

AGREEMENT

between

**PIERCE JOINT UNIFIED SCHOOL
DISTRICT**

And

**PIERCE JOINT UNIFIED EDUCATORS
ASSOCIATION**

July 1, 2019 to June 30, 2022

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ARTICLE 1: AGREEMENT

- 1.1 The Articles and provisions contained herein constitute a bilateral and binding agreement, hereinafter referred to as “Agreement”, by and between the Pierce Joint Unified School District, hereinafter referred to as “District” and the Pierce Joint Unified Educators Association, CTA/NEA, referred to as “Association” and employee organization.
- 1.2 This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code.
- 1.3 It is the intent of the parties that this Agreement should assist in achieving and maintaining harmonious relationships between the District, represented employees, and the Association.
- 1.4 Neither the District nor the Association shall discriminate against an employee because of the exercise of individual rights provided under Government Code Section 3543 et seq, and the terms and provisions of this Agreement.

ARTICLE 2: RECOGNITION

2.1 The District hereby recognizes the Association as the exclusive bargaining representative for those employees in the bargaining unit which includes the following:

Classroom Teachers
Resource Specialists
Resource Teachers
Special Education Teachers
Librarians
Music Specialists
Instrumental Music Teachers
Vocational Teachers
Counselors
Summer School

2.2 This Agreement applies only to District employees in the above described representation unit.

ARTICLE 3: DEFINITIONS

- 3.1 “Days” means school days during which students are required to be in attendance.
- 3.2 “School Day” means days the amount of time students are required to be in school, unless otherwise provided for in the Agreement.
- 3.3 “Duty Day” means days during which employees are required to render service.
- 3.4 “Paid Leave of Absences” means that an employee shall be entitled to (a) receive wages and all fringe benefits, including, but not limited to, insurance and retirement benefits, (b) return to the same assignment which he/she enjoyed immediately preceding the commencement of the leave, and (c) receive credit for annual salary increments provided during his/her leave. Paid leave of absences will be granted or denied by the Board.
- 3.5 “Unpaid Leave of Absence” means that an employee shall not be entitled to the wages or District-paid benefits accorded employees who are on paid leave. Unpaid leave of absences may be granted or denied by the Board.
- 3.6 “Daily Rate of Pay” means the employee’s annual salary divided by the number of duty days required by the Agreement.
- 3.7 “Hourly Rate of Pay” means the daily rate of pay divided by 7.5 hours.
- 3.8 “Immediate Supervisor” means Principal.
- 3.9 “Personnel Director” means Superintendent.

ARTICLE 4: DISTRICT RIGHTS

- 4.1 The District retains all its vested rights, powers, and authority to manage and direct its affairs to the full extent of the law. Those powers and authority include, but are not limited to, the right:
 - 4.1.1 To manage and direct its own operations and its personnel; such direction to be for the purposes dictated by District goals including, but not limited to, greater District efficiency and high staff morale.
 - 4.1.2 To determine its goals, objectives and educational philosophy.
 - 4.1.3 To ensure the rights and educational opportunities of students.
 - 4.1.4 To determine staffing patterns, job descriptions and the classification of all positions.
 - 4.1.5 To determine the curriculum.
 - 4.1.6 To determine, develop and implement its budget procedures thereof.
 - 4.1.7 To determine the methods of raising revenue.
 - 4.1.8 To contract or discontinue work for operational or economic reasons.
 - 4.1.9 To hire, assign, evaluate, promote, and terminate employees.
 - 4.1.10 To discipline employees in accordance with State and Federal law, and pursuant to the California Education Code as implemented by District policy.
 - 4.1.11 To build, move or modify the facilities.
 - 4.1.12 To determine the kinds and levels of services to be provided and the methods and means of providing them.
 - 4.1.13 To determine the number and kinds of personnel required.
- 4.2 The exercise of retained powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.
- 4.3 In the event an emergency affects the ability of the District to reasonably comply with any provision(s) of this Agreement, said provision(s) may be altered by the District only to the extent and for the time necessary to meet the emergency. The Association shall be notified of the action(s) to be taken and, time permitting, the District shall review with Association representatives the reasons for said action(s).

ARTICLE 5: ASSOCIATION RIGHTS

5.1 The Association shall have the following rights in addition to rights specifically contained in any portion of this Agreement.

5.1.1 Access to Worksite:

Authorized representatives of the Association shall have the right to transact official Association business on school property at all reasonable times provided that such activities do not interfere with classroom instruction. Representatives of the Association who visit a work site shall follow the school's procedure for visitors.

5.1.2 Bulletin Boards:

The right to use, without charge, a designated institutional bulletin board at each school site for posting or transmission of normal and usual Association business to the membership.

The Association shall be responsible for the appropriate content of all material and shall not post material at locations other than on the designated bulletin board. A courtesy copy shall be provided to the site administrator.

5.1.3 Use of Buildings and Equipment:

The right to use school facilities and buildings at reasonable times with prior approval via the Facility Use Form. When additional staffing or maintenance is required for use of facilities, the Association will pay a reasonable fee.

5.1.4 Mail Facilities:

The right to use the District's internal mail service and employee mailboxes for communications to employees without interference, censorship or examination of such communications by the employer.

5.1.5 Access to Information:

The right to receive upon written request, copies of District documents necessary for the Association to fulfill its role as the exclusive bargaining representative.

The right to receive a salary schedule showing placement of personnel as of October 1st, and agenda and minutes of all Board meetings including all background information except executive session materials.

5.1.6 Employees may be selected to school site councils pursuant to Education Code Section 52012, to committees to develop standard of proficiency pursuant to Education Code Section 51215, to committee(s) designing staff development programs pursuant to Education Code Section 52019, on school based program coordination committee(s) pursuant to Education Code 52800, 52820, 52850 and 52870.

Employees and the superintendent will cooperate on the selection of instructional materials and other teaching conditions to the extent that such matters are within

the discretion of the District to determine of authorize, and within the fiscal ability of the District to provide.

ARTICLE 6: ORGANIZATIONAL SECURITY

6.1 Employee Rights

All employees shall have the right to become members of, and participate in, legitimate activities of employee organizations. Conversely, all employees shall have the right not to become members of and not to participate in such organizational activities.

6.2 Membership Dues

6.2.1 Authorization

Any teacher who is a member of the Pierce Educators Association/CTA/NEA or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who sign such authorization after the commencement of the school year shall be appropriately pro-rated. The assignment authorization will remain in effect until revoked in writing by the employee.

6.2.2 District Responsibility

With respect to all sums deducted by the District pursuant to 6.2.1 above, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

6.2.3 Association Responsibility

The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.

ARTICLE 7: **COMPENSATION**

7.1 **Salary**

Each employee in the bargaining unit shall be compensated in accordance with their individual placement on the Certificated Salary Schedule which is attached hereto as Appendix A and incorporated herein by this reference.

7.1.1 Classification and Placement on Salary Schedule

7.1.1.1 Each employee is required to submit to the District written verification of all training and experience which they wish the District to use in classification and placement.

7.1.1.2 Five (5) years of teaching experience in or out of state will be allowed plus one (1) year of credit for each additional two (2) years of teaching experience. A maximum of seven (7) years experience may be granted on the salary schedule.

7.1.1.3 Units submitted must be from a regionally accredited college or university (WASC or its equivalent) in upper-division or graduate courses, except that employee may request, with the prior written approval of the District Superintendent, equivalent unit credit for hours of professional growth, including workshops, in-service, continuing education and community college course work, and must have taken all units/hours after the date of the bachelors degree.

7.1.1.4 Required units are measure in semester units (quarter units shall be converted by multiplying by 2/3) and shall be certified by official college 'or university records.

7.1.1.5 Any course work, to be accepted for salary schedule advancement, shall meet one of the following criteria:

- a. The course content is directly related to the employee's current teaching assignment; or
- b. The course content would, in the District's judgment, clearly increase the employee's value to the District.

7.1.1.6 Prior to taking any course for which salary advancement will be sought, the employees shall submit the required course information on the District form to their immediate supervisor. The supervisor will approve or disapprove the request. If disapproved, a statement of reasons will be provided.

The form, whether approved or disapproved, will then be submitted to the Personnel Division. If disapproved, a statement of reasons will be provided

to the employee and the supervisor. The Personnel Division may approve a previously disapproved form.

7.1.1.7 Evidence of completion of courses shall be filed not later than October 1 or salary schedule advancement shall not be credited until the subsequent year.

7.1.2 Annual Advancement

Each employee shall advance one step per year in a class, until additional steps cease to exist, for each year of experience. A year of experience, for purposes of this Article, is defined as a year for which the employee is recommended for continued employment, and has rendered teaching services on 75% of the teaching days of the school year.

7.1.3 Stipends

Employees who are designated by the District to perform the duties of the assignments listed in Appendix "B" shall receive the appropriate compensation listed in Appendix "B". Employees who serve less than a full year, or as appropriate a full assignment, shall receive a pro-rated stipend.

7.1.4 Mileage Reimbursement

An employee who operates a privately owned vehicle on District business (required by assignment, directed by the District, or pursuant to approved employee request) shall be entitled to reimbursement at the District established rate of reimbursement.

7.1.4.1 The parties expressly acknowledge that the cost of repairing any mechanical malfunction, breakdown, flat tire, ext., shall not be at the District expense.

7.1.4.2 The District reserves the right to require the use of a District provided vehicle and to specify the reasonable use of car pooling to minimize cost.

7.2 Health and Welfare Benefits, Dental and Vision Care Benefits

7.2.1 Health, Dental and Vision Insurance

The Board shall provide all employees and their eligible dependents with a health, dental and vision insurance plan. The plan shall be provided by California Valued Trust Insurance Group. The District shall pay, toward the full cost of the health and welfare benefit package, including medical, dental and vision coverage, for each employee and dependents eligible for benefits, up to an annual maximum of \$10,588.00 for each eligible employee.

