
AGREEMENT

between

**MILLBRAE EDUCATION
ASSOCIATION**

and

MILLBRAE SCHOOL DISTRICT

2007-2010

TABLE OF CONTENTS

ARTICLE 1	AGREEMENT	1
ARTICLE 2	RECOGNITION	2
2.1	Unit Description	2
2.2	Subcontracting	2
ARTICLE 3	AGENCY FEE	3
3.1	Payroll Deduction	3
3.2	Maintenance of Membership	3
3.3	Agency Fee	3
3.4	Hold Harmless	5
ARTICLE 4	ASSOCIATION RIGHTS	6
4.1	Right to Consult	6
4.2	Curriculum Advisory Committee	6
4.3	Unit Member Information	6
4.4	Personnel Policies	6
4.5	Board of Education Agenda	6
4.6	Association Business	6
4.7	Mail Boxes	6
4.8	Reduction in Personnel	7
4.9	Release Time for Negotiators	7
4.10	Association Leave	7
4.11	Contract Distribution	7
ARTICLE 5	HOURS	8
5.1	Work Year/Duty Day	8
5.2	Adjunct Duties	8
5.3	Preparation Period	9
5.4	Shortened Day Schedule	9
5.5	Faculty Meetings	9
5.6	Arrival/Departure Changes	9
5.7	Parent Meetings	9
5.8	Back to School/Open House	9
5.9	Duty Free Break	10
5.10	Instructional Minutes	10
5.11	Minimum Days	10
5.12	Outdoor Education	10
5.13	Summer School	11
ARTICLE 6	SHARED TEACHING ASSIGNMENT	12
6.1	Shared Assignments	12
6.2	Terms and Conditions	12

ARTICLE 7	PART TIME EMPLOYMENT	14
7.1	Definition	14
7.2	Return to Full Time	14
7.3	Duties and Hours	14
7.4	Seniority	14
7.5	Prorated Salary	15
7.6	Representation	15
ARTICLE 8	EARLY RETIREMENT INCENTIVE PROGRAM	16
8.1	Independent Contractors	16
8.2	Benefit Continuation	16
8.3	CalPERS Payments	17
8.4	Benefit Contributions	17
8.5	30 and Out	17
8.6	Part Time with Full Time Credit	17
ARTICLE 9	LEAVES	19
9.1	Miscellaneous	19
9.2	Incentive for Reduced Absences	19
9.3	Illness/Disability/Maternity Leave	20
9.4	Bereavement	21
9.5	Personal Business	21
9.6	Personal Necessity	22
9.7	Family Leave	22
9.8	Industrial Accident	24
9.9	Military Leave	25
9.10	Catastrophic Leave Bank	25
9.11	Court Appearance Leave	26
9.12	Jury Duty	26
9.13	Child Rearing Leave	26
9.14	General Leave	26
9.15	Conference Leave	27
ARTICLE 10	CLASS SIZE	28
10.1	Ratio	28
10.2	Legislative Changes	28
10.3	Full Inclusion	28
10.4	Combination Classes	29
ARTICLE 11	SAFETY CONDITIONS OF EMPLOYMENT	30
11.1	Personal Safety	30
11.2	First Aid Requirements	30
11.3	Emergency Plans	30
11.4	Insecticides or Poisons	30
11.5	Student Conduct	30
11.6	Self and Student Protection	31
11.7	Compliance with Sexual Harassment Policies	32
11.8	Suspected Child Abuse	32
ARTICLE 12	TRANSFER/REASSIGNMENT PROCEDURES	33

12.1	Definitions	33
12.2	Posting of Vacancies	33
12.3	Voluntary Transfer	34
12.4	Involuntary Transfer/Reassignment	34
12.5	Relocation Assistance	35
ARTICLE 13	EVALUATION	36
13.1	Procedure	36
13.2	Environment	37
13.3	Assistance	37
13.4	Unit Member Files	37
ARTICLE 14	WAGES AND BENEFITS	39
14.1	Fringe Benefits	39
14.2	Stipends for Advanced Degrees	39
14.3	Accident and Illness Credit	39
14.4	Prior Experience	39
14.5	Longevity Bonuses	40
14.6	Extra Duty Pay	40
14.7	Outdoor Education Stipend	40
14.8	LDS/CLAD, SB1969 and BCC/BCLAD Stipends	40
14.9	Staff Development Stipend	40
14.10	Salary	41
14.11	Professional Growth Salary Credit	41
ARTICLE 15	GRIEVANCE PROCEDURE	42
15.1	Definitions	42
15.2	Informal Level	43
15.3	Level I – Immediate Supervisor	43
15.4	Level II – Superintendent/Designee	43
15.5	Level III – Board of Education	43
15.6	Level IV - Arbitrator	44
15.7	General Provisions	44
ARTICLE 16	COMPLAINT PROCEDURE	47
16.1	Written Complaints	47
16.2	Investigation	47
16.3	Disposition	47
ARTICLE 17	PEER ASSISTANCE & PEER REVIEW (PAR)	48
17.1	Definitions	48
17.2	Joint Panel	48
17.3	Consulting Teachers/Support Providers	49
17.4	Referred Participating Teacher	51
17.5	Cooperative Relationship	51
17.6	Implementation of Program	51
17.7	Ed Code Requirements	51
17.8	Cost of PAR	51
17.9	Training for CT, SP, and Joint Panel Teachers	51

ARTICLE 18	PROFESSIONAL COURTESY	52
18.1	Informal Level	52
18.2	Assistance by Immediate Supervisor	52
18.3	Assistance by Superintendent	52
18.4	Investigation with Resolution	53
18.5	Investigation without Resolution	53
18.6	Confidentiality	53
ARTICLE 19	PROFESSIONAL GROWTH	54
19.1	Required Participation	54
19.2	Requirement/Credit	54
19.3	Clock Hour Credit	54
19.4	Prior Approval of Plan	54
19.5	Post-Participation Sign-off	55
19.6	Record Keeping	55
19.7	Submission of Forms	55
ARTICLE 20	JUST CAUSE/DUE PROCESS	56
20.1	District Rights	56
20.2	Just Cause/Due Process	56
20.3	Progressive Discipline	56
20.4	Notice of Suspension	57
20.5	Arbitration	57
20.6	Confidentiality	57
ARTICLE 21	SPECIAL EDUCATION	58
ARTICLE 22	MISCELLANEOUS	59
22.1	Personal Freedom	59
22.2	Academic Freedom	59
22.3	Effects of Agreement	59
22.4	Negotiation Procedures	60
22.5	Non-Discrimination	60
22.6	Duration of Agreement/Reopeners	60
22.7	Ratification Acknowledged	61
APPENDICES		
	Side Letter Re Staff Development 99-00	1
A	Absence and Leave Affidavit	2
B	Calendar	4
C	Designation of Physician	5
D	Student Suspension	6
E	Sexual Harassment Policy	7
F	Suspected Child Abuse	8
G	Request for Transfer	9
H	Evaluation Forms	10
I	Extra Duty/Staff Development Pay	11
J	Salary Schedules—Teachers & Psychologists	12
K	Application for Approval of Courses	15
L	Grievance Forms	16
M	Maternity Leave Scenarios	17
N	Catastrophic Leave Bank	18

ARTICLE 1
AGREEMENT

This Agreement is entered into on a binding and bilateral basis pursuant to the existing provisions of the Rodda Act (Government Code §3540 et seq.) governing employer/employee relations, this 28th day of March 2000 by and between the Board of Trustees of the Millbrae School District, hereinafter called District and the Millbrae Education Association, an affiliate of the California Teachers Association and National Education Association, hereinafter called Association.

ARTICLE 2

RECOGNITION

2.1 Unit Description

In accordance with action taken by the Board of Education at a regularly scheduled Board of Education meeting on March 7, 1977, the District voluntarily recognizes the Association as the exclusive representative of all certificated unit members of the Millbrae School District, including those employed by specific action of the Board of Education on a temporary written contract for all or part of a school year, but only while so employed, and excluding

- (a) employees designated as management in accordance with Government Code §3540.1,
- (b) employees designated as supervisory in accordance with Government Code §3540.1,
- (c) employees designated as confidential in accordance with Government Code §3540.1,
- (d) substitutes,
- (e) summer school employees, and
- (f) certificated employees working in classified or other non-certificated positions while so employed.

2.2 Subcontracting

The parties to this Agreement recognize that the duties and work performed by the certificated employees in the bargaining unit described above will be performed only by unit members and will not be subcontracted or otherwise transferred out of the bargaining unit. If, following normal recruitment efforts, the District is unable to hire a credentialed, qualified applicant, the District may contract for that particular service on a temporary basis. The District will, in a timely manner, notify the Association of its intent to contract a service and the circumstances requiring such employment.

ARTICLE 3

AGENCY FEE

3.1 Payroll Deduction

The right of payroll deduction for payment of membership dues, initiation fees, and general assessments will be accorded exclusively to the Association. The District will deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Membership dues, initiation fees, and general assessments, upon formal written request from the Association to the District, will be increased or decreased without resolicitation and authorization from unit members.

3.1.1 Any unit member who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of membership dues, initiation fees, and general assessments of the Association. Pursuant to such authorization, the District will deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members who sign such authorization after the commencement of the school year will be appropriately prorated to complete payments by the end of the school year.

3.1.2 With respect to all sums deducted by the District pursuant to section 3.1 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made. The list will include their names, addresses, and work locations, and indicate any changes in personnel from the list previously furnished.

3.2 Maintenance of Membership

3.2.1 The Association and the District agree that any unit member who is a member of the Association at the time this Agreement becomes effective or who enrolls during the term of the Agreement will maintain such membership for the duration of this Agreement. This provision will not deprive any member of the right to terminate her or his membership within the 30-day period following expiration of the Agreement. If a unit member, who is covered by the maintenance of membership requirement, withdraws authorization for dues deduction and/or refuses to provide the Association with a lump-sum cash payment of dues for the year, the District will deduct membership dues as provided in Education Code section 45601 and in the same manner as set forth in sections 3.1 above.

3.3 Agency Fee

3.3.1 Any unit member who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, will become a member of the Association or pay to the Association a fee in an amount equal to membership dues, payable to the Association in one lump-sum cash payment in the same manner as required for the payment of membership dues. In the event a unit member does not pay such fee directly to the Association, the Association will so inform the District, and the District will immediately begin automatic payroll deduction as provided in Education Code

section 45061 and in the same manner as set forth in this Article. There will be no charge to the Association for such mandatory agency fee deductions.

3.3.2 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting unit member organizations will not be required to join or financially support the Association as a condition of employment; except that such unit member will pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under section 501 (c)(3) of Title 26 of the Internal Revenue Code:

3.3.2.1 Foundation to Assist California Teachers

3.3.2.2 American Cancer Society

3.3.2.3 American Heart Association

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for the religious exemption. The Association Executive Board will communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member will make the payment to an appropriate charity as described above. Such payment will be made on or before the due date for cash dues/fees for each school year.

3.3.3 Proof of payment will be made on an annual basis to the Association and District as a condition of continued exemption from the payment of agency fee. Proof of payment will be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be received for payments, nor may the payment be in a form other than money such as the donation of used items. Such proof will be presented on or before the due date for cash dues/fees for each school year.

3.3.4 Any unit member making payments as set forth in sections above, and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf, will be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

3.3.5 With respect to all sums deducted by the District pursuant to sections above, whether for membership dues or agency fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.

3.3.6 The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article.

3.4 Hold Harmless

The Association agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. The Association will have the exclusive right to decide and determine whether any such action or proceeding referred to above will or will not be compromised, resisted, defended, tried or appealed.

ARTICLE 4

ASSOCIATION RIGHTS

4.1 Right to Consult

The Association has the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, the selection of textbooks, and any other educational matters appropriate.

4.2 Curriculum Advisory Committee

The Curriculum Advisory Committee which includes the superintendent, director of curriculum, a site administrator, a teacher representative from each site, a special education representative, and the president of the Association, will serve as an advisory committee for planning District-wide staff development, including planning for in-service topics and presenters.

4.3 Unit Member Information

The District will provide the Association with two (2) copies of the names, assignments, work locations, and non-confidential addresses and phone numbers of unit members upon request and without cost to the Association on or about October 15 of each school year. Such list will be used only for District and Association business.

4.4 Personnel Policies

A copy of the District "Certificated Personnel Policies" will be readily available at each school site for use by certificated unit members. The District will also provide the Association with two copies of such policy. It will be the responsibility of the Association representative to bring the policy in for periodic District updates.

4.5 Board of Education Meeting Agenda

The District will make available for the Association at the District Office two copies of the complete Board of Education meeting agendas minus executive session material at the same time it is available to Board of Education members.

