twenty (20) working days, the PAR Panel shall assign a Consulting Teacher to the participating teacher. In cases where there are one or more Consulting Teachers, the participating teacher may request peer assistance from a particular Consulting Teacher.

27.6.1.4 Within ten (10) working days, the Consulting Teacher shall meet with the participating teacher and his/her evaluator to review the specific teaching/instructional areas identified as unsatisfactory in the final evaluation. An assistance plan shall be developed between the Consulting Teacher and the participating teacher, in consultation with the participating teacher’s evaluator.

27.6.1.5 The assistance plan shall include a statement of areas needing improvement, the objectives to be met to achieve improvement and a monitoring schedule. The assistance plan shall include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory in the final evaluation.

27.6.1.6. During the assistance plan period, the Consulting Teacher and the participating teacher’s evaluator shall maintain a cooperative relationship and consult with each other on the peer assistance and review process and the participating teacher’s progress toward meeting the objectives stated in the assistance plan.

27.6.1.7 On or before March 25, the Consulting Teacher shall complete a final assistance plan report. The report shall identify the improvement objectives, the assistance provided the participating teacher and assessment of the results of the assistance, including a statement whether or not the participating teacher has satisfactorily achieved the objectives of the assistance plan. The final assistance plan report shall be provided by the Consulting Teacher to the PAR Panel, the participating teacher, and participating teacher’s evaluator. The participating teacher shall sign the final assistance plan report acknowledging receipt and shall have the right to submit a written response to the PAR Panel within five (5) workdays from receipt of the report.

27.6.1.8 On or before April 1, the PAR Panel shall submit to the Governing Board the names of the participating teachers who were unable to demonstrate satisfactory improvement in the PAR program and any recommendations.

27.6.1.9 The final assistance plan report and related documentation prepared by the Consulting Teacher may be placed in the participating teacher's personnel file and considered by the evaluator in completing the participating teacher's final evaluation.

27.6.2. Beginning Teacher - Voluntary Participant

27.6.2.1 In order to help new unit members successfully begin their careers in the District, all newly-hired unit members with less than two full years of fully credentialed teaching experience are encouraged to participate in the PAR Program.

27.6.2.2 The PAR Program for beginning teachers will be the Beginning Teacher Support and Assessment (BTSA) program or a similar program designed to improve the teaching performance of beginning teachers.

27.6.2.3 All new unit members will be assigned a Consulting Teacher.

27.6.2.4 Guidelines for the Consulting Teacher will be developed and distributed by the PAR Panel.

27.6.2.5 All communications between the Consulting Teacher and a participating new teacher shall be confidential and shall not be shared with administrators, including the participating teacher's evaluator or the PAR Panel, without the written consent of the new teacher.

27.6.3. Experienced Teacher - Voluntary Participant

27.6.3.1 Permanent classroom teachers, who have not been required to participate in the PAR Program under section 27.6.1, may volunteer to participate in the PAR Program. The PAR Panel shall have discretion to accept the volunteer participating teacher in the PAR Program based on consensus approval of all PAR Panel members. The volunteer participating teacher and the PAR Panel shall mutually agree on the selection of the Consulting Teacher.

27.6.3.2 All communications between the Consulting Teacher and a volunteer participating teacher shall be confidential and shall not be shared with administrators, including the participating teacher's evaluator or the PAR Panel, with the written consent of the volunteer.

27.6.4. Order of Priority

27.6.4.1. The PAR Panel adopts the following order of priority for participation in the PAR program:

- A. Experienced Teachers - Mandatory participants
- B. Beginning Teachers
- C. Experienced Teachers - Voluntary participants

27.7 General Provisions

27.7.1 The functions performed by Consulting Teachers shall not constitute either Management or supervisory responsibilities, except to the extent required by the PAR Program and the provisions contained herein.

- 27.7.2 The District shall defend and hold harmless individual PAR Panel members And Consulting Teachers from any lawsuit or claim arising out of the performance of their duties under the PAR Program as provided by the California Government Code.
- 27.7.3 Expenditures for the PAR Program shall not exceed the funds received by the District for the program as specifically authorized by statute. The PAR Program shall be contingent upon the continuation of such State funding.
- 27.7.4 The PAR Panel proceedings and assessment plan reports prepared by the Consulting Teachers shall be confidential to the extent required by law.
- 27.7.5 The PAR Program and the District's evaluation function shall operate independently of each other. The evaluation, assessment, and recommendations of the panel and the Peer Review reports by the Consulting Teachers shall be advisory only, for the benefit of the participating teacher and the District. This process shall in no way limit the District's discretion or authority with regard to decisions and actions concerning the employment status of any participating teacher, whether or not such participation is mandatory or voluntary.
- 27.7.6 A unit member shall not have access to the grievance process in this Agreement or any district complaint procedure to challenge the contents of any report, evaluation or decision of the PAR Panel or Consulting Teacher, but may file a written response which shall become part of the official record of the intervention. Teachers may utilize the grievance procedure to process alleged violations of procedural provisions within this article.
- 27.7.7 This article is expressly subject to the laws of the State of California and the rules and regulations of the California State Department of Education.