7.3 Duration of Benefits

7.3.1 Commencing on September 1st of each year, employees who work a complete school year shall have fringe benefits under the District's fringe benefit program throughout August 31. Employees who are employed after the first day of the

school year shall have their fringe benefits effective according to the terms of enrollment provided for in the carrier contract. Employees hired after September 1st shall have benefits commencing on the first day of the month, following the month of hire, and continuing through August 31.

7.3.2 Employees who terminate their employment prior to the close of the school year, shall be provided coverage up to and including the last day of the payroll period in which the termination occurred.

7.3.3 Should an employee's employment terminate following the last day of the school year and before the commencement of the ensuring school year, such employee shall be entitled to continue paid coverage under all insurance plans until August 31 of the ensuring school year.

7.4 Employees on all other Board approved unpaid leaves of absence shall have the option to continue to receive District insurance coverage, within the guidelines and regulations of the carrier, for the period of the leaves upon reimbursement to the District.

7.5 Retirees

All certificated personnel, upon retirement, shall have the right to purchase, at his/her cost, benefits from the District' current insurance provider(s) in accordance with the policies, rules and regulations of the insurance carrier(s).

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problem which may arise. These proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

8.2 Definitions

8.2.1 A “Grievance” is an alleged violation, misinterpretation or misapplication of a specific provision of this Agreement.

8.2.2 A “Grievant” is a member of the representation unit, a group of such employees, or the Association.

If the claim involves an alleged violation of Association Rights (Article 5), the Association may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall commence at Level II.

8.2.3 A “day” is any day that the central administrative offices of the District are open for business.

8.2.4 The term “immediate supervisor,” as used throughout this Agreement, is the lowest level supervisor having immediate jurisdiction over the grievant who has been lawfully designated to adjust grievances by the Superintendent.

8.2.5 Whenever, through this Agreement, a reference is made to Superintendent the term shall include “or designee.”

8.3 Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve it by informal conference with his/her immediate supervisor within ten (10) days after the grievant knew or should reasonably have known of the alleged violation of this Agreement. A mutually chosen third party may be present upon the request of either party.

8.4 Level I

8.4.1 If not resolved to the satisfaction of the grievant at the informal level, the grievance may be presented, on the appropriate form, to the immediate supervisor within five (5) days after the informal conference.

8.4.2 If the grievance arises from alleged action or inaction of the Board of Trustees, or a member of the administration at a level above the immediate supervisor, the grievance shall be submitted to the Superintendent and processing shall commence at Level II.

8.4.3 The Immediate Supervisor shall provide a written response to the grievant within ten (10) days after receiving the grievance filed pursuant to 8.4.1.

8.4.4 At any time prior to issuance of the decision in 8.4.3, either party has the right to convene a personal conference to discuss the grievance. Either the grievant or the respondent may have one conferee present at such conference(s).

8.5 Level II

8.5.1 If not resolved to the satisfaction of the grievant at Level I, the grievance may be appealed to the Superintendent within ten (10) days after either receipt of the written decision provided pursuant to 8.4.3, or after the period of time for rendering a decision at Level I have run if no written decision was rendered. This appeal shall be in writing, and shall follow the same procedure set forth in 8.4.

8.5.2 The Superintendent shall investigate and provide a written decision to the grievant within ten (10) days after receiving the appeal. Either the grievant or the Superintendent has the right to convene a personal conference to discuss the grievance. Either party may have one conferee present at such conference(s).

8.6 Level III

8.6.1 If grievance is not resolved to the satisfaction of the grievant at Level II, the grievance may be appealed to the Board in writing within ten (10) days after either receipt of the written decision provided pursuant to 8.5.2 or after the period of time for rendering a decision at Level II has run out with no written decision. The appeal will be directed to the president of the school Board with a copy sent to the Superintendent.

8.6.2 The Board shall investigate and meet all parties concerned within thirty (30) days of receipt of the appeal. The Board's decision will be in writing setting forth the facts, reasoning and conclusion on the issue rendered within ten (10) days after the investigation period.

ARTICLE 9: WORK YEAR

9.1 Total Days

Employees shall have a work year of 181 days. The parties may, by mutual agreement, add buy back days to the work year and the buy back days shall be included in the regular calendar/work year to afford employees with maximum retirement benefit for days worked. The number of buy back days, if any, to be added shall be determined by the parties on an annual basis, the days shall be mandatory work days and employees shall receive their regular daily rate of pay for each buy back day worked. In the event state funding for the buy back program is eliminated, the buy back days shall be eliminated from the required work year and the salary schedule adjusted accordingly.

9.2 Calendar

The 181 work days shall include the student attendance calendar of not more than 180 days which shall be established by the administration on a yearly basis.

9.2.1 Minimum Days

The calendar shall include:

Last two (2) days of instruction prior to winter break	240 Minutes
Last day of instruction	180 Minutes

9.3 New Teachers

Each teacher, in their first year of regular contracted service to this District, shall have a work year of 182 days. New teachers are also subject to buy back day requirements as set forth in 9.1 above.

ARTICLE 10: HOURS OF EMPLOYMENT

10.1 Instruction Activities

10.1.1 Employees shall render service to the District for a minimum of seven and one-half (7 ½) hours on each work day.

10.1.2 Employees shall be on-site at least fifteen (15) minutes before the first class begins unless otherwise arranged in advance with the administration.

10.1.3 Each full-time employee shall be scheduled for a duty-free lunch of thirty (30) consecutive minutes. This time may fluctuate based on bell schedules, but shall not be less than thirty (30) minutes. This time shall be counted toward satisfaction of the required minimum of seven and one-half (7 ½) hours per work day.

10.1.4 The structure of the full-time teaching day shall be as follows:

10.1.4.1 Kindergarten

Student (instructional) contact time of not more than 280 minutes.

10.1.4.2 Grades 1 – 6

Student (instructional) contact time of not more than 360 minutes.

10.1.4.3 Grades 7 – 8

Student (instructional) contact time of not more than 360 minutes. Each full-time employee shall receive the equivalent of one (1) period on each regular student day for preparation.

10.1.4.4 Grades 9 – 12

Student (instructional) contact time of not more than 370 minutes. Each full-time employee shall receive one preparation period on each regular student day which is of the same general duration as a teaching period

10.1.4.5 Other Than Classroom Teachers

The work day for employees other than classroom teachers shall be flexible as determined by the Principal/Administrator but shall not be more than that required of classroom teachers. It may, however, be non continuous, such as a split shift assignment.

10.1.5 Schedule and Duties

The Principal or other administrator shall determine the schedule for, and assign duties and responsibilities to, all employees in his/her program. Each administrator shall determine the needs of his/her particular school or program and equitably

assign such schedules, duties and responsibilities, which included non-instructional activities.

10.1.6 Any time during a work day which is not required for student contact minutes (i.e. those beyond the regular teaching periods), shall be utilized to meet the needs of students enrolled in the program; this shall include, but is not limited to, planning, evaluating, and preparing for assigned duties.

10.1.7 In the event of extenuating circumstances, the administration shall assign personnel as conditions necessitate. Whenever practical and possible, substitutes shall be secured for certificated employees absent from duty. The nature of the assignment of the employee and anticipated period of absence must be taken into consideration in determining practicality. Under circumstances that are not foreseeable, such as arriving late because of automobile problems or emergency illness, a certificated employee may be assigned to cover someone else's class if there is no volunteer. Such assignments shall be equitably distributed under the circumstances.

10.1.8 Compensation for certificated employees acting as a substitute during his/her prep period or elementary teachers assuming responsibility for additional student during another elementary teacher's absence shall be as follows:

10.1.8.1 Regular certificated employees teaching middle and high school grades 6 through 12, also teaching class on a substitute basis during their regular prep periods, will received 1/6 of the substitute rate of pay.

10.1.8.2 Certificated employees teaching elementary level TK through 6th grade assuming responsibility for students from another class during a certificated employee's absence shall receive substitute pay on a prorata basis, in direct proportion to the percentage of children for which he/she assumes responsibility during another elementary teacher's absence. For example, if a certificated employee assumes 25% of the student load during another teacher's absence, he/she shall receive 25% of the substitute rate of pay, if he/she assumes responsibility for 33% of an absent teacher's student load, he/she shall receive 33% of the substitute rate of pay, etc.

10.2 Non-Instructional Activities

10.2.1 Employees are required to perform regular assignments such as faculty meetings and Open House or Back-to-School Nights. Employees shall also provide time for parent conferences on a before- or after-school basis or at times mutually agreeable between the parent and the employee.

10.2.2 Co-curricular assignments will be equitably assigned by the site administrator according to the needs of the school. The District shall define the co-curricular

assignments at each school. When possible, every effort will be made to be consistent at sites of a similar type. Co-curricular assignments at all sites will be compared at the beginning of each semester to establish equality and consistency. Examples (Class Advisor, Club Advisor).

ARTICLE 11: ASSIGNMENTS

11.1 Definitions

11.1.1 Opening: An unfilled certificated unit position shall be considered an opening.

11.1.2 Reassignment: Reassignment is the placement of an employee in a position at the same school which is different from that presently held. (Including grade level and/or subject).

11.1.3 Transfer: Transfer is the placement of an employee at a different school site.

11.1.4 Assignment: Assignment is the annual placement of an employee, by the District, in a bargaining unit position.

11.2 General

11.2.1 All employees covered under this agreement are employees of the District and not of one particular school, division or department. Authority to make assignments (i.e., to assign, reassign and/or transfer) is vested in the District; but no such assignments shall be made unless the employee has the requisite qualifications as determined by their credential.

11.2.2 In making assignments, needs of pupils and the best interest of the educational program and the District shall be primary. The District will give first consideration to transfer/reassignment requests from current employees; however, the District reserves the right to hire personnel and make assignments which are in the best interest of the education program, pupil needs, and the District. First consideration means that the District shall interview qualified current employees for open positions prior to interviewing external candidates.

