

ARTICLE I  
AGREEMENT

- A. The Articles and provisions contained herein constitute a bilateral and binding agreement (Agreement) by and between the Governing Board of the Norwalk-La Mirada Unified School District (“District”) and the Teachers Association of the Norwalk-La Mirada Area/California Teachers Association/National Education Association (“Association”), an employee organization.
- B. The specific provisions contained in this Agreement shall prevail over conflicting present and past District practices, procedures and regulations, and over conflicting State Laws to the extent permitted by State Law.
- C. Within thirty (30) days of ratification of this Agreement by both parties herein, the District shall print and deliver to the Association 1400 copies of this Agreement and up to 200 additional copies as requested.
- D. This Agreement shall remain in full force and effect from September 1, 2006 through August 31, 2009, except for re-openers in the following areas:
  - 1. Both the District and the Association shall have the ability to reopen salary and health benefits and one specific contract article for amendment by written notification to the other party by May 1, of each year.
  - 2. Salary for 2007-2008 and 2008-2009 school years including the rate of compensation for Summer or “Anytime” School instruction.
  - 3. Calendars for the 2007–2008 and 2008-2009 school years shall be negotiated.
  - 4. Any programs or changes in State law and/or State funding which is identified as being within the scope of bargaining.
  - 5. Any other Contract Articles that are mutually agreed upon as areas to reopen.

ARTICLE II

RECOGNITION

- A. The District recognizes the Association as the exclusive representative for those certificated employees listed below for the purpose of meeting and negotiating:

Teachers - Probationary  
Teachers - Permanent  
Teachers - Temporary  
Teachers - Emergency Permit  
Teachers - Waivered  
Teacher Interns  
Teachers - Pre-Intern  
Teachers - Home  
Teachers - Summer School  
Teachers - On Special Assignment  
Title I Resource Teachers  
Counselors  
Librarians  
Adult School Academic & Support Services Provider  
Adult Education Teachers (Full or Part-time)  
Preschool and Head Start Teachers  
Preschool/Head Start Nurses  
Special Education School Nurses  
School Nurses  
Inclusion Specialists  
Speech Language Pathologists  
Puente Counselors  
Peer Assistance Teachers  
Media Technician (High School)  
Literacy Coaches  
Math Specialists

- B. Excluded from the bargaining unit are the positions listed below:

Superintendent  
Deputy Superintendent  
Associate Superintendents  
Assistant Superintendents  
Area Superintendents  
Administrators  
Directors  
Principals  
Assistant Principals  
Supervisors

Coordinators  
Project Managers  
District Librarian  
Project/Program Specialists  
Psychologists  
Substitute Teachers  
Facilitators

- C. In the event that positions are established by the Board of Education which reflect a job title not covered in Section A and B above, and the Association does not agree with the Board=s designation as to inclusion in or exclusion from the recognized bargaining unit, an appeal may be made to the Public Employment Relations Board for review and final decision.
- D. Disputes concerning the interpretation of Sections A, B, and C of this Article are not subject to Article VIII, Grievance Procedures, but may be subject to resolution through appropriate Public Employment Relations Board proceedings.
- E. Each year the District shall make reasonable effort to place qualified bargaining unit members, who apply, into all advertised extra-duty assignments before hiring any persons outside the unit to fill such assignments.
- F. The Board of Education shall not subcontract out to private parties, individuals or businesses, any work heretofore performed by any member(s) of the certificated employee bargaining unit of the school district, except for advertised extra duty assignments as per provision of Article II, Section E of this Agreement. The Superintendent and Association Executive Director may, by mutual agreement, in writing, allow a needed certificated employee position to be filled temporarily from outside the bargaining unit, on a full-time or part-time basis, at a mutually agreeable hourly rate, to provide needed emergency services for students, for no more than sixty (60) calendar days maximum, during which time the District will make every reasonable effort to hire a qualified certificated employee to fill the job position in question.

## ARTICLE III

### ACADEMIC AND PERSONAL FREEDOM

- A. Academic freedom shall be granted to teachers in the study, investigation and presentation of any facts and/or ideas concerning people, human society, the physical and biological world, and other branches of learning, subject to accepted standards of professional responsibility with due regard to the maturity level of the student, district rules and policies, state Curriculum Frameworks, Board approved curriculum and instructional material, and the laws of the State of California.
- B. The Board of Education, as an employer, is not concerned with the personal life of any teacher, unless it prevents the teacher from performing assigned functions. The citizenship, and the teacher's religious or political activities are not grounds for discipline or discrimination with respect to the teacher's professional employment as long as he/she does not violate any local, state, or federal law. The Association recognizes that the Board of Education, as per Board Policy 0402, is committed to equal opportunity for all individuals and does not discriminate on the basis of race, religion or creed, color, national origin, sexual orientation, mental or physical handicap (or disability), or age, in any of its policies, programs, practices or procedures.
- C. No person, including a pupil, shall use any electronic listening, recording, or video device in any individual teacher's classroom without first receiving the prior consent of both the teacher and the principal of the school. This provision shall not preclude a teacher from using such devices in his/her classroom. The Board of Education shall press for the prosecution, under provision of Education Code Section 51512, of any person, or student, violating this code section.

## ARTICLE IV

### DEFINITIONS

- A. 'Teachers': refers to all members of the bargaining unit with the exception of Permit Teachers in the sections dealing with calendar and salary and therefore are covered by the terms and provisions of this agreement except as specified in particular Articles of the agreement.
- B. 'School Day': means a day and time during which students are required to be in attendance.
- C. 'Teacher Workday': means a day and time during which teachers are required to be on the job.
- D. 'Teacher Work-year': Teacher work-year will be comprised of 183 total teacher work-days. Total student ADA days 180 and three (3) non-instructional days
- E. 'Negotiate in Good Faith': means a serious and honest effort on the part of each party to reach agreement.
- F. 'Work Day': shall mean any day in which the District Administration Office is open for business.
- G. 'District': shall mean the public school employer and/or the Board of Education.
- H. 'Immediate Supervisor': shall mean that member of the District Management Team who has immediate jurisdiction over a teacher.

## ARTICLE V

### MANAGEMENT RIGHTS

- A. The exercise of the following powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms are in conformance with law. It is not the intention of the parties, in setting forth the following rights of management, to detract or diminish in any way the rights of teachers or the Association as set forth in the Agreement. The exercise of the following powers, rights, authority, duties, and responsibilities by the District is expressly excluded from the provisions of Article VIII, Grievance Procedures.
- B. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of service to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine whether, when and where there is a job opening; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; contract out work; utilize Personnel not covered by this Agreement, including but not limited to substitutes, casuals, provisional personnel consultants, supervisory or managerial personnel, to do work which is normally done by employees covered hereby, and the methods of selection and assignment of such personnel. In addition the Board retains the right to hire, classify, transfer, assign, evaluate, promote, terminate and discipline employees. Discipline will be in conformity with Education Code 44944.
- C. The District retains its right to suspend the provisions of this Agreement in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the District. When an emergency is called, the District will notify the Association of the reasons for the emergency, the expected duration of the emergency and the specific articles of agreement that are suspended by the emergency. Emergency is a natural or human catastrophe such as fire, earthquake, flood or large-scale student disturbance.

## ARTICLE VI

### ORGANIZATIONAL SECURITY

- A. In order to continue the practice that provides for the full-time release of the President of TANLA, the following conditions and procedures shall be continued:
1. The President shall be released from his/her regular duties in the District. The District shall pay the same salary and fringe benefits he/she would have received without the loss of seniority or other rights and benefits. The District shall return the President to the same teaching position and site, if available, or an equivalent position at the completion of his/her term in office.
  2. While serving in the capacity of Association President, the individual remains an employee of the District and is under the direction of the Superintendent or his/her designee, except when performing Association related duties.
  3. The President shall provide a monthly accounting of his/her work days to the Assistant Superintendent of Human Resources and shall be responsible to work the number of days required for all members of the certificated bargaining unit under the Master Collective Bargaining Agreement.
  4. TANLA will contribute an amount equal to the daily rate of pay for a long-term substitute for one hundred and eighty workdays to the District to help offset the cost of the release of the President. Such payments will be made in two equal installments; the first of which shall be payable on January 15<sup>th</sup>, and the second shall be due on June 15<sup>th</sup>. The District shall provide the Association with an invoice requesting payment two weeks prior to the due date for each payment. *Payment to be determined by the following formula: Number of substitute days = 180 Multiplied by the Daily Rate for a long term substitute.*
  5. TANLA additionally agrees that Twenty-Six Thousand One-Hundred Dollars (\$26,100.00) shall be allocated to the General Fund of the District from the TANLA allocation.
  6. The President shall assume the role of lead person to the District for the Association in all matters related to the Shared Decision Making (SDM) Program as a part of his/her assigned duties. He/she shall serve as an official representative of the Association in all matters related to the SDM Program.
  7. The President shall, to the degree possible, attend all such functions and meetings as requested by the District as a part of his/her assigned duties. Such meetings may include Superintendent's Cabinet, SDM Steering Committee, and other meetings and functions mutually agreed upon by the President and the Superintendent.

- B. The District and the Association agree that any teacher who is a member of the Association at the time the agreement becomes effective, or who enrolls in membership by signing and delivering to the District an assignment authorizing deductions of unified membership dues in the Association during the term of the Agreement, shall maintain such payment of membership dues in conformance with Government Code 3540.1 (i) (1) from year-to-year unless revoked in writing between August 1 and August 31 in the year in which this Agreement expires. The Board will guarantee said payment of membership dues to the Association by enforcing the payment of dues by members required under the terms set forth above. Pursuant to such authorization, the Board shall deduct 1/10 of such dues from the regular salary check of the teacher each month for ten months. Deductions for teachers who signed such authorization after commencement of the school year, shall be prorated to complete the payment by the end of the school year. Association members who currently have authorization cards on file for the above purposes need not be resolicited. Association dues and fees, upon formal request from the Association to the District, may be increased or decreased without resolicitation and authorization from the teacher.
- C. Any teacher other than an Adult School teacher teaching less than ten (10) hours per week, who is not a member of the Association or who does not make application for membership within thirty (30) days from September 1<sup>st</sup> of any school year, or within thirty (30) calendar 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 an agency service fee in an amount equal to unified 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 cash membership dues, provided, however, that the bargaining unit member may authorize payroll deduction for such agency service fee in the same manner as provided in Section A of this Article. In the event that a bargaining unit member shall not pay such agency service fee directly to the Association, or authorize payment through payroll deduction as provided in Section B, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section B of this Article. There shall be no charge to the Association for such mandatory agency service fee deductions.
- D. Any bargaining unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Teachers Association of the Norwalk-La Mirada Area/California Teachers Association/National Education Association as a condition of employment; except that such bargaining unit member shall pay, in lieu of the service fee, sums equal to unified membership dues, initiation fees, and general assessments to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code:
1. Foundation to Assist California Teachers
  2. The Christa McAuliffe Institute for Educational Pioneering, a part of the National Foundation for the Improvement of Education.
  3. Tri-City Educators Scholarship Coalition, doing business as the Norwalk-La Mirada

Student Scholarship Fund.

4. Norwalk-La Mirada Educational Foundation
5. American Red Cross
6. American Cancer Society

Such payment shall be made on or before October 1<sup>st</sup> of each school year or thereafter within ten (10) working days after the initial work date. A unit member seeking to invoke the provisions of this section shall submit an application to the Association on or before October 1 of each school year or thereafter within ten (10) working days after the initial work date. Failure to make a request for exemption within the time specified shall be deemed a waiver of the unit member's right to invoke Section E for that school year. Within ten (10) calendar days of the receipt of such application, the Association's Board of Directors may reject the request if the Association has reason to doubt the veracity of the claimed objection. The unit member may, within ten (10) calendar days of the receipt of the Association's rejection of the request, appeal the exemption decision of the Association to an arbitrator selected as per the procedures established in Article VIII Grievance Procedures, Step Four, Section A, of this Agreement. The decision of the arbitrator shall be final and binding on the Association and the unit member. Each school year, all such appeals shall be consolidated for hearing by a single arbitrator selected by the Association, pursuant to Section E of this agreement. The fees and costs of the arbitrator shall be paid by the Association and the unit members equally. All other costs shall be borne by the party incurring them. For unit members seeking an arbitration decision appeal, the deadlines of this section shall be held in abeyance until the decision is rendered.

- E. Proof of such cash payment (no in kind service or benefit allowed) and a written, dated, signed statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Section D above, shall be made on an annual basis to the Association and the District as a condition of continued exemption from the provisions of Sections D and E. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to whom payment in lieu of the agency service fee has been made. Such proof shall be presented on or before October 1, of each school year.
- F. Any bargaining unit member making payments as set forth in this Article, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
- G. With respect to all sums deducted by the District pursuant to Sections B, D, E above, whether for membership dues or agency service fees, the District agrees to remit such monies promptly to the Association accompanied by an alphabetical list of all bargaining unit members for whom deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel or amount of deductions from the list previously furnished.

- H. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without resolicitation and authorization from unit members.
- I. The members of the Association assigned to work at any given school site shall be allowed reasonable use of school facilities for the purpose of meetings. When school facilities are to be used by the Association for meetings accommodating teachers from more than one school site, the Association shall be accorded reasonable use of such facilities upon the completion and submission of District Form 8B, Application and Agreement for Use of School Facilities@, in accordance with the Civic Center Act. The building Principal shall be contacted prior to the request to insure the availability of facilities.
- J. The Association, through its designated Officers, Professional Staff and/or Faculty Representatives, shall have freedom to post notices of activities and all other printed matters of Association concern on bulletin boards designated for Association use. The District shall provide at least one bulletin board for such use in each school building in work/lounge areas frequented by teachers.
- K. The Association, through its designated Officers, Professional Staff and/or Faculty Representatives, shall be accorded freedom to utilize the District's inter-school mail service, and shall be granted access to and utilization of teacher mailboxes located at each school site, for the purpose of distributing printed matter of concern to the Association to all teachers. All such materials sent through the District's inter-school mail service and/or placed in teacher mailboxes shall be clearly identified with the Association's name. Only designated Association Representatives shall receive and distribute Association sponsored materials intended for general teacher distribution through mailboxes.
- L. Official representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times. When entering the campus, the site's main office shall be advised.
- M. Names, complete addresses, telephone numbers, job titles, credential status and work locations of all teachers represented by the Association shall be provided to the Association not later than November 1<sup>st</sup> of each school year. Those addresses and telephone numbers formally designated as confidential by an individual teacher through exercise of existing law covering confidentiality of such information shall be deleted from the listing, but in every case the name, job title, and work location of each teacher shall be provided by the District. The District will apprise the Association of all changes in this information which have occurred on at least a monthly basis.
- N. Upon appropriate written authorization from the teacher, the District shall deduct from the salary of any teacher and make appropriate remittance for Association sponsored programs, annuities, credit unions, charitable donations, or any other programs jointly approved by the Association and the District.
- O. Upon appropriate written authorization from an individual teacher, the District shall deduct from the salary of any such teacher, and make appropriate remittance within twenty-two (22)

calendar days to the Association voluntary contributions to the Political Action Committee of the National Education Association.

- P. A procedure shall be implemented which will allow a teacher to authorize payroll deduction for payment of insurance program plan premiums to California Casualty Insurance Company.
- Q. The Association's office, if located within three miles of the District's Administration Building, shall be provided inter-district telephone service, consistent with past practice, through the school district's central switchboard at an annual cost to the Association of \$184.00. \*Note: The District agrees to provide the same telephone system in the TANLA Office with all operating features provided on the Superintendent's office telephones.
- R. The District shall provide inter-school mail pickup and delivery service between the Association Office, if located within three miles of the District's Administration Building, and all school sites and Administrative Offices of the District, at an annual cost to the Association of \$287.
- S. The Association shall be provided at no cost up to sixty (60) days of release time per year to be used by the local chapter officers and/or members of the Association for District and/or Association business. Prior to using any of the days, local chapter officers or agents must contact the Office of Human Resources at least forty-eight (48) hours in advance to request a substitute.
- T. Monday of each week shall be established as Professional Association Meeting Day for teacher involvement in Association activities, and/or meetings. Teachers shall be allowed to leave their school or site premises immediately after the end of their respective student instructional day to participate in Association activities. Only under unusual circumstances will any administrative or in-service training school site meeting be held on Mondays. All such District meetings shall be approved in advance by the District Superintendent, and the Association notified as far in advance as possible.

## ARTICLE VII

### NEGOTIATING PROCEDURES

- A. The Association shall submit its initial proposal for a successor agreement to the Board of Education no sooner than the first regularly scheduled Board meeting in May of the year this Agreement expires. By mutual agreement, the District and the Association shall meet and negotiate in good faith over a successor Agreement in accordance with the procedures set forth herein in a good faith effort to reach agreement. The agreement reached between the parties shall be reduced to writing and signed by them.
- B. During negotiations, the District and the Association shall present data and exchange information relative to their respective positions. The District representatives agree to keep the Association fully informed on aspects relating to the development of the District's fiscal budget each year. The District agrees to share with the Association enrollment projections, preliminary budget, monthly budget summaries, budget publications, such County and State reports as the District prepares and the Association may request, and any other information of the School District which will help facilitate negotiations. No later than November 10, the Board shall furnish the Association with the placement of teachers on their respective salary schedules as of the October payroll period.
- C. Either party may utilize the services of outside consultants and/or professional representatives to help facilitate the negotiations process. Said consultants and professional representatives shall be reimbursed by the respective parties seeking such service.
- D. The representatives appointed by each party shall have the power to negotiate for that party and to make tentative and temporary agreement. However, the final agreement shall be contingent upon ratification by the Board of Education of the School District and the Association.
- E. The District shall provide reasonable release time for negotiations for five (5) members, excluding the TANLA President.

## ARTICLE VIII

### GRIEVANCE PROCEDURES

- A. A grievance by a teacher, a group of teachers, or the Association is a formal written allegation involving any alleged violation, misinterpretation or misapplication of any specific provision of the Agreement and that by reason of such violation, misinterpretation or misapplication, rights have been adversely affected.

#### STEP ONE - (Informal Level)

- A. Before filing a formal written grievance, the grievant shall attempt to resolve it with an informal conference with the immediate supervisor, or in the Association's case, at the level where the alleged grievance occurred. The grievance must be submitted in writing to the grievant's immediate supervisor or in the Association's case, to the level where the alleged grievance occurred, within thirty (30) teacher work days after the event or within thirty (30) teacher work days of the time the grievant should have known of the event giving rise to the grievance.
- B. The immediate supervisor, in the case of a teacher filed grievance, or the Administrator dealing with an Association filed grievance will give his/her answer to the grievant or the Association respectively by the end of the tenth work day following the presentation of the grievance. The giving of such answer terminates informal hearings unless both parties mutually agree to meet again on the matter at this level. If no response is forthcoming within ten (10) teacher work days, the grievance may be forwarded to Formal Level - Step Two.
- C. At this conference, only the grievant and the immediate supervisor shall be in attendance. The grievant also has the right to TANLA representation. In the case of an Association grievance, except by mutual agreement, only the Association's designated representative and one Administrator shall be in attendance.

#### STEP TWO - (Formal Level)

- A. If the grievance is not resolved at Step One, the grievant may, within ten (10) teacher work days after the date of decision at the Step One Level, or within ten (10) teacher work days from the date of the initial conference, if no decision is rendered, request a review by the Superintendent and/or his/her designee(s) by formally filing a grievance with the Grievance Officer on an official District Grievance Form. The appeal shall include a written copy of the grievance, the response, if any, and a statement of the reasons for the appeal.
- B. The Superintendent and/or his/her designee(s) to whom the appeal is being made shall: (1) hold a conference with the grievant within ten (10) teacher work days after receiving the appeal; (2) obtain additional information as is deemed appropriate; and (3) within ten (10) teacher work days after the conference with the grievant, summarize his/her findings and his/her decision in writing and submit copies to the grievant, the representative of the grievant's own choosing, if any, and the grievant's immediate supervisor.

- C. During the formal grievance process, a grievant shall be entitled to have an Association representative present. The grievant and his/her representative, if any, shall be given at least two (2) teacher work days notice of the conference described below and an opportunity to participate. The grievant shall be present at this conference, unless mutually agreed that the grievant need not attend, or where it is mutually agreed that no facts are in dispute and that the sole question is one of the interpretation of a provision of this Agreement.

#### STEP THREE - (Mediation)

- A. If the grievance is not resolved at Step Two, the grievant may, within ten (10) teacher work days from the decision of Step Two, or within ten (10) teacher work days from the date of the conference at Step Two, if no decision is rendered, appeal the grievance to the Administrator - Human Resources, requesting, in writing, mediation of the grievance. In this event, the Administrator - Human Resources, shall within ten (10) teacher work days of the date of the receipt of the request, submit to the California State Conciliation Service a written request for immediate services of a mediator. The function of the mediator shall be to assist the parties to achieve a mutually satisfactory resolution of the grievance by means of the mediation process by providing a written response. The fees and expenses, if any, of the mediator shall be equally shared by the District and the Association. All other expenses, except for reasonable release time of the grievant and his/her representative, shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other, except for release time as provided by the law.
- B. At the outset of this process the mediator shall schedule and hold a conference at which time the parties to the grievance shall submit to the mediator copies of all documents completed in conformance with the requirements at each previous grievance step. In addition, the grievant shall submit to the mediator and the District a clear, concise written statement of the reasons for his/her appeal to the mediation process and the remedies sought.
- C. If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties of the grievance shall sign a written statement to that effect and thus waive the right of either party to any further appeal of the grievance.
- D. The District and the Association have agreed that this step (Mediation) may be waived by mutual agreement of the District and the grievant. If no satisfactory settlement is reached within ten (10) teacher work days following the receipt of the written response with the mediator, either party may appeal the grievance to the next step (Arbitration).
- E. The written opinions and conclusions of the mediator are to be given serious consideration as an acceptable resolution to the dispute, but they may be rejected by either party by writing to the other stating the reasons for the rejection. In the event of rejection by either party, the parties agree the mediator's suggested resolution may not be offered as evidence in any subsequent arbitration.