**ARTICLE 28**  
**MANAGEMENT RIGHTS**

28. 1 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:

- a. The right to determine its organization;
- b. Direct the work of its employees;
- c. Determine the kinds and levels of services to be provided and the methods and means of providing them;
- d. Establish its educational policies, goals and objectives;
- e. Insure the rights and educational opportunities of students;
- f. Determine staffing patterns;
- g. Determine the number and kinds of personnel required;
- h. Maintain the efficiency of District operations;
- i. Determine the curriculum;
- j. Build, move or modify facilities;
- k. Establish budget procedures and determine budgetary allocation;
- l. Determine the methods of raising revenue;
- m. Take action in the event of an emergency; and
- n. Hire, classify and assign employees.

28.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited by the terms of this Agreement and by State law.

**ARTICLE 29**  
**PROHIBITED ACTIVITIES**

- 29.1. It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal, or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the district by employees or by the Association, its (officers, or agents during the term of this Agreement, including compliance with the request of ) other labor organizations to engage in such activities, sympathy strikes, strikes in response to alleged unfair practices, economic strikes, or strikes over right disputes.
- 29.2. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 29.3 Upon the exhaustion of all administrative remedies and contractual remedies as provided in the agreement to resolve pending negotiable items and disputes between the parties, the parties will not be bound by this Article.



**ARTICLE 30**  
**SUMMER SCHOOL**

- 30.1. Regular employed teachers employed by the District shall be given first consideration before anyone outside of the District is hired. Selection shall be based upon experience, credential, major or subject to be taught. Notification of assignment shall be in writing. By May 1, posting shall occur for anticipated summer school openings. Assignments shall be made no later than June 1. Should the number of applications exceed the number of positions available, the District shall give priority to those teachers who were denied employment for the preceding summer school session.
- 30.2. The summer school hourly rate is specified in Appendix B to this Agreement.

**ARTICLE 31**  
**JOB SHARING**

31.1. **Definition:**

Job sharing shall refer to two (2) employees sharing one (1) full-time position.

31.2. **Application:**

Any assignment openings shall be available to certificated staff who have indicated in writing to the District Superintendent their desire to job share.

31.3. **Pairing:**

Job sharing assignment shall be filled only by teachers who have jointly agreed to work together.

31.4. **Selection:**

Job sharing assignments shall be granted annually upon mutual agreement of the teachers and the site administrator.

31.5. **Responsibilities:**

Responsibilities of an assignment by two (2) job sharers may be divided and/or allocated according to a plan designated by the job sharers, with the concurrence of their immediate supervisor. This shall include but not be limited to attendance at regular staff meetings, district meetings, parent conferencing, etc.

31.6. **Compensation:**

Participants shall be placed appropriately on the teachers' salary schedule, receive one (1) step increment for each one (1) year of service, and be given appropriate added increments for advanced degrees or longevity.

31.7. **Benefits:**

Employees working in job sharing positions shall receive a prorated amount of health, welfare, and leave benefits. Contributions to the State Teachers' Retirement System shall be proportionate to the time served and salary earned.

31.8. **Return to Full Time:**

Part-time teachers who hold full time tenure rights shall be transferred to full time employment at the beginning of the school year provided they have informed their employer of their desire to do so prior to March 15 of any given year and there is a position for which the teacher has a credential. In the event there are no vacancies in the District for which either teacher holds a credential, the teacher with the most seniority in the District as a teacher shall be placed in the former job sharing position.

Page 54

31.9. Evaluations:

Teachers shall be evaluated following contract procedures used for full time employees except:

- a. Timelines shall be adjusted for job sharing employees choosing to teach on a semester basis, and
- b. Employees' performance in areas of responsibilities shall be rated in accordance to the sharing plan approved by the District.