11.2.3 Assignments shall be made each year to meet the educational needs of the District.

11.2.4 Performance ratings and evaluations may be utilized in determining assignments.

11.2.5 No opening shall be filled by means of an administrative transfer or administrative reassignment if there is an available volunteer who, in the best judgment of the Superintendent or designee, is qualified and well suited for the opening. The foregoing shall not apply if the administrative transfer or administrative reassignment is initiated for reasons related to pupil or teacher welfare and the Superintendent concludes that such transfer or reassignment is in the best interest of the District.

11.2.6 As assignment may require service at more than one campus or work site.

11.3 Employee Requests:

Employees requesting either reassignment or transfer must follow the procedure outlined below:

- 11.3.1 Discuss the desired change with their Principal/Administrator.
- 11.3.2 Submit a written request not later than April 1 to be considered by the District in making assignments for the coming school year.
- 11.3.3 The request shall include, in order of preference, the school(s), the grade(s) and/or the subject(s) to which the employee desires to be transferred/reassigned. The District shall inform a Principal of those employees who have requested transfers to their school site. The employee shall be subject to the regular interviewing process.
- 11.3.4 A request shall remain valid until September 1 of the year requested unless it is rescinded in writing by the applicant.
- 11.3.5 In the rare instance where the request/problem is such that it cannot first be discussed with the Principal/Administrator, direct contact may be made with the Superintendent.
- 11.3.6 The District shall grant or deny the request and shall, in each case, consider, in no specific order of importance, the overall needs of the District, the needs of a specific school site, the needs of a specific class or grade level, the length of service of the requesting employee, any special training, credentials, continuing education or experience applicable to the requesting employees current assignment and the assignment to which he/she seeks reassignment or transfer, the impact, if any, on extracurricular programs or assignments, the skill level demonstrated by the requesting employee in his/her current assignment as compared to the skill level necessary for success in the new assignment. Any employee denied a reassignment or transfer shall be provided reasons for the denial in writing, upon request.

11.4 Notification of Assignment

All assignments will be made in accordance with the General Provisions set forth in 11.2 above.

- 11.4.1 Each building principal shall discuss, on or before June 30th, the staffing patterns for the ensuing school year with the existing staff. A written copy of the aforementioned staffing pattern shall be distributed to all staff. Each continuing employee shall be given notice of class and/or subject assignment(s), and school assignment(s), for the forthcoming year not later than June 30th.
- 11.4.2 When a administrative transfer/reassignment is contemplated, the administration will consult with the employee(s) to be transferred/reassigned prior to the effective date.

11.4.3 An employee who is administratively transferred/reassigned shall, if requested, be given the reasons for the impending change at least five (5) days prior to the effective date.

11.4.4 If the assignment requires a change in classrooms or work sites, the District shall move the personal teaching materials of the employee. The employee is responsible for packing and labeling all personal teaching materials.

11.4.5 If an administrative reassignment/transfer is made after classes are in session, up to two (2) working days without classroom duties will be provided for moving and preparation time.

11.4.6 If an administrative reassignment/transfer is made between school years, a classroom teacher will be paid at the non-instructional rate for two 7.5 hour days.

11.5 Assignment/Transfer to Comply with Federal or State Law

Assignment/reassignment/transfer shall comply with federal and state laws. The District may, in its discretion, assign employees, reassign employees, or transfer employees in order to provide reasonable accommodation of disabled or handicapped employees in accordance with federal and/or state law.

11.5.1 Notwithstanding any other requirements set forth in this Agreement, assignment/transfer/reassignments for the purpose of accommodating disabled or handicapped individuals in accordance with federal or state law, may be made in the discretion of the District provided the affected employees are notified of the reasons for the assignment/transfer/reassignment within a reasonable time prior to the effective date of the action and each transferred employee shall be provided reasonable time without classroom duties to permit moving and preparation for the new assignment resulting from the action.

ARTICLE 12: CLASS SIZE AND TEACHING CONDITIONS

12.1 Staffing

The number of teachers required, district-wide, shall be determined by the District's enrollment projection for the coming year.

12.1.1 The averages do not include special education, speech, librarians, and reading specialists.

12.1.2 The District's goal will be to staff in such a manner that the average class size, district-wide, will not exceed:

	Average	Maximum
Grade TK-3	24	31
Grade 4-6	31	31
Grade 7-12	31	35
Combination Classes	25	28

Class Size Reduction: TK-3 is based on the schoolsite grade span average and is not to exceed funding authority limitations.

Alternative class average: Grand Island Elementary may exceed the TK-3 class averages noted above, since it is a Necessary Small School with combination classrooms that may change grade configurations. It will not exceed the combination class averages stated above.

Shop & Activity Classes – Not to exceed the work stations or equipment limitations.

12.2 Relief for Excessive Class Enrollment

12.2.1 The District may provide, when class enrollment reaches the averages listed above, that relief deemed appropriate by the District which may include, but is not limited to, one of the following:

- Transfer or reassignment of students;
- Instructional aide time (to be assigned no later than the second day of the additional student enrollment);
- Clerical assistance;
- Additional teacher preparation time.

12.2.2 The above class averages do not apply to traditionally large classes. These include, but are not limited to: Band, Chorus and Physical Education. The above class averages do not apply to traditionally small classes. These include, but are not limited to: welding. In classes where instruction is dependent upon specific equipment, staff shall cooperatively develop appropriate class size for that teaching station.

12.3 Teaching Conditions

As the goal of the District, it is to a quality education for students, the District will, within its resources, provide:

12.3.1 Books and Materials;

12.3.2 Equipment and Instructional devices in working order;

12.3.3 Necessary repairs and maintenance of classrooms as soon as possible.

ARTICLE 13: ACCIDENTAL/ILLNESS LEAVE

13.1 Sick Leave

13.1.1 Definition

Sick Leave, as used in this Agreement, shall be defined as absence from work because of the employee's non-service connected illness or injury.

13.1.2 Entitlement

All employees who are regularly employed on a five-day-per-week basis shall receive, on the first day of July, and on the first day of each July thereafter, the following hours of leave of illness or injury:

Work Days Per Year	Days of Sick Leave
179 – 190	10
191 – 200	10 ½
201 – 209	11
210 – 218	11 ½
219 or more	12

13.1.3 Accumulation

Days of sick leave shall accumulate without limit as long as the individual is employed in the District.

13.1.4 Pro-rating

Employees who are assigned for less than thirty-seven and one-half (37.5) hours per week shall be entitled to the proportion of authorized hours of sick leave as the number of hours he/she is employed per week bears to thirty-seven and one-half (37.5).

13.1.5 Full Pay

Any certificated employee absent from duty because of personal illness or injury shall receive full compensation for the period of absence provided accumulated sick leave is available.

13.1.6 Differential Compensation

During each school year when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his/her duties on account of illness or accident for an additional period of five (5) school months whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him/her for any of the

additional five (5) months in which the absence occurs shall not exceed the long-term substitute rate paid at Step 1/Column 1 of the Certificated Salary Schedule. If no substitute employee was employed, the daily substitute rate would be deducted. The sick leave, including accumulated sick leave, in the five (5) month period shall run consecutively. An employee shall not be provided more than one five (5) month period per illness or accident. However, if the school year terminates before the five (5) month period is exhausted, the employee may take the balance of the five (5) month period in a subsequent school year.

13.1.7 Verification

For any absence due to illness for three (3) or more consecutive days, the District may request the employee to provide written verification from his/her doctor identifying the medical necessity requiring the employees absence and identifying any medical restrictions upon the employees return to work. The District may require such medical verification for any use of sick leave, regardless of length of absence, if the circumstance of the leave is unusual or suggests a pattern of abuse of leave privileges or otherwise appears inconsistent with a bona fide illness.

13.1.8 Notification

An employee is required to notify the office, of his/her absence for reasons of personal illness and the anticipated date of return.

13.1.9 Transfer of Accumulated Leave

The District Superintendent or designee, shall be responsible for contacting the former employing California districts of newly hired teachers to effect a transfer of accumulated sick leave.

13.1.10 Sick Leave may also be used for the following reasons:

- (a) Cases of personal necessity as provided in the section "Personal Necessity" Article 14.2.
- (b) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member, up to the amount of leave that would be accrued during six months for personal illness or injury. Family member means a biological child, adopted child, or foster child, stepchild, biological parent, adoptive parent, or foster parent, stepparent, legal guardian, spouse, registered domestic partner, grandparent, grandchild, or sibling.
- (c) For a unit member who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code sections 230(c) and 230.1(a).

- (d) Unit member may use their available sick leave balance to care for a sick biological child, adopted child, foster child, stepchild, biological parent, adoptive parent, foster parent, stepparent, legal guardian, spouse or registered domestic partner. Unit members may be asked for verification as stated in 13.1.7.

13.2 Industrial Accident and Illness Leave

- 13.2.1 The accident or illness must have arisen out of and in the course of the employment of the employee and must be accepted as a bona fide injury or illness arising out of and in the course of employment by either the State Compensation Insurance Fund or another carrier.
- 13.2.2. The employee shall notify the District Administrative Office immediately when an injury or illness arising out of and in the course of employment occurs.
- 13.2.3 Allowable leave for such accident or illness shall be for a period of 60 days. Such leave shall commence on the first day of absence.
- 13.2.4 Leaves of absence under this policy shall not be accumulated from year to year. When the industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due him for the same illness or injury.
- 13.2.5 The leave shall be reduced by one day for each day of authorized absence regardless of a temporary disability indemnity award.
- 13.2.6 Upon termination of industrial accident leave, the employee shall be entitled to accumulated sick leave benefits under Sub-Article 13.1 – Sick Leave provisions of this Agreement, with the provision that if the employee continues to receive a temporary disability indemnity, he may elect to receive as much of his accumulated sick leave which, when added to his temporary disability indemnity, will result in a payment to him of not more than his full salary.
- 13.2.7 During any paid leave of absence the employee shall endorse to the District the temporary disability indemnity checks received on account of his industrial accident or illness. The District in turn shall issue the appropriate salary warrants for payment or salary and shall deduct normal retirement and other authorized contributions.
- 13.2.8 Unless travel outside of California is authorized by the Board of Trustees, employees receiving benefits under this policy during periods of illness or injury shall remain in the State of California.