4.6 Association Business

All Association business, discussions, and activities will be conducted by unit members outside established work hours, exclusive of lunch, as defined in Article 5 herein.

4.7 Mail Boxes

The Association may use school mailboxes and bulletin board space designated by the superintendent. The District will not impinge upon the content of postings and mail box use unless these materials present a substantial threat to peaceful school operations.

4.8 Reduction in Personnel

The District superintendent will meet for discussion purposes with Association representatives during the month of February, if the District anticipates dismissals of permanent certificated unit members.

4.9 Release Time for Negotiations

The District will provide release time and substitute coverage for six (6) Association representatives; if the subject of negotiations requires that a unit member knowledgeable in that area is present, additional release time will be provided. It is further agreed that no more than fifty percent (50%) of the total negotiating time will be during school time.

4.10 Association Leave

The Association president will be granted leave [Appendix A] for the purpose of conducting business pertaining to Association affairs provided sufficient notification is provided to secure the services of a substitute; the Association will reimburse the District for the cost of the substitute. The number of days may not exceed two half days per month. The days used for this leave will not be deducted from the president's accumulated leave for illness nor from any other leave to which she/he is entitled as a unit member of the District.

4.11 Contract Distribution

The District will reproduce and deliver to the Association, a sufficient number of copies of the agreement for distribution to unit members.

ARTICLE 5

HOURS

5.1 Work Year/Duty Day

- 5.1.1 The work year for all unit members, except first-year teachers, is 182 days. The work year for first year teachers is 184 days. [Appendix B]
- 5.1.2 Unit members will be required to be at their school or other work sites no more than 15 minutes prior to the beginning of the students' instructional day. Unit members are expected to remain a sufficient amount of time after the latest student dismissal time to take care of professional responsibilities. The signature of the site administrator on a site developed end-of-the-year checklist will verify the completion of professional responsibilities on the last day of school.
- 5.1.3 The scheduled workweek is thirty-five (35) hours including lunch. The unit member and the site administrator may mutually agree to temporary schedule variations. Within the total lunch period, unit members will have a continuous duty-free lunch period of no less than 30 minutes.
- 5.1.4 Within the thirty five-(35) hour workweek, arrangements must be made by the unit member to provide time for conferences with pupils, parents, other staff personnel; IEP and CST meetings; or working on necessary preparation for instruction.
- 5.1.5 Any training deemed necessary by the District shall be provided during the workday if the District mandates a program that requires special training.

5.2 Adjunct Duties

- 5.2.1 Unit members participate in adjunct duties on a voluntary and assigned basis. Adjunct duties include: supervising pupils; supervising and providing leadership in student organizations and activities; cooperating in parent-community activities; attending faculty, department, and grade level meetings pursuant to Section 5.5 below; providing advice and service to the District; and participating in approved staff development programs.
- 5.2.2 A unit member's instructional responsibilities are of greater importance than his/her adjunct duty assignments. Instructional duties include: planning; selecting and preparing instructional materials; evaluating the work of students; conferring with parents; IEP and CST meetings; maintaining records; developing curriculum; and studying literature to keep abreast of developments within the subject matter taught by the unit member. Scheduling of time to meet these obligations will be mutually agreed upon by those involved.
- 5.2.3 Every effort will be made to ensure that adjunct duties are shared in a reasonable and equitable manner. Prior to any assignments, the site administrator will seek volunteers. Voluntary duties will be counted equally with assigned duties in balancing duties among all unit members.

5.3 Preparation Period

- 5.3.1 Unit members employed at the middle school for more than three (3) periods will be assigned one (1) period per day for preparation and planning.
- 5.3.2 Unit members employed at the 4th or 5th grade in accordance with Article 10.1 will be assigned 120 minutes per week for professional time. Each site administrator along with the 4th and 5th grade unit members will recommend to the Superintendent a plan for implementation of the program by March 1 for the following year. The plan from each site will be submitted to the MEA president by March 1 of each year.
- 5.3.3 Unit members shall not be required to substitute during their preparation period except in the event of sudden illness, accident, emergency or when substitutes are not available. If a unit member does provide substitute service during his/her conference/planning period, he/she will receive \$35 for each occurrence (effective January 1, 2003). For every five such occurrences in one school year, the unit member will be given the option of choosing a day off with pay in lieu of the compensation of \$35 for each occurrence.

5.4 Shortened Day Schedule

The unit members and administrator(s) at each site will determine whether to participate in a shortened day schedule. In order to provide for a shortened day, the other four days would be lengthened to make up the time. The purpose of the shortened day is to allow unit members an opportunity to meet for the following purposes: planning; staff In-service; special projects; and, other education related topics/activities. For grades kindergarten through five only, no more than fifty percent (50%) of the meeting time created by a shortened day schedule shall be used for District-directed activities. The site administrator will submit the proposal to the Board of Education for approval.

5.5 Faculty Meetings

District and site meetings will not exceed two (2) per month and will not extend beyond 60 minutes after student (1-8) dismissal. One exception to this sixty (60) minute rule may occur during the school year.

5.6 Arrival/Departure Changes

Unit members will remain at assigned sites for assigned times unless site administrators approve leaving early or arriving late.

5.7 Parent Meetings

Unit members will meet with parents, if requested by the parents, before or after the designated workday at a mutually agreed upon time. Such meetings will be scheduled when mutually satisfactory arrangements cannot be made with the parents to meet during the designated workday.

5.8 Back to School/Open House

Back-to-School Night and Open House will be scheduled at each of the schools. The format of the programs will be to provide the community with curriculum information and school and classroom

procedures. The staff and the site administrator will work together to design the program to maximize parent participation.

5.9 Duty-free Break

All K-5 unit members will be provided a morning duty-free break. The amount of break time will be uniform insofar as possible at each site. Unit members assigned duty during the regular break periods will be able to take a relief break.

5.10 Instructional Minutes

Instructional minutes at each site will not be increased over the number of instructional minutes offered during the 1996-97 school year.

5.11 Minimum Days

5.11.1 All schools will have a minimum day schedule for Back-to-School Night, the day before winter recess, Open House, and the last day of instruction. K-5 schools will be on a minimum day schedule for the first day of school.

5.11.2 In grades 1 through 5, at least fourteen (14) minimum days will be used for two (2) parent teacher conferences. These days/dates will be mutually determined at each site. The teachers who will make all reasonable efforts to accommodate parents will schedule all conferences. Any teacher may leave his/her site upon completion of all scheduled conferences provided she/he works 35 hours during the week.

5.12 Outdoor Education

Unit members will be encouraged but not required to attend Outdoor Education with their participating classes. If there are personal circumstances that prevent a unit member from fulfilling the assignment, the District and MEA will cooperate in finding a replacement by allowing unit members to switch assignments for the week.

5.12.1 Unit members attending Outdoor Education with participating classes will serve for the entire time during which their respective classes are participating, and for such hours during the day and evening as the District Outdoor Education Coordinator may assign. In recognition of the extra time and responsibility involved for unit members accompanying students to Outdoor Education Camp, the unit members will be provided with stipends of \$300 each for 5 days or \$60 for each day.

5.12.2 Unit members may travel in their own vehicles at their own expense unless no adult supervision can be provided on the bus. The District will make all reasonable efforts to provide supervision, other than unit member, on the bus.

5.12.3 Should a personal emergency affect a unit member who does not have her/his own vehicle, the District will reimburse the unit member for any cost of transportation necessitated by the emergency.

5.13 Summer School

Anticipated summer school vacancies will be made known through the distribution of a summer school flyer.

- 5.13.1 Applications for the position of summer school teacher will be submitted to the District Office by the closing date listed on the flyer (early March). Each applicant will be notified as to the status of her/his application by April 1.
- 5.13.2 All positions will be filled from the bargaining unit unless insufficient applications are received or the applicants do not meet the needs of the summer school program.
- 5.13.3 Contracts for summer school will be offered on a contingency basis depending upon actual attendance of summer school students.
- 5.13.4 The District will strive to have tentative summer school assignments made by April 1. Any changes in assignments will be discussed with the individuals involved. No unit member will be required to teach summer school.
- 5.13.5 The budget for summer school will be determined when the income from the State is known. Salaries will be set at the time when all budget items are considered. Teachers will be required to teach 20 days, four hours per day with one non-student day for a total of 21 days.

ARTICLE 6

SHARED TEACHING ASSIGNMENT

6.1 Shared Assignments

Members who elect to share one full-time equivalent (FTE) assignment are required to work one half-day for the entire year, or other approved working arrangements, except as may be provided under the terms and conditions of the Agreement. All working conditions for regular part-time unit members will be consistent with the Agreement.

6.2 Terms and Conditions

Unit members may request a reduced work load from full-time to part-time under the following conditions:

- 6.2.1 A unit member may elect to work part-time, which may be half days, with approval of his/her site administrator and the Board of Education. The District consistent with the provisions of the Agreement will determine grade level and building assignment.
- 6.2.2 A plan for covering all work days listed on the adopted school calendar (full days) shall be submitted to the site administrator for approval as part of the unit member's proposal for a shared teaching assignment. These days shall include preschool workdays, parent/unit member conference days, Back-to-School nights, Open House, and staff meeting attendance.
- 6.2.3 Yard duty and/or other duty supervision will be pro-rated and shall coincide with the unit member's workdays.
- 6.2.4 In the interest of professional development, unit members on shared teaching assignments or other less than full-time arrangements shall be provided staff development/in-service/on-the-job training/conference attendance as full time unit members are provided.
- 6.2.5 The District will pay extra duty pay (\$35/hour—effective January 1, 2003) for attendance by a part-time unit member at District in-service or other professional development activities that staff are required to attend that occur outside of the part-time unit member's contract day.
- 6.2.6 Department, committee, and grade-level assignments will be prorated and, if required, will coincide with unit member's workdays.
- 6.2.7 District substitute procedures apply in case of illness or absence from duty.
- 6.2.8 If one of the unit members in the shared teaching assignment is unable to complete the shared assignment and a suitable replacement cannot be found in a timely manner, the other person sharing the position (if on half-time leave) will, if requested and is medically able to do so, return to the full time assignment.
- 6.2.9 Both unit members will develop procedures to ensure clear lines of communication with all parents, including the scheduling of meetings with parents. The procedures will be made known to the school site administrator in writing prior to the shared contract being approved.

- 6.2.10 On the first day of school, both unit members will be present to establish the program, set classroom standards, and develop a rapport with the students. Both unit members are to assume full responsibility for each student's program and progress for the total classroom instructional program.
- 6.2.11 Details of the daily class schedule, instructional program, activities, and related assignments must be submitted in writing for approval by the site administrator.
- 6.2.12 Unit members on half-time leaves must return to full-time employment at the conclusion of the one-year shared contract unless a renewal of the shared contract is requested and approved. The unit member must notify the District of her/his request for a renewal of leave on or before March 1st of the year preceding the year which additional part-time leave employment is requested. Granting of a request for additional part-time leave is contingent upon the District's ability to find a qualified person to fill the other portion of the position.
- 6.2.13 Part-time unit members will retain employment and seniority rights consistent with the Education Code and the Agreement.
- 6.2.14 Permanent status unit members returning to full-time employment shall be assigned a position they are qualified to teach at their original site. (See 12.2.5 Criteria).
- 6.2.14.1 In the event that a permanent status teacher fills the opening created by the shared teaching assignment, then when the shared teaching assignment ends, that permanent status teacher shall be re-assigned and/or transferred so that the shared teaching partner can return to his/her original position and assignment.
- 6.2.14.2 Posting for the above opening shall include this condition and shall reference Article 6—Shared Teaching Assignment.
- 6.2.14.3 If the number of positions at the site has declined between the time the shared teaching assignment was created and ended, then an involuntary transfer may be necessary. All teachers at the site, including those returning to full-time status, shall be subject to involuntary transfer pursuant to Article 12.4.2.
- 6.2.15 Salary and benefits will be prorated. The annual salary will be prorated based upon the number of hours related to the thirty-five-(35) hour workweek and the unit member's placement on the salary schedule. Unit members will receive pro rata of the District's health and welfare contribution (all unit members must enroll in dental coverage). Sick leave days will be prorated consistent with the number of hours worked each year. STRS contributions and benefits will be provided on the basis of one half of a full-time position. Unit members will progress on the salary schedule as if they were full-time bargaining unit members.