31.10. Employees applying for a job sharing assignment must do so in writing. The written application must address the following criteria:

- a. Evidence of Compatibility: (Personal traits, educational philosophy, discipline philosophy, experience, instructional methodology.)
- b. Scheduling: (Main format of proposal, alternate semester, split day, split week, etc.)
- c. Provisions for Teaching Responsibility: (Major teaching and subject area responsibilities, lesson planning, classroom organization, daily instructional schedule, etc.)
- d. Provisions for Other Responsibilities: (Faculty meetings, parent conferences, parent meetings, in-service, class parties, field trips, school supervision responsibilities, record keeping.)
- e. Communication System Between Sharers and Others: (Process for communication between job sharers, principal, staff, and parents. Provision for informing parents about the program at the beginning of the school year.)
- f. Benefits of Proposal: (To students, school district, job sharers.)

31.11. In the event one of the job sharers is unable to complete his/her portion of the original assignment, the remaining teacher shall have the following options:

- a. Assume the position full time.
- b. Job share with another employee for the remainder of the school year.
- c. Resign.

**ARTICLE 32**  
**SPECIALIZED HEALTH CARE**

- 32.1. If a teacher believes that a student in his/her classroom requires specialized health care assistance, the teacher will call this condition to the attention of the school's principal.
- 32.2. The teacher and the principal will meet in order to discuss how the specialized health care needs of the student may best be addressed.
- 32.3. If necessary, a medical opinion will be requested by the principal in order to best evaluate the needs of the student.
- 32.4. If there is mutual agreement between the teacher and the principal, an aide may be provided to assist the student.
- 32.5. Nothing in this section is to be interpreted to mean that a teacher is responsible for providing medical services to a student. This includes any changing of diapers for any physically disabled student of the teacher.
- 32.6. At the request of either the teachers or the principal, the Superintendent may be requested to review any determination as to a student's specialized health care need.

## ARTICLE 33

### STAFF DEVELOPMENT DAYS

- 33.1 The District may from time-to-time schedule staff development activities that are consistent with the instructional plan at a particular District school. Such activities shall take place at times other than during the unit member's regularly assigned hours of employment (i.e., after duty hours, weekends, during vacation or summer periods).
- 33.2 Unit members shall be paid at the rate of two hundred dollars (\$200.00) per day for each seven and one-half hour segment of attendance at or participation in District scheduled and approved staff development activities.
- 33.3 Participation by certificated teachers shall be voluntary and must be completed by June 30 of the funded year.
- 33.4 Staff development activities shall not include attendance at courses or training sessions in which the certificated teacher receives salary schedule credit.
- 33.5 Verification of attendance shall be by a signed letter by the presenter of the activity or other credible evidence of attendance approved by the Superintendent.

**ARTICLE 34**  
**TERM OF AGREEMENT**

The term of this Agreement is from July 1, 2015 to June 30, 2018 or until a successor Agreement is established in accordance with the provisions of the Educational Employment Relations Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers thereof.

  
\_\_\_\_\_  
FOR THE HOLTVILLE  
UNIFIED SCHOOL DISTRICT

Date: 04/30/2018

  
\_\_\_\_\_  
FOR THE HOLTVILLE  
TEACHERS ASSOCIATION

Date: 04/30/2018

Ratified by the Governing Board on 11/16/2015

2016-17 HTA SALARY SCHEDULE

	BA 1	BA+30 2	BA+45 3	BA+60 4	BA+75 5	BA+MA 6
1	51,000	52,979	54,991	57,080	57,937	58,793
2	52,979	54,991	57,006	59,093	59,979	60,864
3	54,991	57,006	59,025	61,117	62,034	62,951
4	57,006	59,025	61,041	63,122	64,070	65,016
5	59,025	61,041	63,056	65,138	66,114	67,092
6	61,041	63,056	65,075	67,161	68,168	69,176
7	63,056	65,075	67,097	69,180	70,219	71,255
8		67,097	69,107	71,178	72,245	73,313
9		69,107	71,123	73,197	74,294	75,393
10		71,123	73,145	75,227	76,355	77,484
11		73,145	75,155	77,220	78,377	79,535
12		75,155	77,172	79,242	80,431	81,619
13		75,906	77,944	80,034	81,234	82,436
14		76,665	78,724	80,834	82,047	83,260
15		77,431	79,509	81,644	82,867	84,092
16		78,206	80,306	82,459	83,697	84,932
17		78,987	81,500	83,631	84,886	86,141
18		79,778	82,315	84,468	85,735	87,002
19		80,575	83,138	85,313	86,592	87,872
20		81,381	83,576	85,705	86,990	88,277
21		82,195	84,413	86,563	87,861	89,160
22		83,017	85,257	87,427	88,740	90,051
23		83,847	86,108	88,303	89,627	90,952
24		84,686	87,270	89,435	90,776	92,118
25		85,533	88,142	90,329	91,684	93,038
26		86,388	89,023	91,232	92,601	93,970
27		87,252	89,915	92,145	93,527	94,910
28		88,124	90,812	93,067	94,462	95,859