#### STEP FOUR - (Arbitration)

- A. If a grievance is not resolved at Step Three, the grievant may request within ten (10) teacher work days of the mediation response that the Association submit the grievance to arbitration. The Association shall notify the Superintendent or his/her designee in writing within ten (10) teacher work days after the receipt of the request from the grievant that the grievance has been submitted for arbitration. The Association has the discretion to reject any grievance from being submitted for arbitration. The arbitrator shall be mutually selected by the two parties within ten (10) teacher work days after such notice is given. If the two parties fail to reach agreement on the choice of an arbitrator within ten (10) teacher work days, the California State Conciliation Service shall be requested to supply a list of five (5) names of people who are experienced in public school arbitration. Within ten (10) teacher work days after receipt of the list of names, each party will alternately strike from the list until only one name remains. The order of striking shall be determined by a flip of a coin. By mutual agreement between the parties expedited arbitration procedures may be used.
- B. After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties his/her findings which shall be final and binding on the parties.
- C. The fees and expenses of the arbitrator shall be equally shared by the District and the Association. All other expenses, except for reasonable released time for the grievant and/or his/her representative, shall be borne by the party incurring them and neither party shall be responsible for the expense of the witnesses called by the other, except for released time as provided by law.
- D. Powers of the Arbitrator are subject to the following limitations:
1. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  2. The Arbitrator shall have no power to establish the structure of the salary schedule.
  3. The Arbitrator shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board unless such practice, rule or action directly relates to a provision of this Agreement.
  4. The Arbitrator shall have no power to interpret State or Federal law unless such law is part of this Agreement.
  5. The Arbitrator shall not hear any grievance previously barred from the scope of the grievance procedure.
  6. The Arbitrator shall have no power to expand the scope of negotiations.

#### GOVERNING REGULATIONS

- A. The Arbitrator may hear and determine only one grievance at a time filed by a teacher, group

of teachers, or the Association, filing a common grievance unless the District agrees otherwise. However, both parties will in good faith endeavor to handle in an expeditious and convenient manner cases which involve the same or similar facts and issues.

- B. The grievant, if desired, may be represented by an Association representative at all meetings and hearings above the informal level of the grievance procedure and at the informal level after the grievant has had at least one informal conference with the grievant's immediate supervisor.
- C. Failure at any step of this procedure to communicate the decision on a grievance within the specific time limits shall permit the grievant to proceed to the next step. The time limits specified on any step of this procedure may be extended, in a specific instance, by mutual agreement. Failure by the grievant to process the grievance within the time lines shall cause the grievance proceedings to cease with the solution being the last administrative decision.
- D. Nothing contained herein will be construed as limiting the right of any teacher alleging a grievance to discuss the matter informally with any appropriate number of the administration and to have the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of the Agreement and that the Association has been given an opportunity to be present at such adjustment and to share its views.
- E. Time limits shall consist of teacher work days except that when a grievance is filed subsequent to May 15, and prior to the end of the school year, the time limits shall be regarded as calendar days. When processing grievances during the months of July and August, due regard shall be given to the availability of personnel to assure that proper filing and processing of grievances occurs. Any time limits affected by Winter or Spring breaks will be extended by ten (10) teacher work days.
- F. Time limits are defined as the day following the filing of the grievance, the reply to the grievance, the holding of a conference, the receipt of a reply to a conference, etc.

## ARTICLE IX

### PROCEDURES TO BE UTILIZED IN THE EVALUATION OF TEACHERS

#### A. PURPOSE OF THE EVALUATION PROCESS

The primary purpose of evaluation is to recognize commendable practices and to assist the teacher with the improvement of instruction and effective management of students. The evaluation process is intended to provide the teacher with careful, objective and systematic assessment of teacher competence and effectiveness in relation to instructional methodology and adherence to the District's recorded curriculum.

#### B. FREQUENCY OF EVALUATION

To provide an orderly procedure for the ongoing process of improving instruction and assessment of performance, evaluation shall be conducted according to the following schedule:

1. Non-Permanent teachers and non-teaching personnel shall be evaluated twice a year. The first evaluation shall be completed prior to the Winter Recess and the second evaluation shall be completed by May 31. Each evaluation shall have a required minimum of two observations.
2. Teachers and non-teaching personnel with permanent status shall be evaluated at least once every three years, unless they are working under the provisions of a Performance Action Plan in which case the permanent teacher shall be evaluated every year until the level of performance has improved to the extent they are no longer on a Performance Action Plan. Each evaluation shall have a required minimum of two observations. The evaluation shall be completed by May 31. Some federal and state programs may require evaluations more often.
3. Teachers and non-teaching personnel with permanent status who have
  - a. been employed at least ten (10) years with the school district, and
  - b. are highly qualified, as defined in 20 U.S.C. Sec. 7801, and
  - c. who have the appropriate English Learner Certification, and
  - d. whose previous evaluation rated the employee as meeting or exceeding standards, and
  - d. if the evaluator and certificated employee being evaluated agree, shall be evaluated at least every five (5) years.The certificated employee or evaluator may withdraw consent at any time.
4. The District shall not complete the formal evaluation process for any teacher whose resignation/retirement request has been accepted by the Board of Education or designee.

#### C. EVALUATION PROCEDURE

1. It shall be the responsibility each year, for the evaluator to formally meet with all evaluatee(s) being evaluated that year, under his/her supervision, to explain the District's evaluation policy, procedures, education policy and philosophy. Such meetings shall be held between the parties prior to the conference required by this Article, Section D2 below. A written record will be maintained by the evaluator verifying this meeting was held and shall be signed and dated by the teacher(s) in question being evaluated and shall be distinguished as separate from the meeting records verifying staff inservice relevant to required "Annual Notices". All materials distributed at this meeting shall be attached to this written record of the meeting. Such meetings shall be held during the first thirty (30) teacher work days of each new school year.
2. Non-Permanent teachers and non-permanent non-teaching personnel, shall be evaluated under the provisions of the regular evaluation track in every case.
3. Permanent teachers and permanent non-teaching personnel, who have completed two or more successful and sequential performance evaluations (where all six categories of the evaluation instrument were rated "Proficient") shall be allowed to subsequently elect (with the approval of the site principal) whether to be evaluated under the provisions of either the Regular Evaluation Track or an Alternative Evaluation Track.
4. Except for teachers participating in the Peer Assistant Review Program, prior to being visited by another teacher, the receiving teacher shall be notified and approve the visit.
5. Self-evaluation shall be encouraged in all areas of certificated assignment, but shall not be included in the formal evaluation process, unless the teacher in question has elected to use the Alternative Evaluation Track and it requires the use of a self-evaluation instrument.

D. STULL OBJECTIVES (Applies to both evaluation tracks)

1. Every teacher is required to write a reasonable number of Stull Objectives each school year whether an evaluation is conducted that year or not. Said objectives shall be reduced to writing and turned in to the site administrator or his/her designee each school year.
2. Every school year objectives and standards of performance shall be established for all teachers including those not in the evaluation cycle. A meeting between the evaluatee(s) and evaluator regarding these objectives and standards shall take place each school year. Such meetings shall be held no later than the first thirty (30) teacher work days of each new school year for permanent and non-permanent teachers. Each teacher evaluated shall have the opportunity to participate in establishing the objectives and standards of performance, related to the teacher's

position and assignment, upon which formal evaluation shall occur. If the objectives cannot be mutually agreed upon, an appeal relating to these differences may be written by the teacher and submitted to the Superintendent or his/her designee for final resolution after a meeting with the parties has been held

3. All teachers shall be evaluated on a minimum of one (1) required adjunct duty each school year, as agreed to by the individual teacher and his/her respective principal, or administrative evaluator, written up as a behavioral objective at the beginning of each school year.
4. Nothing precludes a teacher and a principal from mutually agreeing to use more than one adjunct duty for evaluation purposes. Teachers serving in more than one school would only be required to be evaluated on the basis of an adjunct duty at no more than one (1) site.
5. Any teacher who does not possess an appropriate English Learner Certificate and attends English Learner Certificate classes outside of their paid work day shall be credited with their Stull Bill Adjunct Duty. This provision for Adjunct Duty Credit shall only be utilized for the school years 2006 - 2008.

E. USE OF PUBLIC CHARGES IN EVALUATION (Applies to Both Evaluation Tracks)

As per Board Policy 1340, a negative and/or unsatisfactory evaluation of a teacher shall not be predicated upon information or material of a derogatory or critical nature which has not been reviewed and processed within the District's adopted policies and regulations for processing a complaint against a teacher and the complaint has been found to have merit and substance in fact.

F. SERIOUS SITUATIONS BETWEEN EVALUATIONS (Applies to Both Evaluation Tracks)

In the event a situation arises during an evaluation time period that is serious enough to warrant immediate attention, the evaluator shall make a written report of the incident to be filed in the official personnel file of the teacher. The teacher shall have the right to prepare an appropriate memorandum of rebuttal to said written report, and it shall also be included in the official personnel file of the teacher.

G. REBUTTING DEROGATORY INFORMATION (Applies to Both Evaluation Tracks)

A teacher may submit a written response (rebuttal) to the evaluator's statements made on any written observation report, conference report, or official evaluation. Said response (rebuttal) shall be filed within 120 teacher workdays from the date on the observation report, conference report or evaluation report being responded to (rebutted) and attached to the report or evaluation and shall be placed in the teacher's official personnel file retained by the District Office of Human Resources.

## H. EVALUATION CONFERENCE (Applies to Both Evaluation Tracks)

The official evaluation shall be discussed in a conference between the evaluator and the evaluatee. The teacher shall receive a copy of the evaluation instrument. The evaluatee may submit a written response to the evaluator's statement(s) on an evaluation at any time. The response will be attached to the evaluation and retained in the teacher's file in the District Office of Human Resources. The evaluatee shall sign the evaluation report. The signature does not necessarily indicate that the teacher endorses or agrees with the content of the evaluation.

## I. REGULAR EVALUATION TRACK PROCEDURES

1. Data to facilitate formulation of the above standards of performance shall be secured through a number of procedures including, but not limited to: classroom observations, formal conference, personal observations, and other information considered of value in making an objective evaluation or an alternative path such as: portfolios, exhibitions, projects and presentations. The evaluation shall have factual basis.
2. The following minimum standards for classroom observation shall be established:
  - a. All permanent teachers being evaluated shall have at least one scheduled and one unscheduled observation and such follow-up conferences as are necessary prior to any evaluation report. A sign-up list will be provided for scheduled observations for permanent employees. Failure of a permanent employee to sign-up may result in an unscheduled observation.
  - b. All first year non-permanent teachers shall have a required minimum of two (2) observations prior to each evaluation report.
  - c. Second year non-permanent teachers shall have two (2) observations prior to the evaluation due by Winter Recess. If no areas are cited as less than satisfactory on the first evaluation report, then only one (1) observation shall be required prior to the completion of the final evaluation report which shall be completed prior to May 31.
  - d. If the initial observation indicates potential non-retention of an employee, then the principal will return to a minimum of three (3) observations for each evaluation on those employees.
  - e. Each observation shall be no less than twenty (20) minutes in duration to help provide the evaluator with sufficient data to make contributions to the evaluation. The beginning and ending times of each such observation shall be clearly marked on the Observation Report Form by the evaluator.
  - f. Any formal written record of the observation, and any required follow-up

conferences together with commendations and recommendations shall be made on forms provided by the District.

- g. The evaluatee shall be given a copy of the written record of the observations within five (5) working days of the observation. Written observation reports shall be dated and signed by both the evaluator and evaluatee.
- h. Any negative formal observation which cites deficiencies or weaknesses shall be followed by a related conference between evaluator and evaluatee within fifteen (15) teacher work days of the observation. Extensions will be allowed on a day-to-day basis when either the evaluator or evaluatee is on an authorized absence from the District. A conference summary shall be written on the "Report of Conference Form Related to an Observation" as a result of that conference with input solicited from the evaluatee in the development of a personal assistance plan. The written conference report shall be dated and signed by both the evaluator and evaluatee.
- i. If new or additional deficiencies or weaknesses are cited on any written classroom observation report and written conference report, the evaluator shall make specific suggestions on the report for improvement of deficiencies and/or weak areas cited on the report(s) and shall allow at least ten (10) teacher work days prior to official evaluation for improvement by the teacher. The evaluator, in collaboration with the evaluatee, shall provide in writing plans for personal and resource assistance in a reasonable effort to help the teacher improve.
- j. Evaluation may involve more than one evaluator. The Principal of the school shall be responsible for and have final authority in the evaluation of teachers assigned to his/her school and shall show evidence of same by personally reviewing and signing all evaluation forms. Only certificated administrators shall evaluate.
- k. No teacher shall be involved in the evaluation process of another teacher or be required to provide any administrator with information relative to another teacher's competency skills in the classroom.
- l. An official evaluation shall cover a defined period of time. The evaluation form shall provide specific date references for the period of time being evaluated. At least twenty (20) teacher working days must elapse between all official evaluations. The official evaluation shall be based on dated observation and conference reports. Said dated observation and conference reports shall be referenced on the evaluation form and shall be available to document any deficiencies or weaknesses cited on the evaluation report. No assessments of "Needs to Improve" or "Unsatisfactory" shall be introduced in writing on a teacher's evaluation form which have not first been formally called to his/her attention in written observation and written conference

report(s). No less than ten (10) teacher work days shall be allowed from the date of the written observation and written conference report where the deficiency is first noted, and the date of the next evaluation when the deficiency is formally cited, to allow for proper correction of said deficiency. Factors, either positive or negative, that affected the achievement of the stated objectives shall become a matter of written record on the evaluation form.

- m. If an “N” or “U” is noted on the official evaluation, the evaluator, with input solicited from the evaluatee, shall, following the issuance of the evaluation, develop a written Performance Action Plan for the purpose of assisting the teacher to improve. The Performance Action Plan shall then be attached to the evaluation and shall contain specific suggestions for improvement of deficiencies and/or weak areas cited on the evaluation and shall allow reasonable time prior to the next official evaluation for improvement by the teacher. The Performance Action Plan shall be signed by both parties within five (5) teacher workdays from the date cited on the evaluation form leading to the development of the plan. Should the evaluatee refuse to provide input in the action plan, the evaluator shall then be authorized to develop said plan including a written explanation stating the evaluatee formally refused/declined participation. Should the evaluatee be absent from work on one or more of the five (5) teacher workdays immediately following the date cited on the evaluation form, then the five (5) day time line shall be extended one day for each day of absence. The Performance Action Plan shall contain:

- 1) Areas where improvement is needed.
- 2) A minimum of two (2) examples for improvement.
- 3) Additional resources to be utilized to assist with improvement, if any.
- 4) Evaluator’s role in assisting the evaluatee.
- 5) Techniques for measurement of improvement.

Any Performance Action Plan that results from a rating of “N” or “U” on the teacher’s evaluation shall be developed and signed by both the rating administrator and teacher, and implemented within five (5) teacher workdays from the date cited on the evaluation leading to the development of the Performance Action Plan. This five (5) teacher workday administrative deadline shall be extended one day for each day during the five (5) day period that a teacher is away from his/her work site on sick leave, or the teacher in question has declined, for any personal reason, to meet with the administrator on an appointed day, within the five (5) day period, to develop, sign, and implement said Performance Action Plan. The administrative deadline shall also be extended one day for each day during the five (5) day

period that a rating administrator in question is away from his/her work site on sick leave.

## J. ALTERNATIVE EVALUATION TRACK PROCEDURES

1. After a permanent teacher or non-teaching personnel, who has completed two or more successful, and sequential performance evaluations (where all six categories of the evaluation instrument were rated “Proficient”,) the individual evaluatee may elect, with the approval of the site principal, to pursue an alternative evaluation track, called the Professional Options Plan (POP).
2. The POP is a process that is employee centered, encourages peer sharing and support and includes voluntary self-assessment and goal setting. The rating administrator and teacher share the joint responsibility for developing the POP. Any projects must align with District goals, standards, and objectives.
  - a. Each permanent teacher and permanent non-teaching person, shall first decide whether they wish to be evaluated under the Professional Option Plan procedures. The evaluator shall provide the teacher or non-teaching person with a district developed form to sign and date indicating their wish to be evaluated through the Alternative Evaluation Track procedures.
  - b. Each teacher shall privately complete the district provided Teacher Self-Appraisal Guide to prepare to participate in the end-of-the-year assessment of the POP.
  - c. In addition, each permanent teacher electing to use POP during the school year shall agree to use the district provided draft document entitled “What All Teachers Should Know And Be Able to Do” and the draft Professional Teaching Standards for their subject area/grade level, if available, to assist in formulating professional growth goals for the school year.
  - d. Prior to the initial participation in POP the permanent teacher or non-teaching person, will attend a District provided information training session, for no more than one hour, after school, at a central location, on one day. This information training session will occur during the first twenty (20) student instructional days of each new school year.
  - e. On or before the thirtieth (30) student instructional day of the school year, the permanent teacher or non-teaching person and the supervisor will cooperatively establish the evaluatee’s annual goals, reducing them to writing, mutually dated and signed by both parties. The District will provide the form for accomplishing this task.
  - f. No later than thirty (30) student instructional days prior to the final student day, the evaluatee and the evaluator shall meet to analyze and discuss

employee gathered data related to the accomplishment of the established annual goals.

- g. The rating evaluator may, following the meeting in Section J,2,f, above, decide to move the permanent teacher or non-teaching person back to the Regular Evaluation Track Procedures for the successive school year. This decision, if made, must be communicated to the evaluatee, in writing, no later than May 31st.
- h. POP shall not be used as a basis for determining that a permanent teacher's or non-teaching person's overall performance is unsatisfactory nor as a probable cause for non-renewal of an employee contract under applicable law. Information from the Professional Options Plan may not be used as a basis to determine if a permanent teacher's or non-teaching person's performance is unsatisfactory in subsequent evaluations done under the provisions of the Regular Evaluation Track Procedure.

#### K. FILING OF EVALUATIONS

Evaluation reports shall be retained in the Office of Human Resources as confidential material and filed in the personnel folder of the individual teacher.

#### L. PROCEDURAL CALENDAR FOR EVALUATIONS

The Office of Human Resources shall develop and distribute to certificated personnel responsible for evaluation, a procedural calendar which shall provide, but not be necessarily limited to, specific deadlines for evaluation. A copy will be provided to the Association.

Extensions shall be allowed on a day-to-day basis when either the evaluator or evaluatee is absent from the District.

#### M. NON- PERMANENT TEACHERS

1. The first official evaluation shall be completed before the winter recess.
2. The final required official evaluation for a non-permanent teacher not being recommended for reemployment shall be completed not later than March 15. If the teacher is assigned to the school at such time that the conditions of Part 1, immediately preceding cannot be met, only one evaluation will be required by March 15 in order to substantiate a recommendation of non-reemployment. The deadline for persons covered in the preceding sentence may be adjusted in accordance with provisions of the Education Code and this Agreement.
3. The two required evaluations for each second year probationary teacher must be completed and recommendations relative to reemployment must be made by May 21.

4. The final written evaluation for non-permanent teachers who are being reemployed shall be completed and transmitted to the teacher no later than May 21 of each year. The evaluation conference shall be completed no later than May 31.
5. A non-permanent teacher assigned to a school or District department after the beginning of school and who is recommended for reemployment must be evaluated twice, if possible, under the time schedule that is required by law and this Agreement. If two evaluations are not possible, one must be held if the teacher has been in the assignment for forty-five (45) calendar days prior to the date school is dismissed.
6. First and second year probationary employees may be dismissed during the school year for unsatisfactory performance determined pursuant to Article II, Recognition (commencing with Education Code Section 44660), or for cause pursuant to Education Code Section 44932. Any dismissal pursuant to this section shall be in accordance with all of the following procedures:
  - a. The Superintendent of the school district or the Superintendent's designee shall give 30 days prior written notice of dismissal, not later than March 15 in case of second year probationary employees. The notice shall include a statement of the reasons for the dismissal and notice of the opportunity to appeal. In the event of a dismissal for unsatisfactory performance, a copy of the evaluation conducted pursuant to Education Code Section 44664 shall accompany the written notice.
  - b. The employee shall have 15 days from receipt of the notice of dismissal to submit to the Governing Board a written request for a hearing. The Governing Board may establish procedures for the appointment of a hearing officer to conduct the hearing and submit a recommended decision to the Board. The failure of an employee to request a hearing within 15 days from receipt of a dismissal notice shall constitute a waiver of the right to a hearing.
  - c. The Governing Board may suspend a probationary employee for a specified period of time without pay as an alternative to dismissal pursuant to this section.

#### N. PERMANENT TEACHERS

Each permanent teacher shall be evaluated in writing by an evaluator at least once every three years except as specified in Article IX, B.3.

1. The evaluation for permanent teachers who are required to be evaluated during a particular school year shall be completed and given to the teacher by May 21. Any conference related to the evaluation shall be completed by May 31. This shall not preclude any additional conference following May 31.

2. Any permanent teacher who, on an official evaluation, is given an “N” or “U” shall be given a Performance Action Plan and evaluated each year thereafter until the level of performance reaches the District standard.
3. The evaluation for non-teaching personnel shall be completed by May 31st.
4. Exceptions to these dates are noted in Article XVI, Alternative School Year Program, and are applicable to those schools that have adopted and are operating under an alternative calendar.

O. ADULT EDUCATION TEACHERS

1. Contract (full-time) Adult Education Teachers and Counselors shall be evaluated as prescribed throughout the provisions of this article.
2. Other Adult Education School members of the certificated employee bargaining unit (part-time teachers assigned more than ten (10) but less than twenty-five (25) instructional hours per week), will be evaluated once every other year following their first two (2) years of employment on a part-time basis, as prescribed throughout the due process provisions of this article.

P. PARTICIPATION IN PEER ASSISTANCE REVIEW PROGRAM

1. Mandatory Participation (Referred Participating Teachers)
  - a. A permanent classroom teacher who receives one or more unsatisfactory rating(s) in his/her final evaluation in areas of Engaging & Supporting All Students in Learning; Creating & Maintaining Effective Environments for Student Learning; Understanding & Organizing Subject Matter for Student Learning; Planning Instruction & Designing Learning Experiences for All Students; and Assessing Student Learning, shall be evaluated in the succeeding year and shall participate in the District’s Peer Assistance and Review (PAR) Program designed to improve the unsatisfactory performance. All teachers referred to this Program involuntarily shall not be eligible for voluntary transfer or reassignment while they remain in the Program.
  - b. The Human Resources Division will notify the PAR Panel of any permanent classroom teacher who receives an unsatisfactory in any of the five (5) areas mentioned above.
  - c. It is anticipated that a Participating Teacher shall stay in the PAR Program for no more than twelve (12) consecutive months. However, Participating Teachers may, under special circumstances, remain in the Program for a total of eighteen (18) months upon a majority vote of the Panel.
  - d. The PAR Panel shall assign a Peer Assistance Teacher, to the Participating

Teacher. The Peer Assistance Teacher shall meet with the Participating Teacher and his/her evaluator to review the specific teaching/instructional areas identified as unsatisfactory in the formal evaluation and draft a Peer Assistance Plan to address the evaluator's recommendations for improvement. The Peer Assistance Plan shall be submitted to the PAR Panel for review and final approval.