ARTICLE 7

PART-TIME EMPLOYMENT

7.1 Definition

Part-time employment is any assignment less than full-time. Unit members who are employed on a part-time basis are expected to participate in non-classroom activities as follows:

- 7.1.1 Time on site: prorated according to the percentage of time employed;
- 7.1.2 Adjunct duties: prorated according to the percentage of time employed;
- 7.1.3 Attendance at staff meetings: the site administrator and the unit member will determine attendance at staff meetings;
- 7.1.4 District In-Service: attendance at District in-service meetings scheduled on minimum days is required. If the part-time unit member is unable to attend a staff meeting or an in-service due to employment elsewhere, it is the unit member's obligation to meet with the site administrator to arrange for appropriate alternatives.
- 7.1.5 The District will pay extra duty pay (\$35/hour) for attendance by a part-time unit member at in-service or other professional development activities that unit members are required to attend that take place outside of the unit member's contract day.

7.2 Return to Full-Time

Any full time unit member may request a part time assignment; a request for a part time assignment may be withdrawn anytime prior to Board of Education action filling the assignment. Unit members on part time leaves must return to full-time employment at the conclusion of the one-year part time contract unless a renewal of the contract is requested and approved. The unit member must notify the District of her/his request for a renewal of leave on or before March 1 of the year preceding the year for which additional part-time leave employment is requested. Granting of a request for additional part-time leave is contingent upon the District's ability to find a qualified person to fill the other portion of the position.

7.3 Duties and Hours

Each part-time assignment must designate duties and hours. Salary and benefits will be consistent with the terms identified in Section 6.2.15.

7.4 Seniority

Unit members on a Board of Education-approved part-time arrangement equivalent to a half time or greater assignment will maintain their positions of seniority.

7.5 Pro-Rated Salary

The salary of a unit member working part time will be prorated according to the number of days/hours worked and their relationship to a full time position.

7.6 Representation

Unit members have the option of requesting an Association representative to be present at the meeting with the superintendent or designee when the provisions of the part-time contract are discussed prior to Board of Education approval. A request for part-time assignment may be denied if such assignment does not meet the verifiable needs of the District.

ARTICLE 8

EARLY RETIREMENT INCENTIVE CONTRACT (ERIC) PROGRAM

8.1 Independent Contractors

Eligible unit members retiring before age sixty-five (65) may request a contract to render services as independent contractors under the following conditions:

- 8.1.1 Participation will be voluntary on the part of the certificated unit member.
- 8.1.2 The unit member must have rendered ten (10) years of full-time service in the District in a position requiring certification and must be at least fifty-five (55) years of age.
- 8.1.3 The retiree must render one hundred sixty (160) hours per year of services mutually agreed to by the retiree and the District.
- 8.1.4 A retiree may contract to render service in a particular field of expertise. Among such fields of expertise are: evaluation, planning, finance, economics, accounting, engineering, administrative matters, and substitute teaching.
- 8.1.5 The independent contractor may contract yearly to render such services for a maximum of five (5) years, or until the age of sixty-five (65), whichever comes first. By mutual consent, the independent contractor may be extended if the District determines that such continuation would benefit the District.
- 8.1.6 Applicants for the independent contractor program must apply by March 1 for the following year and the District will notify applicants by May 15 whether or not their services will be accepted and/or renewed for the following year. The Board of Education may consider applications received subsequent to March 1.
- 8.1.7 A retiree who contracts to render services under this program may not return to regular employment in the District unless the program is terminated and such return is approved by STRS.
- 8.1.8 For each full year of service rendered under this program, the retiree will receive a stipend of five thousand dollars (\$5,000) plus the same health and welfare contributions, pursuant to Section 8.3, that existed at the date of his/her resignation from the District.
- 8.1.9 The retiree and the District must sign a contract setting forth the conditions and such other details as may be necessary to ensure a mutually satisfactory understanding on the part of the retiree and the District.

8.2 Benefit Continuation

Unit members who have rendered at least ten (10) years of service to the District and who are at least fifty-five (55) years of age, but who do not contract with the District as an independent contractor, will receive the same health and welfare contribution received at the time of their resignation from the District. Such contribution will continue for a maximum of five (5) years, or until the retiree reaches

the age of sixty-five (65) or becomes eligible for participation in the Medicare program, whichever comes first.

8.3 CalPERS Payments

The District will contribute one hundred ninety two dollars (\$192) per year {\$16 per month for 12 months} or the current required administrative cost directly to CalPERS for each eligible retiree for medical insurance. In addition, the District will contribute to each retiree, on an individual basis, an amount which when added to the \$16 per month will cover medical, dental, and vision premiums for the plans in which the retiree was enrolled at the time of retirement. This additional contribution will continue consistent with the provisions of Sections 8.1, 8.2 and 8.4.

8.3.1 Because STRS requires that the CalPERS premiums be deducted from the retiree's STRS warrant, the District will provide, in advance, a non-taxable reimbursement each quarter up to the amount designated above.

8.3.2 Retirees also have the option to drop CalPERS and seek health insurance directly with the health provider of their choice. Retirees must submit an invoice verifying their out-of-pocket expense.

8.4 Benefit Contributions

Unit members who have rendered at least ten (10) years service to the District and who are at least fifty-five (55) years of age, but who do not contract with the District as an independent contractor (Section 8.1), and who do not opt to accept the benefit described under Section 8.2, are entitled to receive health and welfare contributions of up to three hundred forty-seven (\$347) dollars per month to be used for health costs per 8.3.1 and 8.3.2 including Medicare Part "B:" at the age of 65, effective for unit members who retire on or after June 13, 2003. Such contributions will continue for a maximum of ten (10) years.

Retirees who accept this benefit may pay the difference between fringe benefits received upon retirement and the amount necessary to cover those benefits they select.

Once the District contributions expire, retirees can pay for medical, dental, and vision coverage at the group rate at their own expense.

8.5 30 and Out

Certificated unit members between the ages of 50 and 55 who qualify under the STRS Early Retirement "30 and Out" Alternative B may participate in existing DISTRICT early retirement options as defined in 8.1, 8.2, or 8.4.

8.6 Part-time Employment with Full-Time Retirement Credit

Unit members may reduce their workload from full-time to part-time duties, with full-time retirement credit, under the following conditions:

8.6.1 The option of part-time employment shall be exercised at the request of the unit member and can be revoked only with the mutual consent of the District and the unit member.

- 8.6.2 The unit member shall have been employed full time in a position requiring certification for at least ten (10) years of which the unit member was employed for at least five (5) years full time, immediately preceding a request for a reduction in workload, without a break in service. Sabbaticals and other approved leaves of absence shall not constitute a break in service.
- 8.6.3 The unit member shall be paid a salary which is the pro rata share of the salary she/he would be earning had she/he not elected to exercise the option of part-time employment. The minimum part time employment shall be the equivalent of one-half the number of days of service required by the unit member's contract of employment during his or her final year of service in a full-time position.
- 8.6.4 The days of sick leave allowed for full-time employment will be reduced in the same proportion as employment is reduced. District contributions for health and dental plans will be made in the same manner as for a full-time unit member.
- 8.6.5 The unit member and the District will contribute to the State Teachers' Retirement System (STRS) the amount that would be required if employment had continued to be full-time.
- 8.6.6 The agreement will be automatically renewed each year and will continue in effect until the end of the tenth school year following the beginning of the part time employment.

ARTICLE 9

LEAVES

9.1 Miscellaneous

- 9.1.1. Days means work days of bargaining unit members, unless otherwise specified.
- 9.1.2 A unit member on paid leave of absence will receive normal coverage under District health, dental, and vision insurance plans.
- 9.1.3 A unit member on unpaid leave of absence will be permitted to continue coverage under District health, dental, and vision insurance plans, to the extent permitted by the individual insurers, by paying to the District the full cost of the premiums. Upon return from unpaid leave, the unit member will be returned to the same position if it has been filled with a temporary or substitute unit member or to a similar position if the position has been filled with a permanent or probationary unit member.
- 9.1.4. Any unit member is entitled to transfer accumulated sick leave upon change of employment from one district to another. It is the unit member's responsibility to notify the District in writing of the name and address of the district of last employment so that necessary documents may be completed to accomplish the transfer.
- 9.1.5. The District may require that any unit member on unpaid leave provide notice of her/his intent to return. To activate this advance notice, the District will, before May 30 inform the unit member by personal service or certified mail, return receipt requested, that notice is required. Unless good cause exists, the unit member must respond to the District's advance notice request prior to July 1 or she/he will be deemed to have declined employment and her/his services may be terminated as of June 30th. (EC44842)
- 9.1.6. Each unit member will work with the District to minimize the combined total of his/her days out of the regular assignment resulting from use of leave, training opportunities, or professional obligations such as committee participation or special project work.
- 9.1.7 A unit member returning from paid leave will be reinstated to the position she/he held prior to the leave; a unit member returning from unpaid leave will be returned to the same or similar position

9.2 Incentive for Reduced Absences

Unit members who meet the specified requirements set forth below will receive one of the following lump sum payments as applicable for limited absences in one school year:

- 9.2.1 No more than four-(4) day's total absence: \$50;
- 9.2.2 No more than three-(3) day's total absence: \$100;
- 9.2.3 No more than two-(2) day's total absence: \$150;

9.2.4 No more than one (1) day total absence: \$200;

9.2.5 Zero days absence: \$250.

9.2.6 "Absences" in this provision will mean any absences and/or leave described in the contract. Jury duty and bereavement leave do not count as an absence for this incentive program. Absences will be tallied and incentive pay will be granted on a yearly basis. Neither absences nor pay will be cumulative to future years. Incentive payments pursuant to the eligibility requirements set forth above will be made to eligible unit members at the end of June in each school year in which eligibility is established. Unit Members employed for less than the full school year are not eligible to participate in this incentive program.

9.3 Illness/Disability/Maternity

Disability leave is available to cover all absences due to disability caused by illness or injury. [Appendix A] Unit members may also use accumulated sick leave as set forth in this Article for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth, and recovery therefrom; the length of such disability leave, including the date on which the leave is to begin and the date on which the duties are to be resumed, will be determined by the unit member and her licensed health care practitioner

9.3.1 Unit members absent because of an accident or absent five (5) days or more because of illness may be required to furnish a written release from a licensed health care practitioner before being allowed to return to work. However, if the District has reasonable cause to believe that the absence is not due to disability or that the disability is not sufficiently severe to warrant continued absence, then the superintendent or designee, after notice to the unit member, may request certification verifying such disability.

9.3.2 Unit members employed on a full-time basis will be entitled to accumulate ten (10) days per school year of sick leave available to the unit member from the first work day of each year. Unused sick leave will accumulate from year to year without limit.

9.3.2.1 Unit members who work less than full-time will be entitled to accumulate and use sick leave for all such service at a rate that is in the same proportion to the full-time entitlement as their part-time employment bears to full-time employment.

9.3.2.2 The District will provide each unit member with an accounting of the number of days of sick leave she/he has accumulated, plus the number of days to which the unit member is entitled for the current school year. The District will normally provide an accounting of such days to unit members by November 1 of each school year.

9.3.3 Extended Disability Leave

Upon exhaustion of all accumulated sick leave, a unit member who would otherwise qualify for sick leave under the provisions of this Article will receive up to one hundred (100) days of Extended Disability Leave. A unit member on Extended Disability Leave will be paid her/his regular daily rate of pay minus the Board of Education adopted rate of pay for a substitute per day but no less than fifty percent (50%) of the unit member's regular daily rate of pay. Unit

members will receive no less than 50% of unit member's daily rate of pay. Unit members on Extended Disability Leave will furnish a release from a licensed health care practitioner before being allowed to return to work.

- 9.3.4 In lieu of disability leave, the District and the unit member may agree to a reassignment, so long as such reassignment meets the approval of the unit member's health care provider.
- 9.3.5 The District and the unit member may agree upon the terms and timing of the unit member's return to duty at the time the unit member begins a disability leave, where the nature of the disability permits. If no agreement is made at that time, the unit member must give the District at least ten (10) school days' written notice regarding his/her intent to return to duty.
- 9.3.6 Maternity/Paternal/Child Adoption Leave – In addition to all other leaves provided in this article, unit members may take up to twenty (20) consecutive days of leave at differential pay only for purposes relating to child birth or child adoption. Such leave must commence as soon as the unit member is medically eligible to return to work or the adopted child is physically placed in the unit member's custody. While on differential pay leave, unit members shall continue to receive district paid health and welfare benefits, as provided for elsewhere in this Agreement. The twenty (20) days provided herein shall occur within the twelve (12) weeks of family medical leave provided by state and federal law. See appendix M.