Teachers with experience coming into the District will receive credit for prior service up to ten years on the basis of one step for each year of teaching experience. Three-fourths of a year or more will be credited as one step.

All teachers will be required to submit official transcripts of all training and letters verifying experience which they desire to have count toward placement on the salary schedule. Work must be completed before the beginning of the school year in order to be given credit for an advance on the salary schedule.

All unit members hired after July 1, 2009 must hold at least a preliminary credential to be initially placed or advanced beyond Group 2. In order to advance to either Group 5 or 6 during the 2008-09 school year, official transcripts from accredited colleges or universities must be submitted no later than 90 days following final ratification of this agreement.

Placement in Group 6 requires a Master's Degree in Education or a related field (Article 21.3). Transcripts will be retained in the teacher's personnel folder during the time of employment.

To be placed on Step 20, a teacher must have at least 19 years of service, with 13 years being in the Holtville Unified School District, and a minimum of 30 graduate hours.

A teacher who resigns for the purpose of retiring, shall receive a 10% retirement increment if he/she submits the resignation by June 20, 1987 for the 1986-87 year and in subsequent years by February 28.

The 10% increment shall be equal to 10% of the teacher's annual salary placement. Payment of the increment shall be made by June 30, 1987 and in subsequent years in three payments (April, May, June) or in one lump sum payment in June.

**EXTRA DUTY PAY SCHEDULE**

<b>POSITIONS***</b>	<b>SCHOOL SITE</b>	<b>SALARY</b>
VARSITY HEAD FOOTBALL COACH	HIGH SCHOOL	9.00%
VARSITY HEAD COACH (EXCEPT FOOTBALL AND EXCEPTIONS AS NOTED BELOW).	HIGH SCHOOL	8.00%
ASSISTANT COACH – ANY SPORT	HIGH SCHOOL	5.00%
MUSIC	HIGH SCHOOL	7.50%
CHORAL DIRECTOR	HIGH SCHOOL	1.50%
SPEECH	HIGH SCHOOL	3.00%
YEARBOOK	HIGH SCHOOL	4.50%
STUDENT COUNCIL ADVISOR	HIGH SCHOOL	7.50%
CHEERLEADING ADVISOR	HIGH SCHOOL	5.00%
WRESTLING TOURNAMENT DIRECTOR	HIGH SCHOOL	1.00%
SPEECH TOURNAMENT DIRECTOR	HIGH SCHOOL	1.00%
BOYS SPORTS (PER SPORT)	MIDDLE SCHOOL	1.75%
GIRLS SPORTS (PER SPORT)	MIDDLE SCHOOL	1.75%
ASSISTANT COACH – ANY SPORT	MIDDLE SCHOOL	1.00%
DRILL TEAM	MIDDLE SCHOOL	3.50%
MUSIC	MIDDLE SCHOOL	7.50%
CHORAL DIRECTOR	MIDDLE SCHOOL	1.50%
STUDENT COUNCIL ADVISOR	MIDDLE SCHOOL	7.00%
YEARBOOK	MIDDLE SCHOOL	2.75%
BOYS SPORTS (PER SPORT)	PINE SCHOOL	1.75%
GIRLS SPORTS (PER SPORT)	PINE SCHOOL	1.75%
STUDENT COUNCIL ADVISOR	PINE SCHOOL	5.00%
MUSIC	PINE SCHOOL	3.00%
FINLEY SPORTS	FINLEY SCHOOL	2.37%
STUDENT COUNCIL ADVISOR	FINLEY SCHOOL	5.00%
ACADEMIC DECATHLON COACH	HIGH SCHOOL	3.00%
MOCK TRIAL COACH	HIGH SCHOOL	3.00%

**EXTRA DUTY PAY WILL BE PAID ACCORDING TO THE ABOVE PERCENTAGES MULTIPLIED BY STEP 1, GROUP 1 OF THE SALARY SCHEDULE AND WILL PAID BY THE DISTRICT WITHIN ONE MONTH OF THE COMPLETION OF THE ASSIGNMENT FOR ALL SHORT TERM ASSIGNMENTS.**