ARTICLE14: OTHER LEAVES

14.1 Discretionary Leave of Absence

The Board of Trustees may grant discretionary leaves of absence upon written request submitted to the Board, through the Superintendent's Office. Any request for a discretionary leave of absence shall be in writing, shall state the reasons for the requested leave and shall provide the beginning and ending dates of the requested leave. The Board, in its discretion may grant or deny the requested leave. In the event the Board grants the requested leave, the terms and conditions governing the employee's absence shall be determined by the Board. The terms and conditions shall include, but not be limited to, whether the leave shall be paid or unpaid, whether the absence will constitute and interruption in the continuity of service for the purpose of qualifying the employee to move on the salary schedule, whether the employee may be gainfully employed while on leave, any reporting requirements during the leave and the employees status if he/she fails to return to work upon the expiration of the leave of absence. Extraordinary leaves of absence which must be granted in accordance with governing law, such as a military leave of absence, shall be subject to the statutory requirements in effect at the time such leave is taken.

14.2 Personal Necessity Leave

14.2.1 Up to seven (7) days of leave per year may be used for reasons of personal necessity leave as defined below, and will be charged to sick leave:

- a. Death of a member of the immediate family, as defined under bereavement leave, or death not covered under bereavement leave but which is of great personal concern to the employee. This would be in addition to a normal bereavement leave.
- b. Accident involving an employee or an employee's property or the person or property of his immediate family as defined above, or such an emergency nature that the immediate presence of the employee is required during his work day.
- c. Death of a close relative not listed above or a close friend.
- d. Appearance in court as a litigant or as a witness under an official order.
- e. Illness of a member of the immediate family as defined above of such a nature as to require the presence of the employee during his/her normal work day.
- f. Employees may be granted up to two (2) days for paternity or adoption leave.

- g. Other eventualities which cannot be scheduled at any other time dealing with personal family commitments or personal business, at the discretion of the site administrator.

Approval shall not be withheld except in situations which negatively impact the education program. Personal necessity leave may not be used to engage in or seek other employment; or to engage in concerted activities, association directed or otherwise.

- 14.2.1.1 Except in cases involving extenuating circumstances, prior approval is required.
- 14.2.1.2 In situations when a prior written request is not submitted, or cannot be accomplished due to an emergency, the form requesting personal necessity leave, including a statement of reasons, shall be completed by the employee upon return.
- 14.2.1.3 If it is determined that the employee has not qualified for personal necessity leave, the full daily rate shall be deducted for that period of unqualified leave taken.
- 14.2.1.4 In extreme emergencies, the leave provided in this section may be extended upon request and shall be at the discretion of the Superintendent.

14.3 Bereavement Leave

14.3.1 Duration

Each employee shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall continue for a reasonable period of time. Except that in no event shall such leave exceed three (3) days, or five (5) days of travel of more than 200 miles is required.

14.3.2 Immediate Family

For the purpose of this Sub-Article, the term “immediate family” shall mean and include the following: child, stepchild, mother, mother-in-law, father, father-in-law, step-parents, grandmother, grandfather, or the grandchild of the employee or of the spouse, spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, brother-in-law or sister-in-law of the employee or any relative living in the immediate household of the employee.

14.3.3 Extended Family

For the purpose of the Sub-Article, the term, “extended family” shall mean and include the following: niece, nephew, aunt, uncle and great grandparents. One day of leave shall be granted.

14.3.4 Additional Time Off

Additional time off, with pay, may be granted by the District, when an employee’s emotional condition warrants such consideration; however, such additional time off shall be subtracted from the employee’s accumulated sick leave.

14.4 **Jury Duty**

14.4.1 General

Employees shall be entitled to leave without loss of pay for any time that the employee is actually required to perform jury duty.

14.4.2 Verification

To receive pay for work time lost, the employee must provide the District with Juror Validation, as provided by the Court, certifying the employee’s service as a juror or appearance in court for that purpose and the date or dates of attendance.

Any compensation received by an employee as a member or a jury shall be remitted to the District with the exception of that amount received as mileage, meals, parking and bridge toll allowance.

14.5 **Leave to Attend Meetings and Conferences on School Business**

14.5.1 Leave may be granted without loss of pay to attend professional meetings of educational groups at which the Superintendent and Board of Trustees feel the District should be represented. Travel, per diem and other necessary expenses may be allowed for this purpose.

14.5.2 Leave without loss of pay to attend meetings or conventions of educational associations or societies, or to serve on committees or commissions of such organizations when the activities or purposes of the organization serve the advance the welfare of all schools through the upgrading and strengthening of the teaching profession, may be granted. Travel and other necessary expenses may be allowed at the discretion of the Board of Trustee.

14.6 **Other Professional Leaves**

Certificated employees with permanent status may be granted a leave without pay at the discretion of the Board of Trustees for the following reasons:

- a. Study, travel and consultancies related to the professional growth of the employee other than activities qualifying under Sabbatical Leave and Exchange Leave.
- b. Overseas assignment other than exchange teaching.

- c. Pease Corps, VISTA or other similar public or private service.

14.7 Release Time – Employee Association Business

Officers of the Association, or other members designated by the Association, may be granted up to ten (10) days release time each school year for the conduct of Association business. Such days shall be utilized in either one-half or whole day increments. The cost of substitutes shall be equally shared by the Association and District.

14.8 Maternity Leave

14.8.1 Maternity Leave shall be granted by the Board of Trustees in accordance with Section 44965 of the Education Code and subject to the following conditions:

- a. Employees shall be entitled to utilize sick leave (Temporary Disability Leave), including five (5) month differential pay for the period of time that they are temporarily disabled resulting from the employee's pregnancy, miscarriage, childbirth and recovery therefrom.
- b. The length of the leave of absence (temporary disability) including the date on which the leave shall commence and the date for which the employee shall resume duties shall be determined by the employee and the employee's physician. A letter verifying the length of the temporary disability shall be signed by the employee and the employee's physician and filed in the District Personnel Office.
- c. The employee shall notify the District of her pregnancy approximately ninety (90) days prior to the expected date of delivery.
- d. The manner of reporting absence for a temporary disability resulting from pregnancy, miscarriage, childbirth and recovery therefrom, shall be the same as the manner of reporting sick leave except as noted above.

14.8.2 Leaves of absence for purposes related to pregnancy, (i.e., child care) which are in addition to sick leave granted for the temporary disability may be granted without pay in accordance with Child Rearing Leave below.

14.8.3 Leaves of absence for maternity shall not constitute a break in service in meeting the condition of tenure eligibility. However, a certificated employee shall render teaching service to the District on seventy-five percent (75%) of the teaching days of the school year in order to receive credit for a full year of service toward the requirement of the two (2) complete consecutive school years to attain tenure and to receive annual advancement on the salary schedule.

14.9 Child Rearing Leave

Upon request, the Board may provide leave without pay to a male or female employee who is a natural or adopting parent for the purpose of rearing his or her infant. Such leave shall remain in effect for a reasonable time and at least until the end of the semester following

the birth or adoption of the child. If possible, a teacher should request such leave at least sixty (60) days prior to the anticipated date on which the leave is to commence.

14.10 Sabbatical Leave

14.10.1 Basic Eligibility

Any certificated permanent employee who has served a minimum of seven (7) consecutive years in the District, or its predecessor, shall be eligible to apply for a sabbatical leave of absence as defined in Education Code Section 44966 and 44967. One year of qualifying service shall be construed as seventy-five percent (75%) of the teaching days.

14.11 Catastrophic Leave Bank

The parties shall implement a Catastrophic Leave Bank as follows:

14.11.1 Creation

- a. The Association and the District agree to create a Catastrophic Leave Bank effective July 1.
- b. Days in the Catastrophic Leave Bank shall accumulate from school year to school year (July 1 – June 30).
- c. Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Catastrophic Leave Bank participants.
- d. The Catastrophic Leave Bank shall be administered by a committee comprised of three (3) members appointed by the Association and two (2) members appointed by the District.

14.11.2 Eligibility and Contributions

- a. All employees on active duty with at least one year of employment in the District are eligible to contribute to the Catastrophic Leave Bank.
- b. Participation is voluntary, but requires a contribution to the Bank. Only contributors will be permitted to withdraw from the Bank. Contributions and withdrawals shall be prorated according to the employee's contracted work day/year.
- c. Employees who elect not to join the Catastrophic Leave Bank upon first becoming eligible have a waiting period of 45 duty days after joining the Bank before becoming eligible to withdraw from the Bank. This 45 day period does not modify the provisions for withdrawal specified in C.3.
- d. The contribution, on the appropriate form, will be authorized by the employee and continued from year to year until canceled by the employee,

or unless the committee determines there is not a necessity for additional days.

- e. Cancellation occurs automatically whenever an employee fails to make a required contribution. Sick leave previously authorized for contribution to the Bank shall not be returned if the employee elects cancellation.
- f. Contributions shall initially be made on or before October 1, 2000, for the 2000/2001 school year. Employees returning from extended leave which included the enrollment period and new hires will be permitted to contribute within thirty (30) calendar days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to all new employees and those employees returning from leave.
- g. Contributions shall be made between July 1, and October 1, of each school year. Employees returning from extended leave which included the enrollment period will be permitted to contribute within thirty (30) days of beginning work. The District shall supply enrollment forms for the Catastrophic Leave Bank to those employees returning from leave.
- h. The rate of contribution by each participating employee shall be one (1) day of sick leave as it applies to an individual member's work day.
- i. The Committee may require, at any time, an additional day of contribution of participants if the number of hours in the Bank falls below a level to be determined by the Committee. Catastrophic Leave Bank participants who are drawing from the Bank at the time of the assessment will not be required to contribute to remain eligible to draw from the Bank. If a Catastrophic Leave Bank participant has no remaining sick leave at the time of the assessment, they need not contribute an additional day to remain a participant in the Catastrophic Leave Bank.