9.4 Bereavement

- 9.4.1. Upon the death of any member of a unit member's immediate family the unit member is entitled to a paid bereavement leave [Appendix A] not to exceed three (3) days, or five (5) days if travel over 250 miles is required. The amount of such leave will be determined by the Superintendent or designee and will not be deducted from the unit member's sick leave or other leave granted by the District.
- 9.4.2. "Immediate family" means any spouse, domestic partner, mother (stepmother, mother-in-law), father (stepfather, father-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather (grandparents-in-law), granddaughter, grandson, sister (stepsister, sister-in-law), brother (stepbrother, brother-in-law), niece, nephew, aunt, uncle (aunts/uncles-in-law) and any person living in the household of the unit member.
- 9.4.3. Additional bereavement leave, including that for persons other than members of the immediate family is provided under Section 9.5.1., Personal Necessity Leave.

9.5 Personal Business

- 9.5.1 Unit members are entitled to five (5) days for personal leave [Appendix A] per school year. Days utilized for personal leave will be deducted from sick leave. If a unit member elects not to use sick leave, a deduction will be made from salary at the daily rate.
- 9.5.2 The District may, at any one time, limit personal business absences to the first five percent (5%) of the bargaining unit. Personal business leave may not be used for any concerted activity, such as a strike or Association activities; or for pursuit of other employment opportunities unless the unit member has received a layoff notice in that calendar year.

9.6 Personal Necessity

9.6.1. An additional seven (7) days of Personal Necessity Leave [Appendix A], earned under Section 9.3., Illness/Disability Leave, are provided and may be used at the unit member's election, for the purposes identified below, with the site administrator's verification of no adverse impact on students. The site administrator will be given advance notice of the leave, including duration, to the extent that emergencies or circumstances beyond the unit member's control do not preclude such notice. Days used under this section will be deducted from earned sick leave.

- 9.6.1.1 leave to attend the funeral of other than immediate family as defined in Section 9.4.2;
- 9.6.1.2. additional Bereavement Leave.
- 9.6.1.3 accident involving unit member's person or property or the person or property of a unit member's immediate family;
- 9.6.1.4. immediate family (as defined in Section 9.4.2) illness;
- 9.6.1.5. appearance in court as a litigant or as a witness under an official order; a copy of the court order or official evidence must be submitted as verification;
- 9.6.1.6. imminent danger to unit members property;
- 9.6.1.7. adoption of a child;
- 9.6.1.8 religious observance.

9.6.2 The Superintendent may grant approval for unusual circumstances not described in 9.6.1.

9.6.3 In unusual situations the superintendent may grant extended necessity leave, not to exceed earned sick leave, beyond the seven-day maximum.

9.6.4 If the unit member does not have any sick leave remaining in a given year, leave for reasons identified above and within the limitations of Section 9.6, may be taken and the deduction will be at the applicable substitute rate. If the unit member elects not to use sick leave for any of the preceding purposes, a deduction will be made from salary at the unit member's daily rate.

9.7 Family

This purpose of this section is provision of the rights afforded unit members under the federal Family and Medical Leave Act of 1993[Appendix A]. It is agreed that there is no intent to improve upon the benefits of the act and that any questionable interpretations of the language found in this section should be resolved through reference to the specific language contained within the act.

9.7.1 Definitions

- 9.7.1.1 Child: biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is either under eighteen years old or is an adult dependent child.

- 9.7.1.2 Parent: the biological, foster or adoptive parent, a stepparent, or parent or an individual who stood in loco parentis to a unit member when the unit member was a child; does not include in-laws.
- 9.7.1.3 Serious health condition: an illness or injury, impairment, or a physical or mental condition that requires inpatient care or a continuing treatment by a health care provider.
- 9.7.2 A unit member may elect to use all or a portion of accrued paid leave (refer to Article 9.3) for which the unit member is eligible under disability prior to using Family Leave for up to twelve (12) weeks within a (12) month period. Leaves may be continuous, intermittent, or accomplished through a reduced work schedule, provided they do not unduly disrupt the District's operation.
- 9.7.3 Family Leaves may be taken for the following reasons:
 - 9.7.3.1 the birth or adoption of a child;
 - 9.7.3.2 placement of a child for adoption or foster care;
 - 9.7.3.3 care for a seriously ill spouse, child or parent of the unit member;
 - 9.7.3.4 serious health condition that renders the unit member unable to perform job functions.
- 9.7.4 When possible the unit member will give the District at least thirty (30) days notice prior to the taking of leave.
- 9.7.5 The unit member will make a reasonable effort to schedule any treatment at a time that does not unduly disrupt the District's operation.
- 9.7.6 During the unpaid leave the District will continue to provide District-paid health and welfare benefits consistent with Article 14.1.2 of this Agreement.
- 9.7.7 The request for leave to care for self, child, spouse, or parent with a serious health condition will be supported by a certification from the health care provider of the person requiring care. The unit member will provide certification from his/her health care provider that he/she is able to resume work.
- 9.7.8 Upon return from leave the unit member will be restored to the same or similar position he/she held prior to the leave.

9.8 Industrial Accident

- 9.8.1 An industrial accident or illness, as used in this paragraph, is defined as an illness or injury that qualifies under State Workers' Compensation regulations as being work connected.
- 9.8.2 Eligibility: a unit member who has sustained a job-related injury or illness will report the injury or illness on the appropriate District form within 24 hours or as soon as physically practical. To be eligible for Workers' Compensation leave [Appendix A] a unit member claiming such leave will be examined by a health care practitioner approved by the District Workers' Compensation insurance carrier, or by his/her personal health care practitioner previously designated on a District form. The District's determination of eligibility for Workers' Compensation leave will be subject to review by the Workers' Compensation Appeal Board, if challenged.
- 9.8.3 The District reserves the right to have the unit member examined by her/his personal physician [Appendix C], at District expense, to assist in determining the length of time during which the unit member will be unable to perform regularly assigned duties and the degree to which such disability is attributable to the injury or illness involved. If the District has substantive reasons to challenge the results/recommendations of such examination, it may require that the unit member be examined by a physician paid for by the District, and selected by the unit member from a list provided by the District, to assist in making the determinations provided in this section.
- 9.8.4 Maximum allowable leave will be for sixty (60) days in any one fiscal year for the same accident/illness, during which time the unit member would have been performing assigned authorization duties for the District. Leave paid by Workers' Compensation will not be charged to regular sick leave.
- 9.8.5 Unused allowable leave will not be accumulated from incident to incident. The 60-day leave will commence on the first day of absence.
- 9.8.6 During any paid leave of absence for industrial injury or illness, the unit member will endorse to the District the temporary disability indemnity checks received. The District will issue the unit member regular salary warrants and deduct all legal and authorized deductions.
- 9.8.7 Workers' Compensation leave will be reduced by one day for each day of authorized absence regardless of any compensation award made under Workers' Compensation.
- 9.8.8 Any unit member receiving workers' compensation benefits may travel outside of the State of California for a period not to exceed thirty (30) days if approved by the Board of Education or its designee. The unit member will file his/her request to travel with the superintendent stating the reasons for travel, departure date, location, mailing address and return date.
- 9.8.9 The Board of Education or its designee may approve travel outside of the state in excess of thirty (30) days if:
- 9.8.9.1 The unit member files with the superintendent a verification from a health care practitioner that travel outside of the state in excess of thirty (30) days is necessary for medical care or treatment, or

- 9.8.9.2 The unit member verifies that care can be provided more reasonably in the home of a relative or friend. In such a case, the District may require periodic verification by a health care practitioner that the unit member is still disabled and unable to return to work.

9.9 Military

- 9.9.1 Pursuant to the Education Code provisions, military leave of absence [Appendix A] will be granted to unit members inducted into military service or serving on active service with the Reserves or National Guard. Unit members who are inducted into military service and those who have served in the Armed Forces of the United States of America will receive credit for such service if the service is or was performed after the unit member's actual, teaching experience or experience in another credential service, except that such service will not count toward the attainment of tenure. Any unit member who has been placed on the salary schedule in accordance with a previous salary schedule provision that recognized military service, no matter when it was performed, will be advanced on the salary schedule without penalty.

9.10 Catastrophic Leave Bank

- 9.10.1 Unit members may apply for and be eligible to receive catastrophic leave [Appendix N] pursuant to the following:
- 9.10.1.1 Definition: A catastrophic illness or injury is an illness or injury that is expected to incapacitate the unit member, or a member of his/her family, for an extended period of time. It also requires that the unit member needs to take time off from work to care for him/herself or the family member, and that taking time off work creates a financial hardship.
- 9.10.1.2 MEA is responsible for administering and awarding leaves from the Catastrophic Leave Bank. The MEA committee will recommend to the MEA Executive Board, and the Executive Board will determine to approve or deny the request. The MEA secretary will notify the district in writing of any days applied against the Catastrophic Leave Bank. (See Appendix N.)
- 9.10.2 Miscellaneous
- 9.10.2.1 Unit members receiving workers' compensation benefits for industrial illness/injury, will not be entitled to use the leave bank.
- 9.10.2.2 Approval or denial of leave bank requests will be final and not subject to the provisions of Article 12, Grievance Procedure.
- 9.10.2.3 District paid health and welfare benefits will continue while any unit member is using leave bank days.

9.11 Court Appearance Leave

9.11.1 When a unit member is subpoenaed as a witness in a case involving the school district, he/she will have time off [Appendix A] for appearance in court without loss of pay. No salary deductions will be made for absences if a unit member is under a subpoena in a court case in which he/she is not an interested party or a voluntary witness.

9.11.2 No salary will be paid in cases where a unit member is a voluntary witness appearing in his/her own interest, except as provided under personal necessity leave.

9.12 Jury Duty

9.12.1 As provided by law, a unit member is entitled to jury duty leave of absence [Appendix A] without loss of pay for the time she/he is required to perform jury duty during her/his regularly assigned working hours. Participation in jury duty will not result in a deduction from sick leave nor the attendance incentive.

9.12.2 Unit members called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court. Jurors' fees, exclusive of mileage and meal allowances, received by the unit member must be deposited to the credit of the District.

9.12.3 Unit members are required to return to work during any day on which jury duty services are not required. The District may require verification of jury duty.

9.13 Child Rearing

9.13.1 A unit member who is the natural or adoptive parent of a child is entitled to an unpaid leave of absence [Appendix A] for the purpose of rearing his/her child. Such leave will be for a period of time mutually agreed upon by the District and the unit member.

9.13.2 This leave will be granted provided the District receives notice four (4) weeks prior to the approximate date on which the leave is to commence.

9.14 General

9.14.1 An unpaid leave of absence [Appendix A] not to exceed one calendar year may be granted to a unit member on request for educational, professional growth, or personal reasons. The following terms and conditions must be met:

9.14.1.1 The unit member will submit a written request to the district office, in advance, specifying the number of days for which the leave is requested, the inclusive dates, and the reasons for which the leave is requested.

9.14.1.2 The request, if granted, must be approved by the member's immediate supervisor and by the superintendent.

9.14.2 Upon request, the unit member may be granted an additional leave not to exceed one (1) year.

9.14.3 A unit member who has been granted a leave of absence for personal reasons must return to work no earlier than the first work day following the last day of leave specified in the written request.

9.15 Conference

The Association and the District agree that attendance of unit members at conferences, workshops, observations and professional meetings directly relating to improvement of the educational program is valuable in improving the competency of each individual and thereby that of the District. Prior approval from the site administrator for attendance without salary deduction is required. [Appendix A]

ARTICLE 10

CLASS SIZE

10.1 Ratio

The average pupil teacher ratio on a District wide basis, except for those classes participating in class-size reduction (SB 1777), will not exceed 28 to 1 in grades K-8. These averages exclude all special unit members, i.e., Resource teachers, and Language and Speech teachers.

10.1.1 The base period for determination of pupil-teacher ratios for each school year will be the date marking the close of the first month attendance reports. Any growth in pupil attendance at the end of the base period will not require the District to increase teaching staff except as required by SB 1777.

10.1.2 No individual class, except physical education and foreign language classes, will exceed thirty-two (32) students for more than twenty (20) teaching days. Physical Education will not exceed seventy (70) students per two (2) teachers, averaged over five (5) periods; foreign language classes will not exceed thirty-five (35).

10.1.3 The District will attempt to maintain a pupil-teacher ratio at grades not impacted by SB 1777, of not more than twenty-eight (28) pupils in any combination class if classroom space is available and provided children will not be forced to attend a school other than that assigned.

10.1.4 In furthering the attempt to maintain pupil-unit member ratios at no more than those stated above, the District will review all approved or requested intraschool or interdistrict transfers during May of each school year so that overloading as a result of interdistrict/intraschool transfers may be avoided.

10.2 Legislative Changes

If there is any constitutional initiative or change in school funding, the District and the Association agree to reopen this article for negotiations within thirty (30) days after the parties have received information on the fiscal impact to the District from the San Mateo County Office of Education.

10.3 Full Inclusion

Inclusive education students are those with severe disabilities and special needs requiring unusual support, as identified by the IEP team, and who attend age appropriate education classes.