- e. The Peer Assistance Plan shall include a statement of areas needing improvement, the objectives to be followed to achieve improvement and a monitoring schedule. The Peer Assistance Plan shall be aligned with applicable criteria under Education Code Section 44662 and include, but not be limited to, specific training activities and classroom observations in the teaching/instructional areas identified as unsatisfactory in the final evaluation.
- f. During the Peer Assistance Plan period, the Peer Assistance Teacher shall make periodic reports to the PAR Panel, as deemed necessary by the Panel, on the status of the Participating Teacher's progress in the PAR Program.
- g. Documents generated by Peer Assistance Teacher and Panel Members regarding specific Participating Teachers as part of the assistance process set forth in this agreement shall be deemed personnel records and shall remain confidential to the extent required by law. The District reserves the right to use such documents in subsequent actions related to Participating Teachers.
- h. In accordance with the timeline established by the PAR Panel, the Peer Assistance Teacher shall complete a final report of the unit member's participation in the Peer Assistance Plan. The review shall identify the areas needing improvement, the assistance provided the unit member and assessment of the results of the assistance, including a statement whether the unit member has satisfactorily completed the program. The final Peer Assistance Plan report shall be provided by the Peer Assistance Teacher to the PAR Panel, Referred Participating Teacher and evaluator. The assessment documents prepared by the Peer Assistance Teacher, at the District's discretion, may be placed in the Participating Teacher's personnel file.
- i. The Referred Participating Teacher may submit a written response to the final PAR report of the Peer Assistance Teacher.
- j. In accordance with the timeline established, the PAR Panel shall submit to the Governing Board the names of Participating Teacher(s) and the subsequent results of their participation in the PAR Program.
- k. The District shall defend and hold harmless individual Panel Members and

Peer Assistance Teachers from any lawsuit or claim arising out of the performance of their duties under this program as provided by the California Government Code Tort Claims Act. In addition, members of the bargaining unit may also seek legal services from the Associations in connection with their participation in PAR.

- l. The program and the District's evaluation functions shall operate independently of each other; however, a cooperative relationship between the Principal and the Peer Assistance Teacher is encouraged with respect to the process of peer assistance and review. Nothing within this agreement or within the Program shall prohibit or limit the District and Governing Board from exercising its legal or contractual rights regardless of the participation of a teacher within the Program.
  - m. The Governing Board retains its authority to hire and dismiss all employees.
2. Voluntary Participation
- a. Classroom teachers who are voluntarily participating in the Program shall not have any documentation placed in their personnel files issued as a result of the participation. The Progress Reports and other documents shall remain confidential.

## ARTICLE X

### PERSONNEL FILES

- A. The official personnel files for teachers shall be kept at the District office. Materials related to evaluation not properly placed into a teacher's official personnel file shall not be utilized in any discipline procedure against the teacher or retained in the personnel file.
- B. Any rating, reports, records, or other materials to be placed in a teacher's official file must be dated, signed, and submitted by the author to the District's Office of Human Resources, for inclusion in the teacher's official personnel file, within ten (10) teacher work days from the date on the material to be included in the file.
- C. Every teacher shall have the right to inspect ratings, reports, records, and all other materials placed in his/her official personnel file which may serve as a basis for affecting the status of his/her employment, except as follows:
  - 1. Materials such as ratings, reports or records which were obtained prior to the first date of District service.
  - 2. Materials prepared by identifiable examination committee members.
  - 3. Materials which were obtained in connection with promotional examination.
- D. This inspection of an official personnel file shall be made at a time other than during the teacher's regular working hours and shall be during the normal business hours of the District's Office of Human Resources. A teacher may permit another person to view the materials contained in his/her official personnel file in his/her presence.
- E. Materials contained in official personnel files may not be taken from the District's Office of Human Resources. Facsimile reproductions shall be made by the Office of Human Resources for the teacher or his/her designated representative, within 24 hours, upon formal request of the teacher in writing. During the term of this Agreement, each teacher may receive a maximum of three (3) facsimiles at no cost.
- F. The official personnel file will be made available to a teacher only upon authorization of the Superintendent or authorized employees assigned to the Office of Human Resources. Exempt materials referred to in Section C of this Article will be removed by said Administrator prior to the teacher's inspection. The administrator will verbally identify for the teacher wishing to review his/her official file the nature of any item being removed from the official personnel file, prior to the teacher's inspection of the file, without revealing the informational content of the item(s) being removed.
- G. With the exception of written responses or reactions to evaluations or information of a derogatory nature, no materials shall be inserted into or removed from an official file except upon approval of the Superintendent or an Administrator in the Office of Human Resources.

- H. No information of a derogatory nature that directly affects an employee's evaluation shall be placed in the official personnel file until the employee has had a reasonable written notice and an opportunity to respond. Prior to placing item(s) in the personnel file, reasonable cause shall exist to believe that the information has a factual basis. With the exception of evaluation related observation and conference reports, all other materials to be placed in an employee's official personnel file must be dated and signed by both parties within ten (10) teacher workdays of the occurrence of the situation being cited, or within ten (10) teacher workdays of the date the immediate supervisor first became aware of the situation being cited. Derogatory materials not properly placed in the official personnel file shall not be utilized in any discipline procedure against the employee or retained in the official personnel file.

Any response by the employee to be placed in the official personnel file shall be submitted for attachment to the material(s) being rebutted for inclusion in the official personnel file, no later than one hundred twenty (120) teacher workdays after receipt of the derogatory material(s) by the employee.

- I. The teacher shall have the option of reviewing the derogatory material in the District's Office of Human Resources during regular business hours, or upon written request, the Office of Human Resources will send the teacher a facsimile of the derogatory information in question for his/her examination.
- J. A teacher who wishes to review and comment on derogatory information during working hours must make proper arrangements with his/her principal or supervisor before leaving his/her work station. The principal or immediate supervisor will work in a positive manner to assist a teacher seeking the opportunity during working hours to review derogatory materials contained in his/her personnel file.
- K. The contents of all official teacher personnel files shall be kept in the strictest confidence. The District will restrict access to official teacher personnel files to the individual teachers involved, the Superintendent, and such administrators as the Superintendent designates on a strict need-to-know basis. The Board of Education or a member of the Board authorized by the Board may review the personnel file of a specific teacher as needed regarding personnel matters.
- L. All transcripts that are required by the District shall be returned to the teacher upon his/her written request following the District's usage. The District reserves the right to require an official transcript in specific cases, i.e., audit for proper scale and step placement and/or verification of degrees.
- M. Disciplinary action in the form of a dismissal shall be processed in accordance with the Education Code procedures and shall not be the basis of a grievance.

## ARTICLE XI

### SAFETY CONDITIONS OF EMPLOYMENT

- A. District Management and the Board of Education shall be jointly responsible for furnishing and maintaining conditions of employment that are free of hazards that are causing, or are likely to cause accident, injury, or illness to teachers. The District's Occupational Health and Safety Program will comply with requirements of the Regulations of Cal/OSHA California Regulations, Title VIII.
- B. A teacher shall report in writing any observed unsafe working conditions to his/her immediate supervisor. The immediate supervisor shall route the report through established District procedures for corrective action.
- C. The District shall make every reasonable effort to see that teachers shall not be required to perform tasks or work under conditions which endanger their safety.
- D. The District shall take reasonable steps to provide adequate security to insure the safety of teachers. Each school shall develop a written site plan which shall provide for staff security at all times. Copies of each school site's written security plan shall be made available to the Association, by a respective site administrator, upon request by the Association.
- E. A teacher, while serving within the responsibilities of his/her duties, may use reasonable force to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects within the control of another person.
- F. Within legal limitations, the District shall give legal support and other assistance as described in this paragraph for any assault or battery upon the teacher while acting in the discharge of his/her duties.
  - 1. Teachers shall immediately report an assault or battery suffered by them in connection with their employment to their principal or immediate supervisor.
  - 2. The District shall notify the teacher of its readiness to assist the teacher, upon request, as follows:
    - a. By obtaining from policy relevant information as may be released concerning the accused.
    - b. By providing the teacher with representation in court appearances, and by acting in appropriate ways as liaison between teacher, immediate supervisor, police and the courts.
  - 3. When absence arises out of or from such assault or injury, the teacher shall utilize

industrial injury leave in accordance with provisions of law.

4. Health and Welfare Benefits and/or Leave Benefits derived under this, or subsequent agreements shall continue in accordance with this Agreement.
- G. As permitted by law, the District shall insure any teacher, at no cost to the teacher, against all or any part of his/her liability for injury resulting from an act or omission in the scope of his/her employment.
- H. The District shall reimburse teachers to a maximum of five hundred dollars (\$500.00) per incident for any loss, damage or destruction of personal equipment of the teacher, used for instructional purposes in the classroom, unless such damage is due to negligence by the teacher. To be eligible for reimbursement, a teacher must complete a District form, at the time the article is brought to school, accurately describing the item, its intended instructional use, and the specific dollar figure of its current replacement value. Claims must be submitted on a form provided by the District within thirty (30) days of the date of the loss. No reimbursement shall be made for mysterious disappearances (unrelated to reported vandalism/theft), accidental damage, or any other loss suffered because of lack of supervision by the owner. Items may not be left over the summer period.
- I. The District shall provide for the payment of the costs of replacing or repairing personal property of the teacher, when any such property is damaged in the line of duty without negligence on the part of the teacher. Personal property is defined as eyeglasses, clothing and watches only and specifically excludes automobiles or other personal property. The District shall not pay on items of less than twenty-five dollars (\$25.00) with the maximum payment for any loss of two hundred and fifty dollars (\$250.00). The District shall not be financially responsible for any part of eyeglass losses reimbursed by an insurance carrier, District authorized and paid, in part or in full, by District funds. Claims must be submitted to the Business Office within ten (10) work days after the accident and be verified by the immediate supervisor. The District shall not cover any loss of personal property for which the employee has made a duplicate claim for that same loss of any applicable personal insurance carrier, (Homeowner's, etc.).
- J. District Management shall ensure that there is reasonable access to adequate first-aid kits for each school site. The kits shall be maintained in designated locations at each school site.
- K. Damage to a teacher's purchased and owner driven automobile due to vandalism shall be paid if the site administrator has reasonable cause to believe that the damage occurred on the school site. Vandalism shall include, but not be limited to slashed tires, stolen batteries, or broken windows. The District shall reimburse the teacher for up to a maximum of four hundred dollars (\$400.00) per each incident, providing a police report is filed and appropriate District forms are completed and submitted within ten (10) work days of the incident. A teacher is limited to two (2) claims per year. All repairs must be made and claims for reimbursement submitted to the Business Office within twelve (12) calendar months following approval of a claim.

L. Information regarding Worker's Compensation will be available upon request from the Risk/Safety Management Office, Extension 2113.

M. After required due process has been provided students, a teacher may suspend, for good cause, any pupil from his/her class for the day of the suspension and the day following. In such instances the following procedure shall be observed:

1. The teacher shall notify the principal immediately of the circumstances, and send the student directly to the principal.
2. The teacher shall contact the parent as soon as possible and request a parent-teacher conference.
3. An administrator shall participate in the conference if so requested by either party.
4. The pupil shall not be returned to class during the period of suspension without the concurrence of the teacher of the class from which the pupil was suspended and the principal.
5. A pupil suspended from a class shall not be placed in another regular class during the period of suspension. However, if the pupil is assigned to more than one class per day, this subdivision shall apply only to other regular classes scheduled at the same time the class from which the pupil was suspended. Administration shall provide a place for the suspended student.

The teacher of any class from which a pupil is suspended may require the suspended pupil to complete any assignments and allow tests missed during the suspension.

The district shall notify teachers in writing, each school year, in each respective school's teacher handbook, what specific steps must be followed to provide a student proper due process prior to the teacher electing to suspend a student from his/her class.

Acceptable causes for classroom suspension shall be enumerated in the same section of the teacher's handbook, at each school, and shall include those specific acts or conditions while under the school's authority included in Education Code Section 48900.

N. A teacher may also refer a pupil, for any of the acts enumerated in Education Code Section 48900, to the principal for his/her consideration of a possible suspension from the school.

O. The District shall promptly provide written notice to teachers, within two (2) teacher work days, any time a law enforcement agency releases any information to the school district's administration, or any school site administrator, relating to the taking of a juvenile enrolled in any teacher's respective class, or conviction of crimes against school property, school personnel, or students.

- P. The District shall establish a standing safety committee which shall have at least two representatives of the certificated employee bargaining unit appointed by the Association. This safety committee shall meet during hours the district administration building is normally open for business and teacher representatives shall be provided release time to participate.
  
- Q. When safety inspection tours are made at a school site, the TANLA Faculty Representative will be invited to walk through with the personnel making the site inspection.

## ARTICLE XII

### TRANSFERS AND REASSIGNMENTS WITHIN A SCHOOL

#### A. LENGTH OF SERVICE

1. Length of service for the purpose of applying this Article is subject to the following seniority ranking order:
  - a. First day of paid service under the contractually mandated work year. (This excludes voluntary staff development days, hourly service rendered in the summer, site-specific days prior to the start of the regular work year, etc.)
  - b. If the date established, as referenced in number 1 above is equal, then the next factor that will be used to make the determination of seniority shall be the date the School Board approved the employment contract of the individuals involved.
  - c. If both numbers 1 and 2 are equal, then a lottery among the effected individuals shall be conducted to determine who shall be required to leave the site and who shall be permitted to remain. Such lottery shall be conducted by the Human Resources Department with a representative of TANLA present to serve as a witness.

#### B. TRANSFERS

1. Transfers shall be defined as a change from one school to another.
2. Requests for a transfer may be initiated by the teacher, the principal, or the Superintendent or central office designee.
3. The Superintendent or designee after initial consultation with the Association Executive Director and in conformance with the requirements of this Article, shall personally approve/disapprove all transfers prior to any such transfer being made.
4. The basic criterion in determining transfers shall be the reasonable education needs of the District as determined by the Superintendent or central office designee in accordance with the following procedures:
  - a. A transfer shall not be made for a non-permanent teacher except under highly extenuating circumstance (Teachers serving on non-permanent employment contracts are normally expected to work at one school site as they complete their respective credential program and earn permanent employment status.) The Superintendent shall determine whether circumstances are extenuating enough in a given situation to transfer such a temporary or probationary teacher.

- b. An administrative initiated transfer generally shall not be implemented, more than once every three (3) years. If a permanent teacher is transferred administratively, said teacher shall serve a minimum of two school years at the new school to which they were assigned, before they can request a teacher initiated transfer to another school site.
- c. Each transfer request that is initiated by a teacher shall be valid only between date submitted in the current school year through August 1 of each year. After this date, the transfer request automatically expires. A new transfer request must then be submitted for any succeeding school year as defined in the preceding sentence. Any transfer to another school shall be confirmed in writing by the Superintendent or central office designee.
- d. In the event of an involuntary transfer, and upon written request of the teacher, the District shall be responsible for moving the teacher's personal instructional equipment and property from the former work site to the newly assigned work site. The teacher must properly box and label the materials to be moved. The District shall complete such move at least one (1) working day before the teacher begins the new assignment.
- e. If the transfer occurs after the school year begins, then two (2) days of paid student free release time shall be provided the teacher, upon his/her request, for the purpose of preparation for the new assignment.

### C. TEACHER INITIATED TRANSFER REQUESTS

- 1. Posting of specific openings shall not be required until teachers from the following areas have first been placed:
  - a. Closed schools
  - b. Surplus teachers from schools with declining enrollment and surplus teachers from district office program assignments. Also, posting shall not be required during the four (4) weeks immediately prior to the first day of school, the first three (3) weeks of the first semester and the first week of the second semester.
  - c. Teachers needing to be placed due to administrative initiated transfer.
  - d. Teachers returning from a long-term (six months or more) leave of absence shall be placed in an available opening, prior to beginning the voluntary teacher transfer process.
- 2. A dated list(s) of specific openings for the current or subsequent school year shall be provided, as they become known, for posting in each faculty lounge/workroom, and

the Association Office. The list(s) shall include:

- a. The school and/or administrative divisions where the vacancies exist.
  - b. The subject(s) and/or grade level(s), and required credentials or certificates.
  - c. The closing date for application.
  - d. The date that each position will begin.
3. The teacher may obtain the transfer request form from the District's Office of Human Resources or at the school office. Only teachers whose most current evaluation is satisfactory may submit a transfer request. Should a question arise as to whether or not the teacher's evaluation status reflects satisfactory performance for the purpose of a transfer, a representative chosen by the Association and a representative chosen by the Superintendent or Superintendent's Designee, shall meet to mutually decide as to whether or not the teacher shall be permitted to transfer. Teachers shall be granted only one teacher initiated transfer per year.
  4. A request for a general transfer may be submitted to the Division of Human Resources between date submitted in current school year through August 1 of each year. However, teachers are encouraged to submit them no later than March 1<sup>st</sup> if the transfer is desired for the next school year. A written request for a transfer to a specific vacancy may be submitted any time and will be considered.
  5. Teachers interested in any position that may become available after the close of school in June and before August 1 may submit a transfer request for the position or positions of interest prior to the close of school in June. If two or more classroom teachers apply for the same vacancy, the teacher with an appropriate basic teaching credential allowing her/him to teach the class, and the greatest seniority shall receive the transfer. In the case of a non-classroom teacher, the teacher with an appropriate credential for the position being filled, and the greatest seniority shall receive the transfer.
  6. If two or more teachers apply for the same vacancy, the teacher with the greatest seniority shall receive the transfer. If the teacher with the greatest seniority subsequently declines the offered transfer, his/her name shall be removed from further consideration for a transfer for the current school year, as defined in Section B.4. (c).
  7. When a requested position becomes available, the central office designee will make multiple attempts to contact a teacher to offer the requested transfer. The teacher shall keep the Human Resources Division current with phone numbers where they can be reached when not in school.

8. If the transfer is denied, the reason(s) for denial shall be stated in writing within ten (10) work days if requested by the teacher within ten (10) work days of the receipt of the denial.

D. ADMINISTRATIVE INITIATED TEACHER TRANSFER

1. Teachers may be transferred by administrative initiative for the following reasons:
  - a. Transfers deemed by the Superintendent to be in the best interest of the District, Education Code 35035.
  - b. Declining enrollment.
  - c. Addition, elimination or reduction of classes in special areas or regular educational programs.
  - d. Fluctuations in pupil enrollment. An over staffed or surplus situation may be deemed to exist when the number of teachers present in a given school, after the beginning of the school year, exceeds the ratios established by Article XIII, Class Size.
  - e. Lack of required credential or certificate.
  - f. Performance renewal. A teacher may be transferred by administrative initiative no more than once every three (3) years in order to improve his/her performance. Administrative initiated transfers made during the temporary or probationary period for the purpose of performance renewal shall not apply to the general three (3) year limitation cited in Section B. 4. (b) of this article.
2. When an administrative initiated transfer is deemed necessary, then the following shall occur:
  - a. Volunteers shall be sought prior to utilizing involuntary transfers except for transfers carried out under provisions of Section D.1 (a) of this article.
  - b. The teacher(s) under consideration for an administrative initiated transfer shall be notified prior to the rendering of any formal decision to recommend transfer.
  - c. Within five (5) work days of the notification, the teacher may request and shall be granted a meeting with the Superintendent or central office designee to discuss and consider alternatives to the proposed transfer. Upon written request, the teacher shall receive written reasons for the transfer. Such request shall be made within five (5) days following notification of the administrative initiated transfer. The District shall provide the written reason

within five (5) days of receipt of the request.

- d. All teachers being transferred by administrative initiative shall have equal opportunity to interview for available openings. When a choice of positions is possible, teachers may indicate an order of preference.
- e. Administrative initiated transfers made during the temporary or probationary period for the purpose of performance renewal shall not apply to the general three (3) year limitation cited in Section B. 4. (b) of this article.

E. TRANSFER NECESSITATED BY SCHOOL CLOSURE/OVERSTAFFING

- 1. If a school(s) is closed, teachers affected by such closure shall be accorded priority for filling vacant positions at the school(s) where the students from the closed school(s) are being placed (receiving schools) subject to the following conditions:
  - a. Possession of appropriate credential.
  - b. Major/minor field of study.
  - c. Previous experience in the grade/subject area.
  - d. Seniority.
  - e. The reasonable educational needs of the District.
- 2. In order to satisfy the conditions cited herein, the District shall identify the number of vacant positions which exist at the receiving schools.
- 3. Teachers affected by closure of a school(s) may elect to request a voluntary transfer in accordance with the Teacher Initiated Transfer Request provision(s) of this Article or to follow the students that normally would have been at the closed school in the succeeding year.
- 4. A teacher who fails to be placed as a result of electing to follow the students that normally would have been at the closed school in the succeeding year shall have priority over those requesting voluntary transfer requests not resulting from a school closure.
- 5. If the teacher elects to follow the students, the following procedure shall apply:
  - a. Teachers shall submit a priority ranking of up to three (3) schools to which they desire to be assigned. The ranking shall be made from the receiving schools of the students.
  - b. If the District requests the priority ranking during the regular school year,

then the teacher shall return the ranking request to the District within five (5) working days after the District's request for the ranking.

- c. If the priority ranking request is to be made by the District during the summer months, then the District shall mail the request to the teacher's mailing address on record with the District. The priority ranking shall be returned by the teacher to the District within fifteen (15) work days of the date of mailing. Teachers are required to submit summer mailing addresses to the District.

F. TRANSFER NECESSITATED BY OPENING A SCHOOL

- 1. If a school(s) (which may have earlier been closed) is opened, teachers affected by such opening shall be accorded priority for filling vacant positions as the school(s) into which students are being placed at opening (receiving) school(s) subject to the following conditions:
  - a. Possession of appropriate credential.
  - b. Major/minor field of study.
  - c. Previous experience in the grade/subject area.
  - d. The reasonable educational needs of the Site/District.

The teacher with the greatest length of service shall be transferred provided the above factors are equal.

- 2. In order to satisfy the conditions cited herein, the District shall identify the number of vacant positions which exist at the opening (receiving) school(s).
- 3. Teachers affected by the opening of a school(s) may elect to request a voluntary transfer in accordance with the Teacher Initiated Transfer Request provisions of this Article or to follow the students that will be going to the school(s) being opened.
- 4. A teacher who fails to be placed as a result of electing to follow the students that normally would have been at the school whose student population is being reduced/changed, shall have priority over those teachers requesting voluntary transfers not resulting from a school being opened.
- 5. If the teacher elects to follow the students, the following procedures shall apply:
  - a. Teachers shall submit a priority ranking of up to three (3) schools, or at least up to the number of schools being opened, to which they desire to be assigned. The ranking shall be made from the school(s) being opened that

are receiving students from other schools.

- b. If the District requests the priority ranking during the regular school year, then the teacher shall return the ranking request to the District within five (5) working days after the District's request for the ranking.
- c. If the priority request is to be made by the District during the summer months, then the District shall mail the request to the teacher's mailing address on record with the District. The priority ranking shall be returned by the teacher to the District within fifteen (15) working days of the date of mailing. Teachers are required to submit summer mailing addresses to the District.