14.11.3 Withdrawal from the Bank

- a. Catastrophic Leave Bank participants, whose sick leave is exhausted, may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates the employee for over ten (10) consecutive duty days. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a member of the employee's immediate family for over ten (10) consecutive duty days which requires the employee to take time off to care for the family member for not more than thirty (30) duty days in a school year. If a reoccurrence or a second illness or injury incapacitates an employee or member of the employee's family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive duty days.

- b. Participants must use all sick leave as defined Article 13.1 of the Certificated Contract available to them before they are eligible for a withdrawal from the Bank.
- c. A minimum of the first ten (10) duty days of illness or disability must be covered by the participant's sick leave, differential leave, or leave without pay for the first time said participant qualifies for a withdrawal from the Bank. For subsequent withdrawals within twelve (12) consecutive months, the first five (5) duty days of illness must be covered by the participant's differential leave, or leave without pay.
- d. If a participant is incapacitated, applications may be submitted to the Committee by the participant's agent or member of the participant's family.
- e. Withdrawals from the Catastrophic Leave Bank shall be granted in units of no more than ten (10) duty days, with a limit of thirty (30) duty days per year.
- f. Participants applying to withdraw or extend their withdrawal from the Catastrophic Leave Bank will be required to submit a statement from the treating physician indicating the nature of the illness or injury and the probable length of absence from work. Members of the Committee shall keep information regarding the nature of the illness confidential.
- g. If a participant has withdrawn less than thirty (30) Catastrophic Leave Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee's choice at the participant's expense. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Catastrophic Leave Bank based upon the medical review and recommendation.
- h. Leave from the Bank may not be used for illness or disability which qualifies the participant for Worker's Compensation benefits.
- i. When the Committee may reasonably presume that the applicant for a draw may be eligible for a Disability Award, a Retirement, or vacation days under PERS or, if applicable, Social Security, the Committee may request that the draw applicant apply for disability or retirement. Failure of the draw applicant to submit a complete application including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify the draw applicant from further Catastrophic Leave Bank payments. Any request for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Catastrophic Leave Bank payments will cease. If denied

benefits by STRS or Social Security, the applicant must appeal or entitlement to the Catastrophic Leave Bank shall cease.

- j. If the Catastrophic Leave Bank does not have sufficient days to fund a withdrawal request, the Committee is under no obligation to provide days and the District is under no obligation to pay the participant any funds whatsoever. If the Committee denies a request for withdrawal (or reapplication), because of insufficient days to fund the request, they shall notify the participant, in writing, of the reason for the denial.
- k. Withdrawals shall become effective immediately upon the exhaustion of sick leave or the waiting periods provided for in Section B.3 and B.4, whichever is greater, for example, if a participant contributed when first eligible to contribute (Section B.3) and had 10 days of accumulated sick leave when the illness began (Section C.3), he/she shall begin withdrawing upon the eleventh (11th) duty day if otherwise eligible. If the participant had fifteen (15) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the sixteenth (16th) duty day. If the participant had five (5) days of sick leave at the beginning of the illness, he/she shall begin withdrawing days on the eleventh (11th) duty day.
- l. Catastrophic Leave shall not begin until receipt of written approval from the Committee.
- m. The decision of the Committee is final and binding upon the participants.

14.11.4 Administration of the Bank

- a. The Catastrophic Leave Bank Committee shall have the responsibility of maintaining the records of the Catastrophic Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants.
- b. The Committee's authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.
- c. Applicants shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.
- d. The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals or denials.

- e. By October 1st of each school year, except the 2000/2001 school year, the District shall notify the Committee of the following:
 - 1. The total number of accumulated days in the Bank on June 30th of the previous school year.
 - 2. The number of days contributed by employees of the current year.
 - 3. The total number of days available in the Bank.
 - 4. The names of participating employees.

- f. By the tenth (10th) day of each calendar month, the District shall notify the Committee of the following:
 - 1. The names of any additional employees who have joined in accordance with Paragraph B.
 - 2. The total number of days in the Bank at the beginning of the previous month.
 - 3. The total number of days remaining in the Bank on the last day of the month.

ARTICLE 15: PEER ASSISTANCE REVIEW

15.1 Implementation of Peer Assistance and Review Program

The parties shall implement a Peer Assistance and Review Program, consistent with current law and in accordance with the Peer Assistance and Review Plan document attached hereto as Appendix C, incorporated herein by this reference and as may be modified by mutual agreement of the parties from time to time as necessary.

ARTICLE 16: EVALUATION PROCEDURES

16.1 Purpose of Evaluation

The purpose of the evaluation process is to improve professional performance and thereby improve the quality of instruction. The Evaluation form currently in effect will be modified from time to time by mutual agreement of the parties and shall be attached hereto as an Exhibit to this Agreement. The system of Evaluation shall provide for the identification of the following:

16.1.1 Teachers will outstanding competence and performance.

16.1.2 The evaluation also clearly provides for the identification of specific areas where performance should be improved.

16.1.3 A formal evaluation on all certificated employees being evaluated during the year shall be completed not later than thirty (30) days prior to the end of school unless a different date is mutually agreed upon between the employee and evaluator.

16.2 Elements of Evaluation

16.2.1 The progress of students toward established objectives as mutually set by the teacher and by the principal.

16.2.2 Establishment and maintenance of a suitable learning environment within the scope of the teachers' responsibilities and duties.

16.2.3 Establishing and maintaining suitable and proper control in classroom management.

16.2.4 Instructional techniques and strategies.

16.2.5 The performance of those non-instructional duties and responsibilities described by the Agreement, teacher job description, and/or other duties assigned by the site administrator or are normally required to be performed by the teacher as adjunct to his/her regular assignment.

16.2.6 Adherence to District curriculum objectives by grade level.

16.3 Use of Evaluation

Specific uses of the evaluation are:

16.3.1 Improve employee effectiveness.

16.3.2 Identify those skills and abilities which are contributing to the attainment of course objectives in relation to District goals.

16.3.3 To redirect or strengthen those skills and abilities which are not resulting in the optimum growth of pupils and/or professional staff.

16.3.4 Provide a basis for a change of status.

- a. Promotion within the District.
- b. Reassignment of personnel.
- c. Dismissal of personnel.

16.3.5 Provide a written record of an employee's performance.

- 16.4 Employees (employees) shall not be evaluated on those aspects of the educational program over which they have no authority or operational control.
- 16.5 Classroom evaluations of employees (employees) shall be based upon information that is obtained as a result of direct classroom evaluation/observation as well as the employees' professional activities.
- 16.6 Each evaluation/observation may be for any length of time. But in no case shall the evaluation/observation be less than fifteen (15) minutes.
- 16.7 Probationary employees shall be formally evaluated once each school year. A formal conference with the elements of preconference, observation and post-conference shall take place twice prior to the evaluation. One shall be completed by winter break and the second by April 1st, or in as close proximity to those dates as the evaluator's and employee's schedules and work assignments will reasonably allow. The District may, in its discretion, conduct additional formal observations as deemed necessary by evaluator and/or site principal.
- 16.8 A conference based on the observation notes and evaluator comments shall be held within five (5) working days of the classroom observation. The employee shall be given a copy of the observation notes and evaluator comments.
- 16.9 Permanent employees shall be evaluated at least once every two (2) school/instructional years except as set forth in subpart 16.9.1. The District may evaluate permanent employees yearly, or more frequently.
- 16.9.1 The District may extend the evaluation cycle to at least once every three (3), four (4) or five (5) school/instructional years for permanent employees who have been employed at least 10 years with the District if all of the following conditions are met:
- a. The employee's previous evaluation must have rated the employee as meeting or exceeding standards; and
 - b. The employee must be highly qualified if necessary for his/her position as required by the No Child Left Behind Act. If the employee is not employed in such a position, then highly qualified status is not a required condition of this subpart.

- c. Both the District and employee being evaluated must consent to an extended evaluation cycle under this subpart. Either the District or the employee may withdraw consent to the extended evaluation cycle at any time and for any reason, at which time the evaluation cycle will be as set forth subpart 16.9.

16.10 The employee shall be given an opportunity to prepare a written comment on all evaluations. Those comments will be attached to the evaluation and placed in the personnel file.

16.11 The employee may request a conference to discuss evaluation, response to evaluations, or plans for correcting deficiencies or unsatisfactory performance.

16.2 Deficiency Ratings

If the evaluator finds evidence of deficiency or unsatisfactory performance, a conference held within five (5) working days shall be dedicated to developing a mutually agreed upon plan to correct the deficiencies or unsatisfactory performance.

16.12.1 The evaluator shall have one (1) or more conferences with the employee to assist with and monitor the progress toward completion of the plan to correct the deficiencies or unsatisfactory performance. The evaluator's role to assist the employee shall include, but not be limited to, the following:

- Permanent teachers may be recommended to the Peer Assistance and Review program if performance is unsatisfactory in accordance with conditions set forth in the Peer Assistance and Review guidelines.
- Specific recommendations for improvement.
- Direct assistance to implement such recommendations.
- Provisions of additional resources to be utilized to assist with improvement.
- Techniques to measure improvement.
- Time schedule to monitor progress.

16.12.2 A written record of all conferences shall be prepared by the evaluator. The employee shall receive a copy of all conference records.

16.13 Upon completion of the plan to correct deficiencies or unsatisfactory performance, a follow-up observation/evaluation will be completed. The additional evaluation,

conference notes, summary and written comments from the employee relative to the follow-up evaluation shall be attached to the original evaluation and placed in the personnel file.