10.3.1 Any unit member who will be impacted by full inclusion; every attempt will be made to give at least three days (excluding weekends and holidays) notice in advance of student placements.

10.3.2 At each school with an inclusion student, an IEP team, composed of those who may be affected, will meet to ensure that the appropriate resources such as an aide/health assistant, defined by the IEP are provided.

- 10.3.3 The IEP team will develop solutions to problems unique to full inclusion including, but not limited to, physical space and teacher and parent concerns.
- 10.3.4 Unit members impacted by full inclusion will be offered opportunities to participate in appropriate training necessary for successful program implementation. Such training will be provided during release time or compensated pursuant to Article 14.
- 10.3.5 Teachers of inclusion students shall be chosen on a voluntary basis. If volunteers are insufficient, a unit member may be involuntarily assigned; however, when possible, these assignments will be rotated on an equitable basis, consistent with the best needs of students and with the goal of not placing an inclusion student to the same unit member a second time before all other unit members at the grade level involved have been assigned an inclusion student.

10.4 Combination Class

- 10.4.1 Combination grade level classes shall be kept to a minimum. Teachers of combination grade level classes shall be chosen on a voluntary basis. If volunteers are insufficient, a unit member may be involuntarily reassigned to teach the combination grade level class. Involuntary reassignments to combination classes shall be rotated on an equitable basis, consistent with the best needs of students, and with the goal of not assigning a unit member to a combination class a second time before all unit members at the two grade levels involved in the combination have been assigned a combination class.
- 10.4.2 Each unit member teaching a combination class shall receive one (1) release day per trimester for preparation and planning. The scheduling of the release day and location of the unit member on the release day shall be decided by mutual agreement of the unit member and the site administrator.
- 10.4.3 Representatives of MEA shall be included in the planning of class configurations for the subsequent school year.
- 10.4.4 MEA and the district agree to form a joint committee to address concerns of teachers who teach combination classes. Included in this committee's charge shall be the development of curriculum for use by combination class teachers.
- 10.4.5 The district shall provide staff development for teachers of combination classes. Staff development shall be offered to teachers of combination classes in the same manner and at the same rate of pay as other teachers receive staff development.

ARTICLE 11

SAFETY CONDITIONS OF EMPLOYMENT

11.1 Personal Safety

Unit members will not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well being. Upon notification, the District will make reasonable efforts to accommodate the unit member or eliminate or remedy any unsafe condition.

11.2 First Aid Requirements

The District will provide backpacks with first-aid kits, rubber gloves, Mylar blankets, and Emergency Information Cards for each classroom. First aid supplies will be available in several locations at the middle school. Each site will have a first aid team trained in CPR and first aid. Each site will have a supply of potable water.

11.3 Emergency Plans

Sites are expected to maintain emergency plans and contingency plans with staff input for all foreseeable emergencies. The site administrator is to update and review emergency plans with the staff at the beginning of each year. All staff hired subsequent to the review will be briefed on the emergency plan by the site administrator. Emergency drills will be held periodically throughout the year.

11.4 Insecticides or Poisons

If insecticides or poisons are used, the District will notify unit members of the names of the chemicals in advance of their use. The District will apply them only at times when unit members and pupils are not present.

11.5 Student Conduct

The District and the Association agree that students must be held accountable for their conduct at school.

After reviewing the cum folder of newly enrolled students, the site administrator will advise unit members at that site of documented incidents that, if repeated, could pose a threat to unit members, other students or employees.

11.5.1 A teacher may suspend any pupil in his/her class for any of the acts enumerated in Ed. Code Section 48900 [Appendix D], for the remainder of the day on which the incident occurred, and for the day following. The teacher will immediately report the suspension to the site administrator for appropriate action. As soon as possible, the teacher will ask the parent/guardian of the pupil to attend a parent-teacher conference regarding the suspension. Whenever practicable, a school counselor or school psychologist will attend the conference. A school administrator will attend the conference if the teacher or the parent/guardian so requests.

- 11.5.2 The pupil will not be returned to the class from which he or she was suspended, during the period of suspension, without the concurrence of the teacher of the class and the site administrator.
- 11.5.3 A pupil suspended from a class will not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this section will apply only to other regular classes scheduled at the same time as the class from which the pupil was suspended.
- 11.5.4 The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and tests during the suspension.
- 11.5.5 At the beginning of each school year, the District will provide each unit member a written description of the rights and duties of unit members with respect to student discipline.

11.6 Self and Student Protection

Unit members acting within the scope of their duties and responsibilities may exercise the amount of physical control reasonably necessary to protect themselves or protect the health and safety of pupils.

- 11.6.1 Unit members will report any physical or verbal assault against the unit member made as a consequence of the unit member's performance of his/her assigned duties. District administrators will not directly, or indirectly, attempt to inhibit or impede a unit member from filing a further report with the appropriate law enforcement authorities.
 - 11.6.1.1 The unit member will attempt to report the incident to the site administrator before contacting an outside agency. The site administrator will promptly report the incident to the appropriate law enforcement authorities and the superintendent.
 - 11.6.1.2 Within twenty-four (24) hours the unit member will submit a written report of the incident, with copies sent to the site administrator and superintendent.
- 11.6.2 The District will provide in service training, at the request of the unit member, on how to subdue pupils who may assault others, break up pupil fights, and/or use conflict intervention skills.
- 11.6.3 The District will provide legal and other appropriate assistance to unit members who may be assaulted while in performance of their duties pursuant to the extent of the District's liability insurance.
- 11.6.4 A unit member injured as a result of an assault while acting in an official capacity will be eligible to apply for industrial accident benefits.

11.7 Compliance with Sexual Harassment Policies

Unit members will comply with all provisions of the District's Sexual Harassment Policy [Appendix E] with regard to both adults and students, including but not limited to obligations to report incidents and appropriate supervision of students.

11.8 Suspected Child Abuse

It is the individual responsibility of each unit member to report every incident of suspected child abuse. No supervisor or administrator may impede or inhibit such reporting duties (Appendix F1). The responsibilities and procedures concerning child abuse are included in Penal Code Section 11166.5 and Board of Education Policy. [Appendix F2]

ARTICLE 12

TRANSFERS AND REASSIGNMENTS

12.1 Definitions

- 12.1.1 Assignment: The grade level or levels and subjects taught or services performed by a unit member at the particular site.
- 12.1.2 Reassignment: A change in assignment.
- 12.1.3 Transfer: A change that results in the movement of a unit member from the assignments held at a particular site to another site.
- 12.1.4 Voluntary Transfer: A transfer initiated by a unit member.
- 12.1.5 Involuntary Transfer: A transfer initiated by the District.
- 12.1.6 Vacancy: Any open position available after completion of reassignments which will require service for seventy-five percent (75%) or more of the school year, and will be filled by initial assignment or transfer.
- 12.1.7 Seniority: The length of service in the District as determined by original date of hire.

12.2 Posting of Vacancies

- 12.2.1 Beginning May 15 and continuing until the close of the regular school year, all known unit vacancies will be posted in all faculty rooms or other prominent locations at the work site and District Office to enable unit members to apply for vacant positions. All notices of vacancies will be posted no less than five (5) days. A copy of such notice will be sent to the Association president at the time of the posting.
- 12.2.2 Any unit member wishing to be notified of any vacancies after the close of school will specify the type of vacancy and provide appropriate notification information to the Superintendent or designee before the close of school.
- 12.2.3 After the close of school, vacancies will be posted in the District Office until September 1. Vacancies occurring after August 15 will be open only until filled, except that the District will make every effort to contact those unit members who have requested notification of such vacancies and provide those unit members opportunities to apply.
- 12.2.4 All qualifications for a vacant position will be stated in the notice of vacancy. The District retains the right to establish the relevant qualifications on a case-by-case basis. Such notice will specify the final date for unit applications and the initial date of posting.
- 12.2.5 Selecting unit members for vacant positions will be based on the following criteria: certification of unit member; special requirements for a vacancy as shown on the job announcement; unit member's teaching experience in a subject matter; grade level; major/minor field of study; and documented strengths or weaknesses; and seniority.

12.3. Voluntary Transfer

- 12.3.1 A unit member will initiate a voluntary transfer [Appendix G] for the subsequent school year by written notification to the superintendent within the time limits required on the posting of vacancy.(Section 12.2)
- 12.3.2 Unit members who have applied for vacancies will be interviewed, provided they meet the qualifications specified on the notice of vacancy and have submitted their applications prior to the deadline specified on the notice.
- 12.3.3 In the event candidates for a position are substantially equal based on the criteria specified in Section 12.2.5 above, the candidate with the greater seniority will be selected.
- 12.3.4 When application is made for a voluntary transfer to take effect at the beginning of the next school year, the unit member will be notified no later than the last day of the school year, or as soon thereafter as possible, whether or not his/her application for voluntary transfer was accepted.
- 12.3.5 If a voluntary transfer request is denied and the unit member requests reasons for the denial, the appropriate site administrator will meet with the unit member to discuss the specific reasons. Upon the unit member's request, an Association representative shall attend this meeting.
- 12.3.6 Unit members who qualify under the criteria set forth in Section 12.2.5. above will be interviewed and considered for a posted position prior to the interview and consideration of qualified non-unit applicants.

12.4 Involuntary Transfer/Reassignment Procedure

- 12.4.1 An involuntary transfer/reassignment may be initiated by the District due to: changes in enrollment; school closure and openings; staffing shortages or surpluses within a school and/or department; or specified instructional needs.
- 12.4.2 The District will seek volunteers before involuntarily transferring/reassigning a unit member to fill a vacancy. Unit members to be involuntarily transferred will have the right to indicate preferences in writing from a list of known vacancies. The superintendent or designee will honor such preferences, unless extenuating circumstances exist, in accordance with section 12.2.5 that specifies the criteria for selecting unit members for vacant positions.
- 12.4.3 Written notice of an involuntary transfer/reassignment, and specific reasons when requested by the unit member, will be given to the unit member during a conference with the originator of said change prior to a final involuntary transfer. Five (5) workdays notice will be given before the transfer takes effect, unless waived by mutual agreement.
- 12.4.4 If an involuntary transfer preference or a reassignment request is denied and the unit member requests reasons for the denial, the appropriate site administrator will meet with the unit member to discuss the specific reasons.

12.4.5 Unit member(s) involuntarily transferred will be placed in open positions as comparable as possible to the previously held position as long as it does not unduly disrupt the master schedule.

12.4.6 No unit member will be involuntarily transferred/reassigned more than once in three (3) years unless a school is closed or enrollment patterns or attendance boundaries change.

12.4.7 Unit members involuntarily transferred/reassigned due to school closure, changes in enrollment patterns and/or declining enrollment will receive first consideration should they apply for a vacancy at another site.

12.4.8 No unit member will be involuntarily reassigned to create a vacancy for a unit member who will be reassigned to improve performance.

12.5 Relocation Assistance

12.5.1 Moving Assistance - Upon request, the unit member will receive moving assistance.

12.5.2 Preparation Time for Move - Upon request, the unit member will receive reasonable preparation time of up to two (2) days for transfer and/or reassignment taking place after the first day of the school year.

12.6 Long-Term Vacancies

If an unexpected, long-term vacancy occurs during the school year, the District will make every effort to fill such vacancy in a manner that is least disruptive to affected school sites. The District will meet and consult with affected staff and the Association prior to filling the vacancy to receive input and suggested alternatives and solutions that best meet the needs of students.

ARTICLE 13**EVALUATION****13.1 Evaluation Procedure**

On or before October 30 of each year, the evaluator and the unit member will meet and determine the elements to be included in the mutually agreed upon goals.

- 13.1.1 The professional goals may be modified by mutual agreement between the evaluator and the unit member.
- 13.1.2 Every probationary unit member will be evaluated, in writing, by the designated administrator at least once each school year, not later than March 15. Probationary special education unit members will be evaluated jointly by the designated site administrator and the Director of Special Education.
- 13.1.3 Every permanent unit member will be evaluated, using the appropriate form, [Appendix H] at least once every two-(2) years, no later than thirty (30) days prior to the end of the school year. The designated site administrator will evaluate permanent special education teachers. The superintendent/designee may request the Director of Special Education to jointly evaluate the permanent special education unit member along with the designated site administrator.
- 13.1.4 The evaluation of each unit member, will be based, in part, upon classroom observation(s). The type of activity or instruction being observed will govern the length of the observation(s). The classroom observation form (Appendix H) will be discussed with each unit member following an observation. More than one observation is necessary if unsatisfactory ratings are to be recorded in the completed evaluation form that becomes a part of the unit member's permanent personnel record. Subsequent evaluations will reflect any progress made by the evaluatee and the evaluator in working on indicated areas needing improvement.
- 13.1.5 The evaluator will base his/her evaluation of a unit member on information resulting from direct observation. The evaluator will evaluate and assess unit member competency as it reasonably relates to:
 - 13.1.5.1 the progress of pupils toward the standards of expected student achievement at each grade level in each area of study;
 - 13.1.5.2 the instructional techniques and strategies used by the unit member;
 - 13.1.5.2 the unit member's adherence to curricular objectives;
 - 13.1.5.4 the establishment and maintenance of a suitable learning environment within the scope of the unit member's responsibilities;
 - 13.1.5.5 assessment of other duties normally required to be performed by the unit member as an adjunct to regular assignments.