**YEARLY EXTRA DUTY ASSIGNMENTS SHALL BE PAID IN EQUAL PAYMENTS IN DECEMBER AND AT THE END OF THE ASSIGNMENT OR MAY 31, WHICHEVER IS LATER.**

**SHORT-TERM ASSIGNMENTS THAT EXTEND PAST THE NORMAL DURATION OF SEASON SHALL BE COMPENSATED AT A PRO-RATA SHARE OF THE REGULAR EXTRA DUTY STIPEND.**

**THE HOURLY RATE WILL BE DETERMINED AS DESCRIBED IN ARTICLE 21.2**

**\*\*\*Positions determined on an annual basis.**

**Inclusion of position on salary schedule does not necessarily indicate position will be filled.**



TEACHER'S NAME	COURSE/SUBJECT/GRADE LEVEL	SCHOOL	DATE:
SOCIAL SECURITY NUMBER	TEMPORARY PERMANENT _____ PROBATIONARY _____ 1 <sup>st</sup> Year _____ 2 <sup>nd</sup> Year		
PART I: SUMMARY OF PRE-EVALUATIONS CONFERENCE DATE OF MEETING: 11/23/2016 ADMINISTRATOR'S INITIALS: _____ TEACHER'S INITIALS: _____			
PART II: DOMAINS OF PROFESSIONAL RESPONSIBILITIES (BASED ON OBSERVATION, DOCUMENTATION, CONFERENCE)	UNSATISFACTORY	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS
DOMAIN I: ENGAGING & SUPPORTING ALL STUDENTS IN LEARNING			
1a: Connecting students' prior knowledge with learning objectives			
1b: Using a variety of instructional strategies to respond to students' diverse needs			
1c: Facilitating learning experiences that promote autonomy and interaction			
1d: Engaging students in problem solving, critical thinking, and other activities that make subject matter meaningful			
1e: Promoting self-directed learning for all students			
DOMAIN II: CREATING & MAINTAINING EFFECTIVE ENVIRONMENTS FOR STUDENT LEARNING			
2a: Creating an environment that engages all students			
2b: Establishing a climate that promotes fairness and respect			
2c: Establishing and maintaining standards for student behavior			
2d: Planning and implementing classroom procedures and routines that support student learning			
2e: Using instructional time effectively			
DOMAIN III: UNDERSTANDING & ORGANIZING SUBJECT MATTER FOR STUDENT LEARNING			
3a: Demonstrating knowledge of subject matter content and student development			
3b: Organizing curriculum to support student understanding of subject matter			
3c: Interrelating ideas and information within and across subject matter areas			
3d: Developing student understanding through instructional strategies that are appropriate to the subject matter			
3e: Using materials, resources, and technologies to make subject matter accessible to students.			
PART II: DOMAINS OF PROFESSIONAL RESPONSIBILITIES (CONTINUED)	UNSATISFACTORY	MEETS EXPECTATIONS	EXCEEDS EXPECTATIONS
DOMAIN IV: PLANNING INSTRUCTION & DESIGNING LEARNING EXPERIENCES FOR ALL STUDENTS			
			Page 61

4a: Drawing on students' academic background and developmental learning needs			
4b: Establishing and clearly communicating appropriately challenging goals for student learning			
4c: Developing and sequencing instructional activities and materials for student learning			
4d: Modifying instructional plans to adjust for student needs			
DOMAIN V: ASSESSING STUDENT LEARNING			
5a: Using the results of formative assessments to guide instruction			
COMMENTS:			
TEACHER'S NAME:	SCHOOL/DEPARTMENT	DATE	
<p><b>PART III: SUMMATIVE REVIEW (COMMENDATION/RECOMMENDATION)</b></p> <p>Dates of Observations:</p> <p>Commendations:</p>			
<p><b>PART IV: OVERALL EVALUATION</b></p> <p>_____ Unsatisfactory _____ Meets Expectations _____ Exceed Expectations</p> <p>I HAVE ATTACHED A STATEMENT</p> <p>_____ Yes _____ No</p> <p>_____</p> <p>Date Administrator's Signature</p>			
<p><b>TEACHER COMMENTS</b> –The teacher shall a right to respond in writing to the evaluation. This response shall be attached to the evaluation prior to it being placed in the teacher's personnel file if received within ten (10) working days after the receipt of the evaluation. If received after (10) working days it will be added to the personnel file when received by the District.</p> <p>I HAVE ATTACHED A STATEMENT personal conference. I acknowledge being apprised of the above evaluation on a</p> <p>_____ YES _____ NO _____</p> <p>Date Teacher's Signature</p>			