#### G. TRANSFER OF DISTRICT ASSIGNED PERSONNEL

A teacher who is considered part of a District Program (Adapted Physical Education Teachers, Home Teachers, Inclusion Teachers, Itinerant Teachers, Nurses, Orientation and Mobility Teachers, Special Day Class Teachers, Special Education Counselors, Special Education Resource Specialists Teachers, Special Education Vocational Teachers, Speech Language Pathologists, and Visually Handicapped Teachers), but who is assigned to a specific school or schools, may be administratively transferred (by the Director of Special Education) when deemed necessary. Generally, transfers within a District Program will be done prior to the beginning of a school year, but unexpected contingencies could require transfers within a given program to be made at other times.

#### H. REASSIGNMENT WITHIN A SCHOOL

1. A reassignment is a change in the current assignment with the same school. Assignment changes within a school are the responsibility of the principal, subject to the approval of the Superintendent or District Office designee. The Principal shall take into consideration the staffing needs and the curriculum of the school, the interests and rights of the teachers, and the credential authorization of the teachers. Prior to making a reassignment, the principal shall discuss the reassignment with the teacher as early as possible.
2. Should reassignment require a change of rooms, grade level, or subjects taught, the principal will arrange for the movement of the teacher's materials. If the reassignment is made after the start of the current school year, a maximum of two (2) instruction free days shall be granted prior to beginning the new assignment, upon the request of the teacher.
3. Should reassignment or relocation due to school modernization require a change of rooms, grade level, or subjects taught, the teacher will be granted one day (1) instructional free day to facilitate the change and the principal will arrange for the movement of the teacher's materials. If the reassignment is made after the start of

the current school year, a maximum of two (2) instruction free days shall be granted prior to beginning the new assignment.

I. PRELIMINARY NOTICE OF ASSIGNMENT

1. Each unit member shall be given tentative notice not later than two weeks prior to the end of the current school year specifying his/her assignment for the following year. Such notice shall specify the room assignment, grade or grade levels, subject area and position to which the unit member shall be assigned.
2. The District shall make a good faith effort to maintain teacher assignments as provided for in Section I, 1, however, should circumstances such as enrollment, programmatic or other educationally sound reasons necessitate a change in a unit members assignment after the date prescribed in Section I, 1, the District shall inform the affected unit member as to the change of assignment and also the reasons for such change.
3. Failure to maintain the tentative assignment shall not be subject to the Grievance Article of this Agreement.

ARTICLE XIII

CLASS SIZE

- A. The District shall utilize the following staffing ratios for the allocation of classroom teachers to a school:

Allocation of Teacher Positions

Grades K - 3	One (1) teacher per 20.4 student maximum average assigned per individual class or as designated in State regulations.
Grades 4-5	One (1) teacher per 31 average student enrollment per school
Grades 6-8	One (1) teacher per 30 average student enrollment per school
Grades 9-12	One (1) teacher per 28.8 average student enrollment per school

When requested, site administrators shall discuss and attempt to resolve the concerns of teachers relating to class size. Reasonable effort will be made to ensure that no core class exceeds 34 students for grades 4-5, and 36 students in grades 6-12. In the event that class size exceeds this number, the site administrator shall immediately schedule a meeting with the teacher(s) and the TANLA site representative or designee to attempt to find a mutually acceptable solution. If it is not resolved at this level, the District Superintendent or designee and TANLA President or designee shall meet to explore a mutually acceptable solution. The efforts to find a mutually acceptable option or outcome shall not be subject to the grievance procedures in Article VIII. (In keeping with past practice, traditionally large classes such as Band and PE are excluded).

1. After a waiting period of four (4) weeks for enrollment stabilization to occur at the beginning of each school year, if the application of the above staffing ratios result in a fraction of .75 or more school wide, an additional teacher position shall be allocated to the school, to be evaluated at the end of the trimester/semester pending enrollment. If, after this initial waiting period and placement of teachers, a site's school wide enrollment rises above the staffing ratios by a fraction of .75 or more, and holds for four (4) weeks, then the school shall be allocated either an additional teacher or a dollar amount placed in the schools budget equivalent to multiplying the remaining days of the trimester/semester. The placement allotment will be evaluated at the end of the trimester/semester. If enrollment school wide drops below the fraction of .75, the funding allocated, in place of a teacher, shall be discontinued at the end of the trimester/semester in which the reduction falls below the fraction of .75. The teaching staff, by majority vote shall determine whether a dollar amount shall be utilized in place of an additional teacher.
2. Elementary and Middle School music teachers, resource teachers, counselors, youth

development teachers, special education teachers, non-unit members and other non-classroom assigned unit members shall not be utilized in the computation or application of the above staffing ratios.

- B. Counselors shall be assigned on the basis of at least one (1) counselor for no more than 375 high school students (9-12). Such students shall be equally distributed among the counselors at each high school in such a manner as to establish uniform student loads for each counselor. Should a school site utilize counselors in a manner that removes students from the caseload of a counselor, the counselor ratio of 1 counselor to 375 students shall not be impacted to accommodate such programmatic changes without unanimous consent of all the counselors at that school site. One (1) counselor shall be assigned to the Continuation High School. Counselor(s), if needed as determined by the Director, Adult Education, shall be assigned to the Adult School.

Counselors shall not be assigned any lunchtime supervision. SB813 shall be outside of the regular work day and on a voluntary basis.

- C. One Counselor shall be assigned at each Middle School.
- D. The Association shall be promptly provided with copies of each school's class size reports each eighteen (18) weeks after each school year starts.
- E. If funds are appropriated by the State and earmarked specifically for class size reduction, the District and the exclusive bargaining unit representative will negotiate to the extent allowable under applicable law, and shall reach agreement prior to the expenditure of said funds earmarked for class size reduction.

## ARTICLE XIV

### HOURS, WORK DAY, AND WORK YEAR

#### A. WORK DAY/YEAR

1. With the exception of schools participating in the Early Dismissal Program, the length of the teacher's workday shall be from thirty (30) minutes before the start of the student instructional day until the completion of assigned responsibilities and activities.
2. Effective with the start of the 2002-2003 school year the following early dismissal program and procedures shall be established:
  - a. All elementary and middle schools within the District shall participate in the Early Dismissal Program. The purpose of this Program is to provide the individual sites with the time necessary to do quality staff development and training.
  - b. The elementary student instructional day shall be extended fifteen (15) minutes per day for four (4) days per week. On the four (4) days each week that the student instructional day is extended by fifteen (15) minutes, teachers shall not be required to report to work at the site until fifteen (15) minutes prior to the start of the student instructional day.
  - c. The workday for teachers shall begin at the normal time as specified in Section A, Number 1 on the day of the week that the site exercises the Early Release option.
  - d. For all sites participating in the Early Release Program, the following apportionment of time shall apply: (The only exception would be if the site's Shared Decision Making Council, in consultation and with the support of the staff, chooses to modify the manner in which the Early Release Program is implemented at their school site. - As described in Sec. 2. e.
    - 1) On the first and third week of each month, the administrator shall have the authority to hold a sixty-five minute staff meeting and may additionally use the one hour created through the lengthening of the instructional day on the other four days of the week for the purpose of staff development and training on the Early Release day. The principal may choose to allocate this time for both staff development and/or faculty meetings depending on the site's specific programmatic needs and requirements.
    - 2) On the second and fourth week of each month, the teachers shall be provided with the entire two hour block of time for the purposes of

team meeting and planning, teacher chosen activities and other educationally appropriate endeavors. Teachers will be required to remain at the school site during this time unless they have been excused for educationally appropriate activities at another location. No administrative meetings, trainings, other interference, or administrative events are permitted on these days. Teachers shall not normally be required to produce any written reports to the site administrator concerning the use of time on these days. On these weeks the administrator is not permitted to hold any required administrative meeting as provided for under Article XIV, Section H, Number 1.

3) In months where vacation or other breaks occur, the integrity of the first and third and second and fourth week schedules shall be maintained. Trading or exchanging weeks between administrative allocation and teacher allocation of time is not permitted. This provision shall not apply when a site has opted to exercise option “e” from this section.

4) During the term of this agreement the following schedule shall be followed. In any month in which there is a fifth Wednesday that would occur on a school day the teachers and administration will rotate the days as follows: 2006-2007 School Year (November - Teachers, January - Principals, May - Teachers); 2007-2008 School Year (October - Principals, January - Teachers, April - Principals); 2008-2009 School Year (October - Teachers, December - Principals, April - Teachers).

e. In the event a school site’s Shared Decision Making Council, in consultation with the staff and establishing the demonstrated support of the site’s employees, desire to make site specific modifications to the aforementioned apportionment of time on the Early Dismissal Days, such modification may be permissible. Each individual site shall determine the manner and method to implement such changes and such changes must be approved in advance of implementation by the site’s Shared Decision Making Council.

Should any questions or issues arise concerning a site’s desired modification(s) to the Early Dismissal Program, then the President of TANLA and the Superintendent or Superintendent’s designee shall meet with the site’s Shared Decision Making Council to determine if such arrangements would be acceptable and permissible under the terms, agreement and intent of this Article.

3. The length of the teacher’s work day may be reduced because of unusual circumstances at the discretion of the principal for any teacher.

4. High School assigned classroom teachers shall be assigned five (5) teaching periods per student instructional day, but may be voluntarily assigned to teach a sixth teaching period under the provisions of Section J of this Article.
5. Teachers shall be provided an assigned, duty-free uninterrupted lunch period of no less than thirty (30) minutes each day, excluding passing time, that the school District offers a lunch period for students, unless an extreme emergency is declared by the Superintendent or his/her designee.
6. Teachers shall be assigned adjunct duties in a reasonable and equitable basis consistent with past practices. (Refer to Article IX. D Sec. 3.)
7. No teacher shall be compelled to attend any school sponsored night meeting past 9:00 p.m. This provision shall not be construed to cover teachers assigned to perform paid extra-duty assignments.
8. All extra-pay assignments specified in Appendix J shall be performed by teachers on a voluntary basis.
9. The calendar(s) establishing required working days for teachers for each school year within the term of this Agreement, shall be attached as Appendices N, O, P and Q.
10. KINDERGARTEN TEACHER WORKDAY

Kindergarten teachers who participate in the class size reduction program (CSR), defined as a student/teacher ratio of 20.4 students or as designated as state regulations to one (1) teacher (as provided under the State requirements for the CSR Program) shall be responsible for teaching duties equal to teachers who teach in other CSR grade levels. Short day kindergarten teachers shall provide instructional services during the balance of student free portion of the day. When addressing short day Kindergarten programs, and shared teachers instruction, the Principal shall meet with the affected teachers to discuss and consider the following parameters.

In order to provide a standardized list of parameters regarding the utilization of the shared time, the following mutually agreed to activities and guidelines shall be followed concerning the use of the shared time at school sites:

- a. The primary focus of this shared time shall be to enhance kindergarten instruction. The secondary focus will be providing learning opportunities for other students in the areas of math or language arts.
- b. Teachers shall not be given assignments that require additional preparation and grading responsibilities beyond their regular assigned students and classroom. They may, however, provide assistance and tutoring to students from other classes provided they do not become the teachers of record for students in any subject area. The responsibility for grading and primary

planning remains with the students' regular classroom teacher.

- c. Teachers shall work cooperatively with the teacher(s) of record to assist students in a manner to help raise student achievement.
- d. Shared time may be used to provide additional assistance to teachers at grade levels not participating in class size reduction, however, items 1 through 3 from above remain in effect.
- e. Should a site administrator and a kindergarten teacher wish to utilize the shared time in a manner inconsistent with the aforementioned items a through d, it would require the notification and agreement of both the District administration and the Association.
- f. All other applicable provisions of the contract not specifically addressed in this section shall continue to remain in effect for kindergarten teachers.

#### B. MINIMUM DAY

- 1. A minimum day for excessive heat or smog may be called by the Superintendent in accordance with Education Code Sections 46114 and 46142. On such minimum days teachers shall be permitted to leave school at the end of the student instructional day. On days this option is invoked by the District, the Association shall be notified of the decision before said decision is relayed to teachers at each school site.

#### C. SUBSTITUTE COVERAGE

- 1. The District shall make a reasonable good faith effort to hire regular substitute teacher coverage for the class(es) or any teacher required to attend a District sponsored or approved meeting or activity.

The District shall make a reasonable good faith effort to hire regular substitute teachers when classroom, teachers are absent through no cause created by the District or approved in advance by the District. If, however, the District is unable to find a regular substitute for any absent teacher, the Principal for the school in question shall ask for a volunteer(s) to cover the absent teacher's class(es). Volunteers shall be paid for substituting on a trimester/semester basis during the school year:

- a. At the High School level, the volunteer teacher shall receive one-fifth of the pay of the daily substitute rate per period taught. At least fifteen (15) minutes of time per period must be spent substituting before pay will be provided for that period.
- b. At the Elementary and Middle School levels, the volunteer teacher shall be paid when no substitutes are available for one-half day or more. The students

from the absent teacher's class shall be equitably distributed among the volunteers appointed by the Principal. The teacher volunteer(s) receiving the students shall equally divide the prevailing daily substitute teacher rate of pay.

- c. In the case where no one, or an insufficient number of teachers volunteer, under either Section a or b above, a teacher or teachers shall be appointed by the Principal to provide substitute coverage, on an equitable basis, and on the same pay basis as enumerated for volunteers above.
- d. No Special Education teacher shall be expected to provide substitute coverage for any absent regular teacher's classroom except on a strictly voluntary basis.

#### D. SUPERVISORY DUTIES

- 1. Any teacher may, on a strictly voluntary basis, offer to provide student supervision to the District at an established hourly rate for student supervision enumerated in Appendix J of this Agreement. No teacher shall be required to perform any type of non-paid student supervision, during or outside the student instructional day, except in emergency situations involving the imminent safety of students and/or employees. Such non-paid student supervision shall be put into effect only with the direct permission of the Superintendent or his/her designee in the event the Superintendent is not available to judge the situation. Such non-paid student supervision, if approved, shall last only as long as the imminent threat to the safety of students and/or employees exists. Such situations normally are expected to be short term in nature.

Counselors may be assigned limited student supervisory duties only in conformance with Article XXI, Counselors, Sections A.4 and B.3, of this Master Agreement.

A respective school site principal shall solicit said voluntary service for up to one trimester/semester at a time.

The principal shall make a good faith effort to rotate supervision among all teacher volunteers based upon need, funds, availability of volunteers, and demonstrated quality of volunteer supervision service.

#### E. DUTY-FREE PHYSICAL RELIEF

- 1. On days of regular length, all middle school teachers (grades 6-8) and high school teachers (grades 9-12) shall be provided an assigned, duty-free, physical relief-snack break of no less than twenty (20) consecutive minutes, including passing time, each morning school is in session, except on those days an individual teacher is assigned supervision duties by an equitable, rotating supervision schedule developed by the Principal/or designee at each high school. On shortened or minimum days, all high

school teachers (grades 9-12) shall have at least a ten (10) minute passing period, midmorning, for use as a physical relief break. A copy of each school's equitable supervision schedule shall be made available to the Association, upon request to the Principal.

2. All elementary teachers (grades K-5), and all pre-school and Headstart teachers, shall be provided assigned duty-free physical relief breaks, whose aggregate total shall be no less than twenty (20) minutes, exclusive of passing time, each day school is in session, except on those days an individual teacher is assigned supervision duties during recess, as determined by an equitable, rotating supervision schedule developed by the Principal or his/her designee at each elementary school. On shortened or minimum days, all elementary teachers shall have at least one morning break whose aggregate total shall in no case be less than ten (10) minutes, exclusive of passing time.

#### F. PREPARATION TIME

1. Full-time elementary teachers, including all Resource Teachers and Resource Specialist Teachers, but excluding State Preschool and Head Start Teachers, shall be allocated one-hundred fifty (150) minutes of preparation time per five-day week, pro-rata, in blocks of time of no less than thirty (30) minutes each, within the student instructional day, for personal instructional preparation and planning, and conferencing, and shall be used for other purposes only under highly unusual circumstances.
  - a. On shortened school days, the scheduled preparation time may be eliminated.
  - b. It shall be the District's good faith intent to provide each full-time Elementary Teacher, Resource Teacher, and Special Resource Specialist an average of thirty (30) minutes preparation time per school day, which may be reduced only under highly unusual circumstances, approved in advance by the Superintendent or his/her central office administrative designee. When such approval is granted in a given situation, the Superintendent or central office designee shall promptly notify the Association.
  - c. Teachers assigned only kindergarten level students shall have their respective preparation time assigned outside of the time when his/her students are actually in class, but during the time when school is regularly in session.
  - d. Prior to May 15 each school year teachers assigned to grades K-1, 1, 2, and/or 3, at a particular elementary school, may, by mutual agreement of the Principal and a majority vote taken by secret ballot of those teachers involved, have their respective preparation time assigned outside of the time when his/her students are actually in class. A secret ballot election will be conducted by the respective school's elected TANLA Faculty Representative(s).

- e. Prior to May 15 each school year teachers assigned to teach grades 4 and 5, at a particular elementary school site may, by mutual agreement of the principal and a majority vote of one more than half of the total teachers assigned to teach at grades 4 and 5 at the site, in an annual secret ballot election conducted by the respective school's elected TANLA Faculty Representative(s), move teacher preparation time outside the student instructional day by meeting the following required stipulation:
- 1) The 30 minute preparation time would commence each workday immediately upon completion of student dismissal, following assigned duties and responsibilities, if any. Teachers not assigned to the classroom may be assigned 30 minutes preparation time within the student instructional day if it helps the site administrator distribute duty supervision equitably.
  - 2) No administrative encroachment shall be made during this preparation time.
  - 3) Teachers shall be required to remain at school during this prep time.
  - 4) The extra financial resources that formally had been added to the school's budget for any aides associated with prep time, provided within the student instructional day, would revert back to the District's general fund and would no longer be available to the school.
  - 5) This option shall not be implemented at any school site prior to September 1, 1988.
- f. Prior to May 15 of each school year the teachers at each elementary school, assigned as a respective group to teach at either grades K-1, 1, 2, and 3, or grades 4 and 5, shall meet before the end of each school year, as a group, to decide, by mutual agreement with the principal, a general plan for providing preparation time for teachers, at grade levels within the designated group, during the following school year. The designated group's general plan for providing preparation time must be adopted by secret ballot majority vote consisting of one more than half of the total teachers assigned to teach at those grade levels within the two designated groups (primary grades and upper elementary grades). If such majority vote cannot be achieved for a successor preparation time model, the preparation plan will stay the same as was in effect during the previous school year. A principal may veto a proposal preparation plan only if the plan poses a hazard to student safety.
- g. Special Day Class (Special Education) teachers (elementary) shall have their preparation time assigned outside of the time when their students are on

campus. Resource Specialist and Designated Instructional Services teachers and Special Education Nurses shall arrange, with the approval of their designated supervisor, for appropriate/equitable preparation time that does not conflict with the availability of their services to students.

2. Middle School and High School Teachers shall have one assigned period within the student instructional day for the purposes of professional preparation and planning and student and parent counseling. Middle School Teachers shall have preparation time equivalent to 1/6 of the instructional minutes offered to the students each day. High School teachers may also elect to teach an ROP class, or begin an athletic coaching assignment during an assigned last period preparation period for additional pay at the appropriate level.

Middle School and High School Teachers shall be required to remain at school during their prep time. This assigned period shall be used for other purposes only under highly unusual circumstances with the approval of the site administrator.

Emergency situations involving the imminent safety of students and/or school employees may lead to more than one administrative called meeting per week or portion thereof, if the Superintendent or his/her designee in the Superintendent's absence from the District, has approved in advance the holding of one or more extra meetings as reasonably necessary due to the nature of a bona fide emergency.

#### G. PARENT CONFERENCING

1. There shall be five minimum student instructional days at all regular and alternative calendar elementary schools for the purpose of providing teacher time for Fall parent conferencing for two (2) hours after the student instructional day ends provided that the last scheduled parent conference for that day has been completed. Minimum student instructional days shall contain 240 instructional minutes as per Education Code Sections 46111-46118. The dates for the Fall parent conferences shall be determined and scheduled at the time that the school year calendar is adopted. Elementary teachers shall be allowed to end their work day at the same time as the minimum student instructional day ends on the final day of parent conferences provided that the last scheduled parent conference for that day has been completed. All elementary teachers shall be available at their respective school sites, in a centralized location with appropriate security, to conference with parents during the evening conference from 5:00 p.m. until 8:00 p.m. A teacher may leave the night conference at the conclusion of his/her last appointment.

Teachers at each regular and alternative calendar elementary school shall be allowed to end their Fall night conferencing instructional workday at the same time as the minimum student instructional day ends.

There shall be five minimum student instructional days at all regular and alternative calendar elementary schools for the purpose of providing teacher time for Spring

parent conferencing for two (2) hours after the student instructional day ends. Minimum student instructional days shall contain 240 instructional minutes as per Education Code Sections 46111-46118. The dates for spring parent conferences shall be determined and scheduled at the time that the school year calendar is adopted. Elementary teachers shall be allowed to end their work day at the same time as the minimum student instructional day ends on the final day of parent conferences provided that the last scheduled parent conference for that day has been completed.

Fourth and fifth grade teachers (non 20-1 classes) shall be available to conference with parents on an as needed basis during Spring parent conferences. As needed shall be defined as one or more of the following: (a) teacher request; (b) parent request; (c) student entered school after the first reporting period; (d) student is receiving an academic performance descriptor level of one or two on the student report card and the student is not making adequate progress as determined by recent teacher assessment.

Students who meet the criteria of possible retention or failure as described in Board Policy and Procedures shall be scheduled for the Student Study Team, or Retention Committee, and teachers will not be required to schedule these students for an additional Spring parent conference.

Evening elementary Spring parent conferences shall be held in a centralized location with appropriate security on the date prescribed by the adopted school calendar, from 5:00 p.m. until 8:00 p.m. The site membership shall vote to determine which minimum day shall be scheduled for evening Spring parent conferences. A teacher may leave the evening conferences at the conclusion of his/her last appointment. Teachers at each regular and alternative calendar elementary school shall be allowed to end their Spring parent conference night instructional work day at the same time as the minimum student instructional day ends. Teachers who do not have any scheduled Spring night parent conferences shall remain on campus for two hours after the student instructional day on the night conference date and will not be required to attend the Spring night parent conference. Teachers with no scheduled Spring night parent conferences shall notify the principal on the day before the evening conference date.

If during, or two weeks prior to, the Spring conference period a parent, through the parents own volition, requests and subsequently participates in a telephone parent conference with the teacher, the phone conference may be credited as a "Spring parent conference." A phone conference log containing date of call, time of call, name of student, name of parent contacted, phone number and comments shall be submitted to the principal for the purpose of verifying phone parent conferences.

2. There shall be five minimum student instructional days at all middle schools for the purpose of providing teacher time for Fall parent conferencing for two (2) hours after the student instructional day ends. Minimum student instructional days shall contain

240 instructional minutes as per Education Code Section 46111-46118. Middle school teachers shall be allowed to end their working day at the same time as the minimum student instructional day ends on the final day of parent conferences provided that the last scheduled parent conference for that day has been completed. All middle school teachers shall be available at their respective school sites, in a centralized location with appropriate security, to conference with parents of students during the evening conference from 5:00 p.m. until 8:00 p.m. A teacher may leave the night conference at the conclusion of his/her last appointment.