- 13.1.5.6 The evaluation and assessment of unit member competence pursuant to the Stull Act Evaluation Procedure will not include the use of publishers' norms established by standardized tests.

13.2 Environment

In evaluating, the evaluator will take into account those aspects of the physical environment or other work conditions over which the evaluatee has no control but which can reasonably be expected to have a significant effect on his/her job performance.

13.3 Assistance

In the case of negative evaluation(s), or if any problems are noted as per 13.1, the evaluator will take positive action to assist the unit member in correcting any cited deficiencies.

13.3.1 The evaluator's role to assist the unit member will include but will not be limited to the following:

- 13.3.1.1 Specific recommendations for improvement which clearly identify the evaluator's expectations and when they will be accomplished.
- 13.3.1.2 Direct assistance to implement such recommendations.
- 13.3.1.3 Provision of additional resources, without cost to the unit member, to be utilized to assist with improvements if necessary.
- 13.3.1.4 Techniques to measure improvement.
- 13.3.1.5 Time schedule to monitor progress.

13.4 Unit Member Files

13.4.1 Materials in the personnel file of a unit member, except as noted below, will be made available for inspection by the unit member involved. Upon written authorization by the unit member, an Association representative may review the unit member's file or accompany the unit member in his/her review of the file. Material which may be excluded from inspection will be limited to ratings, reports, or records which were obtained prior to the employment of the unit member involved; were prepared by identifiable examination committee members; or were obtained in connection with a promotional examination.

13.4.2 Unit members will have the right to inspect and obtain a copy of personnel file materials, upon request.

13.4.3 There will be a single personnel file for each unit member. Personnel files will be kept in the central administrative office of the District.

13.4.4 Information of a derogatory nature, will not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. A unit member will have the right, within sixteen (16) workdays, to enter and have attached to any such derogatory statement her/his own comments thereon. Such review will take place during normal business

hours, and if necessary the unit member will be released from duty preceding or following the instructional day for this purpose without salary reduction.

- 13.4.5 All material placed in a unit member's personnel file will be dated and signed by the person who caused the material to be prepared.
- 13.4.6 Access to a unit member's personnel file will be limited to a "need to know" basis. Access authorization must be obtained from either the superintendent or personnel officer. The contents of all personnel files will be kept in strictest confidence. The District will keep a log indicating the persons who have made a request to examine a personnel file, as well as the dates such requests were made. Such log will be available for examination by the unit member or his/her authorized Association representative.

ARTICLE 14

WAGES AND BENEFITS

Current wage and benefit schedules are attached as Appendix J

14.1 Fringe Benefits

14.1.1 Unit members on unpaid leave or disability retirement may pay for their benefits (through the District) subject to the approval of the insurance carrier.

14.1.2 The District's payment to CalPERS for each unit member will be \$1212.00 per year (\$101.00 per month, 12 months) or the current administrative cost. In addition, the District will make payments to insurance companies from the amount each unit member is entitled to from the negotiated health & welfare benefits on behalf of unit members in an amount which, when added to the administrative cost per month, will provide the following total monthly contribution:

14.1.2.1	Unit member	\$475.00 per month (effective 1/1/08)
14.1.2.2	Unit member plus one	\$575.00 per month (effective 1/1/08)
14.1.2.3	Family	\$675.00 per month (effective 1/1/08)

14.1.3 The District contribution for unit members employed less than full-time will be prorated.

14.1.4 Unit members may choose to have payroll deductions made for the following health and welfare benefits plans (Appendix B): CalPERS Medical Plan, Delta Dental Service, VSP Vision Plan, Provident Group Life, Provident Income Protection, Mutual of Omaha Income Protection (only for pre-existing plans), American Fidelity Life Insurance, American Fidelity Disability, American Fidelity 125 Plan, and other plans negotiated by the District and the Association.

14.2 Stipends for Advanced Degrees

14.2.1 Effective July 1, 2005, holders of a Masters Degree will receive \$1150 in addition to the salary schedule for their group and class.

14.2.2 Effective July 1, 1999, holders of a Doctors Degree will receive \$1,200 in addition to the salary schedule for their group and class.

14.3. Accident and Illness Credit

No unit member will be denied progress on a regular salary schedule because of loss of working time up to one (1) year from date of accident or illness which has been certified by the unit member's health care provider.

14.4 Prior Experience

Credit will be allowed on a year-for-year basis up to a maximum of ten (10) years of service credit for new hires. Any time served with the District as a temporary, probationary, or permanent unit member will count toward salary placement if the number of days served within a particular year equals at least seventy-five percent (75%) of the teaching days.

temporary, probationary, or permanent unit member will count toward salary placement if the number of days served within a particular year equals at least seventy-five percent (75%) of the teaching days.

14.4.1 Public and private school experience for placement on the salary schedule shall be accepted, providing that the private school was accredited and the unit member held a valid credential at the time of the teaching experience and that the assignment, duties, school day, and school year of the private school experience are comparable to a public school experience.

14.5 Longevity Bonuses - after Step 12 with 75 units

- 14.5.1 1st Longevity - year 15
- 2nd Longevity - year 18
- 3rd Longevity - year 21
- 4th Longevity - year 24
- 5th Longevity - year 27

14.6 Extra Duty Pay

14.6.1 Participation in instructional or hourly co-curricular programs beyond the regular workday will be voluntary. (Some examples of instructional or hourly co-curricular positions include: home teaching, substitution, supervision of after school events, and summer school.)

14.6.2 Unit members performing instructional or co-curricular work beyond the regular workday or work year will be paid \$35 per hour [Appendix I], or offered salary credit, for any District-sponsored curriculum development work and staff development training that is scheduled outside the regular school day or work year, effective January 1, 2003. "District-sponsored" means curriculum development work and staff development training offered and approved by the District that is (1) directly related to the District's annual goals for professional growth, (2) presented by presenters who are District personnel or District contractors, and (3) held at a District site.

14.7 Outdoor Education Stipend

A stipend of \$300 will be paid to unit members accompanying classes to Outdoor Education (four nights).

14.8 LDS/CLAD, SB 1969, and BCC/BCLAD Stipends

Holders of a language development specialist (LDS) or cross-cultural language and academic development (CLAD) certificate issued by the Commissioner on Teacher Credentialing or the SB 1969 certificate will receive an annual stipend in the amount of \$500 in addition to the salary schedule for their group and class. Unit members who have the bilingual certificate of competency (BCC) or bilingual cross-cultural language and academic development (BCLAD) certificate will receive an annual stipend of \$1,000.

14.9 Staff Development Stipend

Unit members who are selected as presenters for District-sponsored staff development will be compensated [Appendix I] for their preparation time at the rate of \$35 per hour in the proportion of two hours of preparation for each hour of presentation effective January 1, 2003.

14.9.1 During school hours:

For a one-(1) hour presentation, two (2) hours of preparation time is credited; two (2) hours of extra duty pay (for prep time).

For a two-(2) hour presentation, four (4) hours of preparation time is credited; four (4) hours of extra pay (for prep time).

14.9.2 After school hours

For a one (1) hour presentation, two (2) hours of preparation time is credited; result is three (3) hours of extra duty pay (one [1] hour presentation + two [2] hours of prep time).

For a two (2) hour presentation, four (4) hours of preparation time is credited; six (6) hours of extra duty pay (two [2] hour presentation + four [4] hours of prep time).

14.10 Salary

Negotiated salary settlement, Retirement Benefits, and Health & Welfare Benefits for 2003-04 is attached as Appendix J.

14.11 Professional Growth Salary Credit

The maximum number of annual college or university units for which salary credit will be granted is 9 semester units during the period September 1 - June 30 or 15 semester units during the period September 1 - August 31, except with prior approval of the Professional Growth Committee.
[Appendix K]

ARTICLE 15

GRIEVANCE PROCEDURE

As problems arise, good morale is maintained by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances, which from time to time, arise. The proceedings used to effect a solution will be kept as informal and confidential as may be appropriate at any level of the procedures.

15.1 Definitions

15.1.1 "Grievance" is a claim by one or more unit members of an alleged violation, misinterpretation, or misapplication of a specific provision of this Agreement that directly affects the grieving unit member(s). The right of the Association to be a grievant is limited to those circumstances in which the Association files on behalf of unit member(s) asserting a grievance or regarding provisions of this Agreement delineating rights reserved exclusively to the Association.

15.1.1.1 A "group grievance" may be filed on behalf of more than one specifically named unit member.

15.1.1.2 The grievance procedure does not apply to and a grievance cannot be filed over:

15.1.1.2.1 any proceedings for the dismissal of permanent teachers or the release/non-election of probationary or temporary teachers;

15.1.1.2.2 any proceedings for the layoff of teachers;

15.1.1.2.3 the content of an evaluation (as opposed to alleged violation, misinterpretation, or misapplication of procedural matters).

15.1.2 "Party in Interest" is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

15.1.3 "Immediate Supervisor" is the lowest level administrator having immediate jurisdiction over the grievant and who has been designated to administer grievances.

15.1.4 "Day" is a day the District Office is open for business excluding winter and spring breaks.

15.1.5 "Filed," as used in this Article or any other term used to denote a deadline for utilizing this grievance procedure, means the date of mailing if sent by registered or certified mail or the date marked "received" by the addressee if sent by first-class mail or personally delivered.

15.2 Informal Level

Before filing a formal grievance, the grievant(s) will attempt to resolve it by an informal conference with his/her/their immediate supervisor.

15.3 Level I - Immediate Supervisor

15.3.1 Within ten (10) days after the recognition of an act or omission giving rise to the grievance, the grievant(s) must present his/her/their grievance, in writing, on the appropriate form to his/her/their immediate supervisor. This account will be a clear, concise statement of the grievance, the section of the contract claimed to have been violated, the circumstances involved, the decisions rendered at the informal conference, and the specific remedy sought. [Appendices L1 and L3]

15.3.2 Within ten (10) days after receiving the grievance, the administrator will communicate his/her intended decision and reasons in writing to the unit member(s) with a copy for the Association, unless confidentiality has been specifically requested by the grievant.

15.3.3 Within the above time limits, either party may request a personal conference. If the administrator does not respond within the time limit, the grievant(s) may appeal to the next level.

15.4 Level II - Superintendent/Designee

15.4.1 If the grievant(s) is/are not satisfied with the written decision at Level I, he/she/they may file the grievance, in writing, with the superintendent/designee within ten (10) days after the written response from the immediate supervisor was due. This statement, written on the appropriate form, will include a copy of the original grievance and appeal, the decisions rendered, and a clear, concise statement of the reasons for the appeal at Level II. [Appendices L2 and L3]

15.4.2 Within (10) days of receiving the grievance, the superintendent/designee will meet with the grievant in an effort to resolve the grievance. A written decision and its rationale regarding the grievance will be delivered to the grievant and the Association no later than ten (10) days after this meeting.

15.5 Level III - Board of Education

15.5.1 If the grievant(s) is/are not satisfied with the decision at Level II, he/she/they may, within ten (10) working days, submit a request in writing to the superintendent for submission to the Board of Education. The statement will include a copy of the original grievance, all decisions rendered, and a clear, concise statement of the reasons for the appeal. The grievance will be heard by the Board of Education at its next regular meeting in closed session after receipt of the grievance material. [Appendix L1, L2, and L3]

15.5.2 The Board of Education will render its decision within ten (10) working days after its meeting to hear the appeal. Specific written reasons will be given for the denial of the appeal. [Appendix L3]

15.5.3 In the event the Association is not satisfied with the decision at Level III, the Association may, within ten (10) days, submit a written notice [Appendix L4] to the superintendent of its intent to arbitrate the dispute.