HOLTVILLE UNIFIED SCHOOL DISTRICT  
 CERT/CLASS MGMT, CLASS CONF  
 HEALTH/WELFARE BENEFITS (2018-19)

Coverage	Annual Cost		
	Single	+ 1	+ Family
SISC Plan "A" - 100%	\$ 10,380.00	\$ 17,820.00	\$ 20,544.00
Broker Fee	\$ 72.00	\$ 72.00	\$ 72.00
Delta Dental (SCEET)*	\$ 891.72	\$ 891.72	\$ 891.72
Vision (VSP)*	\$ 397.32	\$ 397.32	\$ 397.32
\$15,000 Life Insurance	\$ 17.16	\$ 17.16	\$ 17.16
Total Annual Premiums	\$ 11,758.20	\$ 19,198.20	\$ 21,922.20
Max District Contribution	\$ 9,802.20	\$ 9,802.20	\$ 9,802.20
Net Employee Annual Cost	\$ 1,956.00	\$ 9,396.00	\$ 12,120.00

Coverage	Annual Cost		
	Single	+ 1	+ Family
SISC Plan "B" - 90%	\$ 9,948.00	\$ 17,100.00	\$ 19,860.00
Broker Fee	\$ 72.00	\$ 72.00	\$ 72.00
Dental	\$ 891.72	\$ 891.72	\$ 891.72
VSP*	\$ 397.32	\$ 397.32	\$ 397.32
\$15,000 Life Insurance	\$ 17.16	\$ 17.16	\$ 17.16
Total Annual Premiums	\$ 11,326.20	\$ 18,478.20	\$ 21,238.20
Max District Contribution	\$ 9,802.20	\$ 9,802.20	\$ 9,802.20
Net Employee Annual Cost	\$ 1,524.00	\$ 8,676.00	\$ 11,436.00

Coverage	Annual Cost		
	Single	+ 1	+ Family
SISC Plan "C" - 80%	\$ 8,424.00	\$ 14,472.00	\$ 16,884.00
Broker Fee	\$ 72.00	\$ 72.00	\$ 72.00
Dental	\$ 891.72	\$ 891.72	\$ 891.72
VSP*	\$ 397.32	\$ 397.32	\$ 397.32
\$15,000 Life Insurance	\$ 17.16	\$ 17.16	\$ 17.16
Total Annual Premiums	\$ 9,802.20	\$ 15,850.20	\$ 18,262.20
Max District Contribution	\$ 9,802.20	\$ 9,802.20	\$ 9,802.20
Net Employee Annual Cost	\$ -	\$ 6,048.00	\$ 8,460.00

Coverage	Annual Cost		
	Single	+ 1	+ Family
SISC Plan "D" - High Deduct Plan	\$ 6,420.00	\$ 11,016.00	\$ 12,516.00
Broker Fee	\$ 72.00	\$ 72.00	\$ 72.00
Dental	\$ 891.72	\$ 891.72	\$ 891.72
VSP*	\$ 397.32	\$ 397.32	\$ 397.32
\$15,000 Life Insurance	\$ 17.16	\$ 17.16	\$ 17.16
Total Annual Premiums	\$ 7,798.20	\$ 12,394.20	\$ 13,894.20
Max District Contribution	\$ 9,802.20	\$ 9,802.20	\$ 9,802.20
Net Employee Annual Cost	No Cost	\$ 2,592.00	\$ 4,092.00

Coverage	Annual Cost		
	Single	+ 1	+ Family
SIMNSA Mexico Plan	\$ 2,796.00	\$ 4,956.00	\$ 7,296.00
Broker Fee	\$ 72.00	\$ 72.00	\$ 72.00
Dental	\$ 891.72	\$ 891.72	\$ 891.72
VSP*	\$ 397.32	\$ 397.32	\$ 397.32
\$15,000 Life Insurance	\$ 17.16	\$ 17.16	\$ 17.16
Total Annual Premiums	\$ 4,174.20	\$ 6,334.20	\$ 8,674.20
Max District Contribution	\$ 9,802.20	\$ 9,802.20	\$ 9,802.20
Net Employee Annual Cost	No Cost	No Cost	No Cost

\*To date, no increase has been announced for Dental & Vision coverage, but is subject to change