Teachers at each middle school shall be allowed to end their Fall night conferencing instructional workday at the same time as the minimum student instructional day ends.

There shall be five minimum student instructional days at all middle schools for the purpose of providing teacher time for Spring parent conferencing on an as needed basis. Minimum student instructional days shall contain 240 instructional minutes as per Education Code Section 46111-46118. The dates for the Spring parent conferences shall be determined and scheduled at the time that the school year calendar is adopted.

Teachers shall be available on the days not selected for night conferencing for two (2) hours after the student instructional day ends for the purpose of conferencing with parents on an as needed basis. As needed basis shall be defined as one or more of the following: (a) teacher request; (b) parent request; (c) student entered school after the first reporting period; (d) student is receiving an academic performance descriptor level of “D” or “F” or “X” on the student report card and the student is not making adequate progress as determined by recent teacher assessment.

Students who meet the criteria of possible retention or failure as described in Board Policy and Procedures shall be scheduled for the Student Study Team, or Retention Committee, and teachers will not be required to schedule these students for an additional Spring parent conference.

Evening middle school Spring parent conferencing shall be held on an as needed basis in a centralized location with appropriate security on the date prescribed by the adopted school calendar, from 5:00 p.m. until 8:00 p.m. The site membership shall vote to determine which minimum day shall be scheduled for evening parent conferences. A teacher may leave the night conference at the conclusion of his/her last appointment. Teachers who do not have any scheduled Spring parent night conferences shall remain on campus for two (2) hours after the student instructional day on the night conference date and will not be required to attend the Spring night parent conference. Teachers with no scheduled Spring night parent conferences shall notify the principal on the day before the evening conference date.

If during, or two weeks prior to, the Spring conference period a parent, through the parents own volition, requests and subsequently participates in a telephone parent

conference with the teacher, the phone conference may be credited as a “Spring parent conference.” A phone conference log containing date of call, time of call, name of student, name of parent contacted, phone number, and comments shall be submitted to the principal for the purpose of verifying phone parent conferences.

## H. ADMINISTRATIVE MEETINGS

1. No teachers assigned to an elementary school site shall be required to stay more than 65 minutes maximum past the end of each elementary school site’s grades 4-5 student instructional day, more than once per school week or portion thereof, to attend any type of administrative called faculty meeting, grade level or department meeting, or in-service/training activity, except in emergency situations involving imminent safety of students and/or school employees, or in specific situations where previously scheduled appointments have been made after the end of the student instructional day by mutual agreement of parents and teachers.

No teacher assigned to a middle school shall be required to stay more than 65 minutes maximum past the end of each middle school site’s grades 6-8 student instructional day, more than once per week or portion thereof, to attend any type of administrative called faculty meeting, grade level or department meeting, or in-service training activity, except in emergency situations involving the imminent safety of students and/or school employees, or in specific situations where previously scheduled appointments have been made after the end of the student instructional day by mutual agreement of parents and teachers.

No teacher assigned to a high school site shall be required to stay more than 65 minutes maximum past the end of the respective high school’s sixth student instructional period, more than once a week or portion thereof, to attend any type of administrative called faculty meeting, department meeting, conference period meeting or in-service/training activity, except in emergency situations involving the imminent safety of students and/or school employees, or in specific situations where previously scheduled appointments have been made after the end of each high school’s sixth student instructional period by mutual agreement of parents and/or students and teachers.

Itinerant teachers assigned to one or more schools shall not be required to stay for more than 65 minutes maximum past the end of each respective itinerant teacher’s normal student instructional day, more than once per week or portion thereof, for any type of administrative called meeting, or in-service/training activity, except in emergency situations involving the imminent safety of students and/or school employees, or in specific situations where previously scheduled appointments have been made after the end of the normal student instructional day by mutual agreement of parents and teachers.

2. Except on an emergency basis, teachers will be provided a twenty-four hour notice to all staff meetings.

3. Reasonable notice shall be given prior to any administrative called District, faculty, department, or grade level meeting. The only exception to the preceding requirement shall be for situations dealing with serious emergencies and/or safety related problems.

Emergency situations involving the imminent safety of students and/or school employees may lead to more than one administrative called meeting per week or portion thereof, if the Superintendent or his/her designee in the Superintendent's absence from the District, has approved in advance the holding of one or more extra meetings as reasonably necessary due to the nature of a bona fide emergency.

4. No teacher shall be compelled to attend any kind of District meeting, in-service, or activity on a Saturday or Sunday, other than on a strictly voluntary basis. This provision shall not be construed to cover teachers assigned to perform paid extra-duty assignments.

#### I. SPECIAL EDUCATION

1. With respect to the various meetings required by the Federal and State Regulations governing Individualized Education Programs (I.E.P.) for handicapped students, the District shall make a good faith effort to schedule such meetings during the daily work hours rather than at night.

#### J. ADDITIONAL PERIOD OF INSTRUCTION FOR MIDDLE AND HIGH SCHOOL TEACHERS

1. The Association and the District have agreed that, in certain situations, bargaining unit members at the middle and high school level may teach an additional period beyond the normal five (5) periods of instruction and be compensated at an additional 18 percent (.18) of the individual's pro-rata rate of compensation.

The District and the Association further agree that this provision shall not be utilized to replace or eliminate teaching positions and that the District shall determine the staffing ratio for each middle and high school and shall make every effort to fill all open positions with appropriately credentialed teachers. Should the need for additional periods of instruction still exist once a site is fully staffed, then the District and Association agree that a limited number of additional periods may be offered under this section. The utilization of this provision shall be limited by the procedures and restrictions established in this section.

2. No unit member shall be required to teach an additional period and participation in such arrangements shall be entirely voluntary.
3. Non-Permanent teachers shall not normally be utilized to teach an additional period. Should a school site wish to have a non-permanent teacher teach an additional

period, that will require the approval of the Association and the Superintendent or the Superintendent's designee.

4. During the first five (5) weeks of a semester or trimester the selection of bargaining unit members for teaching an additional period shall be based on the following selection priority ranking:

First Offer of Position Based On: Seniority within the Department/Area/etc.

Second Offer of Position Based On: School Site Seniority

Third Offer of Position Based On: District Seniority

After the first five (5) weeks of the semester or trimester have passed, should the need for additional periods arise, then site administration may offer the assignment of an additional period to an individual teacher who has the appropriate credential and period opening so as not to disrupt the established schedules of the other teachers and students.

5. Payment for the additional period shall be completed in a timely fashion. Procedures and practices shall be established by the Association and the District.
6. The District shall report to the Association at the end of each school month the number of additional period offerings at each middle and high school in the District.

(NOTE: Shared Decision Making Schools may utilize Article XV, Section I)

## ARTICLE XV

### SHARED MANAGEMENT AND DECISION MAKING AT SCHOOLS

- A. The role of District Office and District Services is to assist schools in increasing student achievement. The focus or decisions on student achievement that occurs between the district administration, school sites, employee organizations, and stakeholders involves dialogue, review and clarification of issues, sharing of information and data, and resolution of conflicts.

The responsibility for the oversight of the shared decision making process is given to the Superintendent's Cabinet. The Superintendent's Cabinet is composed of representatives from the associations and the district office. It is the official body that proposes recommendations for changes in policies, budget, programs, etc. Collaboration in today's educational world calls for some flexibility and streamlining policies and procedures. By having the Cabinet act in an oversight role, the representatives of the associations and district office talk and hear the same message. Cabinet's role in the decision making process would be to see that the process is systemic and implemented with defined guidelines at each site, not just in one building or one level.

The area administrators (responsible for the three families of schools) would serve as the liaison between their schools and the Cabinet, as well as be the monitor for the site process for evaluation purposes. The teacher (TANLA), classified (CSEA), and administrative (NLMAA) representatives would also serve as liaisons for communications and conflict resolution.

Communications on decision making are critical between the sites, District Office, Family of Schools, Area Administrators, Superintendent's Cabinet, Superintendent's Forums for Parents and Students, TANLA, CSEA, and NLMAA. The communication system must also include contact and communications with the Board of Education.

A communication document from the Cabinet on what is happening with shared decision making will be provided on a quarterly basis.

The resolution of conflicts, clarification of purpose, or changes in the shared decision making process will be done by a subcommittee of Cabinet. The subcommittee would be the two representatives from TANLA, CSEA, and NLMAA. Cabinet members and site personnel would present information to the subcommittee for the purpose of resolving or clarifying an issue or recommending changes in the process. Through the use of Cabinet meetings as scheduled, the resolution of issues would be efficient and timely. All decisions would be done by consensus.

#### PARAMETERS

Parameters are guidelines and checkpoints for decision making councils. Councils should incorporate the parameters into their respective site by-laws.

Eight parameters have been established. They are:

1. Be accountable for all site decisions made, that are within the scope of decision making.
  2. Adhere to board policy, negotiated agreements, federal and state guidelines/regulations or seek a waiver.
  3. Assess annually local SDM model as it relates to increased student achievement.
  4. Ensure awareness and support from Board of Education and District.
  5. Be consistent with the District goals, objectives and standards.
  6. Collaborate and coordinate with District and others affected.
  7. Involve school community and stakeholders.
  8. Use the School Plan for rationale for decisions made.
- B. The Association and the Board of Education view this program as an opportunity for teachers to have shared ownership of the school in which they teach. The Association and the Board of Education believe that when teachers, along with other school shareholders, are provided the opportunity to meaningfully share in the ownership of decisions at their respective school sites, the shared management and decision making process will lead to maximizing educational opportunities for Norwalk-La Mirada Unified's students.
- C. This program in shared management and decision-making shall extend through September 1, 2006, and shall terminate effective August 31, 2009, unless extended by the mutual agreement of both the Association and the Board of Education.
- D. Funding for this process shall be provided in accordance with the terms and conditions established in Article XXV.
- E. The shared decision-making process shall be continued under the modified governance and support structure as finalized by the SDMTF/SC and mutually agreed to by TANLA, CSEA and the District. At the District level, the Superintendent's Cabinet shall be given the charge of general oversight and guidance for this process.
- F. The applicable Education Codes, Master Collective Bargaining Agreement language, Board Policies and other mutually approved documents and guidelines, shall govern the SDMP and SSC/SDMC.
- G. The President of TANLA and the Executive Director of TANLA shall be members of the Superintendent's Cabinet. Should TANLA so desire, they may replace the Executive Director's position on the Cabinet with an appointee from the TANLA Board of Directors. If TANLA should exercise the option of replacing the Executive Director with an appointee, then the appointee shall be provided with full release days, subtracted from the Association days granted in Article VI, Section S for the purpose of attending Superintendent's Cabinet meetings.
- H. SHARED DECISION MAKING PROCESS

1. All schools within the District shall participate in the Shared Decision Making Process.
2. The site level entity, which shall be charged with the administration of this process, shall be considered the Shared Decision Making Council (SDMC) for purposes of contract recognition. This shall be a merged body that operates under the overall umbrella of the School Site Council (SSC). Each SDMC/SSC shall conform to the composition requirements established in Education Code 52012, which establishes the requirements for the School Site Council. This entity shall for all intents and purposes serve the school in both capacities as the School Site Council and the Shared Decision Making Council. As such, this process shall require that Shared Decision Making Councils/School Site Councils must conform to both the Education Code requirements and the requirements of the Master Collective Bargaining Agreements. This new structure is intended to streamline the process and implementation of positive school reform efforts that further the overall goals and missions as outlined in the School Improvement Plan (SIP). Each site SDMC/SSC shall be empowered to create appropriate sub-groups or task forces in order to delegate responsibility under each scope area as outlined in the SDMC/SSC guidelines.
3. The combined By-Laws of the School Site Council and Shared Decision Making Council shall describe the number of members from each required constituency, term of office, and replacement procedures for all voting members of the SSC/SDMC.

#### I. WAIVERS

1. The District, TANLA, CSEA and the educational community of the Norwalk-La Mirada Unified School District recognize and encourage innovation and flexible working environments with the potential to improve the working conditions for employees and the learning opportunities provided to students. For this purpose TANLA and the District stand ready to consider waivers to established provisions of Board of Education adopted policies, Master Collective Bargaining Agreement provisions, and the Education Codes of the State of California.
2. In order for a waiver to be considered by TANLA and the District, the following conditions have been established:
  - a. Approvals of waivers are not automatic, but subject to the approval of appropriate entities before implementation is possible.
  - b. Schools may make application for a waiver of any provision of the Master Collective Bargaining Agreement directly to the Board of Directors of TANLA.
  - c. Schools may make application for a waiver of any provisions of Board Policy directly to the Board of Education.

- d. All applications for a waiver shall be in writing and must include the following items:
- 1) A written statement of the desired modification to contract or policy citing the specific Article or Policy.
  - 2) A rationale for the desired modification.
  - 3) Signatures of no less than seventy-five percent of the members of the certificated bargaining unit assigned to the site.
  - 4) The term of the waiver request. A waiver may not be submitted for a term exceeding two years. (Waivers that have been approved three consecutive times shall be considered the operational norm for that site and shall after the third approval become the controlling practice for that site. It would then require a request signed by seventy-five percent of the certificated bargaining unit members at that site to return to the controlling provisions of the Master Collective Bargaining Agreement once such establishment of practice has occurred and has been established as the controlling practice for that site.)
  - 5) Waiver requests shall require a two-thirds vote of approval by the TANLA Board of Directors and a majority vote of the Norwalk-La Mirada Unified School District's Board of Education. If either body fails to approve the waiver request, then said waiver shall be deemed to have been denied.
  - 6) Waiver requests that involve Education Code shall be subject to the approval process cited in Section I.2.d (5), with the additional requirement of submission of such request for review and advisement of the Superintendent's Cabinet prior to submission of said request to either body mentioned in Section I.2.d. (5).

## ARTICLE XVI

### ALTERNATIVE SCHOOL YEAR PROGRAM

- A. The parties to this Agreement agree that an Alternative Work Year Calendar shall be implemented at the Glazier and Cesar Chavez Elementary Schools. This Alternative Work Year Calendar shall require the same number of total student instructional days for all Glazier and Cesar Chavez teachers as is required for all other District classroom teachers.
- B. Teachers assigned to schools on an Alternative Year Calendar may be required to work up to nine additional student-free workdays above the 183 workdays required of all other District classroom teachers, providing any such additional workdays shall be paid for at each respective teachers' per diem rate. These nine (9) days shall be funded only from sources other than the District's general operating portion of the general fund; namely, the school's allocated lottery renewal and School Improvement Funds.
- C. No currently employed teacher will be transferred into Glazier and Cesar Chavez Elementary School except on a voluntary basis due to the restructured teacher work year.
- D. Permanent teachers assigned to Glazier and Cesar Chavez Elementary Schools shall be granted a transfer to a traditional calendar school, upon written request, at the conclusion of the teacher's work year as enumerated in Appendix N and N-1. Placement in any open position at a traditional calendar school shall be based on the seniority provisions of Article XII, Transfers and Reassignments, of this Agreement.
- E. Teachers assigned to work at Glazier and Cesar Chavez Elementary Schools shall be paid on a monthly basis (during the eleven months they work) in accordance with provisions of Article XXIV. Wages.
- F. All provisions of Article IX. Procedures to be Used for the Evaluation of Teachers, shall be utilized in the evaluation of teachers assigned to Glazier and Cesar Chavez Elementary Schools, except for the single deadline cited in Subsection 3. Permanent teachers, of Section K. Procedural Calendar for Evaluations regarding the May 15 deadline for the evaluation of permanent teachers. At Glazier and Cesar Chavez Elementary Schools, due to the alternative school calendar, the deadline for completing the evaluations shall be June 1 and the deadline for related conferences shall be completed by June 15.
- G. Dates in November and March in Subsection T of Article XIV, Hours, may be amended by joint agreement of the Glazier and Cesar Chavez Elementary School Principals and a majority secret ballot vote of the entire teaching staff. Substitute dates may be utilized, by mutual agreement, to take the place of any dates in Subsection T deemed not appropriate for the Glazier and Cesar Chavez Elementary Schools alternative restructured school year. If such substitution is to take place, the same number of days and hours must be scheduled to provide parent conferencing time that is absolutely equitable with time being devoted for that purpose by teachers at all other schools throughout the District.

If alternative dates are substituted for those originally contained in Subsection T of Article XIV. Hours, the school's Principal shall write a letter to the Superintendent, with a copy to the Association's Executive Director, explaining the facts of the situation, and providing sufficient information to prove that sufficient other days, hours and evening conferences have been properly scheduled to guarantee equity with other elementary teachers throughout the District assigned to other school sites.

ARTICLE XVII

PROFESSIONAL GROWTH

**(THIS ARTICLE DELETED EFFECTIVE JANUARY 1, 2007 DUE TO SCOTT BILL  
LEGISLATION)**

## ARTICLE XVIII

### TEACHER SUPPORT PROGRAMS

The Teachers Association of the Norwalk-La Mirada Area (hereinafter referred to as the Association) and the Norwalk-La Mirada Unified School District (hereinafter referred to as the District) are continuously striving to provide the highest possible quality of education. In order for students to succeed in learning, teachers must succeed in teaching. Therefore, the parties agree to cooperate in the design and implementation of programs to improve the quality of instruction through expanded and improved professional development and peer assistance. All classroom teachers are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving performance to a successful level as determined based on the following six (6) standards from the “California Standards for the Teaching Profession”:

- Standard 1: Engaging and Supporting All Students in Learning
- Standard 2: Creating and Maintaining Effective Environments for Student Learning
- Standard 3: Understanding and Organizing Subject Matter for Student Learning
- Standard 4: Planning Instruction and Designing Learning Experiences for All Students
- Standard 5: Assessing Student Learning
- Standard 6: Developing as A Professional Educator

Each of the programs articulated in this article are subject to the availability of state funding and state legislative support. Should a program’s funding be terminated, teachers currently receiving Teacher Support Programs services shall be allowed to continue to receive services to complete their program requirements, not to exceed the maximum length allowable by the program’s structure.

#### A. PRE-INTERN PROGRAM

1. Teachers who participate in the Pre-Intern program, for the purpose of attaining subject matter competence, shall be provided support through:
  - a. professional development opportunities targeted for the beginning teacher, including test preparation
  - b. assignment of a Peer Assistance and Support Teacher
2. Should any question arise concerning confidentiality or other aspects of program delivery under the Pre-Intern Program, representatives of the Association and the District shall meet and arrive at a mutually agreeable resolution of the problem. Should this meeting fail to arrive at a mutually agreeable resolution, the Association and the District shall determine what type of conflict resolution method to invoke. Options available would include, but not be limited to, mediation, arbitration, or other mutually acceptable methods of conflict resolution.
3. All records and communications between the Pre-Intern and the Peer Assistance and Support Teacher shall remain confidential and the property of the Pre-Intern, except for the activity logs submitted to the Coordinator of Teacher Support Programs necessary for program accountability.

B. INTERN PROGRAM

1. Teachers who participate in any Intern program with which the District has an Intern agreement, for the purpose of obtaining their preliminary or clear credential, shall be provided support through:
  - a. professional development opportunities targeted for the beginning teacher
  - b. assignment of either a Peer Assistance and Support Teacher or an Intern Support Provider
2. Should any question arise concerning confidentiality or other aspects of program delivery under the Intern Program, representatives of the Association and the District shall meet and arrive at a mutually agreeable resolution of the problem. Should this meeting fail to arrive at a mutually agreeable resolution, the Association and the District shall determine what type of conflict resolution method to invoke. Options available would include, but not be limited to, mediation, arbitration, or other mutually acceptable methods of conflict resolution.
3. All records and communications between the Intern and the Peer Assistance and Support Teacher shall remain confidential and the property of the Intern, except for the activity logs submitted to the Coordinator of Teacher Support Programs necessary for program accountability.

C. BTSA INDUCTION PROGRAM

Recognition: The District and the Association recognize that SB 2042 imposed legislation on local districts to design and implement an Induction program as of September 2003, in order to hire preliminary credentialed teachers and prepare them for the clear credential. Both parties recognize this is a legal requirement.

It is the intent of the District and the Association to implement the BTSA Induction program as approved by the State of California on the sixth day of March, 2003. The structure of this state-approved plan includes a Leadership Team and Professional Development Providers. The District and the Association agree to the following guidelines for the membership, training, roles, and operation of the Leadership Team, and compensation for the Professional Development Providers. Guidelines also address the participating teachers' evaluation process, permanent files, and due process rights.

1. **Participants' Support:**
  - a. Teachers who participate in the BTSA Induction Program shall be provided support through:
    - 1) professional development opportunities targeted for the beginning teacher
    - 2) assignment of a Peer Assistance and Support Teacher
  - a. All records and communications between the Participating Teacher and the Peer Assistance and Support Teacher shall remain confidential and the property of the Participating Teacher, who may choose to share such records as documentation required for program completion. Activity logs submitted

to the Coordinator of Teacher Support Programs necessary for program accountability shall not be considered confidential items.

- b. Should any question arise concerning confidentiality or other aspects of program delivery under the BTSA Induction program, the Leadership Team shall meet and arrive at a mutually agreeable resolution of the problem.

2. **Leadership Team:**

- a. Membership: The Leadership Team will include the following members (a balance between district leadership and Association members):

- From the District administration--five members
  - 1 Area Superintendent
  - 1 Administrator of Human Resources
  - 1 Coordinator of Teacher Support Programs
  - 2 Site Administrators representing two of the three different levels
  
- From the Association--five members
  - 1 Association representative, appointed by the Association President
  - 1 Professional Development Provider, appointed by the Association President
  - 2 Support Providers, representative of two different levels, appointed by the Association President
  - 1 Participating Teacher or recent graduate (defined by participation within the last two years), appointed by the Association President, following input from the Coordinator of Teacher Support Programs
  
- Other members at-large/nonvoting members
  - 1 Credential Analyst
  - 1 Parent

- b. Team members will complete training in the following areas in order to equip themselves for their responsibilities outlined above:

- The California Formative Assessment and Support System for Teachers
- Student academic content standards and performance levels for students
- The structure of the Induction program, including coursework
- Participating teacher's roles and responsibilities

- c. **Roles:** The Leadership Team will

- operate consistent with the state-approved Induction Plan document
- work collaboratively with local Institutes of Higher Education (IHEs) to provide a seamless transition from one phase of teacher education to another and to provide the ongoing professional development of our participating teachers
- review program status
- monitor the procedures for granting equivalency of a standard or its elements

- serve as a Review Board on disputed recommendations for a clear credential
  - analyze survey results, both local and state, and other data to make recommendations on program improvement. Said recommendations shall be forwarded to the District and the Association for review and comment in compliance with the Duties and Responsibilities listed above. The District and the Association may submit in writing, any comments/concerns regarding the program design to the Leadership Team. The Leadership Team shall respond, in writing, prior to implementation of any program change. Decisions will be made by consensus. If the team cannot agree on any aspect of program implementation, the Superintendent will make the final determination.
  - analyze data and provide input regarding the retention or release of each Professional Development Provider
  - monitor fair and confidential procedures for receiving documents from the IHE regarding the new hire
  - monitor the fair and confidential management of program information by the Human Resources Division
  - monitor procedures and provide advice and counsel to all eligible new hires consistent with the state-approved Induction Plan document
- d. **Compensation:** Leadership Team teachers shall receive compensation according to the Extra Pay rate for attendance at meetings that take place before or after the instructional day. Leadership Team teachers shall receive 2 hours of Extra Pay rate for lesson plan development for meetings that take place during the instructional day. Support Providers and Professional Development Providers may choose to receive compensation as outlined above or to credit their service hours to required participation hours for their positions.
- e. **Quorum:** A Leadership Team quorum shall consist of 7 voting members. No action shall be taken without a minimum of 7 voting members present.