15.6 Level IV - Arbitration

- 15.6.1 Upon timely notice (Appendix L5) by the Association that the grievance will be submitted to arbitration, the parties may agree on an arbitrator or request a list of arbitrators from the California State Conciliation Service in accordance with the State Conciliation Service procedures. By allowing each party in turn to strike out one (1) name until only one (1) name remains, the parties will choose the arbitrator. The determination of the party to strike first will be by lot.
- 15.6.2 The fees and expenses of the arbitrator and the hearing will be borne equally by the District and by the grievant. All other expenses will be borne by the party incurring them.
- 15.6.3 The arbitrator will, as soon as possible, hear evidence on the issue(s) submitted to him/her. If the parties cannot agree upon a submission agreement, the arbitrator will determine the issues by referring to the written grievance and the answers thereto at each step.
- 15.6.4 Within thirty (30) days after conclusion of the hearing, the arbitrator will render an award in writing to the parties in interest. Such award will be binding on all parties in interest.
- 15.6.5 Limitations of the Arbitrator:
- 15.6.5.1 The arbitrator may not decide any issue not submitted and may not interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties in the presence of each other and upon arguments presented in briefs.
 - 15.6.5.2 Arbitrators may not award remedies that require a direct money payment (payout) by the District of more than \$5,000 to the grievant or other unit members similarly situated even if they were not grievants. In cases where the potential aggregate award exceeds \$5,000, the grievant or Association may seek remedy in any court of competent jurisdiction; the District waives any requirement for utilization of the grievance procedure in such cases.
 - 15.6.5.3 The grievance procedure may not be utilized to challenge or change the policies of the District as set forth in the Board of Education policies, administrative regulations, and procedures. Challenges to such matters must be undertaken under separate legal processes.
 - 15.6.5.4 The arbitrator will have no power to add to, subtract from, or modify the terms of this Agreement.

15.7 General Provisions

- 15.7.1 The grievant may be represented by the Association at each step of the grievance procedure. Representatives must be designated in writing and such designations will be entered on the grievance form at the Level at which representation is provided.

- 15.7.2 Time limits may be reduced or extended by written, mutual agreement. Time limits for appeal provided in each level will begin the day following the receipt of the written decision by the grievant.
- 15.7.3 Any grievance not appealed to the next step of the procedure within the prescribed time limits will be considered settled on the basis of the answer given in the preceding step.
- 15.7.4 If it appears that an alleged violation of the contract affects a group of unit members, the superintendent and the unit members may agree to process the grievance beginning at Levels II or III.
- 15.7.5 The District will not take disciplinary action or reprisal of any kind against unit members involved in grievance processing.
- 15.7.6 No records dealing with the processing of a grievance will be kept in the personnel files of any member of the unit.
- 15.7.7 Efforts will be made to resolve a grievance(s) before the closing of the current school year. This provision is limited to those factors over which the grievant(s) and the District have direct and substantial control.
- 15.7.8 A grievance involving an action by an administrator above the level of site administrator or manager may be filed at Level II.
- 15.7.9 If the Association and the superintendent/designee agree in writing, the grievance may be brought directly to arbitration.
- 15.7.10 A grievance may be withdrawn at any level without establishing a precedent.
- 15.7.11 Grievance forms will be developed jointly by the Association and the District. The official form must be used to file the Level I formal written grievance. For appeals and/or responses to subsequent levels, no form need be used; however, the letter or memorandum of appeal will include the following information: level of the procedure, date of appeal, and a brief statement explaining why the District's most recent response is unsatisfactory.
- 15.7.12 No party may be permitted to assert any grounds (or evidence) before the arbitrator that was not previously disclosed to the other party. The arbitrator will consider only those issues raised by the parties in interest.
- 15.7.13 The District will provide release time for an Association representative, witnesses, and up to two (2) grievants.
- 15.7.14 The parties in interest agree to make available to each other all pertinent information not privileged under law or Board of Education policies in their possession or control and which is relevant to the issues raised by the grievance.
- 15.7.15 A disclosure meeting between the parties must take place prior to the arbitration for the purpose of presenting any other grounds or evidence not previously disclosed.

Failure to hold such a meeting (due to the perceived lack of additional grounds/evidence) or to present additional grounds/evidence at such a meeting will not preclude the assertion of further grounds/evidence at the arbitration so long as the parties comply with sections 15.7.12 and 15.7.14 above.

- 15.7.16 Any unit member may at any time present a grievance to the District and have such grievance adjusted without the intervention of the Association. The Association must be notified of all grievances filed upon receipt by the District. Any resolution must be reached prior to arbitration and will not be inconsistent with the terms of the Agreement. The District will not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 15.7.17 The Association has the exclusive right to determine whether or not a grievance may be submitted to arbitration.

ARTICLE 16

COMPLAINT PROCEDURE

16.1 Written Complaints

16.1.1 Any written complaint or any complaint considered of a sufficiently serious nature to warrant an investigation must be reported to the unit member within five (5) days of receipt. The affected unit member or the District may initiate an investigation.

16.2 Investigation

16.2.1 The investigation will include collection of information from the unit member and the complainant and a reasonable effort to collect any related documentation and interview appropriate witnesses.

16.2.2 The unit member may request that her/his immediate supervisor attempt to schedule a meeting between the unit member, the complainant, and the immediate supervisor. At the request of the unit member, an Association representative may be present. The immediate supervisor may also request a meeting. If the complainant refuses to attend the meeting, the fact shall be noted and the disposition of the complaint will comply with Section 16.3.

16.2.3 If the matter is resolved at the meeting to the satisfaction of the unit member and the complainant and there has been an investigative determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no record of the complaint will be maintained.

16.2.4 If, as result of an investigation and meeting, the immediate supervisor determines that the complaint has been substantiated, he/she will counsel with the unit member and attempt resolution with the complainant while concurrently supporting the unit member to the greatest degree possible.

16.3 Disposition

16.3.1 Complaints that are false or not substantiated will neither be placed in the unit member's personnel file nor used in any evaluation or disciplinary action against the unit member.

16.3.2 Any complaint that is fully investigated and substantiated as serious and/or a recurring violation of rules, regulations or policies, may be placed in the unit member's personnel file pursuant to Article 20.

16.3.3 All information or proceedings regarding any complaint are confidential and may be shared only on a need-to-know basis.

ARTICLE 17

PEER ASSISTANCE AND PEER REVIEW (PAR)

The Association and the District are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. Teachers referred to the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful standard. Beginning and new teachers will be provided support and inservice training during their first two years of service in the District. Any teacher or a group of teachers having a particular need can get assistance through this program.

17.1 Definitions

17.1.1 Joint Panel serves as the governing body of the PAR program.

17.1.2 Consulting Teacher (CT) is a teacher who provides assistance to a Referred Participating Teacher and/or Beginning/New Teachers pursuant to the PAR program.

17.1.3 Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his/her instructional skills, classroom management, knowledge of subject, and/or related aspects of his/her teaching performance as a result of an unsatisfactory final evaluation in either of the following areas:

17.1.3.1 Curriculum—Knowledge of Subject Matter

17.1.3.2 Instructional Techniques & Strategies—Methods and Techniques

17.1.4 Support Provider (SP) is a teacher who provides assistance to Beginning/New Teachers.

17.1.5 Beginning Teacher/New Teacher to the District is a unit member who is required to participate in the BTSA program as a first- or second-year teacher.

17.1.6 Professional Development Teacher is a teacher who provides inservice training or assistance to an individual teacher or to a group of teachers in a specific curriculum area as needed. The BTSA Coordinator in consultation with the site administrator(s) will make recommendations to the Joint Panel as to the selection of the Professional Development Teacher.

17.2 Joint Panel

17.2.1 A Joint Panel shall be established and will be comprised of 3 classroom teachers, 2 administrators, and the BTSA Coordinator. The BTSA Coordinator will serve in an advisory capacity and will not be a voting member of the Panel.

17.2.1.1 The Executive Board of the Association is responsible for appointing classroom teachers to serve as Joint Panel members.

17.2.1.2 The administrator Panel Members shall be appointed by the Superintendent.

- 17.2.1.3 Panel Members shall be chosen no later than May 1. Initially, two classroom-teacher Panel Members shall serve for 3 years and one shall serve for 2 years. All subsequent terms shall be for 3 years.
- 17.2.1.4 The BTSA Coordinator will also be a Support Provider for Beginning/New Teachers as needed.
- 17.2.1.5 Funds will be budgeted from PAR to cover 50% of the BTSA Coordinator's salary and benefits.
- 17.2.2 The Joint Panel shall meet at least quarterly, at a time determined by the Panel. Meetings may occur during the workday and release time will be provided. If meetings occur outside of the regular workday, the unit members will be paid an hourly rate per 14.6.2. If meetings are scheduled outside of the contract work year, the compensation for unit members will be their per diem rate.
- 17.2.3 The Joint Panel shall be responsible for the following:
 - 17.2.3.1 Establishing rules and procedures to effect the provisions of this program. Said rules and procedures will be consistent with the provisions of this agreement and to the extent there is an inconsistency, the agreement will prevail.
 - 17.2.3.2 Adopting an annual budget incorporating the stipulated funds as defined in 17.3.6 and 17.3.7 as well as funds needed for conferences, visitations, materials, etc.
 - 17.2.3.3 Providing necessary training to implement the PAR and BTSA programs.
 - 17.2.3.4 Selecting PAR Consulting Teachers/BTSA Support Providers by June 1 for the following year depending upon need.
 - 17.2.3.5 Reviewing the final reports prepared by the Consulting Teacher.
 - 17.2.3.6 Reporting to the Governing Board regarding the Referred Teacher's participation in the PAR program.
 - 17.2.3.7 Evaluating annually the impact of the PAR program in order to improve the program.
- 17.2.4 All proceedings and materials related to evaluations, reports, and personnel matters shall be strictly confidential.
- 17.2.5 Joint Panel teacher members shall be provided reasonable release time for training regarding their duties and for observing Consulting Teacher/Support Provider applicants.
- 17.3 Consulting Teachers (CT)/Support Providers(SP)
 - 17.3.1 Classroom teachers shall file an application to become a CT and/or SP no later than April 1 of each year and shall meet the following qualifications:
 - 17.3.1.1 Be a permanent classroom teacher;

- 17.3.1.2 Possess substantial recent experience in classroom instruction;
- 17.3.1.3 Demonstrate exemplary teaching ability which includes effective communication skills, subject-matter knowledge, and a mastery of a range of teaching strategies to meet pupil needs in different contexts.
- 17.3.2 CT/SP shall be appointed for a one-year term but may reapply.
- 17.3.3 Consulting Teachers shall prepare at least 2 peer review reports and a final summary report per school year on the Referred Participating Teacher they assist. These reports shall be submitted to the Joint Panel, the principal of the Referred Participating Teacher, and the Referred Participating Teacher. All such reports will be discussed with the Referred Teacher to receive his/her input and signature before the reports are submitted to the Joint Panel. The Referred Teacher's signature does not necessarily mean agreement but rather that he/she has received a copy of the Report. The scope of these reports is meant to be totally objective and not evaluative in any way. The reports shall consist solely of:
 - 17.3.4.1 A description of the assistance provided by the CT;
 - 17.3.4.2 A description of the Referred Teacher's participation in the program;
 - 17.3.4.3 A log recording the dates of the meetings, time spent, and topics covered.
- 17.3.5 CT/SP shall be paid a yearly stipend according to 17.3.6, provided that no CT/SP shall be assigned to receive a total stipend of more than \$3,000 calculated on a yearly basis. The stipend shall be paid in 2 equal installments. The first one will be in the December check and the second one in the May check.
- 17.3.6 Stipends for CT/SP are based on full-year participation of staff. If staff participates for less than one full year, stipends will be prorated. The basis for stipends follows:
 - 17.3.6.1 For service to a Beginning Teacher/New Teacher \$1,500 for each
 - 17.3.6.2 For service to a Referred Participating Teacher \$1,500 for each
 - 17.3.6.3 For the Professional Development Teacher \$35/hour (effective January 1, 2003) per Articles 14.6.2 and 14.9
- 17.3.7 Maximum caseloads for CT/SP
 - 17.3.7.1 SP Full-time teacher (1.0 FTE) ----- 2 Beginning/New Teachers
 - 17.3.7.2 CT Full-time teacher (1.0 FTE) ----- 1 Referred Participating Teacher
1 Beginning/New Teacher

17.4 Referred Participating Teacher

17.4.1 Referred Participating Teachers shall be provided:

- 17.4.1.1 Clearly written performance goals by his/her evaluator which are aligned with pupil learning and consistent with the Stull Act and the California Teaching Standards;
- 17.4.1.2 A minimum of 3 Consulting Teacher observations during classroom instruction;
- 17.4.1.3 Reasonable training and other support as needed to assist improvement in teaching skills and knowledge;
- 17.4.1.4 The opportunity to prioritize up to 3 CT candidates. The Joint Panel shall review the list of preferences and shall assign a CT;
- 17.4.1.5 The right to have representation from the Association at all conferences and meetings;
- 17.4.1.6 The right to submit a written response within 10 days and have it attached to any report by the CT;
- 17.4.1.7
- 17.4.1.8 The right to request a meeting with the Joint Panel.

