

# **AGREEMENT**

between

Ramona Unified School District

and

Ramona Teachers' Association  
(CTA/NEA)

2009 - 2012

**SIGNATURES**



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3 **ARTICLE 1. AGREEMENT**

4 1.1. **Introduction.** The Articles and provisions contained herein constitute a bilateral  
5 and binding agreement (“Agreement”) by and between the Governing Board of  
6 the Ramona Unified School District (“Board”) and the RTA/CTA/NEA  
7 (“Association”), an employee organization.

8 1.2 **Authorization.** This Agreement is entered into pursuant to Chapter 10.7,  
9 Sections 3540-3549 of the Government Code (“Act”).

10  
11 1.3 **Term.** Except as provided below, this Agreement shall remain in effect from the  
12 date of Board ratification until June 30, 2012.

13  
14 1.4 **Renegotiations.** The parties agree to reopen negotiations limited to salary, health  
15 and welfare benefits, and up to two (2) additional article selected by each party  
16 for the second and third year of this agreement.

17  
18 1.5 **Continued Review of Health and Welfare Benefits.** The parties hereby agree to  
19 continue the cooperative and cost effective efforts to provide unit members with  
20 quality health and welfare benefits. Recommendations may include changes in  
21 carriers and/or benefits during the term of this agreement.  
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3 **ARTICLE 2. RECOGNITION**

4 2.1 **Voluntary Recognition.** Pursuant to Chapter 961, California Statutes 1975, the  
5 Ramona Teachers' Association, CTA/NEA was granted recognition as the  
6 Exclusive Representative for certificated bargaining unit personnel.

7 2.2 **Unit Description.** The bargaining unit shall include all certificated employees  
8 except those certificated employees listed on the Management Administrative  
9 Leadership Team salary schedule and daily substitutes.

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3 **ARTICLE 3. DEFINITIONS**

4 3.1 **Terms Defined.** Terms found in this Agreement shall be defined as set forth  
5 herein.

6 3.2 **“Teacher”** means any employee who is included in the appropriate bargaining  
7 unit as approved by the Board, and therefore covered by the terms and provisions  
8 of this Agreement.

9  
10 3.3 **“PERB”** means the Public Employment Relations Board.

11  
12 3.4 **“Board”** means the duly elected Governing Board of the Ramona Unified School  
13 District.

14  
15 3.5 **“Superintendent”** means the chief administrator of the District or his designee.

16  
17 3.6 **“Immediate Supervisor”** means the employee responsible for directing and  
18 evaluating the teacher.

19  
20 3.7 **“Management”** means any employee on the District management team  
21 composed of Cabinet, site/district administrators and administrative assistants.

22  
23 3.8 **“Days”** means days during which teachers are required to be in attendance.

24  
25 3.8.1 **Computation of time periods.** Under the terms of this Agreement, time  
26 periods shall begin to run the day after the act of occurrence. Whenever  
27 the last day of a specified period falls on a Saturday, Sunday or holiday,  
28 the time period shall be extended to and shall include the next “day” as  
29 defined in 3.8 above.

30  
31 3.9 **“School Day”** means the amount of time each day as established by the Board  
32 during which students are required to be in school, unless otherwise provided for  
33 in this Agreement.

34  
35 3.10 **“Daily Rate of Pay”** means the teachers annual salary divided by the number of  
36 days he is required by the Agreement to be on duty.

37  
38 3.11 **“Hourly Rate of Pay”** means the daily rate of pay divided by the number of  
39 hours a teacher is required by the Agreement to be on duty each day.

40  
41 3.12 **“Immediate Family”** means the mother, father, grandmother, grandfather, or  
42 grandchild of the teacher or of the spouse of the teacher, and the spouse, son, son-  
43 in-law, daughter, daughter-in-law, brother or sister of the teacher, or any relative  
44 living in the immediate household of the teacher. The Board or its Representative  
45 may also expand the above list of relatives under extenuating circumstances to  
46 include any relative of the teacher.

- 1 3.13 **“Paid Leave of Absence”** means that the teacher shall be entitled 1) to receive  
2 wages and all fringe benefits, 2) to have the same rights of classification,  
3 assignment, and transfer as if no leave had been taken, and 3) to receive credit for  
4 annual salary increments provided during his/her leave.  
5
- 6 3.14 **“Unpaid Leave of Absence”** means that a teacher shall be entitled to 1) receive  
7 health and welfare benefits by paying premium and 2) to have the same rights of  
8 classification, assignment, and transfer as if no leave had been taken.  
9
- 10 3.15 **“Base Salary”** means a teacher’s proper placement on the current Certificated  
11 Salary Schedule.  
12
- 13 3.16 **Peer Assistance and Review (PAR)** – program that provides assistance to  
14 teachers by trained consulting teachers.  
15
- 16 3.17 **Beginning Teacher Support and Assessment (BTSA)** – program that provides  
17 assistance to new teachers by trained consulting teachers.  
18
- 19 3.18 **Intern Teacher** – school district and university partnership where students with a  
20 BA/BS teach in a K-12 classroom while continuing education courses to fulfill  
21 teaching credential and student teaching requirements.  
22
- 23 3.19 **School Based Decision Making (SBDM)** – a process at the school site whereby  
24 teachers and administrators are involved in shared decision making in specified  
25 areas of responsibility.  
26
- 27 3.20 **Professional Advancement Committee (PAC)** – a committee of teachers and  
28 administrators that approve courses for advancement on the salary schedule  
29 and/or verify completion of degrees for salary schedule advancement.  
30
- 31 3.21 **Teacher on Assignment (TOA)** – bargaining unit members temporarily assigned  
32 certain administrative duties on a voluntary basis.  
33
- 34 3.22 **Preparation and Planning Periods** – time allotted to unit members for  
35 preparation and planning of teaching responsibilities.  
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3 **ARTICLE 4. DISTRICT RIGHTS**

4 4.1 **Reserved Rights of the District.** It is understood and agreed that the District  
5 retains all of its powers and authority to direct, manage, and control to the full  
6 extent of the law. Included in, but not limited to, those duties and powers are the  
7 exclusive right to: Determine its organization; direct the work of its employees;  
8 determine the times and hours of operation; determine the kinds and levels of  
9 services to be provided, and the methods and means of providing them; establish  
10 its educational policies, goals and objectives; insure the rights and educational  
11 opportunities of students; determine staffing patterns; determine the number and  
12 kinds of personnel required; maintain the efficiency of District operation;  
13 determine the curriculum; build, move or modify facilities; establish budget  
14 procedures and determine budgetary allocation. Final budgeting allocations shall  
15 reflect the observance of the duties required under Government Code section  
16 354443.7; determine the methods of raising revenue; contract out work; and take  
17 action on any matter in the event of an emergency. The District also retains the  
18 right to hire, classify, assign, evaluate, promote, terminate, and discipline  
19 employees.

20 4.2 **Effect of Agreement.** The exercise of the foregoing powers, rights, authority,  
21 duties and responsibilities of the District, the adoption of policies, rules,  
22 regulations and practices in furtherance thereof, and the use of judgment and  
23 discretion in connection therewith, shall be limited only by the specific and  
24 express terms of the Agreement, and then only to the extent such specific and  
25 express terms are in conformance with law.  
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3 **ARTICLE 5. ASSOCIATION RIGHTS**

4 5.1 **Use of Equipment and Facilities.** The Association shall have the right to use  
5 school equipment normally used by teachers in the course of their duties, and to  
6 use buildings and facilities without charge subject to conditions governing Civic  
7 Center usage.

8 5.2 **Notices.** The Association shall have the right to post notices of activities and  
9 matters of Association concern on Association bulletin boards, at least one of  
10 which shall be provided in each school building in areas frequented by teachers.  
11 The Association may use the District mail service and teacher mailboxes for  
12 communication to teachers.

13  
14 5.3 **Access to Members.** The Association shall have the right of reasonable access to  
15 members of the unit subject to the following.

16  
17 5.3.1 The Association shall provide the District with the names of  
18 representatives authorized to discuss Association business.

19  
20 5.3.2 Association representatives shall report to the principal or his designee  
21 upon initial entrance on site to provide information of length, place, and  
22 purpose of visit.

23  
24 5.3.3 Association business shall be conducted at times other than during hours  
25 of duty.

26  
27 5.4 **Meetings of the Governing Board.** The Board shall upon request, place on the  
28 agenda of each regular Board meeting early in the agenda any non-negotiable  
29 items brought to its consideration by the Association provided that such items are  
30 made known to the Superintendent's office three (3) working days prior to said  
31 meeting date.

32  
33 5.4.1 **Board Agenda.** The Association shall be provided two (2) copies of the  
34 Board agenda with non-confidential supportive materials at the same time  
35 these materials are provided to Board members.

36  
37 5.5 **Directories.** Names, addresses and telephone numbers, if provided for release, of  
38 all District teachers shall be provided without cost to the Association no later than  
39 October 15 of each school year.

40  
41 5.6 **Right to Consult.** The Association shall have the right to consult on the  
42 definition of educational objectives, the determination of the content of courses  
43 and curriculum and the selection of textbooks to the extent such matters are  
44 within the discretion of the Board.

45  
46 5.7 **Access to Necessary Data.** The Association shall have access to data necessary  
47 for it to fulfill its obligation as the exclusive bargaining agent.  
48

1 5.8 **Association Release Time.** Upon notification by the Association President, and  
2 upon approval by the Superintendent or his designee, duly authorized  
3 representatives of the Association shall be released from duty during the school  
4 year. Approval by the Superintendent or his designee shall not be arbitrarily or  
5 capriciously withheld. The Association shall reimburse the District for the cost of  
6 any necessary substitute employed to replace a unit member on Association  
7 requested leave. If the District initiates the request, the Association shall not be  
8 responsible for the cost of necessary substitute service.  
9

10 5.9 **Association President Release Time.** The District and the Association agree to  
11 release the Association President for 20% of the work week to be arranged  
12 between RTA and site supervisor to conduct Association business. The full cost  
13 for the 20% release time is funded by the negotiated settlement.  
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3 **ARTICLE 6. NON-DISCRIMINATION**

4 6.1 **Discrimination Prohibited.** The Board shall not discriminate against any teacher  
5 on the basis of race, color, creed, age, sex, national origin, political affiliation,  
6 domicile, marital status, physical handicap, membership in any employee  
7 organization, participation in the activities of any employee organization or  
8 discriminate against any protected class as defined by the laws and regulations of  
9 the State of California and the federal government.

10 6.2 **Right to Participate in Association Activities.** The District and the Association  
11 recognize the right of employees to form, join and participate in lawful activities  
12 of employee organizations and the equal alternative right of employees to refuse  
13 to form, join and participate in employee organization activities.  
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1 **ARTICLE 7. NEGOTIATION PROCEDURES**

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3 7.1 **Commencement of Negotiations.** Negotiations over a successor Agreement  
4 shall commence within forty-five (45) days of either party’s presentation of its  
5 initial proposal, however, not earlier than March 1.  
6

7 7.2 **Outside Consultants.** Either party may, if it so desires, utilize the services of  
8 outside consultants and may call upon professional and lay representatives to  
9 assist in negotiations. An attempt will be made to notify the other party twenty-  
10 four (24) hours ahead of the meeting if outside consultants will be present.  
11

12 7.3 **Representatives.** The Board and the Association may delegate their negotiating  
13 duties by means of authorized officers, individuals, representatives or committees.  
14

15 7.4 **Changes in Representatives.** Either party may change its designated negotiators  
16 by certified notification of such change at least fifteen (15) days prior to the next  
17 scheduled negotiating.  
18

19 7.5 **Time and Place of Negotiations.** Negotiations shall take place at mutually  
20 agreed upon times and places. The District shall continue to agree to release time  
21 for negotiations consistent with PERB rulings and with past practice.  
22

23 7.6 **Association Representatives.** The Association shall designate not more than (5)  
24 representatives and three (3) alternates for purposes of official meeting and  
25 negotiating sessions, with no more than five (5) representatives at official  
26 meetings, and no official meetings between the parties shall be held unless a  
27 majority of each group of representatives is present.  
28

29 7.7. **Exchange of Information.** During negotiations, the Board and the Association  
30 will present relevant data, exchange points of view and make proposals and  
31 counter proposals. The Board will provide the Association, as soon as possible or  
32 within five (5) days of receipt by the Superintendent of the Association’s request,  
33 with all public information such as records, data, worksheets and budgetary  
34 materials which may be relevant to negotiations or processing grievances.  
35

36 7.8 **Salary Schedule Placement.** Not later than October 15, the Board shall furnish  
37 the Association with the placement of teachers on the respective salary schedules  
38 as of October 1.  
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3 **ARTICLE 8. GRIEVANCE PROCEDURE**

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16 **8.1 Definitions**

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8.1.1 A **“Grievance”** is an alleged violation, misapplication or misinterpretation of a provision of this Agreement, District policy, or-practices that are related to the terms of this Agreement, are grievable under the procedures set forth in this Article.

8.1.2 A **“Grievant”** is the teacher(s), and/or the Association making such claim as set forth in 8.1.1 above.

8.1.3 A **“Party in Interest”** is any person who might be required to take action or against whom action might be taken in order to resolve the claim.

16 **8.2 Purpose**

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

8.2.2 Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with his/her immediate supervisor, and to have the grievance adjusted without intervention by the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. The Association shall be given an opportunity to review such adjustment and to state its views.

8.2.3 Since it is important that grievances be processed as rapidly as possible, the time limits specified at each level should be considered to be maximums and every effort should be made to expedite the process. The time limits may, however, be extended or reduced by mutual agreement.

8.2.4 The time limits set forth herein may also be reduced so that the procedure may be exhausted prior to the end of the school year or as soon as is practicable.