### 3. **Professional Development Providers: Establishment and Compensation**

- a. Individual Professional Development Providers, and California Formative Assessment and Support System for Teachers (CFASST) Trainers who are Association members shall be compensated for teaching each Induction Academy session at the Extra Pay rate located in Appendix J of this document. Such teachers shall receive 1/2 hour of paid preparation time for each hour presentation, at their extended work day hourly rate, prorated to an hourly rate. For all other work completed, Individual Professional Development Providers compensation shall be at the negotiated Extra Pay rate for extra work.
- b. Strand Professional Development Providers are hereby established and shall

be compensated \$5,000 for their work which is described in the state-approved Induction plan.

4. **Participating Teachers:**

- a. **Compensation:** Participating teachers shall receive 12 semester units, which will be applied toward salary schedule advancement upon satisfactory participation in the Induction Academy experiential sessions focusing on Standards 15-20 on the Professional Clear Credential. These semester hours will not be transferable to another school district.
- b. **Records:**
  - 1) The District will maintain all records in a manner consistent with the state-approved SB 2042 Induction Plan document. Said records shall not be included in a member's personnel file. The District will maintain only those records necessary to prove participation and completion of the program. These records shall remain confidential.
  - 2) A participant's Request for Recommendation remains a part of their Induction file and is not placed in their personnel file at any time. When the participating teacher has successfully completed the Induction Program, a certificate of completion shall be issued. The certificate shall be placed in the participating teacher's file.
- c. **Evaluation:** The Induction Program is not a substitute for the contractual teacher evaluation procedure in Article IX. Procedures to be Utilized in the Evaluation of Teachers of the Agreement.

D. **PEER ASSISTANCE AND REVIEW PROGRAM**

The Association and the District agree that the purpose of teacher involvement in the Peer Assistance and Review Program is to enhance teacher performance through the rendering of assistance. Peer Assistance and Support Teachers and teacher members of the Peer Assistance and Review Panel shall not be involved in the formal evaluation procedures as defined in Contract Article IX of referred or volunteer participants in the Peer Assistance and Review Program.

1. **Definition of Terms/Conditions**

- a. **Peer Assistance:** Both new and experienced teachers benefit from professional support provided by other classroom teachers. For the purpose of this article, peer assistance describes activities planned and implemented by the Peer Assistance and Support Teacher in collaboration with the Participating Teacher and the Supervising Administrator. These activities shall be designed to strengthen the Participating Teacher's skills and expertise in the following areas:
  - Subject matter content
  - Instructional skills and techniques

- Adherence to content standards and curricular objectives
- Classroom management
- Lesson design and presentation
- Assessment of student progress toward established standards
- Appropriate learning environment

In addition, the areas for collaboration shall reflect the following five (5) standards from the “California Standards for the Teaching Profession”:

Standard 1: Engaging and Supporting All Students in Learning

Standard 2: Creating & Maintaining Effective Environments for Student Learning

Standard 3: Understanding and Organizing Subject Matter for Student Learning

Standard 4: Planning Instruction & Designing Learning Experiences for All Students

Standard 5: Assessing Student Learning

- b. **Peer Review:** For the purpose of this article, peer review describes a process by which the Peer Assistance and Support Teacher shall monitor, guide, and support the progress of his/her assigned Referred Participating Teacher toward a satisfactory level of classroom performance. The review process, once implemented, shall include the following:
- 1) Collaboration between the Peer Assistance and Support Teacher and the Referred Participating Teacher in developing mutually agreeable performance goals for the Referred Participating Teacher.
  - 2) A collaborative relationship between the Peer Assistance and Support Teacher and the administrator who supervises the Referred Participating Teacher to whom the Peer Assistance and Support Teacher is assigned.
  - 3) The Peer Assistance and Support Teacher shall keep a log that documents the topics discussed and amount of time spent Supporting the Referred Participating Teacher. This log shall be provided to the Referred Participating Teacher, the Peer Assistance Teachers and Review Panel, and the Supervising Administrator. The Supervising Administrator shall complete the final evaluation of the Referred Participating Teacher based on his/her observations of the teacher’s performance in accordance with the mutually agreed upon Stull objectives.
- c. **Peer Assistance and Review Panel:** The Peer Assistance and Review Panel shall be comprised of seven (7) members, the majority of whom shall be teachers. The four teacher members shall include one elementary school (K-5) representative, one middle school (6-8) representative, one high school (9-12) representative and one at-large representative. The three administrators shall be selected by the Superintendent or the Superintendent’s designee.
- d. **Referred Participating Teacher:** A Referred Participating Teacher is a

teacher who has achieved permanent status and who, in the formal evaluation document, has been given an unsatisfactory rating in any one or more of the following five (5) areas of the evaluation:

Standard 1: Engaging and Supporting All Students in Learning

Standard 2: Creating & Maintaining Effective Environments for Student Learning

Standard 3: Understanding and Organizing Subject Matter for Student Learning

Standard 4: Planning Instruction & Designing Learning Experiences for All Students

Standard 5: Assessing Student Learning,

He/she shall be referred to the Peer Assistance and Review Program. Such participation in the Peer Assistance and Review Program shall be mandatory for the Referred Participating Teacher. A Referred Participation Teacher shall participate in both the peer assistance and the peer review components of this program.

- e. **Volunteer Participating Teacher (Permanent Status):** A Volunteer Participating Teacher is a teacher who has achieved permanent status and seeks to improve his/her teaching performance and requests that the Peer Assistance and Review Panel assign a Peer Assistance and Support Teacher to provide peer assistance. This support will be offered as funding permits and determinant upon the availability of a support provider. A volunteer participating teacher shall be involved only in the peer assistance component of this program. All records and communications between the Volunteer Participating Teacher and the Peer Assistance and Support Teacher shall remain confidential and the property of the Volunteer Participating Teacher.
  
- f. **Beginning Participating Teachers (Non-Permanent Status):** A teacher who has been employed and is not currently assigned a Support provider or other mentoring teacher, through their university or college program, shall have a Peer Assistance and Support Teacher assigned to assist them with the development of their professional skills. These teachers shall be involved only in the peer assistance component of this program. These teachers are required to participate in the Teacher Support Program for which they are eligible, for the entire duration of that program. A fully credentialed teacher who is being employed by the Norwalk-La Mirada Unified School District and who has taught a minimum of three years, may be assigned a “buddy” teacher to help with orientation to the district’s policies and procedures. A fully credentialed teacher with less than three years of experience shall have a Peer Assistance and Support Teacher assigned to assist with the development of their professional skills. All records and communications between the Beginning Participating Teacher and the Peer Assistance and Support Teacher shall remain confidential and the property of the Beginning Participating Teacher.

- g. **Peer Assistance and Support Teachers:** A Peer Assistance and Support Teacher is a permanent teacher selected by the Peer Assistance and Review Panel to provide support to a participating teacher. Peer Assistance and Support Teachers may serve any teacher articulated in this article.
- h. **Unsatisfactory Evaluation:** For the purposes of this article, an unsatisfactory evaluation refers to an evaluation as defined in Contract Article IX, and must indicate a deficiency in at least one of the five (5) areas previously identified in Section D of the Definition of Terms/Conditions section of this Article. Deficiencies in the evaluation noted under Section VI of the form, (Developing as a Professional Educator), shall not be an appropriate criterion for the recommendation of a teacher for inclusion in the Peer Assistance and Review Program.
- i. **Performance Review:** For the purpose of this Article, a performance review shall be defined as a formal evaluation pursuant to Contract Article IX.

**2. Peer Assistance and Review Panel (PARP)**

- a. The Peer Assistance and Review Panel shall consist of seven (7) members, the majority of whom shall be certificated classroom teachers who are chosen to serve by the Association, in a manner selected by the Association and may be removed by the Association for Just Cause. The Association shall maintain the configuration described previously in the definitions section of this Article and shall stagger the terms of the teacher members to insure that no more than two new members of the PARP would be selected in any one year period. The Superintendent or the Superintendent's Designee shall choose the administrators of the Peer Assistance and Review Panel.
- b. The Peer Assistance and Review Panel shall establish its own meeting schedule. To meet, five (5) of the members of the Peer Assistance and Review Panel must be present. Teachers who are members of the Peer Assistance and Review Panel shall be released from their regular duties to attend meetings, without loss of pay or benefits. The members of the PARP shall be paid a stipend of One Thousand (\$1,000) Dollars as compensation for their service in this capacity. The chair of the panel will receive a stipend of One Thousand Two Hundred and Fifty (\$1,250) dollars.
- c. The Peer Assistance and Review Panel shall be responsible for the following:
  - 1) Providing training for the Peer Assistance and Review Panel members.
  - 2) Establishing its own rules of procedure, including the method for the selection of a chairperson.
  - 3) Assigning the panel for selection of Peer Assistance and Support Teachers.
  - 4) Sending written notification of participation in the PAR program to the Referred Participating Teacher and the site principal.
  - 5) Making available the panel of Peer Assistance and Support Teachers

- for selection by the Referred Participating Teacher.
- 6) Adopting Rules and Procedures to affect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Agreement and the requirements of AB 1X. Should there be an inconsistency between the established Rules and Procedures and this Agreement, this Agreement shall prevail.
  - 7) Distributing, at the beginning of each school year, a copy of the Adopted Rules and Procedures to all bargaining unit members and administrators. This may be accomplished through the inclusion of said Rules and Procedures as an Appendix to the Master Collective Bargaining Agreement.
  - 8) Establishing a procedure for application as a Peer Assistance and Support Teacher.
  - 9) Monitoring PAR expenditures and program budget including PAR contributions to other programs.
  - 10) Evaluating annually the impact of the PAR program in order to improve the program. This evaluation shall include comments and suggestions from the participating administrators, Peer Assistance and Support Teachers and Participating Teachers, and other individuals with direct contact or involvement with this program.
- d. All proceedings and materials related to evaluations reports and other personnel matters shall be strictly confidential. Therefore, Peer Assistance and Review Panel members and Peer Assistance and Support Teachers may disclose such information only as necessary to administer this Article.
  - e. Functions performed pursuant to the Article by Bargaining Unit Members shall not constitute either management or supervisory functions. The PARP teacher members shall continue to maintain all of the rights held by Bargaining Unit Members.
  - f. The District shall defend and hold harmless individual members of the Peer Assistance and Review Panel, and individual Peer Assistance and Support Teachers from any lawsuit or claim arising out of the performance of their duties under this program as provided by the California Government Code Tort Claims Act. In addition, members of the bargaining unit may also seek legal services from the Association in connection with their participation in the Peer Assistance and Review Program.

### **3. Participating Teachers**

- a. A Referred Participating Teacher is a teacher with permanent status who receives assistance to improve his or her instructional skills, classroom management, knowledge of subject, and/or related aspects of his other teaching performance as a result of an unsatisfactory final evaluation.
- b. A Referred Participating Teacher may select his or her Peer Assistance and

Support Teacher from the panel of Peer Assistance and Support Teachers provided by the PARP. Either the Peer Assistance and Support Teacher or the Referred Participating Teacher may request that PARP consider a reassignment due to professional or personality conflicts. The decision of the PARP as to whether or not to honor such a request, is absolute.

- c. In the event that the PARP, Peer Assistance and Support Teacher, or Referred Participating Teacher requests the input and/or opinion of a second Peer Assistance and Support Teacher, and that input would be beneficial in supporting/evaluating the assistance plan of the Participating Teacher, such arrangements are permissible under this agreement. Any second opinion may be included as recorded hours for the Peer Assistance and Support Teacher.
- d. In the event that a reassignment of a Peer Assistance and Support Teacher-Participating Teacher configuration or a request for a second opinion is made, as referred to in Sections 3 and 4 of this Section, the timeline for reporting and other required components of this Article shall remain intact and unaltered.
- e. A Volunteer Participating Teacher is a teacher with permanent status who volunteers to participate in the PAR program. The purpose of participation in the PAR Program for the Volunteer Participating Teacher is for peer assistance only and the Peer Assistance and Support Teacher shall not participate in a performance review of the Volunteer Participating Teacher. The Volunteer Participating Teacher may terminate his or her participation in the PAR Program at any time by providing the PARP with written notice of their intent to terminate participation. The PARP must honor this request by any Volunteer Participating Teacher.
- f. All communication between the Peer Assistance and Support Teacher and the PAR teachers he/she serve shall be confidential, and without the written consent of the PAR Participating Teacher, shall not be shared with others, including the site principal, the evaluator or the Peer Assistance and Review Panel.
- g. Should a problem arise during the processes outlined in this Article, the Participating Teacher has the right to be represented in the resolution of such conflicts by the Association representative of his or her choosing.

#### **4. Peer Assistance and Support Teachers**

- a. A Peer Assistance and Support Teacher is a teacher who provides assistance to any Participating Teacher in any program articulated within this article. The qualifications for the Peer Assistance and Support Teacher shall be set forth in the Rules and Procedures as established by the PARP. The following shall constitute the minimum qualifications for the position of Peer

Assistance and Support Teacher.

- 1) A credentialed classroom teacher with at least 5 years of teaching experience, permanent status, and substantial recent experience in classroom instruction in the Norwalk-La Mirada Unified School District.
  - 2) The individual shall demonstrate exemplary teaching ability, as indicated by, among other things, effective communication skills, subject matter knowledge, and a mastery of a range of teaching strategies necessary to meet the needs of pupils in different contexts.
- b. In filling the position of Peer Assistance and Support Teacher, each applicant is required to submit three references from individuals with specific knowledge of his or her expertise, as follows:
- 1) A reference from his or her current site principal
  - 2) A reference from a current member of the certificated bargaining unit.
  - 3) A reference from the individual of his or her choosing
- c. Peer Assistance and Support Teachers shall be initially selected by a consensus of the PARP following a process that shall include an application, observation and interview. Upon renewal, Peer Assistance and Support Teachers shall be selected by consensus of the PARP following a process that shall include an application and observation.
- d. The term for a Peer Assistance and Support Teacher shall be three (3) years, subject to approval annually by the PARP, and a teacher may not serve in a position for more than two (2) consecutive terms. The PARP may choose to waive this stipulation should circumstances necessitate such action.
- e. Peer Assistance and Support Teachers shall be provided with appropriate release time as determined and authorized by the PARP. The Peer Assistance and Support Teachers shall be required to use a portion of said release time to make in-class observations of the Participating Teachers.
- f. Compensation: Each Peer Assistance and Support Teacher shall receive a stipend as compensation for their services and additional hours/duties as follows:
- 1) In order for a Peer Assistance Teacher to receive the full stipend amount of Six Thousand Dollars (\$6,000.00), he/she will be required to provide service to four (4) Participating Teachers (Pre-Intern, Intern, BTSA Induction, Volunteer) or one (1) Referred Teacher and two (2) Participating Teachers. The District shall attempt to assign those teachers to the Peer Assistance Teacher by October 15. If the District is unable to assign a full load to the Peer Assistance Teacher and that individual has requested a full load, the six thousand dollar stipend shall continue to be paid and the District shall make every effort possible to assign the appropriate number of Participating or

Referred Teachers necessary to constitute a full load as required to maintain the stipend amount at the six thousand dollar level. This amount shall be full and complete compensation for all services rendered and related expenses including travel.

- 2) Should a Peer Assistance Teacher elect to serve fewer than the required number to receive the maximum stipend amount, the following stipulations shall determine the amount of stipend payable to the Peer Assistance Teacher:
  - For each Participating Teacher served: One Thousand Five Hundred Dollars (\$1,500), up to a maximum of three (3) participating teachers
  - For one Referred Teacher served: (\$3,000) and may additionally provide service to one participating teacher for the previously stated stipend of one thousand five hundred dollars (\$1,500 each)
  
- g. The District shall defend and hold harmless individual Peer Assistance and Support Teachers from any lawsuit or claim arising out of the performance of their duties under this program as provided by the California Government Code Tort Claims Act. In addition, members of the bargaining unit may also seek legal services from the Association in connection with their participation in the Peer Assistance and Review Program.
  
- h. Peer Assistance and Support Teachers shall have the responsibility for no more than Four (4) Non-Referred Participating Teachers. Should a Peer Assistance and Support Teachers be required to render service to a Referred Participating Teacher (thus establishing service as a Peer Assistance and Support Teacher) it is the intent of this Agreement that their workload shall be reduced so that they shall have only one (1) Referred Participating Teacher and may have two (2) Non-Referred Participating Teacher.
  
- i. Each Referred Participating Teacher shall receive no less that forty (40) hours of assistance per semester from the Peer Assistance and Support Teacher. Peer Assistance and Support Teachers shall assist all categories of Participating Teachers by demonstrating, observing, coaching, conferencing, referring to other subject matter specialists or by other appropriate activities, which in their professional judgment, will assist the Participating Teacher.
  
- j. The Peer Assistance and Support Teacher shall meet with the Referred Participating Teacher according to the established timeline, to discuss the PAR Program, to establish mutually agreed upon performance goals and develop the assistance plan based on the areas cited as unsatisfactory in the Referred Teacher's evaluation, and develop a process for determining the successful completion of the PAR Program.
  
- k. The Peer Assistance and Support Teacher shall conduct multiple observations of the Participating Teacher during classroom instruction, and

shall engage in observation and post-observation conferences.

- l. The Peer Assistance and Support Teacher shall monitor the progress of the Referred Participating Teacher. The Peer Assistance and Support Teacher and the Participating Teacher shall engage in honest and professional discussions.
- m. The Peer Assistance and Support Teacher shall continue to provide assistance to the Referred Participating Teacher as established by the PARP.
- n. The results of the Referred Participating Teacher's participation in the PAR Program shall be made available for placement in his or her personnel file. Upon the written request of the Referred Participating Teacher, the final report shall be removed from the personnel file two (2) years after the date of placement in the personnel file.
- o. The Peer Assistance and Support Teacher and the Volunteer Participating Teacher, Beginning Participating Teacher, or other category of PAR teacher receiving Support from a designated Peer Assistance and Support Teacher shall arrange for a schedule of meetings and activities that are mutually acceptable. All written communication between the Peer Assistance and Support Teachers and the Volunteer Participating Teacher, Beginning Participating Teacher, or other category of PAR teacher receiving Support from a Peer Assistance and Support Teacher shall remain confidential and the property of the Volunteer/Other Participating Teacher unless State mandates or legitimate program requirements provide for the release of such information. The primary purpose of this relationship shall be based on the providing of assistance only and shall not include the review component of the PAR Program.
- p. The Peer Assistance and Support Teacher shall submit a report to the Coordinator of Teacher Support Programs that documents the amount of time spent assisting the Volunteer Participating Teachers, Beginning Participating Teachers of other category of teacher receiving Support from a Peer Assistance and Support Teacher for the purpose of program accountability. The Coordinator of Teacher Support Programs will provide a summative report of this information to the PARP biannually. No other formal or informal written or oral reports about the participation, progress, involvement, or other aspects(s) of Volunteer Participating Teachers, Beginning Participating Teachers, or other category of teacher receiving Support under the Peer Assistance/Teacher Support Program(s) are permissible unless mandated by law or required for program compliance.
- q. It shall be the responsibility of all participants in the PAR Program to conduct themselves in a manner that respects and recognizes the need for

confidentiality and professionalism. All of the participants involved in the PAR Program are expected to adhere to the NEA's "Code of Ethics of the Education Profession" and the "Title 5 Regulations, Article 3: Rules of Conduct for Professional Educators". Failure to adhere to these principles may result in the removal of that individual from participation in the PAR Program and other appropriate action(s) as warranted by the improper conduct.

## ARTICLE XIX

### PROCEDURES FOR REPORTING SUSPECTED CHILD ABUSE

- A. No later than the end of the first full week of each school year, the District shall make available to each teacher a copy of the excerpts of Sections 11165-11174 of the California Penal Code. The District shall provide in-service training for all teachers in the areas of reporting suspected child abuse cases and in recognizing indicators of child abuse.
- B. Teachers, Counselors, and other “child care custodians” are individually responsible for reporting any known or suspected incidents of child abuse. The law requires that incidents first be reported by telephone to an appropriate child protective agency and that incidents be reported regarding the incident. A teacher shall report an incident of suspected or known child abuse directly to the agency or may report it to his/her supervisor, and they, in turn, shall jointly report the incident. All written reports shall be on the required State form available from the local law enforcement agency, child protective agency, District Office of Human Resources, individual school office or Association Office.
- C. If the teacher reports the incident directly to the agency, the teacher shall inform his/her supervisor that he/she has made the required telephone call and written report.
- D. If the teacher reports the incident to his/her immediate supervisor before a report is made to the agency, the supervisor shall provide immediate and positive assistance to that teacher in his/her fulfillment of legal responsibilities.
- E. In such instance, the immediate supervisor and reporting teacher shall discuss who shall make the required telephone call to the child protective agency reporting the suspected or known incident of child abuse. While it can be agreed that only one of the two will actually place the telephone call, both persons jointly having knowledge of the information pertaining to the report bear equal legal responsibility for (1) making sure the telephone call is placed to the appropriate child protective agency informing it of the suspected or known situation of child abuse, and (2) making sure that a written report is prepared, submitted, and signed by each person familiar with the information leading to the suspicion or knowledge of child abuse.
- F. If the site administrator is selected by mutual agreement to prepare a written report, the teacher in question will provide assistance and sign the report if the information contained therein is accurate. The teacher might, however, elect to submit his/her own written report.
- G. If two or more “child care custodians” jointly have knowledge of, or suspect child abuse, only one person need make the required phone call, if they both agree. Only one written report need be submitted, but each must individually sign the report. Although two or more persons may agree to share in the report, each person is individually responsible for making sure the phone call is indeed made and the report is actually submitted.
- H. Site administrators shall provide teachers with a quiet and private place to complete the

forms and courteous assistance in completion of the forms upon request of the teacher.

- I. The District shall request and maintain the confidentiality of all information on child abuse which a teacher reports to the appropriate authorities, to the extent consistent with law.
- J. The District shall assist teachers who have properly reported suspected or known child abuse in the course and scope of their employment in avoiding personal harassment or liability arising out of the reporting of suspected or known incidences of child abuses, required by law.