16.14 Establishing “STULL” Objectives

- 16.14.1 Administrators and teachers will be establishing grade level and/or subject area goals and objectives.
 - 16.14.2 Establishment of objectives for student progress in agreed upon establishing grade level and/or areas of study and for techniques of assessment of progress toward those objectives will be completed by each teacher with the site administrator prior to November 1st.
 - 16.14.3 In the conference, as outlined above, if the administrator and the teacher cannot reach agreement on the objectives, the teacher and the administrator shall use a team, grade, department level, mentor teacher or other resource in an effort to reach agreement. If there is still a conflict, the resolution shall be with the Superintendent.
 - 16.14.4 The goals and objectives mutually developed in conference shall not preempt, excuse or eliminate the teacher’s responsibility to District goals or grade level content objectives.
 - 16.14.5 The goals and objectives mutually developed in conference are predictions based on available data and are subject to mutually agreed upon changes.
- 16.15 The District shall provide the necessary forms for evaluation/observation. The Pierce Educators’ Association will have input and will review the forms.
- 16.16 The contents of the teacher evaluation and conclusions of the evaluations are not subject to the grievance procedure as outlined by this Agreement and is subject to review only as provided by law. A grievance may be filed when evaluation procedures are not followed.

16.17 Optional Evaluation Plan

This article does not preclude any agreement in writing between the teacher and the site administrator which is the product of one (1) or more conferences which substantially deviates from this plan but must have one (1) or more of the following elements and approval of the Superintendent.

- 1. Lesson analysis evaluation based on clinical supervision
 - A. A full lesson analysis shall consist of (1) a pre-observation conference; (2) an observation and analysis of the lesson; and (3) a post-observation conference.

2. Self-evaluation with administrative verification of the major factors and of assessment techniques.
3. Pupil progress testing.
4. Surveys or questionnaires developed by the teacher and offered by the site administrator.
5. Videotaping.
6. Professional team.
 - A. From within District.
 - B. From outside District.

16.18 Personnel Files

- 16.18.1 There shall be a personnel file for each employee. Personnel files shall be kept in the central administrative office of the District.
- 16.18.2 Materials in the personnel file of an employee, except as noted below, shall be made available for inspection by the employee involved. Material which may be excluded from inspection shall be limited to ratings, reports or records which were obtained prior to the employment of the employee involved.
- 16.18.3 Employees shall have the right to inspect and obtain a copy of personnel file materials upon request at cost.
- 16.18.4 Access to an employee's personnel file shall 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 shall be kept in strictest confidence.
- 16.18.5 Employee shall receive a copy of any written document of a derogatory nature prior to placement in his/her personnel file and the employee may provide a written response to same which will also be maintained in the employee's personnel file.

ARTICLE 17: COMPLAINTS FROM THE PUBLIC

- 17.1 In an attempt to resolve complaints by members of the public, including parents or guardians or a pupil, of any perceived injustice, improper procedure, or action/inaction of any teacher, constituents shall pursue their concerns in accordance with the following procedure:
- 17.1 The complaint should be made initially to the teacher. If the matter is resolved with the teacher, no further action is needed. If the matter cannot be resolved directly with the teacher to the constituent's satisfaction, the constituent shall put the complaint in writing and submit it to the principal of the teacher.
 - 17.2 If the complaint remains unresolved after review by the site administrator or principal, and the constituent wishes to pursue the matter further, the constituent shall request in writing that the site administrator or principal refer the matter to the Superintendent. Within ten (10) working days of such a request, the site administrator or principal shall provide the Superintendent or his/her designee with a copy of the written complaint and the administrator's or principal's report and analysis of the situation.
 - 17.3 The Superintendent's decision on action to be taken with respect to the complaint shall be final unless the constituent, the employee, or the Superintendent request a hearing before the Governing Board on the complaint. Complaints heard by the Board will be considered in open meeting or in closed session as appropriate to the issue and in accordance with law.
 - 17.4 Every effort shall be made to resolve the complaint at the earliest possible level. Failure of the constituent to put a complaint or request into written form will be considered by the District as a dropping of the complaint. As soon as the complaint is reduced to writing by constituent, the principal or site administrator shall provide the subject teacher(s) with a copy of the complaint. Thereafter, the teacher(s) shall be provided with periodic updates as the written complaint proceeds to the resolution process and shall be provided with a copy of any additional written documents generated as a result of the written complaint.

ARTICLE 18: PERSONAL AND ACADEMIC FREEDOM

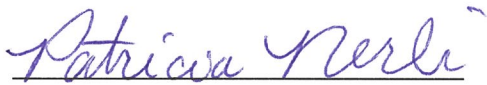
18.1 An employee shall be entitled full personal rights and full rights of citizenship. No religious or political activities, or lack thereof, of any employee shall be used for purposes of evaluation unless said activities violate local, state or federal law.

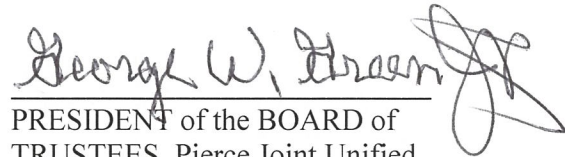
ARTICLE 19: SAVINGS

19.1 If any provisions of this Agreement are held contrary to law by a court having final jurisdiction, such provision shall be deemed invalid to the extent required by such court decision. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE 20: TERM OF AGREEMENT

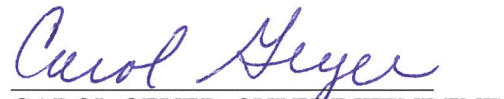
- 20.1 The term of this Agreement shall be July 1, 2019, to June 30, 2022.
- 20.2 Either party may reopen negotiations on any article(s) without limitation during the life of this Agreement.
- 20.3 If either party reopens pursuant to 20.2, the following time frames shall be used:
 - 20.3.1 Reopeners shall be submitted no earlier than April 1 and no later than June 1.
 - 20.3.2 The Board shall respond no later than the first regular Board meeting after submission of reopeners. When the public notice law has been complied with, the parties shall, within twenty (20) work days, hold their first negotiating session.
- 20.4 Proposals for a successor Agreement shall be submitted no earlier than April 1, but not later than June 1.


PRESIDENT of Pierce Joint Unified
Educators Association


PRESIDENT of the BOARD of
TRUSTEES, Pierce Joint Unified
School District

DATED: 1/14/2020

DATED: 1/16/2020


CAROL GEYER, SUPERINTENDENT
Pierce Joint Unified School District

DATED: 1/14/2020

APPENDIX A: CERTIFICATED SALARY SCHEDULE

Pierce Joint Unified School District Certificated Salary Schedule 2021-22

	I	II	III	IV	V
	BA *	BA + 30	BA + 45 or MA	BA + 60 or MA + 15	BA + 75 or MA + 30
1	47,402	54,800	57,206	59,719	62,340
2		55,758	58,206	60,762	63,772
3		56,731	59,223	62,493	65,235
4		57,720	60,257	63,926	66,734
5		58,729	62,643	65,395	68,265
6		59,756	64,080	66,894	69,833
7		62,793	65,552	68,432	71,438
8		64,237	67,057	70,003	73,078
9		65,710	68,597	71,609	74,754
10		67,218	70,172	73,253	76,473
11		68,762	71,783	74,937	78,228
12		70,340	73,431	76,658	80,026
13			75,117	78,417	81,863
14			76,842	80,218	83,743
15				82,060	85,666
16				83,947	87,636
17				85,878	89,652
18				87,853	91,714
19					93,823
20					95,981
21					98,189
22					100,447
Based on 187 Work Days					

* Teachers that hold less than a Preliminary or Clear Credential.

1. Language Development Certificate - \$100 per step included in salary schedule above
2. \$1,000 for Masters' degree
3. \$2,000 for Bilingual Credential

Credit for experience:

A maximum of 9 years experience may be granted on the salary schedule.

Salary Related Benefits

Health Care: Plan Year is 10-1-21 to 9-30-22

Employee and dependents health insurance, dental, and vision. Annual premium costs range from \$258.36 to \$1,549.90 monthly, over an 11 month pay period. Employee can choose from 7 medical plans. The district's annual contribution toward health benefits is \$10,888.

Dental Care: (Employee & dependents)

Full dental coverage through Delta Dental Plan is provided.
70% coverage 1st year / 80% 2nd year / 90% 3rd year/ 100% thereafter.

Vision Care: (Employee & dependents)

Plan provides for exams and for the purchase of glasses or contacts, if needed.

Extra Duty Schedule:

PJUSD provides a comprehensive extra-duty schedule.

APPENDIX B: EXTRA DUTY SALARY SCHEDULE

Pierce Joint Unified School District 2021/22 Extra Duty Salary Schedule

Pierce High School - Athletics	Number of Positions	% or \$
Athletic Director	1	6.75%
Athletic Director - prep period**	1	17.00%
Baseball - Varsity Head Coach	1	5.50%
Baseball - FS Head Coach	1	5.00%
Basketball - Varsity Head Coach	2	5.50%
Basketball - FS Head Coach	2	5.00%
Cheerleading - Head Coach	1	4.75%
Cross Country - Varsity Head Coach	1	5.00%
Football - Varsity Head Coach	1	6.00%
Football - Varsity Assistant Coach	2	4.75%
Football - FS Head Coach	1	5.25%
Football - FS Assistant Coach	2	4.75%
Golf - Varsity Head Coach	1	5.00%
Soccer - Varsity Head Coach	2	5.50%
Softball - Varsity Head Coach	1	5.00%
Volleyball - Varsity Head Coach	1	5.50%
Volleyball - FS Head Coach	1	5.00%
Track - FS & Varsity Head Coach	1	5.50%
Track - FS & Varsity Assistant Coach	1	4.75%
eSports Coach	1	4.75%
Pierce High School - Other Extra Duty		
Ag Extended Year (based on current salary placement)	4	11.00%
ASB Advisor	1	4.75%
FBLA Advisor	1	4.75%
Yearbook Advisor	1	4.75%
Football game gate	varies	\$50/game
Basketball and Volleyball game gate	1	\$30/game
Snackbar supervisor-home football games	1	\$25/hour
Johnson Jr. High School		
Athletic director	1	3.75%
7/8 Basketball - Boys Coach	2	1.75%
7/8 Basketball - Girls Coach	2	1.75%
7/8 Football - Boys Coach	1	3.50%
7/8 Soccer - Boys Coach	1	3.50%
7/8 Soccer - Girls Coach	1	3.50%
7/8 Volleyball - Girls Coach	2	1.75%
Referee per JJH game on official schedule	1	\$30/game
JJH ASB Advisor	1	3.50%
Shady Creek- Teacher/Nurse	5	\$750.00
Elementary Schools		
Student Council Advisor - AES	1	\$500.00
Student Council Advisor - GIE	1	\$250.00
Teacher in Charge-GIE	1	\$800.00
District-wide		
ELD Coordinator	1	\$2,000.00
TCIP Support Mentor	varies	\$2,000.00
Intern Support Mentor	varies	\$2,000.00
Detention/Non-Instructional hourly rate		\$30/hour
Summer School and Interventions - extra-duty	hourly rate	
Staff Development - extra-duty (column II/step 1)		\$293.05/day