40 **8.3 Procedure**

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42 **Informal Process**

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8.3.1 **Level One.** Before filing a formal written grievance the grievant shall first discuss the grievance with the immediate supervisor within twenty (20) days after the occurrence of the act or omission giving rise to the

1 grievance with the objective of resolving the matter informally. The  
2 grievant may request another teacher who is not the grievance  
3 representative to be present. The immediate supervisor shall give the  
4 grievant his/her decision within five (5) days of the meeting.  
5

6 8.3.1.1 In no event may a written grievance be filed more than 20  
7 days after the occurrence of the act or omission giving rise  
8 to the grievance.  
9

## 10 **Formal Process**

### 11 8.3.2 **Level Two**

12 8.3.2.1 If the Grievant is not satisfied with the disposition of the  
13 grievance at Level One, then he/she may file the grievance  
14 in writing simultaneously with the President of the  
15 Association and the immediate supervisor within ten (10)  
16 days after the decision at Level One.  
17

18 8.3.2.2 The immediate supervisor shall provide a response in  
19 writing simultaneously with the President of the  
20 Association and the grievant within five (5) days of  
21 receiving the level two grievance.  
22

### 23 8.3.3 **Level Three**

24 8.3.3.1 If the Grievant is not satisfied with the written disposition  
25 of the grievance at Level Two, he/she may file the  
26 grievance in writing simultaneously with the President of  
27 the Association and the Superintendent within ten (10) days  
28 after the written decision at Level Two is received.  
29

30 8.3.3.2 The Superintendent shall provide a response in writing  
31 simultaneously with the President of the Association and  
32 the grievant within five (5) days of receiving the level three  
33 grievance.  
34

### 35 8.3.4 **Level Four**

36 8.3.4.1 If the Grievant is not satisfied with the written disposition  
37 of the grievance at Level Three, he/she may file the  
38 grievance in writing simultaneously with the Board of  
39 Education and the President of the Association within ten  
40 (10) days after the written decision at Level Three is  
41 received.  
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8.3.4.2 If the Grievant does not receive a decision from Level Three within five (5) days of the Level Three meeting, he/she may file the grievance in writing simultaneously with the Board of Education and the President of the Association.

**8.3.5 Level Five**

8.3.5.1 If the grievant is not satisfied with the written disposition of the grievance at Level Four he/she may request in writing that the Association submit his/her grievance to arbitration within ten (10) days, after the written decision at Level Four is received. The Superintendent shall be provided a copy of the grievant's request.

8.3.5.2 If the grievant does not receive a written decision from Level Four within ten (10) days after filing the grievance with the Board, he/she may file a request in writing that the Association submit his/her grievance to arbitration. The Superintendent shall be provided a copy of the grievant's request.

**8.3.6 Arbitration**

8.3.6.1 The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the grievant, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator.

8.3.6.2 The parties shall schedule a pre-arbitration conference within ten (10) days of the Superintendent's receipt of the Association's demand for arbitration. The parties shall attempt to mutually agree upon an arbitrator and such stipulations as possible in order to expedite the matter. Should the parties fail to reach an agreement on an arbitrator, or a procedure for selecting an arbitrator, the Association may request a panel of arbitrators from the American Arbitration Association (AAA). The Superintendent or his designee if one is appointed, shall receive a copy of the request. Such request shall be made within ten (10) days of the pre-arbitration conference.

1 8.3.6.3 Regardless of the arbitrator, the parties will be bound by  
2 the rules and procedures of the AAA and the arbitrators  
3 shall hear the matter under the Voluntary Labor Rules of  
4 AAA.

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6 8.3.6.4 The arbitrator's decision will be in writing and will set  
7 forth his/her findings of fact, reason, and conclusions on  
8 the issue submitted. The arbitrator shall have no power to  
9 add to, subtract from or modify the terms of this  
10 Agreement. The decision of the arbitrator will be  
11 submitted to the Board and the Association within thirty  
12 (30) calendar days. The decision of the arbitrator shall be  
13 binding and in the form of a decision to the District and the  
14 Association.

15  
16 8.3.6.5 All costs for the services of the arbitrator, including but not  
17 limited to per diem expenses, his/her travel and subsistence  
18 expenses and the cost of any hearing room will be borne  
19 equally by the Board and the Association. All other costs  
20 will be borne by the parties incurring them.

21  
22 **8.4 Rights of Teachers to Representation**

23  
24 8.4.1 No reprisals of any kind will be taken by the Superintendent or by any  
25 member or representative of the administration or the Board against any  
26 aggrieved person, any party in interest, any member of the Association or  
27 any other participant in the grievance procedure by the reason of such  
28 participation.

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30 8.4.2 A teacher may be accompanied at all stages of the grievance procedure  
31 beyond Level One, at his/her option, by a representative selected by the  
32 Association. If a teacher is not represented by the Association or its  
33 representative, the Association shall have the right to review and to state  
34 its views prior to any resolution of the grievance.

35  
36 8.4.3 A person involved in this process, whether grievant or subpoenaed  
37 witness, shall be entitled to release time without loss of pay.

38  
39 **8.5 Miscellaneous**

40  
41 8.5.1 If a grievance arises from action or inaction on the part of a member of the  
42 Administration at level above the principal or immediate supervisor, the  
43 Grievant may submit such grievance in writing to the Superintendent and  
44 the Association directly, and if the Superintendent agrees, the processing  
45 of such grievance will be commenced at Level Three. The Association  
46 may process such a grievance through all levels of the grievance

1 procedure when the rights of the Association are the basis of the  
2 grievance.

3  
4 8.5.2 Decisions rendered at Levels Two and Three of the grievance procedure  
5 will be in writing setting forth the decision the reasons therefore and will  
6 be transmitted promptly to all parties in interest and to the President of the  
7 Association. Time limits for appeal provided in each level shall begin the  
8 day following receipt of written decision by the parties in interest.

9  
10 8.5.3 When it is necessary for a representative designated by the Association to  
11 process a grievance or attend a grievance meeting or hearing during the  
12 day, he/she will, upon notice to his principal or immediate supervisor by  
13 the Superintendent, be released without loss of pay in order to permit  
14 participation in the foregoing activities. Any teacher who is required to  
15 appear in such proceedings, meetings, or hearings as a witness will be  
16 accorded the same right.

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18 8.5.4 All documents, communications and records dealing with the processing  
19 of a grievance will be filed in a separate grievance file and will not be kept  
20 in the personnel file of any of the participants.

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22 8.5.5 Forms for filing grievances, serving notices, taking appeals, making  
23 reports and recommendations, and other necessary documents will be  
24 prepared by the District and given appropriate distribution to the  
25 Association and schools so as to facilitate operation of the grievance  
26 procedure. The costs of preparing such forms shall be borne by the  
27 District.

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29 8.5.6 Upon mutual agreement by the District and Association, grievance  
30 procedure timelines may be amended.

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3 **ARTICLE 9. WORK YEAR**

4 9.1 **Regular Work Year.** Work years for all ten (10) month employees shall be one  
5 hundred eighty-four (184) days, one hundred eighty (180) of such shall be  
6 instructional days. The current District calendar shall be set forth in the  
7 appendices of this Agreement. On the one hundred and eighty-fourth day (184<sup>th</sup>)  
8 the parties agree:

9 9.1.1 That this day be a non-student work day for unit members;

10  
11 9.1.2 That the purpose of this work day is for unit members to accomplish non-  
12 instructional duties;

13  
14 9.1.3 As determined by the site-based decision making process, staff meetings  
15 may be held up to two (2) hours. Staff meetings may exceed this limit if  
16 the site-based decision committee has so determined;

17  
18 9.2 **Development of Annual Calendar.** The school calendar shall be cooperatively  
19 developed by the parties prior to the close of each school year.

20  
21 9.2.1 A Tentative Agreement regarding a proposal for the ensuing school  
22 year(s) calendar will be reached prior to submission to the Governing  
23 Board for approval. The Tentative Agreement will reflect the work and  
24 recommendation of the Calendar Committee.

25  
26 9.3 **Summer School/Extended School Year.**

27  
28 9.3.1 **Posting**

29  
30 9.3.1.1 The Superintendent shall determine the number of positions  
31 and assignments for summer school prior to the end of each  
32 school year;

33  
34 9.3.1.2 The District shall post the summer school vacancies, which  
35 will reflect the application procedure, and any special  
36 qualifications required;

37  
38 9.3.1.3 Unit members interested in teaching summer school  
39 assignments shall submit applications in conformance with  
40 the procedure set forth in the posting;

41  
42 9.3.2 **Criteria for Selections**

43  
44 9.3.2.1 Unit members shall be given priority consideration for  
45 summer school assignments;

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- 9.3.2.2 Applicants shall be selected based on the following criteria:
  - 9.3.2.2.1 Credentials to perform the required services;
  - 9.3.2.2.2 The unit member’s past evaluation(s);
  - 9.3.2.2.3 The unit member’s experience and/or training as it relates to the posted special qualifications;
  - 9.3.2.2.4 Any special skills/abilities as related to posted special qualifications;
- 9.3.2.3 In the event the selection cannot be made on the basis of the above, District seniority shall be the determining factor. Applicants not selected shall be notified within seven (7) working days of the selection of the summer school staff.
- 9.3.2.4 The Board shall have final approval.

**9.3.3 Terms and Conditions of Employment**

- 9.3.3.1 **Hourly Pay.** Unit members selected for summer school assignments shall be paid at an hourly rate of \$33.00 an hour commencing with the summer of 2007.
- 9.3.3.2 **Term.** The length of the summer school shall be determined by the District based on funding considerations.
- 9.3.3.3 **Prep/Planning Time.** Unit members teaching a full summer school day shall be provided and compensated 20 minutes of prep/planning time beyond the summer school day.
- 9.3.3.4 **Break/Supervision.** Unit members teaching a full summer school day shall have a mid-day 20-minute rotating break/supervision time at all levels.

9.3.4 **Containment of Summer School Costs.** It is the intent of the parties to contain the cost of operating the summer school program within appropriate sources of funding.

9.3.5 **Summer School Calendars.** Summer school calendars shall be established and distributed not later than March 31 annually.

1 **ARTICLE 10. TEACHING HOURS**

2  
3 10.1 **Average Teacher Workweek.** The average teacher work week shall not be less  
4 than thirty-five (35) hours nor more than forty (40) hours normally to be rendered  
5 in units of seven (7) hours of school-based service per day. This shall include  
6 preparation time, relief periods and teacher presence on site thirty (30) minutes  
7 prior to the student day. The thirty-five (35) hours of school-based service may  
8 be increased to provide time for parent school meetings, faculty, department or  
9 other school related meetings which cannot be completed during the normal day.  
10 This increased time shall not exceed five (5) hours during a regular week, and be  
11 prorated during a week of less than five (5) days.  
12

13 10.1.1 The thirty-five (35) hours of school based service may be allocated in a  
14 manner to provide for the designation of one compact day in the work  
15 week for professional development and collaborative planning purposes.  
16 Preparation and planning periods shall be provided as identified in 10.2 of  
17 this Article. A reallocation of the thirty-five (35) hours at a particular  
18 school shall be subject to Article 24.  
19

20 10.2 **Preparation and Planning Periods.**

21  
22 10.2.1 Teachers assigned to grades 7-12 shall have no less than five (5)  
23 uninterrupted, unassigned, periods of not less than forty-five (45) minutes  
24 each, per week, set aside exclusively for preparation and planning.  
25 Teachers assigned to grades 7-12 may have their weekly minimum of  
26 three and three-fourths (3 3/4) hours of preparation and planning time  
27 configured to match a block or modified block schedule.  
28

29 10.2.2 Elementary school teachers (K-6) shall have no less than three and three-  
30 fourths (3-3/4) hours per week set aside exclusively for preparation and  
31 planning. K-6 site staff to be involved in an annual determination of the  
32 scheduling of this preparation period and planning time.  
33

34 10.2.3 Tenured elementary teachers shall be allowed time pursuant to Article 10,  
35 Section 10.2.2 during periods when demonstration/specialist teachers are  
36 present to teach their class, provided that the following conditions are met:  
37

38 10.2.3.1 The classroom teachers must be present for beginning and  
39 ending of scheduled sessions, and  
40

41 10.2.3.2 The classroom teacher has provided guidance to  
42 demonstration teachers on emergency procedures, seating  
43 charts, and other pertinent procedures.  
44

1                   10.2.3.3       Elementary site representatives will annually review the  
2   guidelines for classroom teachers to use to assist  
3   demonstration teachers during these planning periods.  
4

5                   10.2.4 All planning time, as provided in 10.2.1 and 10.2.2 is recognized to be  
6   part of the regular onsite day.  
7

8   10.3   **Subject Area Preparation, Grades 7-12.** Teachers assigned to grades 7-12 shall  
9                   normally have no more than two (2) subject area preparations per day without  
10                   their written voluntary consent. For the purpose of this article, subject areas are  
11                   the equivalent of departments. In the event additional preparations are deemed  
12                   necessary by the principal, he/she shall consult with the teacher.  
13

14   10.4   **Duty-Free Lunch.** Every teacher shall be entitled to one duty-free, uninterrupted  
15                   lunch period of at least forty-five (45) minutes each day. On days which are  
16                   declared “rainy days” lunch periods may be reduced to not less than thirty (30)  
17                   minutes.  
18

19   10.5   **Relief Breaks.** Each teacher shall be entitled to a morning and afternoon relief  
20                   period each day, when school schedules accommodate such provision.  
21

22   10.6   **Faculty Meetings.** With respect to faculty meetings, the Board’s representative  
23                   who calls such meetings shall normally provide each teacher with an agenda for  
24                   the meeting at least one day before such meeting is held and shall also permit  
25                   teachers to request items be placed on the agenda which are pertinent to the  
26                   operation of the school.  
27

28   10.7   **Instructional Minutes for Each Educational Level Shall Be:**

29

30                   Kindergarten.....	300
31                   Elementary.....	305
32                   Junior High School.....	357
33                   High School.....	370

34

35   10.8   **Adjustments to Starting and Ending Times.** The District may adjust start/  
36                   ending times at individual school sites provided such adjustment does not differ  
37                   more than one-half hour from existing practice. The District shall notify the  
38                   Association prior to implementing any change in school schedules and shall  
39                   negotiate changes in excess of one-half hour upon timely demand.  
40

41   10.9   **“Zero” Elective Period.** A “Zero Period”, if utilized, is an elective period to be  
42                   offered either immediately before or after the normal instructional day. The  
43                   assignment to a zero period is on a voluntary basis. A unit member who is  
44                   assigned a zero period shall have a total of six assigned periods including the zero  
45                   period and a preparation period.  
46

1    **10.10 Voluntary Student Supervision Plan**

2  
3            10.10.1       **Intent of the Parties.** The Association and the District hereby  
4                            affirm our mutual intent to undertake the following plan to  
5                            provide/encourage the voluntary participation of Certificated Unit  
6                            Members in the supervision of students’ activities such as  
7                            assemblies, concerts, athletic events, field trips and lunch time  
8                            activities.

9  
10           10.10.2       **Activities Which Require Supervision.** Each Site Administrator  
11                           will annually (or more frequently if the staff so chooses) develop a  
12                           list of activities which will require staff supervision and will  
13                           determine the numbers of staff needed at each activity. The  
14                           aforementioned list will be circulated by the Site Administrator to  
15                           the staff on his/her site during the first month of school in order of  
16                           District Seniority and each employee will be encouraged to  
17                           participate equally in the supervisory duties on the list. No  
18                           employee will be forced to participate; however, it is the intent of  
19                           the Association to actively encourage voluntary participation.