## ARTICLE XX

### ADULT EDUCATION

- A. In this Agreement, a full-time Adult Education teacher is one who is assigned a minimum of thirty (30) hours per week. All full-time Adult Education teachers shall be paid according to their respective placement on the Teacher's Salary Schedule, and are provided all the teacher benefits provided under provisions of Article XXVI. Health and Welfare Benefits, and are entitled to all leaves.
- B. The Board shall provide hourly Adult Education teachers assigned twenty (20) hours, but less than thirty (30) hours of instructional time per week with all teacher benefits provided under provisions of Article XXVI. Health and Welfare Benefits, for all full-time teachers in the District and shall be paid in accordance with the Adult Education Hourly Rate Schedule found in Appendix H.
- C. The Board shall provide hourly Adult Education teachers assigned fifteen (15) hours, but less than twenty (20) hours of instructional time per week with 50 percent of the plan premium paid for any sponsored health and accident plan only in which the part-time teacher enrolls during an open enrollment period or within thirty (30) calendar days of initial employment each school year. The part-time teacher shall pay for the balance of the plan premium through an appropriate payroll deduction process that shall be made available for that purpose by the District.
- D. Each Adult School teacher, teaching twelve (12) to fourteen (14) hours per week, may elect to enroll in one of the District's sponsored health and accident plans, and by enrolling in the plan of his/her choice during the regular open enrollment period or within thirty (30) calendar days of initial employment each school year, by paying the monthly premiums for the plan selected, through an appropriate deduction process that shall be made available for this purpose by the District.
- E. Adult Education Teachers who work less than twenty hours (20) per week shall be paid according to their proper placement on the Adult Education Hourly Rate Salary Schedule found in Appendix H.
- F. For purposes of Adult Education, an hourly teacher shall receive one (1) hour of cumulative sick leave for eighteen and three-tenths (18.3) instructional hours worked.
- G. Hourly Adult Education teachers shall be entitled to the following leaves: Sick, Maternity, Industrial Accident and Illness, Bereavement, Personal Necessity, Personal Business, and Family Illness.
- H. For purpose of Adult Education, any teacher assigned more than thirty (30) hours per week shall be additionally compensated at an hourly rate that they would have received were they regularly employed hourly teacher working twenty (20) to twenty-four (24) hours per week.

- I. Full-time Adult Education teachers, hired after July 1, 1991, shall receive credit on the Salary Schedule for prior teaching experience outside of the School District. This prior teaching experience shall be credited on a year-to-year basis up to a maximum of seven (7) years. Teaching experience must be in Adult Education Programs and must be within the past seven (7) years.
- J. Part-time hourly Adult Education teachers, hired after July 1, 1991, shall receive credit on the Hourly Adult Education Teacher Salary Schedule (Appendix H) for prior part-time or full-time teaching experience outside of the School District. This prior teaching experience shall be credited on a year-to-year basis up to a maximum of seven (7) years. Teaching experience must be in Adult Education Programs and must be within the past seven (7) years.
- K. Prior to changing the assignment of any Adult Education Teacher, full-time or hourly, the Administrator in charge of the Adult School shall discuss the matter with each such teacher in question at least one class session ahead of the time a class must be closed due to inadequate enrollment, except for the first two sessions of any given class.
- L. Teachers with teaching assignments of 17 hours, but less than 27 hours, are eligible to work and be paid for one hour per week for curriculum planning time at the District stipend rate.

The planning time must be done on campus and one hour per month of the time may be designated by administration for the purpose of planning, staff development, department meetings, or other curricular needs. The paid staff development time will not be credited towards employees earning any District-paid benefits.

## ARTICLE XXI

### COUNSELORS

#### A. SECONDARY COUNSELORS

1. A standard work year for Counselors shall consist of the same work days established for teachers as shown in Article XIV, Hours, Appendix N, plus nine (9) additional work days. The additional nine days shall be scheduled consecutively with the teachers' work year in August/September and/or in June. The site administrator shall notify Counselors of when they are to work the additional nine days prior to the end of the preceding regular school year.
2. By mutual consent of the Principal and the individual Counselor, days worked by Counselor within the specific calendar of work days established in paragraph 1 above, may be substituted for days outside those established in paragraph 1 above.
3. By mutual agreement of the Principal, an individual Counselor, and the Superintendent or designee, a Counselor may be hired to work extra days, in addition to those cited above, at his/her current regular per diem salary rate.
4. Counselors shall not be assigned to any supervision duties, except in situations of extreme emergency that shall be subject to the tests of true urgency and reasonableness.
5. The salary schedule for Counselors is depicted in Article XXIV, Wages, Appendix D.
6. Any Counselor performing Summer School work shall be paid at the Summer School teacher rate.
7. No Counselor shall be required to make a home visit which the individual Counselor feels may pose a potential threat to his/her personal safety. No Counselor shall be required to make any home visitation outside his/her regular prescribed work day. This provision shall not prevent an individual Counselor from voluntarily opting to make home visits. Whether an individual Counselor opts to make home visits shall not be a proper subject for inclusion on that employee's formal written evaluation.
8. No Counselor shall be assigned to teach any class in addition to his/her regular counseling duties, with the sole exception of a Careers Class which includes basic counseling services and for which the counselor is not required to assign a grade to students in the class.
9. The Counselor's work day shall start thirty (30) minutes before the beginning of the regular student instructional day and end thirty (30) minutes after the end of the regular instructional day. The Counselor is required to stay sixty-five (65) minutes

maximum past the end of the student instructional day, no more than once per week or portion thereof, to attend any type of administrative called faculty meeting, counselor meeting, or administrative meetings except in emergency situations or where previously scheduled appointments have been made after the end of each school's student instructional day by mutual agreement of parents and or students and the counselor in question.

10. For no more than three (3) nights each semester, from 4:00 p.m. to 7:30 p.m., a high school Counselor may be required by the District to be available at his/her respective school work site to participate in scheduled parent conferences, if reasonable security has been provided in the conferencing area to guarantee the safety of counselors, parents and students. The Counselor shall be allowed to leave his/her school on the conferencing day in question from the end of the respective school's regular student instructional day and shall not be required to be back on the campus to begin scheduled parent conferencing until 4:00 p.m., on such a given day. Said Counselor shall not be required or expected to report to work on the following day until eleven (11:00 a.m.).

The counselors may elect to receive extra pay through SB813 funding for their evening conferencing. If they elect to receive extra pay they will be required to work a regular workday both the day of evening conferencing and the day after the evening conferencing.

11. High School Counselors shall not normally be required to work with students on related discipline and/or attendance problems.

## B. ELEMENTARY COUNSELORS

1. A standard work year for Elementary Counselors shall consist of the same work days established for teachers as shown in Article XIV, Hours, Appendix N.
2. By mutual agreement of the Principal, an individual Elementary Counselor and the Superintendent or designee, an Elementary Counselor may be hired to work extra days, in addition to those cited above, at his/her current regular per diem salary rate.
3. Elementary Counselors may be assigned supervision duties each day during the regular student lunch period. The Elementary Counselor shall not be assigned to any other supervision duties, other than the student lunch period, except in situations of extreme emergency that shall be subject to the tests of true urgency and reasonableness.
4. The salary schedule for Elementary Counselors is depicted in Article XXIV, Wages, Appendix D.
5. Any Elementary Counselor performing Summer School work shall be paid at the Summer School teacher rate.

6. No Elementary Counselor shall be required to make a home visitation which the individual Counselor feels may pose a potential threat to his/her personal safety. No Elementary Counselor shall be required to make any home visitation outside his/her regular prescribed work day. This provision shall not prevent an individual Elementary Counselor from voluntarily opting to make home visits. Whether an individual Counselor opts to make home visits shall not be a proper subject for inclusion on that employee's formal written evaluation.
7. The Elementary Counselors work day shall start thirty (30) minutes before the beginning of the student instructional day and end thirty (30) minutes after the end of the regular student instructional day. The Elementary Counselor is required to stay sixty-five (65) minutes maximum past the end of the student instructional day, no more than once per week or portion thereof, to attend any type of administrative called faculty meeting, Elementary Counselor meeting, or administrative meetings except in emergency situations or where previously scheduled appointments have been made after the end of each school's student instructional day by mutual agreement of parents and or students and the Elementary Counselor in question.
8. An Elementary Counselor will not be assigned to regular teaching duties. Regular teaching duties is considered one in which the Elementary Counselor assigns quarterly grades. This paragraph is meant to allow the Elementary Counselor to teach Career or units pertaining to Elementary Counselor related units.
9. The Elementary Counselor shall be at the school site when parent conferences are scheduled.

#### C. MIDDLE SCHOOL COUNSELORS

1. Standard work year for Middle School Counselors shall consist of the same work days for teachers as shown in Article XIV, Hours, Appendix N.
2. By mutual agreement of the Principal, an individual Middle School Counselor, and the Superintendent or designee, a Middle School Counselor may be hired to work extra days, in addition to those cited above, at his/her current regular per diem salary rate.
3. Middle School Counselors shall not be assigned supervision duties except in situations of extreme emergency that shall be subject to the tests of true urgency and reasonableness.
4. The salary schedule for Middle School Counselors is depicted in Article XXIV, Wages, Appendix D.
5. Any Middle School Counselor performing Summer School work shall be paid at the Summer School teacher rate.

6. No Middle School Counselor shall be required to make a home visit which the individual Middle School Counselor feels may pose a potential threat to his/her personal safety. No Middle School Counselor shall be required to make any home visitation outside his/her regular prescribed work day. This provision shall not prevent an individual Middle School Counselor from voluntarily opting to make home visits. Whether an individual Middle School Counselor opts to make home visits shall not be a proper subject for inclusion on that employee's formal written evaluation.
7. The Middle School Counselor work day shall start thirty (30) minutes before the beginning of the student instructional day and end thirty (30) minutes after the end of the regular student instructional day, unless the Middle School Counselor is required to attend a faculty meeting and/or Middle School Counselor meeting. The Middle School Counselor is required to stay sixty-five (65) minutes maximum past the end of the student instructional day, no more than once per week or portion thereof, to attend any type of administrative called faculty meeting, Middle School Counselor meeting, or administrative meetings except in emergency situations or where previously scheduled appointments have been made after the end of each school's student instructional day by mutual agreement of parents and or students and the Middle School Counselor in question.
8. A Middle School Counselor will not be assigned to regular teaching duties. Regular teaching duties is considered one in which the Middle School Counselor assigns quarterly grades. This paragraph is meant to allow the Middle School Counselor to teach Career or units pertaining to Middle School Counselor related units.
9. The Middle School Counselor shall be at the school site when parent conferences are scheduled.

## ARTICLE XXII

### LEAVES OF ABSENCE

#### A. PROVISIONS APPLICABLE TO ALL LEAVES

1. Affidavit of Absence

Within two (2) teacher days after returning from an absence, each teacher will complete an Affidavit of Absence.

2. Verification of Absence

When returning from absence for illness reasons, a teacher absent three (3) days or less: shall check illness or days deduct on the verification form. A teacher absent four (4) or five (5) days shall check illness or days deduct on the verification form and specify the nature of the illness. A teacher who is absent six (6) days or more shall check illness or days deduct on the verification form, specify the nature of the illness, and provide a statement from the medical doctor or licensed practitioner stating the reason for the absence and the teacher's fitness to return to work. Additionally, it shall be the prerogative of the District to require verification of absence if the District has reason to believe that the leave day(s) may not have been used for the purposes stated. If such verification is requested, the supervisor will give the teacher a written statement citing the specific reasons leading to the verification request, the proposed action to be taken and explaining to the teacher his/her right to appeal the proposed action through the Grievance Procedure, Article VIII, Grievance procedures, for final determination. Any actions resulting from this verification process will be instituted only after the appeal process has been concluded.

3. The Board of Education authorizes the Superintendent or his/her designated representative to require health examinations of teachers when, he/she has reason to believe it appears to be necessary to protect the health and general well-being of the teacher, students, or other employees. This is without loss of pay to the teacher. When such examination is required, it shall be conducted by a doctor selected by the District and at no cost to the teacher. The District may use the results of the examination in determining whether any leave is appropriate or in determining if the teacher is capable of returning to work.

4. Teachers absent for reasons not specified in this Article shall have their monthly salary reduced by one day's salary for each day of unauthorized absence.

5. Paid leave of absence is defined as a leave granted by the Board of Education that entitles a teacher to receive his/her current wages, Health and Welfare benefits, and retirement benefits. A teacher on paid leave of absence receives credit for annual salary increment during the leave. Teachers on paid leave for less than one (1)

semester or an equivalent number of days thereof shall return to their previous position, provided it still exists. Teachers on a paid leave for one (1) semester or more shall be considered a surplus teacher under the provisions of Article XII, Transfers and Reassignments.

6. Unpaid leave of absence is defined as a leave granted by the Board of Education that entitles a teacher to be absent, without compensation, for a specified period of time. Teachers on unpaid leave for less than one (1) semester or an equivalent number of days thereof shall return to their previous position, provided it still exists. Teachers on unpaid leave for one (1) semester or more shall be considered a surplus teacher under the provisions of Article XII, Transfers and Reassignments.
7. Teachers granted long term leave of absence shall sign an agreement that the Board of Education will be given written notice of their intention to return at least sixty (60) days prior to the term of leave. Failure to so notify the Board of Education shall be deemed to constitute a resignation on the part of the teacher.
8. An unpaid leave of absence for a maximum of one school year may be granted to teachers for any reason deemed acceptable by the Board of Education. Upon written request of the teacher, the superintendent or his/her designee may authorize up to thirty (30) calendar days of unpaid leave.
9. Any employee requesting an extension to his/her existing leave of absence shall notify both his/her immediate supervisor and the Human Resources Division at the earliest possible date. No extension to a leave is granted until acted upon by the Board of Education or its designee.

#### B. STATUS FOR FRINGE BENEFIT PURPOSES

1. Teachers on medically related leaves of absence (as opposed to a voluntary unpaid leave of absence), shall have the right to remain enrolled in the District sponsored/paid Health and Welfare benefit programs as described in Article XXVI. Health and Welfare Benefits, for period of up to twenty-four (24) calendar months from the date said medical related leave commences. Any teacher who has accumulated sick leave in excess of twenty-four (24) calendar months, under applicable Education Code provisions, shall be allowed to utilize the greater amount of sick leave days in excess of twenty-four (24) calendar months.

**(Teachers currently affected by this article will be grandfathered under the thirty-six months allowed in previous Contract language.)**

2. Teachers on unpaid leave will be required to pay the gross premium due from the beginning date of the leave.
3. Payment must be made by check or money order in the gross premium amount payable to each respective plan and sent to the District's Business Division, not later

than the first (1st) of the month in which the premium is due. It shall be the sole responsibility of the teacher to make such payments in order to assure his/her continued enrollment.

4. Termination of enrollment for any teacher on leave occurs immediately at the close of the coverage period for which the last premium was made, either by deduction or direct payment:
  - a. By failure of the teacher to pay his/her portion of the premium.
  - b. On cancellation by the teacher at any time he/she desires, upon filing the appropriate forms.
  - c. Upon termination of employment.
  - d. By failure of the teacher on leave to notify the District of his/her desire to continue the insurance as provided in Section A.
  - e. At the close of the Enrollment Year because of a teacher's loss of eligibility.

#### C. BEREAVEMENT

Each teacher shall be entitled to five (5) days per death with full pay when such absence is caused by the death of a member of his/her immediate family. The term "immediate family" as used here means the mother, father, brother, sister, step-parent, grandmother, grandfather, aunt, uncle, niece, nephew, or grandchild of the teacher or of the spouse of the teacher, and the spouse, domestic partner (as defined by law), son, son-in-law, daughter, daughter-in-law, step-child, brother-in-law, sister-in-law of the teacher or any relative living in the immediate household of the teacher.

If a member of a teacher's immediate family, residing more than 1,000 miles from a teacher's place of residence, dies, the teacher shall be entitled to up to seven (7) days off per each such immediate family member's death with full pay, if services are actually attended as verified by the Employee Affidavit of Absence.

#### D. EDUCATIONAL MEETINGS

Teachers who are absent for the purpose of attending educational meetings when no additional funds are to be appropriated for the expense of those individuals who attend such meetings, may be approved by the immediate supervisor. Such absences, if approved, would be without loss of pay.

#### E. FAMILY ILLNESS LEAVE

For the 2006-2007 school year, Teachers shall be allowed three (3) days leave per year, with

pay, for absences caused by illness in the immediate family of the teacher. Immediate family is defined as spouse, domestic partner (as defined by law), child or other relative living in the household of the teacher, or a child or parent, including mother-in-law or father-in-law, living outside the household of the teacher.

**(Effective July 1, 2007, this section will be deleted)**

F. PARENT OBLIGATION LEAVE

The Board of Education shall allow teachers, who are parents, guardians, or grandparents having custody of one (1) or more children in K-12, inclusive, to take up to forty (40) hours each school year, not exceeding eight (8) hours in any calendar month of the school year, to participate in school activities of any such child. Teacher(s) may utilize personal necessity or personal business leave for such school visits. The teacher may also utilize time off without pay to conduct such school visits. The teacher shall provide the school District with twenty-four (24) hours advance notice prior to making such a school visit during normal work hours.

G. INDUSTRIAL ACCIDENT AND ILLNESS LEAVE

1. AMOUNT OF LEAVE

Each teacher employed on a regular basis shall be allowed sixty (60) working days, exclusive of all days the teacher is not required to render service to the District, each school year with full pay for absences resulting from an industrial illness or accident.

2. ELIGIBILITY

Each teacher who is absent because of illness or injury resulting from an industrial accident and qualifying under provisions of the District's Workers' Compensation Insurance Plan, will be entitled to the benefits of this section.

3. BENEFITS

Each teacher absent under the provisions of this section will maintain all rights and benefits that would accrue to him/her had he/she been on the job. The provisions of this section shall not be accumulative from year to year. No charge will be made against the teacher's accumulated sick leave for the first sixty (60) working days of the absence.

4. PAYMENT OF SALARY - FIRST SIXTY WORKING DAYS

Teachers will receive not less than full salary at the rate being earned at the time of the illness or accident.

5. PAYMENT OF SALARY - AFTER SIXTIETH WORKING DAY

When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to their sick leave, shall be used. If however, an employee is still receiving temporary disability payments under Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay. Teachers who exhaust all accumulated sick leave and who are entitled to the difference between their regular salary and that paid to the substitute, as required by law, will be paid that difference by the District, and will retain any monies to which they are entitled from Workers' Compensation. The application for sick leave shall be made in the same manner as though the absence were for a "non-injury" illness. Teachers who exhaust all provisions for full salary, and are not able to return to work, will continue to receive whatever monies are due them from the Districts' Worker's Compensation Insurance Plan. The amount and length of time teachers receive these monies will be determined by the District's Workers' Compensation Insurance Plan administrators, in accordance with the laws governing Workers' Compensation benefits.

6. TERMINATION OF BENEFITS

Benefits granted in accordance with this policy will terminate the time the teacher is released by the District's Workers' Compensation Insurance Plan administrators.

7. END OF SCHOOL YEAR

When an industrial accident or illness leave overlaps the next fiscal year, the teacher shall be entitled to only the amount of unused leave due him/her for the same illness or injury.

8. RETURN TO WORK

Any teacher absent under this Article will be required to furnish proof that he/she is able to resume his/her normal duties. Proof shall be a statement from the physician who treated the teacher for the illness or accident. The physician must specify restrictions, if any, and the length of time these restrictions will need to apply to the teacher. The teacher shall inform the District of the date when a return to service will occur. This notice shall be provided within a reasonable number of working days before the return.

H. FAMILY AND MEDICAL LEAVE ACT (FMLA)

A teacher shall be entitled to up to twelve (12) weeks of unpaid leave during a twelve (12) month period to care for:

1. The teacher's newborn child or a child placed with the teacher for adoption or foster care,
2. The teacher's spouse, domestic partner (as defined by law), child or parent (including parent-in-law) with a serious health condition, or
3. A teacher's serious health condition.

The District shall grant this up to a twelve (12) week leave benefit for each 12-month school year (extending from September 1 through August 31). Any leave taken under other provisions of this Article which would be covered by FMLA shall be counted as part of the twelve (12) weeks allotted by this paragraph.

When such a leave is foreseeable, a teacher shall give the District thirty (30) days advance written notice. When leave is not foreseeable, a teacher shall give written notice to the District within one working day of learning of the need for leave.

The District shall continue all group health coverage plans for a teacher on such leave at the same level of benefits and under the same conditions that existed while the teacher was working. If the District changes a health plan during a teacher's leave, the change applies to the teacher as if still on the job.

The District may require a teacher to report his/her status and intention to return to work. After a leave, the District shall reinstate the teacher to the same position held before the leave. If a teacher gives an unequivocal notice of intent not to return to work, the District's obligation to provide health benefits and to reinstate the teacher ceases. However, this obligation continues if the teacher indicates he or she may be unable to return to work but expresses a continuing desire to do so.

Upon the teacher's return to work, the District shall reinstate all benefits at the same level provided when the leave began without any form of requalification. Any changes in benefits not based on service during the leave period shall be effective upon the teacher's return to work.

The District in providing this leave benefit shall comply with both the regulations of the Family and Medical Leave ACT (FMLA) and applicable California law.

The least restrictive language applicable to the employee in either the State or the Federal Act shall be used in cases wherein there is a conflict in language between the two.

## I. PERSONAL NECESSITY LEAVE

1. Each teacher entitled to sick leave may, at his/her election, use up to eleven (11) days per year of his/her accumulated sick leave for personal necessity. The teacher will notify his/her immediate supervisor of his/her election to make such personal

necessity leave and will indicate the dates of the leave and the reason therefore.

2. Advanced permission to take personal necessity leave must be requested by the teacher except for items a, b, and c listed below. Permission will be granted providing proof can be established to the satisfaction of the District, that a personal necessity does exist. Personal necessity shall be based on the following conditions:
  - a. Death of a member of his/her immediate family when additional leave is required beyond that provided in Bereavement Leave, or serious illness of a member of his/her immediate family as defined in this leave;
  - b. Accident involving the property of his/her person, or the person or property of a member of the immediate family as defined in this leave;
  - c. Attendance at high school, college, and/or university level graduation exercises for a member of the immediate family as defined in this leave;
  - d. Attendance at a funeral of a close friend;
  - e. Observance of no more than one nationally recognized religious holiday other than those scheduled on the teacher work year calendar in Appendix N, O, P and Q;
  - f. Any other reason which may be prescribed by the Board of Education.
3. If the teacher receives remuneration for participation in the function or event, it will not cause the request to be denied, but the leave will be revised to non-pay status proportionate to the remuneration received.
4. The definition of “immediate family” as used here means the mother, father, brother, sister, stepparent, grandmother, grandfather, aunt, uncle, niece, nephew, or grandchild of the teacher or of the spouse of the teacher, and the spouse, domestic partner (as defined by law), son, son-in-law, stepchild, brother-in-law, sister-in-law of the teacher or any relative living in the immediate household of the teacher.
5. The days allowed shall be deducted from and may not exceed the number of full days of the illness leave to which the teacher is entitled.