17.5 A cooperative relationship between the CT and the principal/evaluator shall be expected and strongly encouraged by the Association and the District. The principal shall retain the responsibility for evaluation, pursuant to Article 13.

17.6 The Association and the District shall jointly monitor the development and implementation of this program.

17.7 This article shall be in compliance with Education Code requirements regarding Peer Assistance and Review. Based upon legislative modification or deletion of the PAR program, the Association and the District agree to negotiate the effects of these actions.

17.8 The Association and the District agree that expenditures for the program shall not exceed revenues received from BTSA and PAR funds.

17.9 Training for Consulting Teachers, Support Providers, and Joint Panel Teachers

17.9.1 If inservice training takes place outside of the contract work year, these teachers shall be compensated at their per diem rate. If inservice takes place outside of the regular work day, the unit members will be paid an hourly rate per §14.6.2.

ARTICLE 18

PROFESSIONAL COURTESY

(Concerns by Unit Members Regarding Supervisors or Other District Unit members)

18.1 Informal Level

18.1.1 A unit member who has a concern regarding an action by a District supervisor or other employee will, as a matter of professional courtesy, first address such a concern with the individual who will respond as soon as practicable by discussing the matter with the unit member, seeking a mutually acceptable solution.

18.1.2 Such an attempt at resolution will normally take place within ten (10) working days of the issue causing the concern or unit member awareness of the issue causing the concern.

18.1.3 In cases of sexual harassment by the immediate supervisor or another employee, the unit member may request assistance from the superintendent and has the right to request Association assistance.

18.2 Assistance by Immediate Supervisor

18.2.1 In the event there is no mutually acceptable solution or if the unit member feels the matter is of such a nature that direct discussion would be inadvisable, the unit member may refer the problem to the unit member's immediate supervisor.

18.2.2 The supervisor will meet with the unit member against whom the concern has been raised, become thoroughly familiar with the issue, and will seek a mutually acceptable solution.

18.2.3 If the concern is regarding an action by the immediate supervisor of the unit member or a higher level administrator, the unit member may request that an Association representative may be present.

18.3 Assistance by the Superintendent

18.3.1 In the event resolution of the problem is not achieved at the immediate supervisor level, the unit member may request, in writing, a meeting with the superintendent. The request should include:

18.3.1.1 the specific nature of the concern and a brief statement of the facts giving rise to it;

18.3.1.2 the nature and extent of the adverse effect of the situation giving rise to the concern;

18.3.1.3 a brief summary of the results of prior meetings, the specific action that the unit member wishes taken, and the reasons why it is felt that such action should be taken.

18.4 Investigation with Resolution

18.4.1 If the matter is resolved at the meeting to the satisfaction of the unit member and there has been a determination that there have been no serious and/or recurring violations of rules, regulations, policies, or laws, no further steps will be taken.

18.4.2 Once the issue is resolved, the unit member will make every effort to resume a professional relationship without further references to the problem unless it recurs.

18.5 Investigation without Complainant Resolution

18.5.1 If the matter is unresolved and the concern is regarding actions by another unit member in the bargaining unit, the unit member with the concern may pursue steps in Article 16.

18.5.2 If the matter is unresolved and the concern is regarding actions by another unit member outside the bargaining unit, the unit member should contact his/her Association representative.

18.6 Confidentiality

18.6.1 All information and proceedings regarding any concern will be confidential and shared only on a need-to-know basis.

ARTICLE 19

PROFESSIONAL GROWTH

19.1. Unit Members Required to Participate

All persons receiving clear Multiple or Single Subject teaching credentials on or after September 1, 1985, will be required to complete 150 hours of professional growth activities every five years. It is the responsibility of the unit member to select a Program Advisor from among District designated advisors.

19.2. Requirements/Credit

Those unit members to whom this section applies will develop an individual program of professional growth which consists of a minimum of 150 clock hours of participation in activities which contribute to competence, performance or effectiveness in the profession of education. This program is to be completed within a five-(5) year period subsequent thereunto. The five (5) year period begins September 1, 1985, or on the date that a credential takes effect after September 1, 1985. Acceptable Professional Growth Plans may include, but not be limited to, the following types of activities:

19.2.1 Completion of courses offered by regionally accredited colleges and universities.

19.2.2 Participation in professional conferences, workshops, unit member centers/programs or staff development programs.

19.2.3 Service as a Consulting Teacher or Support Provider..

19.2.4 Participation in school curriculum development projects.

19.2.5 Participation in systematic programs of observation and analysis of teaching.

19.2.6 Service in a leadership role in a professional organization.

19.2.7 Participation in education research or innovative efforts.

19.3 Clock Hour Credit

Clock hour credit will be determined for each approved activity in conformance with guidelines published by the California Commission on Teacher Credentialing. A copy of the Commission's guidelines will be provided to affected unit members.

19.4 Prior Approval of Plan

Prior to beginning an activity that could accumulate clock hours, the unit member will submit the proposed activity to his/her Program Advisor. The Program Advisor will indicate in writing within ten (10) duty days his/her approval or disapproval of the proposed plan for accumulation of clock hours. If the unit member desires to amend an already approved activity for accumulation of clock hours, the same process will be followed as for prior approval.

19.5 Post-Participation Sign-off

Upon completion of the activity, the unit member will submit to his/her Program Advisor a signed form that contains the following information: type of activity engaged in; dates of the activity; the number of clock hours spent in the activity. Upon verification by the Program Advisor, he/she will sign the form and submit a copy for the unit member's personnel file. A copy of the signed form will be provided to the unit member. This will constitute the necessary verification that the unit member has completed the number of clock hours specified on the form.

19.6 Record Keeping

It will be the unit member's responsibility to keep a record of the number of clock hours that the unit member has completed and the date by which the total of at least 150 clock hours must be completed in order that the unit member's credential can be renewed.

19.7 Submission of Forms

It will be the unit member's responsibility to submit all completed forms, records of activities, and required signatures to the Commission as necessary for the timely renewal of the unit member's credential.

ARTICLE 20

JUST CAUSE/DUE PROCESS

This Article is intended for the purpose of suspension to replace the provision of Education Code section 44944 but shall not apply to suspension pursuant to Education Code sections 44939, 44940 and 44942.

20.1 District Rights

The Association recognizes that the District has the right and responsibility to take appropriate action when there are instances of unprofessional conduct or failure to meet performance standards.

20.2 Just Cause and Due Process

In all instances discipline will be for just cause and members of the unit will be provided the protection of all procedural due process.

20.3 Progressive Discipline

In exercising this responsibility the District agrees to use progressive discipline except where the District determines that the serious nature of the offense reasonably requires immediate action. Verbal counseling/warning, written warnings, and written reprimands may not be submitted to arbitration other than a suspension hearing, however, whether the alleged action required the bypass of procedural steps is subject to the grievance procedure. In all instances the severity of the punishment must relate to the severity of the offense. Progressive discipline will include the following:

20.3.1 Verbal Counseling/Warning. Verbal counseling/warning will include a reminder of the performance standard(s).

20.3.2 Written warning. Written warnings will be used only after the unit member has been verbally warned about similar actions within the last twelve (12) months. The unit member will sign the written warning to acknowledge receipt and a copy may be placed in the unit member's personnel file; the unit member may file a rebuttal for attachment to the written warning if done within fifteen (15) work days.

20.3.3 Written reprimand. Written reprimands will be used only after the unit member has received a written warning about related actions within the last twelve (12) months. The unit member will sign the written reprimand to acknowledge receipt and a copy may be placed in the unit member's personnel file; the unit member may file a rebuttal for attachment to the written reprimand.

20.3.4 Suspension. Suspension will not be used unless the unit member has received a written reprimand about similar actions within the last twelve (12) months. The length of the suspension, up to fifteen (15) days without pay, will relate to the number of times the unit member has been disciplined for related actions, the severity of the action(s), and/or the suspension history of the unit member.

20.4 Notice of Suspension

If the superintendent decides to suspend a unit member for cause pursuant to this article, notice of such recommendation will be made in writing and served in person or by certified mail upon the unit member by the superintendent. A copy will be provided to the Association president. The notice will contain:

20.4.1 a statement of the specific acts or omission upon which the action is based;

20.4.2 a statement of the cause(s) for which action is recommended;

20.4.3 the policy, rule, regulation, or directive violated;

20.4.4 the penalty proposed and the effective date;

20.4.5 copies of the primary documentary evidence upon which the recommendation is based;

20.4.6 a statement of the unit member's right to challenge the proposed action by requesting a hearing pursuant to the arbitration procedures of Article 15 of this Agreement.

20.5 Arbitration

Suspension may be appealed to arbitration pursuant to Article 15, Section 15.6. If timely appealed, the penalty will not be applied until the arbitrator's decision is rendered, except for just cause necessitating the immediate removal of the unit member from the worksite. At the arbitration, documentation supporting the suspension, including written warnings and reprimands, may be subject to review by the arbitrator.

20.6 Confidentiality

All information and proceedings regarding any actions or proposed actions pursuant to this article are confidential.

ARTICLE 21

SPECIAL EDUCATION

- 21.1 *Referred to Director of Special Education to work with schools to resolve scheduling of IEPs within the scheduled work day for Unit members.*

ARTICLE 22**MISCELLANEOUS****22.1 Personal Freedom**

The personal life of a unit member is not an appropriate concern of the District for purposes of evaluation or disciplinary action unless it interferes with the unit member's effectiveness in performing his/her assigned duties.

22.2 Academic Freedom

22.2.1 All instruction will be fair, accurate, objective, appropriate to the age and maturity of the student(s), and sensitive to the community needs and the needs and values of our diverse cultures and heritage. Accordingly, unit members have reasonable freedom in their classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided that said material is relevant to the course content and within State frameworks and Board of Education policy.

22.2.2 In performing teaching functions, unit members will have reasonable freedom to express their opinions, on matters relevant to course content, in an objective manner. No unit member will use his/her position to indoctrinate students with his/her own personal, political and/or religious views.

22.3 Effects of Agreement**22.3.1 Rules, Regulations**

This Agreement will supersede any rules, regulations, policies or practices of the Board of Education that may be contrary to or inconsistent with its terms. The provisions of this Agreement will be incorporated into and be considered part of the established policies of the Board of Education.

22.3.2 Complete Agreement

This Agreement will constitute the full and complete commitment between both parties and will supersede all previous agreements, both written and oral.

22.3.3 Changes in Policies

The Association must be notified of proposed changes in existing personnel policies not covered by this Agreement before such changes are presented to the Board of Education for action. The Association may consult with the District regarding the proposed changes.

22.3.4 Illegal Provisions

Should any article, section or clause of this Agreement be declared illegal by a court of final jurisdiction, said article, section or clause will be automatically deleted from this Agreement to the extent it violated the law. The remaining articles, sections, and clauses will remain in full

force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

22.3.5 Impact of Changes

The Association retains the right to bargain the impact of decisions or events changing the status quo that may affect the negotiable terms and conditions of employment of unit members.

22.4 Negotiation Procedures

22.4.1 Proposals to Amend or Modify

Not less than sixty (60) nor more than ninety (90) days prior to the expiration of this Agreement either party may propose to amend or modify this Agreement. Such proposal will be in writing and presented to the other party in public session in order to initiate the public notice requirements of the law.

22.4.2 Outside Consultants

Either party may utilize the services of outside consultants to assist in the negotiations.

22.4.3 Designated Representatives

The District and the Association agree to meet and negotiate only through their designated representatives. Each party pledges that their designated representatives will be empowered to make and consider proposals, counter-proposals and reach tentative agreement on subjects within the mandatory scope of negotiations.

22.4.4 Personnel Data

Not later than October 15, the District will furnish the Association with the placement of personnel on the salary schedule as of October 1.

22.5 Non-Discrimination

The District will not discriminate against any unit member on the basis of race, color, creed, age, sex, life-style, national origin, marital status, physical handicap, religion, or membership in any unit member organization or lawful participation in the activities of any unit member organization.

22.6 Duration of Agreement

The District and MEA acknowledges that the current contract for 2007-10 will expire June 30, 2010.

22.7 Ratification Acknowledged

This Agreement was approved by the members of Millbrae Education Association and approved by the Millbrae School District Board of Trustees on June 14, 2004.

MILLBRAE EDUCATION ASSOCIATION

Tom Gallagher, MEA President

William McCarthy, Negotiations Chairperson

MILLBRAE ELEMENTARY SCHOOL DISTRICT

Shirley Martin, Superintendent

Phil White, Principal

Dean Edwards, District Negotiator

Nancy Palmer, Chief Business Official