20  
21           10.10.3       **Staff Participation.** Voluntary, equal participation of the  
22                           Certificated Staff in extra curricular activities is consistent with the  
23                           Association’s commitment to providing a quality educational  
24                           experience to our students through providing an orderly and caring  
25                           environment.

26  
27    **10.11 Saturday School.** The following procedures shall apply to the District’s Saturday  
28    School Program:

29  
30           10.11.1       **Posting.** The Superintendent shall determine the number of  
31                           positions and assignments for Saturday School and will post them  
32                           as soon as they are known. The posting shall reflect the  
33                           application procedures and any special qualifications required.

34  
35           10.11.2       **Application.** Unit members interested in teaching Saturday  
36                           School shall submit applications in conformance with the  
37                           procedures set forth in the posting.

38  
39           10.11.3       **Criteria for Selection.** Unit members shall be given priority  
40                           consideration for Saturday School assignments. Applicants shall  
41                           be selected based on the following criteria:

42  
43                           10.11.3.1        Credentials to perform the required services;

44  
45                           10.11.3.2        The unit member’s past evaluation(s);

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- 10.11.3.3 The unit member's experience and/or training as it relates to the posted special qualifications;
  - 10.11.3.4 Any special skills/abilities as related to posted special qualifications;
  - 10.11.3.5 In the event the selection cannot be based on the above, District seniority shall be the determining factor.
  - 10.11.3.6 The Governing Board shall have final approval based upon the recommendation of the Superintendent.
- 10.11.4 **Salary.** Unit members selected for Saturday School assignments shall be paid an hourly rate calculated by dividing the Column I, Step 1 per diem by seven (7).
- 10.11.5 **Hours.** The length of the Saturday School day as well as the frequency and continuation of the program shall be determined by the District based on District needs and funding considerations.
- 10.11.6 **Containment of Costs.** It is the intent of both parties to contain Saturday School costs within the appropriate sources of funding.
- 10.12 **Compensatory Time.** Unit members shall be entitled to compensatory time subject to the following:
- 10.12.1 Compensatory time may be accumulated when initiated and authorized by the unit member's supervisor and agreed to by the unit member up to two (2) days per year. Compensatory time may be used to supplement the unit member's work week as defined in section 10.1 or in addition to the unit member's work year as defined in Article 9.
  - 10.12.2 Compensatory time may not be accumulated when unit members receive stipends or differential salary for extra services.
  - 10.12.3 Such compensatory time agreements shall be set forth in writing prior to the expected date(s) of additional service.
  - 10.12.4 Unit members may redeem compensatory time in less than one (1) day increments, and be paid on a fractional basis at the supplemental student contact hourly rate.



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10.14.2      **Application Process.** Teachers may request to participate in a shared teaching assignment by completing a Shared Teaching Assignment Request Form and submitting it to their site administrator by May 1. The site administrator shall review the proposal and submit it to the Superintendent with a recommendation for approval/disapproval. By June 15, the Superintendent shall inform the teachers of the District’s decision. Approval of a Shared Teaching Assignment request will be at the discretion of the Superintendent with the approval of the Board of Education.

Participating teachers must secure a leave of absence for that portion of the Assignment for which they will not be teaching.

10.14.3      **Partnerships.** Shared Teaching Assignments shall be filled by teachers who have jointly requested to work together. Should either partner fail to complete their portion of the shared assignment, the unfilled portion shall be considered a vacancy and staffed through the normal hiring procedures of the District.

10.14.4      **Responsibilities.** Teachers approved for a Shared Teaching Assignment will allocate classroom responsibilities and submit the design to the site administrator for approval. Teachers in a shared assignment will participate to the same extent as other unit members in any adjunct duties and site meetings on their assigned days.

Both teachers in a shared assignment will be required to attend all District preparation days and the first week of school in order to formulate an instructional plan and to allow for students to become familiar with each teacher. The number of additional full-participation days shall not exceed six (6) per individual teacher.

10.14.5      **Evaluation.** Both teachers in a shared assignment shall be subject to the District evaluation procedures as outlined in Article 18 of the current Agreement.

10.14.6      **Benefits.** Teachers shall indicate in their proposal, their selection option for health and welfare benefits. The cost of Health and Welfare benefits shall not exceed the cost of benefits for one full-time employee, i.e., one benefit package per shared teaching assignment within one of the following options:

10.14.6.1      Shared benefit package may provide a 50%/50% split with each teacher paying half of the total premium.

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10.14.6.2 One teacher in a 50%/50% shared assignment may waive benefits and the other receive the total benefit package.

10.14.6.3 Both members of the 50%/50% shared assignment may waive benefits and receive one half of the waivee stipend each.

10.14.6.4 For teachers in a 50%/50% shared assignment, one teacher may select medical and the other teacher may select the dental and vision insurance coverage. Both teachers shall receive life insurance under this option.

10.14.6.5 Partners in a shared teaching assignment, other than 50%/50%, may elect for the majority percent assignment member to select the medical and life insurance plans and the other member select the dental and vision plans.

10.14.7 **Return to Full Time Employment.** If a teacher in a shared assignment requests return to full time employment or the District determines that a particular shared assignment will not be approved for the subsequent year, such requests shall be considered a voluntary transfer and processed in accordance with Article 14 of this Agreement. Teachers in a shared assignment shall have the right to return to full time. Requests for return to full time employment shall be submitted by March 15.

10.14.8 **Substituting.** Teachers on shared assignment are encouraged to substitute for each other. Such reciprocal substituting arrangements should be worked out in advance between the teachers and the site administrator. If the partner is not able to substitute, the District shall employ a daily substitute. A teacher who has two (2) years of job sharing that is equal to or greater than 75% of a school year will qualify for one (1) year for movement on the salary schedule.

1                   **ARTICLE 11. TEACHER HEALTH AND WELFARE BENEFITS**

2  
3   11.1   **Current Program Descriptions.** Program descriptions of each option shall be  
4 included in the Appendices to this Agreement. It is the intent of the parties that  
5 representatives of both certificated and classified bargaining units will continue to  
6 work with the District to monitor the District’s health and welfare benefits,  
7 including making recommendations pertaining to the self-insurance aspects of  
8 specified options.

9  
10   11.2   **District Contribution.** The Board shall provide health and welfare benefits for  
11 Full-time unit members as stipulated in the appendix of this agreement. Eligible  
12 unit members may choose one (1) of the options listed in the appendix of this  
13 agreement. Eligibility criteria is set forth in 11.6 below.

14  
15   11.3   **Tax Sheltered Annuities.** Teachers may participate in Board approved tax  
16 sheltered annuity of their choice with the District providing payroll deductions for  
17 this purpose.

18  
19   11.4   **Medical Examinations and Tests.** All physical and mental examinations and  
20 tests required by the District for teachers shall be paid for by the Board.

21  
22   11.5   **Property Damage.** The Board shall reimburse unit members for any damaged,  
23 stolen, or destruction of personal property suffered in the course of performing  
24 their duties, subject to the following conditions:

25  
26           11.5.1 Maximum benefit shall be five hundred dollars (\$500) or replacement  
27 cost, whichever is the lesser.

28  
29           11.5.2 Any personal equipment for which reimbursement is requested shall have  
30 been approved for use by the unit member’s immediate supervisor.

31  
32           11.5.3 Personal property shall be restricted to items normally worn by the teacher  
33 or equipment approved by the immediate supervisor for use in the  
34 classroom.

35  
36           11.5.4 Reimbursement shall be secondary to employees own coverage.

37  
38           11.5.5 Claims shall be forwarded to the District Administrative Services Office  
39 by the site principal.

40  
41   11.6   **Eligibility For Participation In Health and Welfare Benefit Programs**

42  
43           11.6.1 All full-time teachers are eligible.

44  
45           11.6.2 All part-time teachers who are contracted to work fifty percent (50%) or

1 more are eligible, except for those in shared teaching assignments as  
2 specified in Article 10.14.6.

3  
4 11.6.3 Teachers on Board approved paid leave of absence shall continue to  
5 receive benefits provided in this Article. District shall pay premiums.  
6

7 11.6.4 Teachers on Board approved unpaid leave of absence, who would  
8 otherwise be entitled to participate in the District Health and Welfare  
9 programs, may continue to receive benefits provided in this Article  
10 provided that the teacher on leave is responsible for paying required  
11 premiums.  
12

13 11.6.5 Should a teacher, who has taught for the full year, terminate employment  
14 following the last day of the school year and before the commencement of  
15 the ensuing school year, such teacher shall be entitled to continued  
16 coverage under the life, health, dental and vision care plans through June  
17 30.  
18

19 **11.7 Part-Time Temporary Employment Contract**  
20

21 11.7.1 **Re-employment Following Retirement.** This plan permits eligible unit  
22 members to retire under the State Teachers Retirement System and then be  
23 re-employed by the District, subject to the following conditions:  
24

25 11.7.1.1 The unit member shall have provided a minimum of ten  
26 (10) years of full-time satisfactory service in the District  
27 and shall have reached a minimum age of fifty-five (55) as  
28 of the close of the school year during which application is  
29 received.  
30

31 11.7.1.2 In order to be eligible for this plan, the unit member must  
32 resign from the School District.  
33

34 11.7.1.3 Unit members employed under this plan will be designated  
35 part-time temporary employee(s). For purposes of this  
36 provision, a part-time temporary employee is one who  
37 works less than 50% of a full-time equivalent position  
38 (FTE) and for a designated period of time not to exceed one  
39 year.  
40

41 11.8.2 **Annual Compensation Limit.** Annual compensation under this plan  
42 shall not exceed the amount determined annually by the state of  
43 California.  
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11.8.3 **Per Diem Pay.** The per diem received by the employees involved in this plan shall not exceed the highest daily rate which such employee received during his/her tenure with the District.

11.8.4 **Annual Contracts.** A contract shall be signed indicating the maximum annual salary the employee may receive.

11.8.5 **Selection and Assignment.** The final determination as to which certificated employees will participate in this program and the form of the part-time employment shall be at the discretion of the District.

1  
2  
3 **ARTICLE 12. SALARY**

4 12.1 **Current Salary Schedules.** The current salary schedules are included in the  
5 Appendices of this Agreement.

6 12.1.1 **Master’s Degree Stipend For Certain Employees.** A stipend in the  
7 amount of three percent (3%) of Step A, Column I shall be awarded  
8 holders of Master’s Degrees, regardless of salary schedule placement,  
9 provided that the unit member received a M.A. bonus during or before the  
10 1985/86 school year.

11  
12 12.2 **Mileage Reimbursement.** Employees who may be required to use their own  
13 automobiles in the performance of duties or who are assigned to more than one  
14 (1) work location per day shall be reimbursed at a per mile rate equivalent to one-  
15 half cent (\$0.005) less than the federal mileage reimbursement rate as reported by  
16 the San Diego County Office of Education.

17  
18 12.3 **ROP Salaries.** Teachers in the District’s Regional Occupation Program (ROP)  
19 shall be paid per ROP hourly rate schedule as set forth in the appendices to this  
20 Agreement.

21  
22 12.4 **Part-time Employment With Full Retirement Credit.** An employee may  
23 request a reduced workload with full retirement credit. The District shall review  
24 the needs of the District and may grant a reduced work load subject to the  
25 following conditions:

26  
27 12.4.1 The option of part-time employment must be exercised at the request of  
28 the employee, for a period not to exceed five (5) years, and can be revoked  
29 only with the mutual consent of employer and employee.

30  
31 12.4.2 The employee shall have attained age fifty-five (55) prior to the reduction  
32 of the workload under the plan and prior to the beginning of a school year.

33  
34 12.4.3 The employee may participate in the program for not more than five (5)  
35 years, or until age sixty-five (65), whichever comes sooner. The employee  
36 shall agree to retire at the end of this period.

37  
38 12.4.4 The employee shall have completed ten (10) years of active service under  
39 the provisions of the State Teacher’s Retirement System of which five (5)  
40 years immediately preceding reduced service shall have been full-time in  
41 the District.

42  
43 12.4.5 **Employee’s Contribution to STRS.** The employee shall make a  
44 contribution to the Retirement System as though he were working full-  
45 time and receiving full salary.

- 1           12.4.6 **District's Contribution to STRS.** The District shall make a contribution  
2           to the Retirement System on behalf of the employee as though he or she  
3           were serving full-time.  
4
- 5           12.4.7 **Health and Welfare Benefits.** The employee shall receive full District  
6           benefits for health and welfare benefits as though rendering full-time  
7           service.  
8
- 9           12.4.8 **Reduced Service Defined.** Reduced service shall be defined as half-time  
10          on a daily or hourly basis.  
11
- 12          12.4.9 **Application.** An employee who is interested in participating in the  
13          program shall contact the District Office. The appropriate administrator  
14          shall schedule a meeting with each such employee to develop a mutually  
15          agreeable program for such employee.  
16
- 17   12.5   **Counselor and Coordinator Classifications.** Counselors and Coordinators shall  
18   be paid at the rate of their appropriate placement on the teachers' salary schedule,  
19   multiplied by one hundred seven percent (1.07%). When assigned workdays  
20   beyond the base one hundred eighty-four (184) day unit member work year, the  
21   employee shall be paid at their per diem amount for each assigned workday in the  
22   extended period. Extended assignments shall be made by April 1.  
23
- 24   12.6   **Program Specialist Classifications.** Program Specialists shall be paid at the rate  
25   of their appropriate placement on the teachers' salary schedule, multiplied by one  
26   hundred ten percent (1.10%). When assigned workdays beyond the base one  
27   hundred eighty-four (184) day unit member work year, the employee shall be paid  
28   at their per diem amount for each assigned workday in the extended period.  
29   Extended assignments shall be made by April 1.  
30
- 31   12.7   **Librarians.** Librarians shall be paid at the rate of their appropriate placement on  
32   the teachers' salary schedule, multiplied by one hundred seven percent (1.07%).  
33   When librarians are assigned workdays beyond the base one hundred eighty-four  
34   (184) day unit member work year, the employee shall be paid at their per diem  
35   amount for each assigned workday in the extended period. Extended assignments  
36   shall be made by mutual agreement between the employee and the site principal.  
37
- 38   12.8   **Military Instructor Salary.**  
39   The salary for military instructors (Naval Junior Reserve Officers Training Corps  
40   – NJROTC) shall be in accordance with the District agreement with U.S.  
41   Department of the Navy for operating such programs. Salary placement for the  
42   Instructor shall be Column I/Step 1 of the Certificated Salary Schedule; Master's  
43   or Doctoral Stipend (if applicable); and appropriate placement on Step D of the  
44   Extracurricular Salary Schedule. Salary placement for the Assistant Instructor  
45   shall be Column I/Step 1 X .85 of the Certificated Salary Schedule; Master's or

1 Doctoral Stipend (if applicable); and appropriate placement on Step D of the  
2 Extracurricular Salary Schedule.

3  
4 **12.9 Professional Advancement Committee Procedures**

5  
6 **12.9.1 Composition of the Committee.** The Committee will be composed of  
7 one certificated person from each school site, a designee of the Superintendent,  
8 and a representative of the Human Resources Department. Members shall serve  
9 for a minimum of one year and be selected by certificated staff from the site on an  
10 annual basis.