Positions with percentages use the first 6 cells of column II of the certificated salary schedule, up to 6 years.	
Step 1	54,800
Step 2	55,758
Step 3	56,731
Step 4	57,720
Step 5	58,729
Step 6	59,756

****Athletic Director shall receive either one preparation period or the equivalent of one preparation period in monetary compensation, based on current placement.**

APPENDIX C: PEER ASSISTANCE REVIEW

1.0 Program Components

1.1 There shall be a Peer Assistance and Review (PAR) Program, hereafter referred to as “Program” for all teachers. The PAR Program provides a mechanism whereby exemplary teachers assist other teachers in the areas of subject matter knowledge, teaching methodology, and teaching strategies. The Program shall have five components:

1.1.1 Beginning Teacher Coaching Program: This component shall provide peer assistance to teachers participating in Pre-Intern, Intern, and Beginning Teacher and Support (BTSA) programs, as well as first and second year teachers new to the District. Coaches will be assigned as needed as determined by the PAR panel. Participation in the Program shall not create nor expand any rights to retention or permanency as set forth in Education Code Section 44929.21 pertaining to probationary employees.

1.1.1.1 Non-Credentialed Beginning Program: This component shall provide assistance to teachers without a California Teaching Credential. Coaches will be assigned as needed as determined by the PAR panel. Participation in the Program shall not create nor expand any rights to retention or permanency as set forth in Education Code Section 44929.21 pertaining to probationary employees.

1.1.2 Permanent Teacher Intervention Program: This component of the Program shall provide intervention to permanent teachers who receive an “unsatisfactory” in any of the California State Teaching Standards 1 through 5. An “unsatisfactory” rating in the California State Teaching Standards 1 through 5 must be demonstrated by evidence of “unsatisfactory” performance in a majority of the sub-topics of any two (2) standards of the three (3) agreed to for evaluation purposes.

1.1.2.1 Teachers receiving an unsatisfactory rating shall be referred to the Peer Assistance and Review Panel (hereafter referred to as “PAR” Panel) by the principal for intervention under this program.

1.1.3 Voluntary Teacher PAR: Permanent teachers desiring assistance in improving their practice may apply to the PAR Panel for such assistance on a confidential basis.

1.1.3.1 The PAR Panel shall have the authority to accept or reject such referrals.

1.1.3.2 If a teacher is accepted into the PAR Program as a volunteer, in the short-term or year long program, documentation will not be placed in the personnel file. (Unless so requested by teacher).

1.1.4 This Program shall not deal with teachers’ employment issues which arise from accusations of neglect of duty or misconduct which are distinct from teachers’ evaluations in relationship to the California Standards for the Teaching Profession.

1.2 Peer Assistance and Review Panel

- 1.2.1 This Program shall be governed by the PAR Panel composed of five (5) members, a majority of whom shall be certificated teachers chosen by the Association. The remaining members of the Panel shall be certificated administrators selected to serve on the Panel by the Superintendent. A quorum for Panel meetings shall be two-thirds (2/3) of the membership. Decisions shall be made by consensus when possible. Should a vote be required, action must be taken on an affirmative vote of at least four (4) members.
- 1.2.2 Panel members will be selected by June 1 of each year and serve staggered terms of 1, 2, 3 years for certificated teachers and 1 & 2 years for administration.
- 1.2.3 Qualifications for the teacher members of the Panel shall be the same qualifications for a consulting teacher.
- 1.2.4 If a member of the Panel leaves the Panel prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated.
- 1.2.5 The PAR Panel shall be responsible for:
 - 1.2.5.1 Establishing its own rules of procedure;
 - 1.2.5.2 Selecting its own chairperson;
 - 1.2.5.3 Providing annual training for PAR Panel members;
 - 1.2.5.4 Establishing a procedure for application and selection of consulting teachers;
 - 1.2.5.5 Selecting and assigning consulting teachers;
 - 1.2.5.6 Arranging appropriate training for consulting teachers;
 - 1.2.5.7 Accepting referrals based on an unsatisfactory evaluation for permanent teacher peer assistance from principals or designated evaluators;
 - 1.2.5.8 Accepting or rejecting voluntary requests for assistance from individual teachers;
 - 1.2.5.9 Accepting or rejecting referrals for permanent teachers PAR based on needs to improve component of the evaluation;
 - 1.2.5.10 Any decisions about eligibility for the Program;

- 1.2.5.11 Sending written notification of participation in the PAR Program to the participating teacher, consulting teacher, and the principal or designated evaluator;
 - 1.2.5.12 Meeting at least two (2) times annually to review the work of the coaches with their caseloads for the voluntary and beginning teacher programs. Coaches or coach working with a referred teacher or teachers will meet at least four (4) times a year with the PAR Panel.
 - 1.2.5.12.1 Generally, the Panel shall meet within the Panels member's workday; however, work after 3:30 pm shall be compensated in the following manner at the contractual District hourly rate.
 - 1.2.5.13 Monitoring the work of consulting teachers and their documentation;
 - 1.2.5.14 Reviewing reports prepared by consulting teachers for involuntarily referred teachers;
 - 1.2.5.15 Monitoring the participation of permanent teacher peer assistance, including making reports to the Board of Education regarding PAR Program participants who have not demonstrated "satisfactory improvement" as determined through the evaluation process;
 - 1.2.5.12.1 All reports pursuant to this provision shall be made to the Board not later than March 1 of the school year in which the PAR Program was utilized to assist a teacher.
 - 1.2.5.16 Responsible for developing budget and approving all expenditures for the PAR Program;
 - 1.2.5.17 Annually evaluating the impact of the Program in order to improve its effectiveness by making a recommendation to the Board and Association. The Program evaluation shall be presented to the Board of Education at a regular meeting no later than September 1 of each school year.
- 1.2.6 A Panel member shall neither participate in discussion nor vote on any matter in which he or she has a professional or personal conflict of interest. If necessary, determination of whether a conflict of interest exists which justifies abstention from discussion or voting shall be subject to Section 1.2.

1.3 BTSA Consulting Teachers

- 1.3.1 The number of consulting teachers shall be determined by the number of eligible participants in the PAR Program and funding available from the state and District for the Program.
- 1.3.2 Consulting teachers shall have staggered terms. Approximately half of the coaches shall have two-year terms and the remainder three-year terms. After this start-up period, each coach shall have a three-year term, contingent upon the number of Program participants.
 - 1.3.2.1 All such terms are subject to annual review by the Panel. The documentation of such review shall not be made a part of the consulting teacher's personnel file, except upon the written request of the individual consulting teacher.
- 1.3.3 Coaches must be selected by the PAR Panel and are assigned by the Panel to assist teachers who are in need of development of subject matter knowledge and/or teaching strategies.
- 1.3.4 In order to be selected as a consulting teacher, a teacher must possess the following requisite minimum qualifications:
 - 1.3.4.1 A credentialed teacher with permanent status;
 - 1.3.4.2 Four (4) years of recent classroom teaching experience;
 - 1.3.4.3 Demonstrated exemplary teaching ability as provided by Education Code Section 44500§ and reflected in the applicant's performance evaluations;
 - 1.3.4.4 Effective leadership skills;
- 1.3.5 Consulting teachers shall be selected in the following manner:
 - 1.3.5.1 Candidates must file an application with the Panel.
 - 1.3.5.2 Letter of recommendation from candidate's principal using Letter of Recommendation: PAR Coach Form provided.
 - 1.3.5.3 Panel members may observe candidates for consulting teacher performing in their classrooms prior to the selection. Observations will be arranged with the site administrator and the candidate.
 - 1.3.5.4 The Panel may establish additional procedures for selecting consulting teachers, which shall be made known in advance to all candidates.

- 1.3.5.5 Selection of a consulting teacher shall be by confidential majority of the Panel.
- 1.3.5.6 Additional letters of recommendation may be submitted.
- 1.3.6 Consulting teachers shall have responsibility for:
 - 1.3.6.1 One (1) beginning teacher, as defined in Section 1.1.1 and 1.1.1.1 who shall receive a minimum of twenty (20) hours of assistance per semester.
 - 1.3.6.2 One (1) permanent teacher who shall receive a minimum thirty (30) hours of assistance per semester.
 - 1.3.6.3 If the number of hours required for assistance exceeds 120 hours at K-6 or 7-12 level, the PAR Panel may recommend to the District the hiring of consulting teachers on a half-time basis.
 - 1.3.6.3.1 Teachers who function as a half-time District paid K-6 or 7-12 consulting teacher shall be responsible for a minimum of six (6) and a maximum of eight (8) teachers as determined by the PAR Panel.
 - 1.3.6.4 A permanent teacher volunteering for the part-time program shall receive a minimum of ten (10) hours of assistance per quarter.
- 1.3.7 A tenured teacher voluntarily participating in the PAR Program may select his or her consulting teacher from the list of consulting teachers provided by the PAR Panel.
- 1.3.8 The consulting teacher and participating teacher shall prepare an Individual Assistance Plan which outlines the assistance to be provided as well as timelines.
- 1.3.9 Teachers, who serve as consulting teachers will accrue seniority during their consulting term.
- 1.3.10 Teachers who function as a consulting teacher in addition to their full-time classroom assignment shall be compensated in the following manner:
 - 1.3.10.1 \$2,000.00 per evaluatee as defined in Section 1.3.6.1.
 - \$3,000.00 per evaluatee as defined in Section 1.3.6.2.
 - \$500.00 per evaluatee as defined in Section 1.3.6.4.
 - 1.3.10.2 Release time as needed.
 - 1.3.10.3 Out of pocket expenses for travel and meals.