11  
12 **12.9.2 Officers of the Committee.** The officers of the Committee shall consist  
13 of:

14  
15 12.9.2.1 Committee Chairperson elected annually from the school  
16 representatives;

17  
18 12.9.2.2 Secretary who is Superintendent's designee;

19  
20 **12.9.3 Function of the Committee.** The function of the Professional  
21 Advancement Committee is to:

22  
23 12.9.2.1 Approve coursework to be taken for advancement on the  
24 salary schedule;

25  
26 12.9.2.2 Verify completion of advanced degrees so that extra  
27 compensation listed on salary schedule can be awarded;

28  
29 **12.9.4 Member Responsibilities.** Committee members shall be responsible for:

30  
31 12.9.4.1 Informing staff members of their responsibility to have  
32 coursework approved;

33  
34 12.9.4.2 Providing and collecting forms and materials needed for  
35 professional advancement requests of teachers;

36  
37 12.9.4.3 Presentation of school site requests to the Professional  
38 Advancement Committee at the three yearly meetings  
39 in September, January and June;

40  
41 12.9.4.4 Serving as the communication link to report findings of the  
42 committee back to the individuals;

43  
44 12.9.4.5 Evaluate the courses requested by certificated persons for  
45 placement on the salary schedule;

46

1           **12.9.5 Criteria for Acceptance of Units.** Criteria for acceptance will be:  
2

3           12.9.5.1       Upper division or graduate course units of accredited  
4                           institutions relevant to the subject or subjects taught by  
5                           staff members taken after award of B.A./BS.  
6

7           12.9.5.2       Courses may only receive salary advancement credit once;  
8

9           12.9.5.3       Any course which does not meet the definitions above will  
10                          be discussed and evaluated on an individual basis by the  
11                          Committee;  
12

13          12.9.5.4       All units on the salary schedule are stated in semester units.  
14                          Quarter units must be converted to semester units on a  
15                          scale of three (3) quarter units to two (2) semester units;  
16

17          **12.9.6 Important Time Considerations.**  
18

19          12.9.6.1       Teachers are asked to declare if they think they will move  
20                          to a different column on the salary schedule in February or  
21                          March each year so that the budget for the next year can be  
22                          accurate.  
23

24          12.9.6.2       Teachers should turn in their requests to the PAC before the  
25                          classes are taken to ensure that the classes are acceptable to  
26                          the committee.  
27

28          12.9.6.3       Once courses have been approved by the PAC, transcripts  
29                          to verify class completion must be sent to the Human  
30                          Resources Department.  
31

32          12.9.6.4       Transcripts must be received by September 30 in order for  
33                          the salary movement to be reflected in that year's salary.  
34

35          12.9.6.5       If universities cannot meet the September deadline, grade  
36                          cards or letters from the registrar will serve temporarily as  
37                          verification until the official transcript is received.  
38

39          **12.9.7 Appeal Procedure.** In the event that a request has been denied by the  
40                          PAC, the individual may appeal to the Assistant Superintendent of Human  
41                          Resources Department and Board of Education, in that order.  
42

43          **12.10 Ten/Twelve Pay Options.** Unit members will be paid tenthly unless they elect  
44                          twelfthly pay option between June 1 and June 30 for the ensuing school year. No  
45                          changes shall be permitted except during the June window period.  
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**ARTICLE 13.**

**PAYROLL DEDUCTIONS AND ORGANIZATIONAL SECURITY**

**Dues Deductions.**

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

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

13.1.3 With respect to all sums deducted by the District pursuant to 13.1.1 above, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of bargaining unit members, including their names, addresses, and work locations for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

**13.2 Agency Fee.**

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

1 Education Code Section 45061 and in the same manner as set forth in this  
2 Article. There shall be no charge to the Association for such mandatory  
3 agency fee deductions.  
4

5 13.2.2 With respect to all sums deducted by the District pursuant to sections  
6 above, whether for membership dues or agency fee, the District agrees to  
7 remit such monies promptly to the Association accompanied by an  
8 alphabetical list of bargaining unit members for whom such deductions  
9 have been made, categorizing them as to membership or non-membership  
10 in the Association, and indicating any changes in personnel from the list  
11 previously furnished.  
12

13 **13.3 Religious Objectors.**  
14

15 13.3.1 Any bargaining unit member who qualifies as a religious objector shall not  
16 be required to join or financially support the Association as a condition of  
17 employment; except that such bargaining unit member shall pay, in lieu of  
18 a service fee, sums equal to such service fee to one of the following non-  
19 religious, non-labor organization, charitable funds exempt from taxation  
20 under Section 501c (3) of Title 26 of the Internal Revenue Code:  
21

22 13.3.1.1 Foundation to Assist California Teachers  
23

24 13.3.1.2 Ramona Children's Charity  
25

26 13.3.1.3 Local:  
27 - Boys and Girls Club  
28 - Ramona Foundation  
29

30 13.3.2 To receive a religious exemption, the bargaining unit member must submit  
31 a detailed written statement establishing the basis for the religious  
32 exemption. Forms for this purpose may be obtained from the Association.  
33 If accepted, the bargaining unit member shall make the payment to an  
34 appropriate charity as described in this Article.  
35

36 13.3.3 Proof of payment shall be made on an annual basis to the Association and  
37 District as a condition of continued exemption from the payment of  
38 agency fee. Proof of payment shall be in the form of receipts and/or  
39 canceled checks indicating the amount paid, date of payment, and to  
40 whom payment in lieu of the service fee has been made. No in-kind  
41 services may be received for payments, nor may the payment be in a form  
42 other than money such as the donation of used items. Such proof shall be  
43 presented on or before the due date for cash dues/fees for each school  
44 year.  
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13.3.4 Any bargaining unit member making payments as set forth in this section and who requests that the grievance or arbitration provisions of this Agreement be used in her or his behalf shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.

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

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



1 who have filed Request for Reassignment forms for site vacancies  
2 occurring after the start of the school year.

3  
4 **Transfer Requests.** Unit members may request a transfer to a  
5 vacancy within six (6) work days of its posting.  
6

7 **14.3 Assignment/Reassignment**

8  
9 **14.3.1 Basis for Considering Reassignment Requests.** Unit members  
10 may request reassignment and such requests shall be considered by  
11 the District on the following basis:  
12

- 13 14.3.1.1 The credentials to perform the required services;
- 14 14.3.1.2 Unit member's past evaluation(s); up to six (6)  
15 years;
- 16 14.3.1.3 The recommendation of the administrator to whom  
17 the unit member is currently responsible;
- 18 14.3.1.4 Any unique instructional skills or specialized  
19 training that matches needs of position;
- 20 14.3.1.5 Program needs;
- 21 14.3.1.6 The preference of the unit member;
- 22 14.3.1.7 Affirmative action goals of the District;

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30 **14.4 Involuntary Reassignments.** Unless evaluation based, the appropriate site or  
31 program administrator shall seek voluntary reassignment request(s) prior to  
32 making an involuntary reassignment(s). When involuntary reassignments are  
33 necessary, they shall not be made arbitrarily.  
34

35 **14.5 Split Assignments.**

36  
37 **14.5.1 Voluntary Basis.** Voluntary split assignments may be made on  
38 the basis of one of the following grounds:  
39

- 40 14.5.1.1 Four (4) classes at Ramona High School (RHS) and  
41 one (1) class at Olive Peirce Middle School  
42 (OPMS);
- 43 14.5.1.2 Three (3) classes at RHS and two (2) at OPMS.
- 44 14.5.1.3 Two (2) classes at RHS and three (3) at OPMS.  
45  
46

1 14.5.1.4 One (1) class at RHS and four (4) at OPMS  
2

3 14.5.2 **Involuntary Basis.** Involuntary split assignments may be made on  
4 one of the options described in 14.5 above, but the District must  
5 follow the same procedure as for making an involuntary transfer  
6 (see 14.6.2).  
7

8 14.6 **Transfers**  
9

10 14.6.1 **Voluntary Transfers.** A unit member may apply for a voluntary  
11 transfer within six (6) work days of a vacancy posting. The  
12 request shall be made on a “Request for Transfer” form, and filed  
13 with the District Human Resources Office. Voluntary transfers  
14 must be initiated by the unit member. No unit member shall be  
15 pressured by the District to seek a voluntary transfer.  
16

17 14.6.1.1 **Posting.** Upon knowledge of a vacancy, the District  
18 will post at each school, in the District Office and  
19 on its website a Notice of Vacancy. The Notice will  
20 be mailed to the Association at the time of the  
21 posting.  
22

23 14.6.1.2 **Transfer Request.** From the date of the posting unit  
24 members will have a minimum of six (6) working  
25 days to apply for any posted position for which they  
26 qualify. No new applications will be accepted after  
27 the posting period closes.  
28

29 14.6.1.3 Each Notice of Vacancy shall contain:  
30

- 31 • Vacancy location,
- 32 • Summary of job description,
- 33 • Credentials and qualifications necessary to  
34 meet the requirements of the position,
- 35 • Special skills and abilities required,
- 36 • A closing date which is at least six (6)  
37 working days following the posting date.  
38

39 No position will be filled prior to the posted closing  
40 date. Between August 15 to September 30 of each  
41 year at the Districts discretion, the posting timeline  
42 may be suspended.  
43

44 14.6.1.4 The District may interview and select the unit  
45 member who meets the posted qualifications to fill  
46 the posted vacancy. Selection will be based on the

1 following criteria which best match the  
2 responsibilities of the vacancy.

- 3
- 4 • Relevant experience
- 5 • Appropriate credential authorizations
- 6 • Professional skills/specialized trainings
- 7 • Program needs
- 8 • Endorsement of administrator of vacant
- 9 position. (If two (2) or more unit members
- 10 apply).
- 11

12 No outside applicant shall be selected to fill a  
13 vacancy if there are at least two (2) member  
14 applicants who meet the posted qualifications. In  
15 addition, any outside candidates shall meet all  
16 posted qualifications and the above mentioned  
17 selection criteria.

18  
19 Unit members who have been selected and will be  
20 transferred will be notified, in writing, as soon as  
21 possible. A unit member who participates in the  
22 procedure and is selected for transfer shall not be  
23 eligible to participate in the voluntary transfer  
24 procedure until the following year.

25  
26 14.6.1.5 Reasons Provided Upon Request. If a voluntary  
27 transfer request for a specific vacancy is denied, the  
28 unit member shall be so notified. Upon request, the  
29 unit member shall be provided, in writing, the  
30 specific reasons for the denial. The unit member's  
31 Request for Transfer shall remain active for  
32 consideration for subsequent vacancies.

33  
34 14.6.2 Involuntary transfers shall not be punitive or disciplinary in nature.  
35 Involuntary transfers may be made for the following reasons:

36  
37 14.6.2.1 Enrollment changes, program needs,  
38 implementation of a professional improvement  
39 program as defined in Article 18, and/or to balance  
40 certificated staff at a work location by considering  
41 factors such as, but not limited to, experience,  
42 racial/ethnic backgrounds, sex, and age;

43  
44 14.6.2.2 To achieve or maintain class size in conformance  
45 with Article 16;

- 1 14.6.2.3 Significant personality conflicts, but with the  
2 involved parties seeking mutual agreement prior to  
3 the transfer;  
4
- 5 14.6.3 **Right to Indicate Preferences.** Unit members to be involuntarily  
6 transferred shall have the right to indicate preferences from a list of  
7 vacancies, and the District shall honor such requests on the basis of  
8 the criteria listed in section 14.6.2 .  
9
- 10 14.6.4 **Written Reasons Upon Request.** A unit member being  
11 involuntarily transferred shall, upon request, be given the reasons  
12 for the impending transfer in writing as soon as it is known.  
13
- 14 14.6.5 **No Reduction in Benefits.** An involuntary transfer shall not result  
15 in the loss of compensation, seniority, or any fringe benefit to the  
16 unit member transferred.  
17
- 18 14.6.6 **Preference to Qualified Volunteers.** No position shall be filled  
19 by involuntary transfer if there is a qualified transfer volunteer for  
20 the assignment.  
21
- 22 14.6.7 **Criteria for Involuntary Transfer Selections.** If the involuntary  
23 transfer is necessary, the transfer shall be based on the criteria  
24 listed in section 14.6.2.  
25
- 26 14.6.8 **Consideration of Alternatives.** A good faith effort to find  
27 alternate solutions to the problem shall be made by the District.  
28
- 29 14.6.9 **Transfer Decisions Subject to Grievance Procedure.** A unit  
30 member being involuntarily transferred may challenge the decision  
31 by utilization of the grievance procedure.  
32
- 33 14.6.10 **Priority Consideration for Previous Transfer.** In the event there  
34 are two (2) or more vacancies, unit members previously being  
35 involuntarily transferred from their positions and who meet the  
36 criteria, shall have preference over those unit members seeking  
37 voluntary transfers in regard to choice of positions among those  
38 which are vacant.  
39
- 40 14.7 **Miscellaneous**  
41
- 42 **Release Time.** Unit members who are voluntarily or involuntarily  
43 transferred/reassigned/relocated shall be given the choice of fourteen (14) hours  
44 paid at the non-instructional hourly rate or compensatory time equivalent to two  
45 (2) days of preparation prior to the effective date of the move. During the school  
46 year the unit member may opt for two (2) days of paid release. The District shall

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provide assistance in moving a unit member’s material whenever a unit member moves. Should the move require additional time the District may grant additional time on a case by case basis. Teachers who initiate a request to relocate classrooms on their current campus for personal reasons, shall make the request in writing to the site administrator and shall not be granted compensation.

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**ARTICLE 15. LEAVES**

15.1 **Statutory Leave Benefits.** The mandatory leave benefits provided teachers by the Education Code are incorporated into this Agreement.

15.2 **Sick Leave**

15.2.1 **Annual Entitlement.** Every teacher shall be entitled to ten (10) days of paid sick leave for illness or injury and such additional days in addition thereto as the Board may allow for illness or injury with full pay for a school year of service. If a certificated person is employed after the beginning of the school year or on a part-time probationary basis, the benefits of this section are prorated.

15.2.2 **Credit For Sick Leave.** At the beginning of each school year, every teacher shall receive a sick leave allotment credit equal to his/her credited sick leave for the school year. A teacher may use his/ her credited sick leave at any time during the school year.

15.2.3 **Verification of Illness.** The District may require verification of illness if a teacher has been on sick leave and the District has cause to believe that the unit member has abused this provision.

15.2.4 **Written Notice of Earned Sick Leave.** The District shall provide each teacher with a written statement of his/her accrued sick leave total as of June 30 each year and his/her sick leave entitlement for the school year. Such statement shall be provided no later than October 15 of each school year.

15.2.5 **Transfer of Sick Leave.** Unused sick leave shall accrue from school year to school year without limit and be transferable to another District. Teachers hired into this District shall have accrued sick leave transferred into this District.

15.2.6 **Sick Leave During Extended School Year Employment.** Regular employees (members of the unit) may use up to two (2) days of regular accumulated sick leave during extended school year employment.

15.2.7 **Extended Illness Leave.** If a teacher has utilized all of his/her current sick leave and is still absent from his/her duties on account of illness or accident for a period of five (5) school months or less, then the amount of salary deducted in any month shall not exceed the sum which was actually paid a substitute or fifty percent (50%) of the salary due him/her during the period of absence, whichever

1 is the lesser amount. The five (5) months or less period during  
2 which the above deductions are made shall run concurrently with  
3 all other paid sick leave provisions for which he/she is eligible.  
4

5 **15.3 Bereavement Leave.** Every teacher shall be entitled to three (3) days of paid  
6 leave of absence, or five (5) days if travel of more than 200 miles is involved, on  
7 account of the death of any member of his/her immediate family. This leave shall  
8 not be deducted from sick leave. The Board shall require the use of Bereavement  
9 Leave before Personal Necessity leave days are used for purposes allowed in this  
10 section.  
11

12 **15.4 Jury Duty.** Teachers may be absent from School District assignments to serve as  
13 jurors without loss of pay. Fees paid teachers to serve as jurors shall be turned  
14 over to the School District.  
15

16 **15.4.1 Request For Exemption of Service.** A request for exemption  
17 from jury duty shall be made through a letter from the teacher's  
18 immediate supervisor upon written request of the teacher.  
19 Teachers desirous of serving on jury duty when called upon should  
20 notify their immediate supervisor in writing. This notification will  
21 be forwarded to the Human Resources Department.  
22

23 **15.5 Subpoena Leave.** Subpoena Leave is provided when a teacher is absent because  
24 of mandatory court appearance or other judicial proceeding. A teacher shall  
25 suffer no monetary loss by reason of this appearance, but shall receive that portion  
26 of his/her salary which represents the difference between fees paid by the court, or  
27 by the party requiring the appearance, and his/her regular salary.  
28

29 **15.5.1** A copy of the subpoena or a certificate from the Clerk of the Court  
30 and a report of fees received, exclusive of mileage, shall be filed  
31 with the absence report in the Human Resources Department.  
32

33 **15.6 Legislative Leave.** A teacher who is elected to the State Legislature shall be  
34 entitled to an unpaid leave of absence for the length of his/her term or terms in  
35 office.  
36

37 **15.6.1 Notification Required.** The teacher on such leave shall notify the  
38 Board of his/her intended return at least six (6) weeks in advance.  
39

40 **15.6.2 Return to Employment.** The teacher on such leave shall be  
41 entitled to return to employment at the end of the leave.  
42

43 **15.7 In-Service Leave.** A teacher may request paid leave each school year for the  
44 purpose of improving his/her performance. Such leave may be used to visit  
45 classes in other schools or to attend workshops related to his performance.  
46

1 15.8 **Association Leave.** The Association shall be credited with ten (10) days of  
2 released time, five (5) days of paid and five (5) days of unpaid leave to be used by  
3 employees who are state or national representatives of the Association; such use  
4 to be for attendance at state or national meetings or the Association. Association  
5 representatives shall be excused from school duties upon two (2) days advance  
6 notification to the Superintendent by the Association President.

7  
8 15.8.1 Association President shall be excused from school duties upon  
9 timely notification to the Superintendent up to ten (10) days. The  
10 Association shall reimburse the District for the cost of a substitute.

11  
12 15.9 **Health Leave.** The Board may grant a teacher, upon request, an unpaid leave for  
13 health reasons. Such leave shall be for a minimum of one (1) semester and a  
14 maximum on one (1) school year.

15  
16 15.9.1 **Physician's Statement Required.** A statement by the teacher's  
17 physician to the effect that the teacher is entitled to such leave shall  
18 be furnished upon request.

19  
20 15.9.2 **Notification of Return.** The teacher shall notify the District of  
21 his/her intended return date at least two (2) weeks in advance if  
22 returning from a semester leave, and by June 30 if returning from a  
23 school year leave.

24  
25 15.9.3 **Basis For Request.** Health Leave may be granted if a teacher is  
26 temporarily unable to perform his/her services because of illness,  
27 accident or quarantine.

28  
29 15.9.4 **Requests For Extension.** At the conclusion of a year's Health  
30 Leave if the teacher is still unable to return to duty, the Board may  
31 extend the leave for one (1) additional year.

32  
33 15.10 **Industrial Accident and Illness Leave.** An employee, upon the first day of  
34 service, shall be entitled to an industrial accident or industrial illness leave of  
35 absence, not working days in any one fiscal year for the same accident.

36  
37 15.10.1 **Leave Utilization.** An industrial accident or illness leave shall  
38 commence on the first day of absence and shall be reduced by one  
39 (1) day for each day of authorized absence. When such leave  
40 overlaps into the next fiscal year, the employee shall be entitled to  
41 only the amount of unused leave due for the same illness or injury.

42  
43 15.10.2 **Compensation While on Leave.** An employee absent from duties  
44 as a result of an industrial accident or illness shall be paid such  
45 portion of the salary due him/her for any month in which the  
46 absence occurs as when added to his/her temporary disability

1 indemnity will result in a payment to him/her of not more than  
2 his/her full salary. During any paid leave of absence, the employee  
3 shall endorse to the District the temporary disability indemnity  
4 checks received on account of his/her industrial accident or illness.  
5 The District, in turn, shall issue the employee appropriate salary  
6 warrants for payment of the employee's salary and shall deduct  
7 normal retirement and other authorized contributions.  
8

9 15.10.3 **Use of Accumulated Sick Leave.** Upon termination of the  
10 industrial accident or illness leave, an employee shall be entitled to  
11 the sick leave benefits provided and for the purpose of the section,  
12 his/her absence shall be deemed to have commenced on the date of  
13 termination of the industrial accident leave. Provided the  
14 employee continues to receive temporary disability indemnity,  
15 he/she is entitled to take only as much of his/her accumulated sick  
16 leave which then added to his temporary disability indemnity, will  
17 result in payment to him/her of not more than his/her full salary.  
18

19 15.10.4 **Must Remain In California.** An employee receiving the benefits  
20 of such leave shall, during periods of injury or illness, remain  
21 within the State of California unless otherwise authorized by the  
22 Governing Board.  
23

24 15.10.5 **Leave Does Not Accumulate.** Allowable industrial accident and  
25 illness leave shall not be accumulated from year to year.  
26

27 15.10.6 **Use of Sick Leave Pending Final Determination.** When a  
28 dispute arises regarding an industrial accident or illness, no leave  
29 shall be granted until a determination has been made regarding the  
30 case by the State Compensation Office or the Appeals Board.  
31 While this dispute is pending, sick leave benefits as prescribed in  
32 this Agreement shall be provided by the School District.  
33

34 15.10.7 **District's Right to Determine Physician.** In order to qualify for  
35 industrial accident or illness leave coverage, an employee claiming  
36 such leave shall be examined and treated, if necessary, by a  
37 physician approved by the District's industrial accident insurance  
38 carrier.  
39

40 15.10.8 **Return To Service.** An employee shall be permitted to return to  
41 service after an industrial accident or illness only upon the  
42 presentation of a release from the authorized Worker's  
43 Compensation physician certifying the employee's ability to return  
44 to his/her position classification with or without restrictions or  
45 detriment to the employee's physical and emotional well-being.  
46

1 15.11 **Sabbatical Leave.** A permanent employee of the District who has served  
2 seven(7) consecutive years shall be eligible to apply for a sabbatical leave. At the  
3 discretion of the Board, up to three percent (3%) of the employees may be granted  
4 sabbatical leave.

5  
6 15.11.1 **Purpose of Leave.** The main purpose of sabbatical leave shall be  
7 for professional study and research or educational travel.

8  
9 15.11.2 **Study and Research.** Applicant who submits a proposed program  
10 of study for a sabbatical leave shall undertake a full program of at  
11 least sixteen (16) hours undergraduate study per semester or twelve  
12 (12) hours of graduate study, or the equivalent thereof. The  
13 program submitted shall be designed to increase the teacher's  
14 understanding of educational psychology, improve the facility in  
15 teaching technique, or broaden experience in special subject fields.

16  
17 15.11.3 **Educational Travel.** Applicant who desires to travel must submit  
18 a complete statement of the proposed itinerary. Acceptable travel  
19 is defined as travel in foreign countries, or travel that will enrich  
20 the teacher's experience and understanding of other peoples and  
21 other cultures. Before returning to duty, the employee on  
22 sabbatical leave shall submit a satisfactory summary of his/her trip  
23 together with a brief statement of the educational growth obtained  
24 through his/her experience.

25  
26 15.11.3.1 The purpose of sabbatical leave shall be flexible  
27 enough to provide for the specific needs of the  
28 individual and schools. Unusual cases should be  
29 given special consideration by the Superintendent of  
30 Schools and the Board.

31  
32 15.11.4 **Requests for Leave.** An employee requesting sabbatical leave  
33 consideration shall submit the District application form by March  
34 1, preceding the school year for which the leave is requested. By  
35 April 1, the District Superintendent shall submit a recommendation  
36 for Governing Board consideration regarding qualifying sabbatical  
37 leave applications. By May 15, the Board of Education shall take  
38 action on sabbatical leave requests.

39  
40 15.11.5 **Employment While On Leave Prohibited.** An employee shall  
41 not accept gainful employment while on sabbatical leave without  
42 the prior written approval of the Superintendent.

43  
44 15.11.6 **Compensation While On Leave.** An employee granted a  
45 sabbatical leave shall receive fifty percent (50%) of the normal pay

1 that the employee would have received had he or she not been on  
2 sabbatical leave. The two options for method of payment shall be:

3  
4 15.11.6.1 An employee on sabbatical leave may be paid in  
5 two (2) equal installments; one shall be paid at the  
6 end of the first year and the other at the end of the  
7 second year of active service following the leave.

8  
9 15.11.6.2 The employee on sabbatical leave may elect to be  
10 paid in the same manner as though active service  
11 continued to be to the District, upon furnishing of a  
12 suitable bond indemnifying the District against loss  
13 should the employee fail to satisfactorily complete  
14 the leave conditions, and render service for at least  
15 twice the length of the leave at the conclusion of the  
16 leave of absence. The bond shall be exonerated in  
17 the event the failure to render the agreed upon  
18 services is due to death or physical or mental  
19 disability of the employee.  
20

21 15.11.7 **Comprehensive Report Required.** The unit member shall, within  
22 sixty (60) days following return to active service, submit a  
23 comprehensive report to the Superintendent certifying the  
24 successful fulfillment of the terms and conditions under which the  
25 leave was granted. This comprehensive report shall include:  
26

27 15.11.7.1 Official transcripts of all completed course work.;

28  
29 15.11.7.2 A complete travel itinerary;

30  
31 15.11.7.3 Recommendation of how the sabbatical leave  
32 results may be shared with students and staff;  
33

34 15.11.7.4 A complete file of all pertinent materials either  
35 developed or collected during the leave, and a  
36 recommendation for use within the District;  
37

38 15.11.8 **Forfeiture of Compensation.** Failure to provide a report which  
39 certifies the successful fulfillment of the terms and conditions  
40 under which the leave was granted shall constitute a failure of  
41 leave condition and shall result in forfeit of all leave compensation.  
42

43 15.12 **Personal Necessity (Emergency) Leave.** Unit members shall be entitled to use  
44 up to seven (7) days of sick leave earned pursuant to 15.2 above in cases of  
45 circumstances that are serious in nature, which cannot be expected to be  
46 disregarded, and which necessitate immediate attention. Such emergency leave of

1 absence is to be used solely for circumstances in which absence from service is  
2 necessary and unavoidable.

3  
4 **15.12.1 Circumstances Where Advanced Permission Not Required.**

5 Unit members shall not be required to secure advanced permission  
6 to use Personal Necessity leave for accidents involving the unit  
7 member or the unit member's property, accident or illness  
8 involving a member of the unit member's immediate family or in  
9 the event of a verifiable emergency.

10  
11 **15.12.2 Circumstances Where Personal Necessity Leave Shall Be**  
12 **Approved.** Personal Necessity leave shall be approved in advance  
13 for circumstances such as, but not limited to, extensions of  
14 Bereavement leave as provided pursuant to 15.3 above, Child  
15 Rearing leave pursuant to 15.15, Paternity leave pursuant to  
16 15.14.2 or personal business that cannot reasonably be conducted  
17 at times not in conflict with the unit member's workday.

18  
19 **15.12.3 Circumstances Where Personal Necessity Leave Shall Not Be**  
20 **Approved.** Personal Necessity leave shall not be approved for  
21 circumstances of personal convenience, extensions of holidays,  
22 securing or performing alternative employment, recreation, and/or  
23 travel not necessitated by other leave utilization.

24  
25 **15.12.4** Unit members elected to a governmental public office, either local,  
26 state or federal may be granted Personal Necessity Leave to attend  
27 meetings/activities directly related to their elected position.

28  
29 **15.13 Personal Business Leave.** A unit member may be excused from duty with the  
30 approval of his or her site administrator for personal business for up to two (2)  
31 hours without loss of pay or sick leave. It is incumbent upon the unit member to  
32 arrange for satisfactory coverage during his/her absence, and that there be no cost  
33 to the District.