- 1.3.10.4 Budget for training, materials, and supplies.
- 1.3.11 Teachers who function as a half-time District paid K-6 or 7-12 consulting teacher shall receive:
 - 1.3.11.1 Release time as needed.
 - 1.3.11.2 Out of pocket expenses for travel and meals.
 - 1.3.11.3 Budget for training, materials, and supplies.

1.4 Permanent Teacher Intervention

- 1.4.1 The purpose of this Program is to assist and offer remediation to permanent teachers whose performance has been evaluated as “unsatisfactory” in subject matter knowledge and/or teaching strategies of two (2) or more of the California Standards 1-5 for the Teaching Profession by the principal. In addition, it shall be the obligation of the Panel to report the results of this intervention to the Board of Education of the school district. The written documentation shall become a part of the permanent teacher’s personnel file at the request of the teacher.
 - 1.4.1.1 The District shall select one (1) standard in which all teachers will be evaluated. The principal shall select one (1) standard and the teacher shall select one (1) standard.
- 1.4.2 This Program shall be limited to addressing those areas of performance set forth in the evaluation document listed as “unsatisfactory” encompassed in the areas of subject matter knowledge, teaching strategies, or both.
- 1.4.3 Assistance provided by the consulting teachers shall focus on the specific areas recommended for improvement by the participating teachers’ evaluator based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the PAR Program.
- 1.4.4 Assistance and remedial efforts and activities shall be intense and multifaceted, and shall be preceded by a conference in the spring of the year when the teacher received the “unsatisfactory” evaluation. The conference shall involve the teacher being referred, the evaluator who evaluated the teacher and the consulting teacher to begin the development of an Individual Assistance Plan. If the permanent teacher so desires, the Association shall provide representation during this meeting.
- 1.4.5 The assistance shall be provided by peer coaches under this Article and shall be closely monitored by the PAR Panel.
- 1.4.6 The course of assistance shall include one or more of the following:
 - 1.4.6.1 Multiple classroom observations by the consulting teacher;

- 1.4.6.2 Assistance specific to the area of subject matter knowledge and/or teaching strategies which has been evaluated to be “unsatisfactory”, or other areas identified by the consulting teacher and referred teacher that may impact subject matter knowledge and/or teaching strategies.
- 1.4.6.3 Opportunities for the teacher receiving assistance to observe exemplary practice, either by the consulting teacher or other exemplary teachers;
- 1.4.6.4 District-provided professional development opportunities;
- 1.4.6.5 Conference attendance, often in the company of the consulting teacher, to facilitate reflection on how this experience fits into the Individual Assistance Plan;
- 1.4.6.6 Other forms of assistance which the consulting teacher and the Panel may provide;
- 1.4.6.7 The parties understand that every possible subject matter competency may not be available within the corps of coaches, and therefore, it shall occasionally be necessary to secure additional assistance to fully address identified deficiencies. In such cases, the peer coach shall maintain prime responsibility for the Individual Assistance Plan, but may function more like a case carrier who assures the availability of appropriate resources.
- 1.4.7 Nothing in this article precludes the principal/evaluator or District from doing informal observations nor from notifying the teacher verbally and/or in writing regarding incidents or event related to the teacher’s fulfillment of his or her professional obligations.
- 1.4.8 Written documentation of activities will be submitted to the Panel by the consulting teacher at each scheduled meeting. The coach will share all written documentation and verbal reports during a conference with the teacher, prior to submission to the Panel.
- 1.4.9 The consulting teacher shall submit an oral and final documentation regarding the teachers’ participation in PAR to the Panel no later than May 1. This documentation shall describe the assistance provided to the teacher. The final documentation may become a part of the permanent teacher’s personnel file upon his/her request.
- 1.4.10 While the term of this assistance shall normally be for one (1) school year, the assistance may be extended to a second year if the Panel believes progress is being

made, although the permanent teacher may not have returned to a “proficient” level of performance based on the administrator’s evaluation.

1.4.11 The deliberations of the Panel shall be closed and confidential. Panel decisions shall be based on the information provided by the consulting teacher, the administrator and the permanent teacher or his or her Association representative.

1.4.12 Neither the teacher, consulting teacher, nor administrator may be present during deliberations of the Panel, which are confidential. The Panel may request additional information from any teacher involved in the Program.

1.4.13 The decision of the Panel shall be reported by the Panel to the teacher, the consulting teacher, the administrator, and the Association representative, if requested by the teacher.

1.4.14 The panel shall report the status of their progress to the Board of Education.

1.5 Permanent Teacher Rights

1.5.1 The permanent teacher shall be entitled to review all reports generated by the consulting teacher prior to their submission to the Panel and to have affixed thereto his or her comments. To effectuate the right, the consulting teacher shall provide the permanent teacher being assisted with copies of such reports at least five (5) working days prior to any such meeting.

1.5.2 The permanent teacher shall have a right to be represented by the Association in any meetings of the Panel to which they are called, and shall be given a reasonable opportunity to present his or her point of view concerning any report being made.

1.5.3 The permanent teacher shall have the right to timely participation reports.

1.5.4 The permanent teacher shall have the right to present reasons why a specific consulting teacher should be replaced and another consulting teacher substituted and to have those reasons considered.

1.5.5 A teacher may file written responses which shall become part of the official record of the intervention.

1.5.6 This program in no manner diminishes the legal rights of bargaining unit members.

1.6 Voluntary Teacher Peer Assistance Program

1.6.1 A teacher may volunteer for the Peer Assistance Program. The PAR Panel will determine whether the teacher may participate in the Program. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any voluntary participants.

- 1.6.2 The consulting teacher and teacher will meet to determine the volunteer teacher's needs and jointly develop an Individual Assistance Plan. This plan will draw from the course assistance that is available through the PAR Program enumerated in 1.4.6 and will include timelines.
- 1.6.3 Consulting teachers will provide oral and written feedback documentation to the volunteer teacher. Communication between a voluntary participant and his or her consulting teacher concerning participation in the Program shall remain confidential.
- 1.6.4 Documentation will not be placed in the personnel file.
- 1.6.5 The volunteer teacher may terminate his or her participation in the Program at any time.

1.7 Non-credentialed Beginning Teacher Peer Assistance Program

- 1.7.1 New teachers to the district, not otherwise covered by BTSA, may participate in the Peer Assistance Program with the approval of the PAR Panel. All participants referred to the PAR Program based on an unsatisfactory evaluation will be served prior to accepting any new teacher participant.
- 1.7.2 The coach and teacher will meet to determine the new teacher's needs and jointly develop an Individual Assistance Plan. This plan will draw from the course of assistance that is available through the PAR Program enumerated in 1.4.6 and will include timelines.
- 1.7.3 Consulting teachers will provide oral and written feedback documentation to the beginning teacher. Communication between a new teacher and his or her consulting teacher concerning participation in the Program shall remain confidential.
- 1.7.4 Documentation will not be placed in the personnel file.

1.8 Miscellaneous Provisions

- 1.8.1 Expenditures for the Program shall not exceed revenues received from the state for the PAR Program.
- 1.8.2 Funds shall be set aside to allow for release days and/or conferences as developmental tools for teachers, consulting teachers and PAR Panel members assigned to the Program.
- 1.8.3 It is the intent of the District and Association that this Article remain in effect for as long as specific state funding for the California Peer Assistance and Review Program for Teachers is received by the District. If state funding for the PAR Program is eliminated, this Article shall expire and have no force or effect without

the need for further action by either the District or the Association. The District shall notify the Association in writing that the PAR Program has been eliminated.

- 1.8.4 The District and Association agree that this Article shall be reopened if either the Education Code Section 44500 et. Seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement.
- 1.9 Governing Board Review of Recommendations by Panel: Nothing herein shall preclude the Board from examining information which it is entitled by law to review in connection with the evaluation of and/or decision to retain in employment, probationary or temporary certificated employees.
- 1.10 Retention of Education Code Rights: Nothing herein shall modify or in any manner affect the rights of the Governing Board/District or teacher under provisions of the Education Code relating to employment, classification, retention or non-reelection of certificated staff.
 - 1.10.1 Nothing herein shall modify or affect the District's right to issue notices of unsatisfactory performance and/or unprofessional conduct pursuant to Education Code Section 44938.
- 1.11 Hold Harmless: The District shall hold harmless the members of the PAR Panel and the consulting teachers for any liability arising out of their participation in this Program as provided by Education Code Section 44503 (c). All legal costs for the above will be borne by the District.
- 1.12 Confidentiality: All proceedings and materials related to the administration of this program shall be strictly confidential. Therefore, Panel members and consulting teachers may disclose such information only as necessary to administer the Program.
- 1.13 Records: Documents and writings relating to an employee's participation in the PAR Program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code Section 6250 et. Seq.)
- 1.14 Non-Management/Supervisory Status: Functions performed by teacher Panel members and/or consulting teachers pursuant to the Program shall not constitute either management or supervisory functions as defined by subdivision (g) and (m) of Section 3540.1 of the Government Code.
- 1.15 Association Representation: A participating teacher has the right to be represented throughout these procedures by the Association representative of his or her choice.
- 1.16 This Article may be reopened by either Party after one (1) year of implementation.