34  
35 **15.14 Maternity Leave.** The Board shall provide for leave of absence from duty for  
36 any certificated employee of the District who is required to be absent from duties  
37 because of disability due to pregnancy, miscarriage, childbirth, and recovery  
38 therefrom. The length of the leave of absence including the date on which the  
39 leave shall commence and the date on which the employee shall resume duties,  
40 shall be determined by the employee and the employee's physician. Disabilities  
41 caused or contributed to or by pregnancy, miscarriage, childbirth and recovery  
42 therefrom are, for all job-related purposes, temporary disabilities and shall be  
43 treated as such under any health or temporary disability insurance or sick leave  
44 plan available in connection with employment by any School District. All written  
45 and unwritten employment policies and disability due to pregnancy, miscarriage,

1 childbirth and recovery therefrom on the same terms and conditions applied to  
2 other temporary disabilities.

3  
4 15.14.1 **Right to Use Sick Leave.** Any teacher shall have the right to  
5 utilize sick leave (regular and extended) and request use of other  
6 applicable leaves for absences necessitated by pregnancy,  
7 miscarriage, childbirth and recovery therefrom.

8  
9 15.14.2 **Male Teacher's Use of Leave.** A male teacher shall be entitled to  
10 three (3) days paid leave to care for his child or the mother of his  
11 child, for purposes listed above.

12  
13 15.15 **Child Rearing Leave.** Upon request, the Board may provide a male or female  
14 teacher who is a natural or adopting parent an unpaid leave of absence for the  
15 purpose of rearing his or her infant. Such leave shall remain in effect at least until  
16 the end of the semester following the birth of the child or the placement of the  
17 adopted child in the home. A teacher shall notify the Board that he or she intends  
18 to take such leave at least four (4) weeks prior to the anticipated date on which the  
19 leave is to commence.

20  
21 15.15.1 **Leave for Adoption.** A male or female teacher who is adopting,  
22 shall be entitled to five (5) days of unpaid leave for the purpose of  
23 caring for the needs of the adopted child. The benefits of this  
24 section are to be the same as provided for in the definition of  
25 unpaid leave.

26  
27 15.15.2 **Additional Leave Requests.** Upon request, the Board may  
28 provide additional child rearing leave for a maximum of one (1)  
29 year if the teacher makes application no later than two (2) weeks  
30 preceding the requested leave.

31  
32 15.16 **Study Leave.** The Board may grant a teacher an unpaid leave of absence to  
33 pursue educational improvement and advancement. Such leave shall be for a  
34 minimum of one (1) semester and a maximum of one (1) school year.

35  
36 15.16.1 **Application.** A teacher shall apply to the Board for such leave no  
37 later than eight (8) weeks before its anticipated commencement.

38  
39 15.16.2 **Requests For Extension.** Upon request, the Board may extend a  
40 teacher's study leave for a maximum of one (1) year. Any teacher  
41 who seeks an extension of study leave shall make application no  
42 later than one (1) week preceding the expiration of the original  
43 leave.

44

1 15.17 **Other Leaves.** The Board may grant unpaid leaves. Such leaves shall not be for  
2 a period less than one day nor extending longer than the school year in which the  
3 leave was granted.  
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3 **ARTICLE 16. CLASS SIZE**

4 16.1 **Allocation Ratios.** The allocation ratio of regular classroom teachers to regular  
5 program pupils in the District shall be based on one (1) to thirty (30) maximum.  
6 Conformance to this ratio is determined by reducing the total student population  
7 by the number of students exclusively assigned to ROP or Special Education  
8 classes but including mainstreamed or included students assigned to regular  
9 education classes for more than 50% of the day. The result determines the  
10 minimum non-categorical staff size.

11 16.2 **Assignments Based on Enrollment.** Teachers shall be allocated based on  
12 estimated enrollments and when actual enrollment ratios exceed Section 16.1 of  
13 this Article, the District shall adjust the number of teachers assigned to conform  
14 with Section 16.1.

15  
16 16.3 **Equitable Class Sizes.** Individual class size may fluctuate within District  
17 allocations. The pupils will be distributed equitably among the teachers assigned  
18 to that grade level or subject area.

19  
20 16.3.1 **Mainstreamed Students.** The District shall consider the  
21 the following factors when assigning “mainstreamed” students to  
22 non-special students already assigned to the class:

23  
24 16.3.1.1. The number of mainstreamed students already  
25 assigned to the class;

26  
27 16.3.1.2 Unique demands on the teacher created by the  
28 mainstreamed students already assigned;

29  
30 16.3.1.3 The needs of the student to be mainstreamed;

31  
32 16.3.2 **Equitable Assignment.** District will attempt to equitably assign  
33 mainstreamed students among the teachers at the various grade  
34 levels or subject areas.

35  
36 16.3.3 **Combination Classes.** Combination grade level classes shall be  
37 kept at a minimum. Teachers of combination grade level classes  
38 shall be chosen on a voluntary basis and be tenured. If there are  
39 insufficient volunteers, a unit member may be assigned to teach the  
40 combination grade level class for a maximum period of one year.  
41 Combination classes formed after the start of the school year may  
42 be assigned to probationary status teachers. Combination class  
43 teachers shall be afforded first consideration to return to open  
44 positions in their previous grade level or to a single grade level  
45 classroom assignment the year following a combination class  
46 assignment. Combination classes shall carry less than the site

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average for the respective grade levels, except in GATE classes. Combination class teachers shall receive four preparation days per year. The dates for these preparation days shall be determined by mutual consent of the site administrator and the combination class teachers.

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3 **ARTICLE 17. TEACHER SAFETY**

4 17.1 **Reasonable Restraint.** Teachers may use reasonable means to protect  
5 themselves from attack, to protect another person or property, to quell a  
6 disturbance threatening physical injury to others, or to obtain possession of  
7 weapons upon the person or within control of a pupil.

8 17.2 **Reporting Cases of Assault.** Teachers shall immediately report cases of assault  
9 suffered by them in connection with their employment to their immediate  
10 supervisor or designee who shall immediately report the incident to the  
11 Superintendent or designee. The Superintendent or designee shall comply with  
12 any reasonable request from the teacher for information relating to the incident or  
13 the persons involved, and shall act in appropriate ways as liaison between the  
14 teacher, the police and the courts.

15  
16 17.3 **Unsafe Conditions.** Teachers shall not be required to work under unsafe  
17 conditions or to perform tasks which endanger their health, safety, or well-being.

18  
19 17.4 **Restraint Procedures.** Unit members shall have the right to receive training in  
20 approved restraint procedures in such cases where they are assigned students who  
21 have been diagnosed by competent medical/psychological authority as exhibiting  
22 dangerous, assaultive, violent behaviors or tendencies, provided that the District  
23 was made aware of these traits, behaviors, or tendencies either prior to placement  
24 in the District or within thirty (30) days of the pupil's placement or diagnosis.  
25 Unit members who routinely deal with such students may be required to complete  
26 a District training program in approved restraint procedures. Such training shall  
27 be conducted by a qualified staff member during the unit member's work day.

28  
29 17.4.1 **Employee Qualified In Approved Restraint Procedures.** Any  
30 site where students meeting the criteria set forth in 17.3 above,  
31 shall have at least one employee who is not assigned classroom  
32 responsibilities, qualified in approved restraint procedures.  
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1 **ARTICLE 18. EVALUATION PROCEDURES**

2  
3 18.1 **Evaluation/Assessment of Classroom Teachers.** Bargaining unit members shall  
4 be evaluated in accordance with the procedures set forth in this Article.

5  
6 18.1.1 **Probationary Teachers.** Probationary teachers shall be evaluated  
7 at least once a year.

8  
9 18.1.2 **Permanent Teachers.** Permanent teachers shall be evaluated at  
10 least every other year. Following an unsatisfactory evaluation,  
11 evaluations shall be annual until the employee achieves positive  
12 evaluation.

13  
14 18.1.2.1 Teachers with probationary status of less than six  
15 (6) years experience will be evaluated with the  
16 Traditional Forms as listed in the Appendix.

17  
18 18.1.2.2 Tenured Teachers with five (5) or more years  
19 experience may choose, with mutual consent of the  
20 site evaluator, one of the following methods for  
21 evaluation:

22  
23 18.2.2.1 Traditional Evaluation Form Method

24  
25 18.2.2.2 Alternative Evaluation Method,  
26 using the Alternative Evaluation  
27 forms listed in the Appendix.  
28 Alternative Evaluations may include:  
29 - Projects  
30 - Portfolios  
31 - Staff development activities  
32 - Improvement of specified areas  
33 of weakness  
34 - Curriculum coordination  
35 - Research

36  
37 18.1.2.3 ROP teachers meeting the above criteria qualify for  
38 the Alternative Evaluation Method.

39  
40 18.1.3 **Evaluation Objectives.** The evaluator shall meet with teachers  
41 who are to be evaluated prior to the end of October in order to  
42 review the objectives, standards and criteria for evaluation.  
43 Teachers' goals and objectives and the evaluation itself shall be  
44 based on the evaluatee's performance as it reasonably relates to  
45 the following:  
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- 18.1.3.1 The progress of pupils towards the standards of expected student achievement in each grade level and each area of study, as established by the Governing Board's adoption of student competencies within the scope and sequence documents and within the Course of Study, K-12;
- 18.1.3.2 The instructional techniques and strategies used by the evaluatee;
- 18.1.3.3 The evaluatee's adherence to curricular objectives;
- 18.1.3.4 The establishment and maintenance of a suitable learning environment within the scope of the evaluatee's responsibility;
- 18.1.3.5 Non-classroom responsibilities as indicated on the Evaluation form;

18.1.4 **Meeting to Establish Goals and Objectives.** The evaluator and the evaluatee shall meet to establish mutually acceptable goals and objectives. In the event that mutual agreement cannot be reached on goals and objectives within the scope of 18.1.3.1 and/or 18.1.3.3. above, the unit member may appeal to the District Superintendent those goals and objectives in dispute. The Superintendent' (or Superintendent's designee's) recommendations shall be final. In the event that mutual agreement cannot be reached for goals and objectives within the scope of 18.1.3.2, 18.1.3.4 or 18.1.3.5 above, the unit member may appeal to the Department/Grade Level Chairperson or District Administrator of his/her choice those goals and objectives in dispute. In either instance, the arbiter's recommendations shall be final. A copy of individual goals and objectives shall be put in writing and provided the evaluatee.

18.1.5 **Classroom Observation Required.** Each evaluation shall include at least one (1) formal classroom observation. It shall be arranged in advance by the evaluatee's immediate supervisor and the evaluatee. A change in the date for a formal observation may be requested by either the immediate supervisor or evaluatee, if necessary. As a general rule, formal observations shall last forty-five (45) minutes or one (1) complete period. It is recognized that supervisors may make non-scheduled classroom observations.

1 18.1.6 **Post Observation Conferences.** Within two (2) weeks after an  
2 observation, either party may arrange a post-observation  
3 conference to discuss the observation(s). Such conference shall  
4 not interfere with the classroom responsibilities. The evaluatee  
5 shall have the right to an Association representative present at any  
6 such conference.  
7

8 18.1.7 **Specific Recommendations Required.** In the event the evaluator  
9 determines that improvement on the part of the evaluatee is  
10 required, specific recommendations shall be made in writing. Such  
11 suggestions shall indicate areas in which improvement is needed,  
12 with specific recommendations for improvement. It shall be the  
13 evaluatee's responsibility to work with the evaluator to identify an  
14 appropriate program for remediation. An appropriate program  
15 shall deal with those areas of the evaluatee's performance  
16 identified as unsatisfactory or needing improvement and shall be  
17 related to the instructional goals and objectives of the District and  
18 the program to which the evaluatee is assigned. In addition, at any  
19 time during the school year, the District may notify an employee in  
20 writing that his or her job performance is unsatisfactory or that it  
21 needs improvement. In this event, the evaluator and the evaluatee  
22 shall meet, as necessary, to discuss specific recommendations for  
23 improvement of the evaluatee's performance. The District may  
24 require an evaluatee, who has received written notice of  
25 unsatisfactory performance or of a need to improve his or her  
26 performance to participate in a program to improve his/her  
27 performance in the area(s) cited as needing improvement. The  
28 District shall reimburse reasonable cost of such District required  
29 retraining, but not limited to, such activities as workshops,  
30 inservice training, and conferences.  
31

32 18.1.8 **Due Dates For Evaluations.** Evaluation and assessment  
33 conducted pursuant to this procedure shall be put in writing and a  
34 copy thereof shall be transmitted to the evaluatee not later than  
35 March 15, for probationary employees and May 1 for permanent  
36 unit members.  
37

38 18.2 **Evaluation and Assessment of Non-Instructional Employees.** Unit members  
39 with non-instructional job classifications shall be evaluated in accordance with  
40 District established job responsibilities.  
41

42 18.2.1 **Frequency of Evaluation and Assessment of Non-Instructional**  
43 **Personnel.** Probationary unit members shall be evaluated  
44 annually; permanent unit members shall be evaluated no less than  
45 bi-annually. Following unsatisfactory evaluation, evaluations shall  
46 be annual until the employee achieves positive evaluation.

- 1           18.2.2       **Meeting to Establish Goals and Objectives.** The evaluator shall  
2 meet with the unit member evaluatee not later than the end of  
3 November to discuss evaluation criteria and unit member’s  
4 individual goals and objectives.  
5
- 6           18.2.3       **Resolving Conflicts in Goals and Objectives.** The evaluator and  
7 the evaluatee shall attempt to agree mutually upon individual goals  
8 and objectives. In the event that mutual agreement cannot be  
9 reached on goals and objectives, the unit member may appeal to a  
10 District Administrator of his/her choice those goals and objectives  
11 in dispute. The arbiter’s recommendation shall be final. A copy of  
12 individual goals and objectives shall be put in writing and provided  
13 the evaluatee.  
14
- 15          18.2.4       **When Formal Observation is Utilized.** If a formal observation  
16 of performance is used as an assessment technique, the evaluatee  
17 will be made aware of when the observation is to be conducted and  
18 by whom. In advance of the observation, the evaluatee shall  
19 prepare for the observer an outline of the lesson to be taught. This  
20 lesson shall include the evaluatee’s and the District’s goals and  
21 objectives and desired student performance. This provision does  
22 not preclude non-scheduled and informal visitations and  
23 observations as an additional useful assessment technique.  
24
- 25          18.2.5       **Specific Recommendations Required.** In the event the evaluator  
26 determines that improvement on the part of the evaluatee is  
27 required, specific recommendations shall be made in writing. Such  
28 suggestions shall indicate areas in which improvement is needed,  
29 with specific recommendations for improvement. It shall be the  
30 evaluatee’s responsibility to work with the evaluator to identify an  
31 appropriate program for remediation. An appropriate program  
32 shall deal with those areas of the evaluatee’s performance  
33 identified as unsatisfactory or needing improvement and shall be  
34 related to the instructional goals and objectives of the District and  
35 the program to which the evaluatee is assigned. In addition, at any  
36 time during the school year, the District may notify an employee in  
37 writing that his or her job performance is unsatisfactory or that it  
38 needs improvement. In this event, the evaluator and the evaluatee  
39 shall meet, as necessary, to discuss specific recommendations for  
40 improvement of the evaluatee’s performance. The District may  
41 require an evaluatee, who has received written notice of  
42 unsatisfactory performance or of a need to improve his or her  
43 performance, to participate in a program to improve his/her  
44 performance in the area(s) cited as needing improvement. The  
45 District shall reimburse reasonable cost of such District required

1 retraining as, but not limited to, such activities as workshops,  
2 inservice training, and conferences.

3  
4 18.2.6 **Due Dates For Evaluations.** Evaluation and assessment  
5 conducted pursuant to this procedure shall be put in writing and a  
6 copy thereof shall be transmitted to the evaluatee no later than  
7 March 15 for probationary unit members and May 1 for permanent  
8 unit members who are assigned non-instructional certificated unit  
9 positions.

10  
11 18.3 **General Provisions-Unit Members Evaluation and Assessment**

12  
13 18.3.1 **Grievances Limited To Procedural Questions.** The District  
14 shall retain sole responsibility for the evaluation and assessment of  
15 performance of each unit member, subject only to the provisions  
16 set forth in this Article. Accordingly, no grievance arising under  
17 this Article shall contest the judgment of the evaluator; any  
18 grievance shall be limited to claimed procedural violations.

19  
20 18.3.2 **Designated Evaluator.** There shall be one (1) designated  
21 evaluator assigned to each unit member, and that evaluator shall be  
22 a site administrator, usually the principal or assistant principal.  
23 The District retains the right to designate any other management  
24 employee as evaluator for unit members assigned to multiple sites.

25  
26 18.3.2.1 **Mid-Year Changes in Evaluator.** The following  
27 procedure shall be utilized in circumstances where  
28 the designated evaluator is changed after the  
29 evaluation process has begun, but not completed,  
30 for one or more unit members assigned to the same  
31 school site or program.

32  
33 a. The new evaluator shall meet with each  
34 probationary unit member and each  
35 permanent unit member who is being re-  
36 evaluated pursuant to section 18.1.2 for the  
37 purpose of reviewing each unit member's  
38 current year evaluation record and  
39 discussing appropriate timelines for the  
40 timely completion of each evaluation.

41  
42 b. Permanent unit members who are being  
43 evaluated in a regular once every other year  
44 evaluation cycle may request to have their  
45 evaluations rescheduled for the subsequent  
46 year.

c. It is understood that each unit member's evaluation shall be based on the evaluatee's original goals and objectives.

18.3.3 **Basis For Evaluation.** The evaluator shall base the evaluation of a unit member on the criteria established above, information gathered through observation, and conferences with the evaluatee, and first-hand knowledge of the evaluatee's capabilities.

18.3.4 **Release Time and Expenses Under Certain Circumstances.** The District shall provide release time and pay expenses including, but not limited to mileage and registration fees of District required retraining activities. The District shall not normally pay cost and/or expenses of formal college or university coursework. The District shall not reimburse employee training which is taken for salary schedule advancement.

18.3.5 **Right of Response.** The evaluatee has the right to attach to his/her evaluation form any statement that he/she wishes to become part of the written record. Such attachments must be submitted within ten (10) days following receipt of the evaluation. Such statements shall become an inseparable part of the unit member's evaluation document.

18.3.6 **Weight of Public Charges.** No evaluation shall be based on unsubstantiated public charges.

18.3.7 **Activities Outside of Duty Hours.** No unit member evaluation shall be based on activities outside of duty hours except as these activities affect the employee's employment responsibilities. No unit member evaluation shall be based upon the evaluatee's involvement in political or organizational activities except as these activities affect the evaluatee's employment responsibilities.

18.3.8 **Classroom Observations and Right to Inspect Material.** All classroom observation of evaluatee shall be done openly. The unit member shall be able to review the evaluation materials.

18.3.9 **Evaluation Conference Required By May 20.** A meeting shall be held between the evaluatee and the evaluator to discuss the evaluation no later than May 20 of the school year in which the evaluation takes place.

18.3.10 **Joint Development of Evaluation Forms.** The Association and the District shall jointly develop evaluation forms necessary for implementation of this Article.



1                                   **ARTICLE 19. PEER ASSISTANCE AND REVIEW PROGRAM**  
2

3     The Ramona Teacher’s Association, hereafter referred to as “Association,” and the  
4     Ramona Unified School District, hereafter referred to as “District,” are continuously  
5     striving to provide the highest possible quality of education. In order for students to  
6     succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to  
7     establish a teacher Peer Assistance and Review Program (PAR) which allows exemplary  
8     teachers to assist and support other teachers in the development of teaching strategies,  
9     classroom management, curriculum design, and continuous improvement and  
10    achievement. Teachers referred to or who volunteer for the program are viewed as  
11    valuable professionals who deserve to have the best resources available to them in the  
12    interest of improving performance to a successful standard.

13  
14    Implementation of the PAR Program outlined in this article is contingent upon available  
15    state funding.

16  
17    **19.1 Peer Assistance and Review Panel.**  
18

19           19.1.1           The Program shall be governed by the PAR Panel composed of  
20                            five (5) members, three (3) chosen by the Association and two (2)  
21                            chosen by the District. The membership of the Panel shall strive to  
22                            equitably represent grades K-12. The panel will be established in  
23                            any year when the need for the program arises and there are  
24                            budgetary dollars available.

25  
26           19.1.2           In order for the Panel to take action, a quorum of three (3)  
27                            members, with a minimum of two (2) teachers, must be in  
28                            attendance. It is intended that consensus will be used for the  
29                            decision-making process.

30  
31           19.1.3           The Panel will establish its own meeting schedule as needed.  
32                            Members of the Panel will receive an hourly rate of pay and will  
33                            be responsible for:

34  
35                            19.1.3.1           Implementing the procedure for application and  
36    selection process for a Consulting Teacher.

37  
38                            19.1.3.2           Determining the number of Consulting Teachers  
39    required in any school year, based upon the current  
40    year evaluations.

41  
42                            19.1.3.3           Monitoring and evaluating the effectiveness of the  
43    Consulting Teacher and making decisions regarding  
44    their continuation in the program.  
45  
46

1           19.1.4           Upon notification from District Administration, the panel will  
2 collaborate with a Referred Participating Teacher in the assignment  
3 of a Consulting Teacher for Peer Assistance and Review.  
4 Confirmation of such assignment will be communicated to  
5 Participating Teachers, Consulting Teachers, and Evaluators  
6 involved.

7  
8   19.2   **Consulting Teachers.**

9  
10           19.2.1           A Consulting Teacher (CT) is a permanent teacher who provides  
11 Assistance to a Participating Teacher (Referred) pursuant to the  
12 PAR Program. Consulting Teachers must meet the following  
13 requirements.

14  
15                   19.2.1.1           Permanent status classroom teacher employed by  
16 RUSD;

17  
18                   19.2.1.2           At least five (5) years recent experience in  
19 classroom instruction;

20  
21                   19.2.1.3           Demonstrated exemplary knowledge and master of  
22 subject matter, teaching strategies, instructional  
23 techniques, and classroom management strategies  
24 necessary to meet the needs of all students;

25  
26                   19.2.1.4           Ability to communicate effectively both orally and  
27 in writing;

28  
29                   19.2.1.5           Ability to work cooperatively and effectively with  
30 others;

31  
32           19.2.2           A Consulting Teacher provides assistance to a Referred  
33 Participating Teacher in improving instructional performance and  
34 professional responsibilities. This assistance will typically include:

35  
36                   19.2.2.1           Meeting with the Referred Participating Teacher  
37 and Evaluator to discuss the PAR Program, to  
38 establish mutually agreed upon performance goals,  
39 develop the assistance plan, and develop a process  
40 for determining successful completion of the PAR  
41 Program.

42  
43                   19.2.2.2           Assisting in developing a plan which addresses the  
44 elements of the formal evaluation which identified  
45 the teacher for a “Retain but must show  
46 improvement” status.

- 1 19.2.2.3 Multiple observations of the Referred Participating  
 2 Teacher during periods of classroom instruction;  
 3
- 4 19.2.2.4 Meeting and consulting with the Evaluator of a  
 5 Referred Participating Teacher as identified in the  
 6 assistance plan;  
 7
- 8 19.2.2.5 Demonstrating, suggesting, and discussing effective  
 9 instructional strategies and professional  
 10 responsibilities;  
 11
- 12 19.2.2.6 Using multiple resources to assist the Referred  
 13 Participating Teacher;  
 14
- 15 19.2.2.7 Monitoring the progress of the Referred  
 16 Participating Teachers and maintaining a written  
 17 record;  
 18
- 19 19.2.2.8 As part of the review process, a copy of the  
 20 Consulting Teacher’s final report shall be submitted  
 21 to and discussed with the Referred Participating  
 22 Teacher to receive his or her input and signature  
 23 before it is submitted to the PAR Panel. The  
 24 Referred Participating Teacher’s signing of the  
 25 report does not necessarily mean agreement, but  
 26 rather that he or she has received a copy of the  
 27 report;
- 28 19.2.3 A Consulting Teacher, assigned to the role of a Support Provider  
 29 for Beginning Teachers, will perform the duties as outlined in the  
 30 Beginning Teacher Support and Assessment Program (BTSA) or  
 31 as determined by the PAR Panel.  
 32
- 33 19.2.4 In filling a position of Consulting Teacher, each applicant is  
 34 required to submit three references from individuals with specific  
 35 knowledge of his or her expertise, as follows:  
 36
- 37 19.2.5.1 A reference from a building principal or immediate  
 38 supervisor;  
 39
- 40 19.2.5.2 A reference from an elected Association  
 41 representative  
 42
- 43 19.2.5.3 A reference from another classroom teacher. All  
 44 applications and references shall be treated  
 45 confidentially.  
 46



1 instructional subject matter, and related aspects of teaching  
2 performance.

3  
4 19.3.2 The Consulting Teacher will provide assistance to the RPT until it  
5 is concluded that further assistance will not be beneficial or  
6 needed. This determination will be made on at least an annual  
7 basis. The Evaluator and Consulting Teacher shall collaborate and  
8 consult on a regular basis regarding the assistance, review, and  
9 feedback to the RPT. A final report of the teacher's participation  
10 in the program will be submitted to the PAR Panel. The RPT may  
11 attach a written response to the final report and/or request a  
12 meeting with the PAR Panel subject to the rules established by the  
13 Panel. The final report shall remain confidential and reviewed  
14 only by the RPT, the CT, Evaluator, PAR Panel, and Assistant  
15 Superintendent Human Resources Development.

16  
17 19.3.3 The final report by the CT regarding the RPT's participation in the  
18 PAR Program shall be filed in the RPT's personnel file. Reports  
19 prepared by the CT shall be advisory only. The responsibility for  
20 the evaluation of each RPT and actions with respect to the  
21 employment status of any employee shall remain with the District.

22  
23 **19.4 Beginning Teacher Support and Assessment (BTSA) Teacher**

24  
25 19.4.1 A BTSA teacher is a teacher who meets the eligibility criteria  
26 established by the BTSA project. An eligible teacher may  
27 volunteer to participate in the BTSA Program. The purpose of  
28 participation is for peer assistance designed to promote  
29 professional development only. The BTSA teacher may terminate  
30 his/her participation in the PAR/BTSA Program at any time.

31  
32 19.4.2 Teachers who volunteer for the BTSA project shall provide written  
33 notice to the PAR Panel of their desire to participate in peer  
34 assistance.

35  
36 19.4.3 The CT will collaborate with the BTSA participant in developing  
37 an assistance plan according to program guidelines. This  
38 collaboration may include the Principal/Evaluator.

39  
40 19.4.4 Confidentiality and discretion shall be maintained between the  
41 Beginning Teachers and Consulting Teachers. This is clearly a  
42 non-evaluative project.

1 19.5 **General Provisions**

2  
3 19.5.1 **District’s Duty.** Indemnify – the Ramona Unified School District  
4 agrees to indemnify and hold harmless any Association members  
5 on the PAR Panel and Consulting Teachers from liability arising  
6 out of their participation in the PAR Program as set forth in  
7 applicable provisions of the California Government Code.

8  
9 **District’s Rights.** Nothing contained in this Article shall be  
10 construed to prohibit or limit in any the District’s right or ability to  
11 release probationary or temporary employees pursuant to any  
12 provisions of the Education Code or to institute disciplinary action  
13 against any employee including, but not limited to, any termination  
14 proceedings instituted pursuant to any provisions of the Education  
15 Code.

16  
17 **Confidentiality.** All proceedings and materials related to the  
18 administration of this article shall be strictly confidential.  
19 Therefore, PAR Panel members and Consulting Teachers may  
20 disclose such information only as necessary to administer this  
21 Article.

22  
23 **Peer Assistance.** Peer assistance aims to help new and veteran  
24 teachers improve their knowledge and skills. Such a program links  
25 those teachers with Consulting Teachers who provide ongoing  
26 support through observing, modeling, sharing ideas and skills, and  
27 recommending materials for further study.

28  
29 **Peer Review.** Peer review adds one significant element to peer  
30 assistance – the Consulting Teachers make recommendations to the  
31 PAR Panel regarding the participation of the Referred Participating  
32 Teacher.

1 **ARTICLE 20. INTERN TEACHERS**

2  
3 All provisions of the Ramona Teachers Association – Ramona Unified School District  
4 Collective Bargaining Agreement will apply to intern teachers, except for Article 11,  
5 Teacher Health and Welfare Benefits. In lieu of these benefits, each intern will receive  
6 fifteen hundred dollars (\$1,500), payable tenthly, to offset the cost of University health  
7 coverage and transportation to the seminars associated with their internship. Interns will  
8 be members of the bargaining unit.  
9

10 20.1 **Assignments.** No more than one (1) intern teacher will be assigned per  
11 Department per secondary school and no more than one (1) per elementary  
12 school. Intern teachers may teach two or three periods at the high school and  
13 three or four periods at the middle school, or a full day at the elementary school.  
14

15 20.2. **Supervision.** Intern teachers will be under the direct supervision of the on-site  
16 Administrator.  
17

18 20.3 **Salary.** The full-time equivalent salary will be .89 x Column I, Step 1 of the  
19 salary schedule.  
20

21 20.4 **Rules and Regulations.** Interns will be subject to the rules and regulations of the  
22 university as well as the policies and procedures of the district. One member of  
23 the teachers’ association chosen by the bargaining agent will represent the unit on  
24 the university’s Intern Advisory Board.  
25

26 20.5 **Possible Employment Following Intern Service.** Interns shall be considered for  
27 reemployment only after all existing temporary, probationary, and other personnel  
28 covered by the Education Code provisions for re-employment have been placed.  
29

30 20.6 **Consulting Teachers/Support Providers.** Intern teachers may have the support  
31 and assistance of the District consulting teachers/support providers facilitated  
32 through PAR; however, such consulting teachers/support providers will not be  
33 involved in any way in the evaluation process.  
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1 **ARTICLE 21. INTERN PSYCHOLOGISTS**

2  
3 The parties agree for the District to participate in a program for psychologist interns.  
4 Such interns must be enrolled in a regular program in a university or college in San Diego  
5 County pursuing a credential which would allow them to provide psychological services  
6 in a public school.  
7

8 21.1 **Limited to Four FTE's.** The number of such interns to be employed by the  
9 District shall not exceed four (4) full-time equivalents (FTE) at any given time  
10 and may be employed by the District for full or partial services at the District's  
11 discretion.  
12

13 21.2 **Rate of Pay.** Compensation for such interns shall be an hourly rate based on .89  
14 of Column I, Step 1 of the Psychologist Salary Schedule. The interns shall not be  
15 eligible to participate in any of the District's fringe benefit programs as provided  
16 in others parts of this contract.  
17

18 21.3 **Service Subject To Rules and Regulations of the District.** The interns will be  
19 subject to the policies and regulations of the District, as well as terms and  
20 regulations of the university in which they are enrolled. Interns will receive  
21 monitoring and coaching by District psychological and management staff as  
22 necessary.  
23

24 21.4 **Bargaining Unit Status.** Interns shall be members of the bargaining unit;  
25 however, interns shall not gain any employment or seniority rights within the  
26 District.  
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1 **ARTICLE 23. OUTDOOR EDUCATION PROGRAM**

2  
3 23.1 **Introduction.** The District desires to continue a program of outdoor education  
4 for all sixth grade students. The District and the Association agree that unit  
5 member participation in the Ramona Unified School District Outdoor Education  
6 Program shall be consistent with the agreement, except as required by the needs  
7 of this special program and with the unique provisions of this Article. The parties  
8 mutually affirm that it is desirable that each sixth grade teacher accompany  
9 his/her class to the outdoor education program; however, we recognize that there  
10 may be circumstances that prevent the teacher from doing so. Teachers may  
11 decline to participate based on their own assessment of their personal  
12 circumstances. Participation, while encouraged, shall be entirely voluntary.

13  
14 23.2 **Alternative Assignments.** Teachers who are not able to accompany the class  
15 will be assigned another on-site teaching responsibility while their class is off  
16 campus. The new class will be no larger than the largest class already existing on  
17 campus.

18  
19 23.3 **Staffing.** The district must provide one adult for every thirty (30) students. Any  
20 vacancy occurring because a teacher cannot accompany a class will be filled by a  
21 volunteer. Every attempt will be made to secure a volunteer from the site at  
22 which the vacancy exists. The selection of the volunteer will be at the discretion  
23 of the school principal based upon the following criteria:

- 24  
25 23.3.1 Knowledge and/or experience of outdoor curriculum;
- 26  
27 23.3.2 Familiarity with the students attending the outdoor program;
- 28  
29 23.3.3 Applicability of outdoor curriculum and program to their current  
30 assignment;
- 31  
32 23.3.4 Appropriateness of the volunteers' regular assignment and the  
33 skills and knowledge of the teacher with whom they will exchange  
34 responsibilities;
- 35  
36 23.3.5 Reasonable expectation of being able to fulfill the duties as posted;
- 37  
38 23.3.6 Ability and willingness to remain on campsite during entire time  
39 students are there;
- 40

41 23.4 **Seniority as a Selection Criteria.** In the event that a 6<sup>th</sup> grade teacher needs to  
42 remain on site to cover a class of non-camp participating students, teachers will be  
43 selected to go based on the criteria in 23.3 above, with District seniority being the  
44 deciding factor if all other criteria are equal.

45

1 23.5 **Duties.** Teachers attending the outdoor education program may be assigned  
2 teaching duties.

3  
4 23.5.1 The Assistant Superintendent of Curriculum and a member of the  
5 negotiating team will request that the outdoor education  
6 administrator not schedule a classroom teacher for more than seven  
7 (7) hours per day for direct supervision of students.

8  
9 It is agreed that in the event the outdoor education administrator does not agree to limit  
10 the unit members' work day to seven hours, the following provision will be substituted as  
11 23.5:

12  
13 Quid pro quo for extended teaching: Any teacher attending full  
14 time for the full week will be awarded one (1) compensation day to  
15 be mutually scheduled with the site administrator.

16  
17 23.6 **Effect on Evaluation.** Non-participation by teachers in the outdoor education  
18 program shall not negatively affect their evaluations.

19  
20 23.7 **Reimbursement For Travel.** Although it is strongly preferred, it is understood  
21 that some teachers electing to accompany a class to camp may not be able to  
22 remain there overnight. In the event that a teacher has to return home in the  
23 evening, they will be compensated for their travel from Ramona to camp and back  
24 to Ramona at the board approved rate for reimbursement for the use of personal  
25 vehicle for District business. If more than one staff member returns, they will be  
26 expected to car pool and only one will be reimbursed for mileage.

27  
28 23.8 **Replacement Staff in The Event of Illness.** An employee who becomes ill,  
29 injured or in case of personal emergency must leave camp, shall be afforded the  
30 services of a replacement staff member who has been selected and previously  
31 identified for this purpose.

32  
33 23.9 **Special Education Teacher Assignment.** When Special Education students are  
34 in attendance, the Student Assistance Team at each site shall determine whether a  
35 special education teacher should be in attendance.

36  
37 23.10 **Renegotiation of Agreement.** As per contract, the Association and the District  
38 may mutually agree to re-negotiate the teachers' participation in Outdoor  
39 Education during the regular spring negotiation session. When the Outdoor  
40 Education Provider changes, the District and the Association agree to negotiate  
41 any new conditions.



- 1 4. Decisions concerning purchasing, holding, or conveyance of
- 2 property;
- 3 5. Any decision which violates the core values of the District.
- 4

5 **24.4 Each plan shall provide information to answer the following:**

6

7 A. Responsibility/Accountability

- 8
- 9 • Who is responsible for implementation?
  - 10 • If it is shared, how is it shared? How and by whom is it shared?
  - 11 • Who will be held accountable for the consequences of the success
  - 12 or failure of the outcome of this plan?

13

14 B. Authority

- 15
- 16 • Who will monitor the plan?
- 17 • How will it be monitored?
- 18 • Who assigns tasks, duties, and allocates resources?

19

20 C. Evaluation

- 21
- 22 • How will the plan positively affect students?
- 23 • What will be used to measure success?
- 24 • How will the data be used to determine the next step?
- 25 • How will results be communicated with participants?

26

27 **24.5 Waiver Process.** If any aspect of site-based decision making varies from

28 prescribed education code, contract, District Board policies and procedures, or

29 budget allocations, or if it adversely impacts the operation of another school or

30 work unit, the school must file a waiver with the District and Association in a

31 timely manner prior to implementation. If needed, a waiver will be submitted to

32 the District Review Council (for site based decision making). This Council shall

33 consist of three (3) parties appointed by the Ramona Teachers' Association and

34 three (3) parties appointed by Administration. Members will be determined by

35 the nature of the request. The Council will review the waiver request, provide

36 information and support, and respond with recommendations in a timely manner.

37 It is the responsibility of the school or work unit to address the recommendations

38 of the Council. If approved, the Council will forward to the Superintendent for

39 review. If it is agreed that a waiver is justified, such waiver(s) will be signed by

40 the Superintendent and the Association President. If either the Superintendent or

41 Association President rejects a request for waiver, he/she shall provide the other

42 with rationale.

43

44 **24.6 Staff Development.** Annually each Fall, ongoing formal and informal sessions

45 on use of effective consensus-building techniques and the SBDM process will be

46 scheduled as needed.

1 **ARTICLE 25. CONTROVERSIAL ISSUES**

2  
3 25.1 Unit members shall be entitled to deal with controversial subjects in responsible  
4 and balanced ways provided the presentation is relevant to the course content, or  
5 consistent with District policy, and District and State curricula, and appropriate  
6 for the age of the children taught.

7  
8 25.2 Unit members shall have the following rights and responsibilities when dealing  
9 with controversial subjects:

- 10
- 11 • The right to select and present issues appropriate to the course.
  - 12 • The right to be involved in selection of materials and course content.
  - 13 • The responsibility for presenting issues in an objective and scholarly  
14 manner, with a minimum of emphasis on opinion.
  - 15 • The responsibility to present issues in an impartial and unprejudiced  
16 manner and refrain from using their classroom prestige to promote a  
17 partisan point of view.

18  
19 25.3 In those instances in which controversy might reasonably be anticipated, the unit  
20 member shall discuss the matter with the principal prior to presenting the lesson.



1  
2  
3 **ARTICLE 27. CONCERTED ACTIVITIES**

4 27.1 **No Strike For Term of Agreement.** During the terms of this Agreement the  
5 Ramona Teachers Association will not cause; permit; threaten or participate in  
6 any strike, including the refusal to cross any other labor organization’s picket  
7 lines; walkout, slowdown, boycott, picket, work stoppage, refusal to work, or any  
8 other interference with the operation of the District. The Ramona Teachers  
9 Association further agrees that any teacher or teachers individually or collectively  
10 who shall during this Agreement cause or take part in any strike, work stoppage,  
11 interruption or any impeding of work at any time, may be disciplined or  
12 discharged by the District for cause.

13 27.2 **No Lock-Out For Term of Agreement.** The Board agrees that it will not lock  
14 out teachers, nor will it do anything to prevent continuity of performance by the  
15 teachers required in the normal and usual operation of the District.

16 27.3 **Effect of Impasse On This Article.** During the period of any reopened  
17 negotiations, and upon PERB certification of impasse, this section of the  
18 Agreement shall become null and void until such time as agreement is reached on  
19 the issues in dispute. The Grievance Procedure (Article 8) shall be suspended  
20 effective with the first day of any strike.  
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3 **ARTICLE 28. CONTRACT PROVISIONS**

4 28.1 **Savings Clause.** If any provisions of this Agreement or any application thereof to  
5 any teacher is held by a court of competent jurisdiction or by a Federal court to be  
6 contrary to law, then such provision or application will be deemed invalid, to the  
7 extent required by such court decision, but all other provisions or applications  
8 shall continue to full force and effect. In the event a provision is deemed invalid,  
9 both parties agree to renegotiate the provision upon request.

10 28.2 **Supersession Clause.** Any individual contract between the Board and an  
11 individual teacher heretofore executed shall be subject to and consistent with the  
12 terms and conditions of this Agreement.

13  
14 28.3 **Support of Agreement Clause.** The District and the Association agree that it is  
15 to their mutual benefit to encourage the resolution of differences through the meet  
16 and negotiation process. Therefore, it is agreed that the District and the  
17 Association will support this Agreement.

18  
19 28.4.1 **Effect of Agreement Clause.** It is understood and agreed that the specific  
20 provisions contained in this Agreement shall prevail over District practices and  
21 procedures and over State Laws to the extent permitted by State Law.

22  
23 28.5 **Completion of Negotiations.** During the term of this Agreement, the parties  
24 expressly waive and relinquish the right to meet and renegotiate on any subject or  
25 matter covered in this Agreement.

26  
27 28.6 **Changes in Law During Term.** Any changes in County, State, or Federal Law  
28 which modifies or alters the provisions of this Agreement shall supersede the  
29 specific provisions of this Agreement.

30  
31 28.7 **Copies of the Agreement.** The District shall provide one copy of the contract  
32 with any amendments to each teacher.

33  
34 28.8 **Negotiations With Respect to Employee Layoff and Discipline.** The parties to  
35 this Agreement have negotiated with respect to procedures for discipline short of  
36 dismissal and certificated employee lay-offs and the effect thereof. The parties  
37 have agreed that adequate procedures, as noted in Board Policy 4119, are set forth  
38 in law and have, therefore, agreed not to include such procedures in this  
39 Agreement.



- 1           29.3.1 A statement of the specific acts or omissions upon which the action is  
2                   based;
- 3
- 4           29.3.2 A statement of the cause(s) for which action is recommended;
- 5
- 6           29.3.3 Where applicable, the Education Code section, policy, rule, regulation, or  
7                   directive violated;
- 8
- 9           29.3.4 Penalty proposed and effective date;
- 10
- 11          29.3.5 Copies of the documentary evidence upon which the recommendation is  
12                   based;
- 13
- 14          29.3.6 A statement of the unit member’s right to challenge the proposed action by  
15                   requesting a hearing pursuant to the arbitration procedures of Article 8 of  
16                   this Agreement subject to 29.5.1 below.
- 17

18   29.4   **Administrative Leave.** In the event a unit member is placed on administrative  
19           leave, pursuant to this article without advance notice, a notice conforming to the  
20           specifications set forth above will be sent to the unit member by certified mail  
21           addressed to the unit member’s last known address, within five (5) days of the  
22           unit member’s removal from the position with a copy concurrently provided to the  
23           Association president.

24

25   29.5   **Arbitration.**

26

27          29.5.1 Only written reprimands and suspension without pay may be appealed to  
28                   arbitration under the grievance procedure in Article 8 of this Agreement  
29                   commencing with Section 8.3.6. If timely appealed, the penalty will not  
30                   be applied until the arbitrator’s decision is rendered, except for just cause  
31                   necessitating the immediate removal of the unit member from the  
32                   worksite. At arbitration, the just cause for earlier discipline, may be  
33                   determined by the arbitrator.

34

35          29.5.2 The Association must request arbitration by delivering written notice of  
36                   appeal to the superintendent within ten (10) working days after receipt of  
37                   the notice of suspension or written reprimand. If the Association does not  
38                   demand arbitration within the above timeline, the suspension without pay  
39                   or letter of reprimand may be imposed immediately by the superintendent  
40                   or designee.

41

42   29.6   **Confidential.**

43

44           All information or proceedings regarding any actions or proposed actions  
45           pursuant to the Article will be kept confidential by the parties to the extent  
46           permitted by law.

1    **29.7 Education Code.**

2  
3       This Article is intended, for the purpose of suspension, to replace the provisions  
4       of Education Code Section 44944, but will not apply to suspension pursuant to  
5       Education Code Sections 44939, 44940 or 44942. Nor is this Article intended to  
6       preclude the District’s right to re-elect probationary unit members.  
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