#### J. PAID JURY DUTY

1. The school district shall pay the per diem salary for any teacher’s initial day of legally required jury duty and provide a substitute for that day only. The school district shall not pay for any subsequent days of required jury service.

K. PERSONAL BUSINESS LEAVE

Up to a maximum of four (4) days per year may be utilized in this section for Personal Business. A teacher who requests Personal Business leave must do so at least one (1) teacher workday in advance. No request for Personal Business leave shall be granted during the first or last week of school, not any day immediately proceeding or following a holiday; a legal or local holiday as enumerated in the applicable teacher work year calendar in either Appendix N, O, P and Q. Any leave days utilized are subtracted from Personal Necessity days and hence from accumulated Sick Leave.

L. MATERNITY AND CHILD CARE LEAVE

1. MATERNITY

- a. Maternity leave shall be granted, upon written request, for the balance of the school year and will be granted for one additional year upon the request of the teacher. This leave is without pay.
- b. During the period of time in which the teacher is certified by her physician as being physically disabled and unable to perform her regular duties due to pregnancy, miscarriage, and childbirth and recovery there from she shall be permitted to utilize her benefits under the Sick Leave Section of this Article.
- c. A teacher may work during the pregnancy until the date of disability, as certified by the teacher's attending physician.

2. CHILD CARE LEAVE

A leave of absence shall be granted to a teacher without pay for the purpose of raising his/her natural or adopted child, for one year. Upon written request, an extension of one year may be granted.

M. MILITARY LEAVE

1. Teachers who enlist or are called into the armed forces of the United States shall be entitled to the benefits of Sections 45059-45060 of the California Education Code and Sections 395.1 and 395.4 of the Military and Veterans Code.
2. Teachers shall receive one-tenth of the annual salary established for their position for the first thirty (30) days of such military service, in accordance with the above listed code sections.

N. PEACE CORPS

A leave of absence, not to exceed two complete school years, may be granted to any teacher

who is accepted for service in the Peace Corps. Upon return to the service of the District, said teacher shall be granted salary step credit for the period of time the teacher was on leave and shall have any sick leave and unused vacation benefits restored.

An incomplete probationary period, if any, must be completed upon reinstatement.

O. PUBLIC OFFICE

Leave of absence to hold public office may be granted by the Board of Education for a period of time to be determined by the Board.

P. SICK LEAVE

1. The purpose of sick leave shall be for physical and mental disabilities which make the teacher's presence impractical.

2. AMOUNT

For the 2006-2007 school year, Teachers shall be provided ten (10) days of paid sick leave per year (one day per month). Counselors who work nine (9) extra days shall be provided eleven (11) paid sick leave days per year.

Effective July 1, 2007, Teachers shall be provided thirteen (13) days of paid sick leave (including three (3) days formerly allocated to Family Illness Leave) per year (1.3 days per month). Counselors who work nine (9) extra days shall be provided fourteen (14) days of paid sick leave per year (1.4 days per month).

3. ACCUMULATION

The amount of leave not taken each year under the provisions of this policy shall be accumulated from year to year.

4. LIMITATIONS OF PAY - PERMANENT AND PROBATIONARY TEACHERS

Permanent teachers who are absent due to illness, or accident and who have used their current and accumulated sick leave, shall be paid the difference between their gross per diem salary rate and that of a substitute teacher or, if no substitute teacher were employed, the amount which would have been paid to the substitute teacher had one been employed, for five (5) school months. The five (5) school months or end of the school year period shall begin after the current and accumulated sick leave has been utilized. A permanent teacher who is absent for less than five (5) school months when the school year ends, and continues to be absent due to illness or injury, shall at the beginning of the subsequent new school year, receive his/her ten (10) days of current sick leave for that new school year and the balance of the five (5) months brought forward from the prior year. Following the five (5) school months of differential pay, the permanent teacher shall be on unpaid leave status and

placed on a thirty-nine (39) month reemployment list.

Probationary teachers who are absent due to illness, or accident, and who have used their accumulated sick leave, shall be paid the difference between their per diem salary rate and that of a substitute teacher, or, if no substitute teacher was employed, the amount which would have been paid to the substitute teacher had one been employed for the period of five (5) school months.

Following the five (5) school months of differential pay, the probationary teacher shall be on an unpaid leave status if retained by the district and placed on a twenty-four (24) month reemployment list.

5. HOURLY TEACHERS

Regularly employed hourly teachers will be credited with one (1) hour of sick leave for each eighteen and three-tenths (18.3) hours of pay. Unused sick leave will accumulate from year to year.

Earned sick leave for hourly employees will be paid on the basis of the average number of hours of their specific assignment. Payment of sick leave cannot exceed the amount of sick leave accumulated to the day of absence.

6. DISABILITY LEAVE

The District shall grant a leave of absence to any teacher who has applied for a disability allowance from the State Teacher's Retirement System. This leave shall not exceed thirty (30) days beyond the final determination of the disability allowance. If the teacher is determined to be eligible for the disability allowance by STRS, such leave shall be extended for the term of the disability, but not for more than thirty-nine (39) months.

7. REPORT ON UNUSED SICK LEAVE

The District shall provide each teacher with an accounting of the number of days of sick leave he/she has accumulated, plus the number of days to which the teacher is entitled for the current school year. This accounting shall be given to the teacher by the end of the first school month of each year.

8. DONATED SICK LEAVE

a. Certificated employees may donate sick leave to another member of the certificated employee bargaining unit who qualifies for leave due to an unforeseen event affecting the employee's health, and the employee has exhausted all fully paid leaves of absence.

b. Employees who choose to donate sick leave may donate from his/her accrued

sick leave.

- c. For this situation, sick leave donation shall be made in terms of days and shall be utilized in terms of days.
- d. Employees who would like to donate sick days to a specific employee must complete a Sick Leave Donation form and return said form to the Human Resources Office.
- e. Donations will be transferred to the recipient as needed in the order they are received by the Human Resources Office. Donated sick leave not used by the recipient shall be returned to the individual donors by the end of the fiscal year in question.
- f. The recipient of donated sick leave shall be required to exhaust sick leave as it is credited during the absence due to the unforeseen event.
- g. Donated sick leave used by the recipient shall run concurrently with the five (5) month differential pay as outlined in Article XXII. Leaves of Absence, Section P, Sub-section 4.
- h. Nothing in this section shall be interpreted to entitle an employee to a leave of absence, with or without pay. Entitlement to leave shall be regulated by other applicable provisions of this Agreement.

Q. SPECIAL OBLIGATION

- 1. In order to participate in a lawful function or event which a teacher conscientiously feels is unavoidable and indispensable to him/her, a one day leave of absence with pay each year, non-accumulative, may be allowed provided that:
  - a. The function or event is imposed because of an obligation resulting from the teacher's rank, status, or conviction, and
  - b. The teacher notifies his/her supervisor before the end of the working day prior to his/her intended absences, and
  - c. The administrator or supervisor feels that to remain at work would impair the teacher's job effectiveness; and
  - d. A suitable substitute or other provision for coverage can be made that is mutually agreeable to the teacher and the administrator or supervisor, and
  - e. The teacher receives no remuneration for participation in such function or event, and

- f. Participation in the function or event can occur only during working hours, and
- g. The teacher returns to work the same day, if arranged in advance, and if such participation does not require absence of the full working day, for which no less than 2 day will be chargeable as Special Obligation Leave, and
- h. In no case will such participation be recreation in nature, and
- i. No leave will be approved that is provided by any other provision of Policies and Bylaws and Rules and Regulations of the Norwalk-La Mirada Unified School District nor for purposes prohibited therein.

R. UNPAID LEAVES

A leave of absence for a maximum of one school year, without pay, may be granted to teachers for any reason deemed acceptable by the Board of Education.

Leaves may be extended for one year by the Board of Education if an acceptable reason is provided.

## ARTICLE XXIII

### SUMMER SCHOOL TEACHERS

- A. Information relative to summer school teaching positions available each year shall be distributed by the Office of Human Resources, within the District by May 15. This information shall include all District required duties, programs, and assessments that are relevant to the teaching assignment. This information shall be distributed to each site and shall be posted in a conspicuous place on a bulletin board at each respective site. A deadline shall be advertised for the filing of applications from teachers for all such summer school teaching jobs.
- B. Appropriate summer school teaching position application forms shall be provided by the District and shall be available to teachers upon request from each respective building site administrator or designee. Completed applications shall be filed directly with the Office of Human Resources by June 1.
- C. Selection and appointment of District summer school personnel shall be the direct responsibility of the Administrator of Human Resources or his or her designee in compliance with this article. Selections will be made and announced by June 15.
- D. Regularly employed teachers of the District shall be given preference over teachers outside the District for summer school placement. A current satisfactory evaluation of regular teaching performance is required for consideration for summer school teaching assignments. It is understood that the latest evaluation received by the teacher is the basis of determining satisfactory status.
- E. Teachers selected to teach summer school, commencing with the summer of 1984, shall teach no more than two consecutive years in a row. The only exception to this provision would be if no other teachers within the District are qualified to teach a particular summer school assignment, or no other qualified application has been filed for a particular summer school teaching job, and a vacancy still remains to be filled. The intent of the section is to periodically rotate summer school teaching positions among all qualified applicants.
- F. Regular and Special Education Summer School Teachers and Nurses shall be required to work a four (4) day work week with the following minutes per summer school day:

At the Elementary School Level - 325 Minutes.

At the Middle School Level - 325 Minutes.

At the High School Level - 343.75 minutes.

All teachers and nurses shall be provided assigned duty free physical relief breaks of no less than twenty (20) minutes total per day inclusive of passing. The schedule of the break(s) shall be determined by each site.

All Regular and Special Education Summer School Teachers and nurses shall be paid the daily rate enumerated in Appendix I of this Agreement.

## ARTICLE XXIV

### WAGES

- A. The Salary Schedule and Extra Pay rates applicable to all teachers are set forth in Appendices A through K.
- B. The payroll period shall be defined as monthly (tenthly) and salary payments shall be made not later than the last working day of the calendar month teachers are required to work, except December and June.

For December only, the following teacher initiated options shall prevail. If the teacher is signed up for direct deposit of his/her payroll warrants, then the December payroll warrant should be deposited to each such teacher's receiving account by the last District Office working day in December.

If the teacher has not signed up for direct deposit of his/her pay warrants, the December warrant will be paid in one of these ways:

1. The warrant will be dispensed from a location at the District Office.
2. The warrant if not claimed under (1) above will be held until the first teacher working day and will be dispersed in the regular manner.

For June, a teacher will be paid on June 30, or the last week day prior to June 30, if June 30 falls on a week-end, in one of these ways:

1. The warrant will be dispensed from a location at the District Office.
2. The warrant will be mailed to the teacher's home.

Salary payment for services in addition to the teacher's regular assignment shall be made within a reasonable time period following the time that the service was completed.

- C. Assignments of teachers to scale will be in accordance with Appendix L.
- D. Teachers who are required/directed to return to work for the District for any purpose on days not scheduled as regular work days on either the regular Teacher Work Year Calendar or the Glazier and Cesar Chavez Elementary School Alternative Teacher Work Year Calendar, as exhibited in Appendices N and O, shall be paid at each teacher's respective per diem rate, for each such extra day worked.

A full workday for these purposes is defined as 6.5 hours excluding lunch. Workdays of less than 6.5 hours will be prorated.

- E. Teachers who have completed fourteen (14) or more years of full-time paid service to the District shall receive an additional anniversary increment. The amount shall be reflected in the basic teacher salary schedule.
- F. Teachers who have completed nineteen (19) or more years of full-time paid service to the District shall receive an additional anniversary increment each year. The amount shall be reflected in the basic teacher salary schedule.
- G. Teachers who have completed twenty-three (23) or more years of full-time paid service to the District shall receive a second additional anniversary increment each year. The amount shall be reflected in the basic teacher salary schedule.
- H. Teachers who have completed twenty-nine (29) or more years of full-time paid service to the District shall receive a third additional anniversary increment each year. The amount shall be reflected in the basic teacher salary schedule.
- I. Each fiscal year the District shall pay each teacher with either a Ph.D. or Ed.D. Degree, a bonus sum in the amount of \$1,000 per each fiscal year. Said bonus amount shall be added to each eligible teacher's tenthly salary warrant and be subject to the State Teacher's Retirement System employee-employer retirement contributions.

In addition, the parties agree that teachers with Ph.D. or Ed.D. Degree will register the degree with the Division of Human Resources so that the bonus can be paid. In order to receive the bonus, each teacher will have to provide the School District with a photocopy of the respective Ph.D. or Ed.D. Degree, or a transcript clearly showing the attainment of a Ph.D. or Ed.D.

- J. Teachers who are required and authorized by the site administrator to use their personal automobiles in performance of their duties shall be reimbursed at the rate of maximum rate allowed per mile by regulation of the Internal Revenue Service.
- K. The District shall not pay any salary rate or extra-duty stipend to any member of the certificated employee bargaining unit, that is not included in either Appendix I, J, or K, of this Agreement. This provision shall include the allocation of Renewal Funds granted to each school site for program renewal.
- L. The basic teachers salary schedule shall be structured on the basis of equal three and three-tenths percent (3.3%) incremental increases between all steps on the schedule and equal five percent (5%) incremental increases between all scales on the schedule. The last salary increments before anniversary increases for longevity are Scale 1, Step 9; Scale 2, Step 10; Scale 3, Step 11; Scale 4, Step 12; and Scale 5, Step 12.

Anniversary increments for longevity are listed below:

- 1<sup>st</sup> Anniversary – Step 15 3.2% less than Step 20 Increment
- 2<sup>nd</sup> Anniversary – Step 20 6.4% increase over last Salary Increment as noted above
- 3<sup>rd</sup> Anniversary – Step 24 4.9% increase over 2<sup>nd</sup> Anniversary
- 4<sup>th</sup> Anniversary - Step 30 4.9% increase over 3<sup>rd</sup> Anniversary.

- M. The District shall provide a process under which each certificated employee, at his/her option, can cause his/her monthly pay warrant to be directly deposited to the respective teacher's personal checking account in the bank or credit union of his/her choice.
- N. Effective July 1, 2006, the District shall provide a 5.25% salary increase to the teachers' salary schedule except for schedule J and K.
- O. The parties agree to negotiate the 2007-2008 and 2008-2009 Wage Increase and 2007-2008 and 2008-2009 Teacher Work Year Calendars. Negotiations on the successor teacher work year calendar shall commence on April 1, 2007.

ARTICLE XXV

ALLOCATION OF LOTTERY FUNDS FOR BUILDING RENEWAL

A. RATIONALE FOR THE ALLOCATION OF LOTTERY FUNDS FOR THE SHARED DECISION MAKING PROCESS

The District and TANLA agree that programs and processes require financial support in order to function effectively. To that end the following agreements have been reached regarding the allocation of a percentage of the lottery funds received by the District in order to facilitate school site projects and the District wide implementation of the Shared Decision Making Process.

B. SITE ALLOCATION OF LOTTERY FUNDS

1. \*Twelve percent (12%) of the total California Lottery Funds received by the District each fiscal year, less a sum of Fifty-Thousand dollars (\$50,000.00) shall be allocated to each school site for use in the attainment of goals and programs established in the site's School Improvement Plan. These funds shall be included as a separate line item in the school site's budget and shall be under the administration and control of the site's Shared Decision Making Council. (SSC/SDMC)
2. All lottery funds shall be allocated to the schools on a per year ADA basis using the prior year's funded rate for Lottery Funds. (i.e. - \*Twelve Percent (12%) of Total Lottery Funds minus Fifty Thousand Dollars (\$50,000.00) divided by District ADA yields a per student dollar amount. Each school's ADA is then multiplied by the derived dollar amount and that determines the allocation for each individual school.)
3. These funds may be expended on any legal and instructionally appropriate items, materials, programs or other necessary supplies and equipment that will assist the school in the attainment of improved instructional and educational environment for the students.
4. Should these lottery funds be utilized to provide additional instructional days or hours for teachers, any teacher who volunteers to work such extended days or hours shall be paid at the teacher's per diem rate of pay. All teachers at a site must be given an equitable opportunity to provide such service when such service is utilizing this funding source for payment.
5. Should a school fail to allocate the Lottery Funds by December 15 of the current school year, then said funds shall be returned to the District.

C. DESIGNATED ALLOCATION OF THE REMAINING FIFTY THOUSAND DOLLARS (\$50,000.00)

The remaining Fifty Thousand (\$50,000.00) shall be utilized in the following manner:

1. The District shall be permitted to return Twenty-Six Thousand One-Hundred Dollars (\$26,100.00) to the General Fund of the District to assist in offsetting expenses resulting from the full-time release of the President of TANLA. This return of funds shall continue yearly provided the President of TANLA is maintained in a fully released category.

## ARTICLE XXVI

### HEALTH AND WELFARE BENEFITS

#### A. FOR THE TERM OF THIS AGREEMENT:

In order to fund expenses of health plans (health insurance, dental insurance, life insurance and vision insurance) for eligible employees and dependents, the District agrees to contribute annually a total amount equal to \$8,500 per benefited employee contribution effective February 1, multiplied by the number of benefited employees to a fund to be designated the Health and Welfare Self Insurance fund (an internal service proprietary fund).

All costs attributable to employee health benefits will be expensed to this fund. Any surplus funds at year-end shall remain in the fund for the following year to defray any future increases in health benefit costs, which may occur. Any rebates of payments shall accrue to the Health and Welfare Self-Insurance Fund.

Should health benefit costs exceed the funds in the Health and Welfare Self-Insurance Fund, the expenses in excess of funds available will be borne by all eligible active employees on a sliding scale tied to the health benefit plan option selected by the benefited employee (employee, employee + one and family).

A Health Benefit Committee, comprised of representatives of employee bargaining units and management, is charged with the task of annually reviewing the District's health insurance plans and recommending changes. The following health and life insurance plans will be provided:

##### 1. Health Insurance

The District shall continue to provide the following five health insurance plans for employees:

Option A - Blue Cross - a fully insured Preferred Provider Organization.

Option B - Kaiser (High Option) - a Health Maintenance Organization

Option C - Blue Cross - a Health Maintenance Organization, Cal Care.

Option D - Kaiser (Low-Option)

Option E - Blue Cross Power Select - a Health Maintenance Organization

##### 2. Dental Insurance

The District shall offer coverage under the Delta Preferred Dental Program to include spouses, domestic partners (as defined by law), and dependents. The District shall continue to offer the Delta Care PMI Program.

##### 3. Life Insurance

The District shall offer a life insurance policy, which shall have a death benefit of twenty-five thousand dollars (\$25,000) through a fiscally responsible carrier. This policy shall not be a decreasing term policy.

4. Vision Insurance

The District shall provide teacher and eligible dependents with Vision Service Plan C, with no deductible, at no cost to the teacher.

5. Adult School teachers shall receive Health and Welfare benefits in accordance with Article XX, Adult Education Teacher.

6. Home teachers shall receive fringe benefits in a manner consistent with past practice.

7. Teachers paid on an hourly basis are not eligible for Health and Welfare Benefit coverage except as provided in Article XX, Adult Education Teachers.

8. Annually, the District and the Association may mutually agree to modify any provisions of the insurance plan as well as to seek quotes from other insurance carriers.

B. Teachers who work a complete school year shall have Health and Welfare benefits under the District's Health and Welfare benefit program effective through the last day of September, in accordance with the insurance company's policy with the District. Teachers who are employed subsequent to the first day of the school year and who sign the appropriate enrollment forms by the tenth (10<sup>th</sup>) of the month shall have Health and Welfare benefits commence at the beginning of the second pay period following the signing of the forms.

C. Effective September 1, 1997, and thereafter, there shall be no established maximum lifetime benefit cap for any teacher or individual eligible dependent enrolled in the district sponsored Blue Cross Health Plan.

D. Teachers who terminate their employment prior to the close of the school year shall have the District's Health and Welfare benefit programs through the last day of the month in which the termination occurs, in accordance with the insurance company's policy with the District.

E. Teachers shall continue to be covered under the District's Health and Welfare benefit program through the last day of December during the year of which this contract terminates.

F. A teacher may add or subtract dependents to their selected Health and Dental Insurance program at any time during the school year by completing the necessary forms in the Office of Human Resources, providing that the Insurance Carrier will accept the application. Any person requiring a second addition during the year, other than for purposes of a newborn or adopted child or new spouse or domestic partner (as defined by law) or family because of new spouse or domestic partner (as defined by law), will be assessed a one-time only charge equal to one-half of the insurance cost for that month.

- G. Upon the death of a teacher, the coverage for the District paid health and accident plan in effect at that time shall remain in effect for the teacher's eligible dependents for three (3) months after the end of the month in which the death occurred.
- H. The District shall pay complete medical insurance costs (excluding dental, vision, and life) for the teacher who has served the District six (6) complete years and spouse/domestic partner, if any, at date of retirement, from the date of retirement for a period of five (5) years or to the age of 65, whichever comes first. The retiree shall remain enrolled in the medical plan he/she was enrolled in during the last year of employment if available, but may switch to another sponsored medical insurance plan during the open enrollment period. Benefits due to any surviving spouse or domestic partner (as defined by law) are defined under Section I. of the following paragraph.

Employees who retire after June 30, 2006, will make the same contributions as active employees for medical benefits, based on the plan selected. (For retirees this is a medical plan only (no vision, dental, or life).

- I. Upon the death of a teacher or retired teacher having served the District twenty (20) years or more, any surviving spouse or domestic partner (as defined by law) shall have the option to enroll or continue health insurance coverage available through the District at no cost to the District.
- J. During the term of this agreement, any teacher who retires shall have the opportunity to enroll in a District medical insurance at no cost to the District. The retired teacher shall have the opportunity to continue medical insurance at his/her cost, for life.

Coverage may be, at the retired teacher's option, for the teacher and eligible spouse/domestic partner.

- K. For married couples employed by the District and entitled to health and welfare benefits, or retired with benefits, the District will provide one plan with no employee contribution for premiums. For retirees this is a medical plan only (no vision, dental, or life).

## ARTICLE XXVII

### PROGRESSIVE DISCIPLINE AND JUST CAUSE

#### A. DISCIPLINE

1. No unit member shall be disciplined absent “just cause” and according to the principles of “progressive discipline.”
2. The District shall keep all information or proceedings regarding any such actual or proposed discipline confidential.
3. Progressive discipline and correction shall include, but not be limited to, the following:
  - a. Any verbal warning given to a unit member shall include a clear and concise statement of the applicable employment standard or standards of which the unit member has been accused of failing to comply with, and the unit member shall be informed as to the consequences of continued non-compliance or a repeat offense.
  - b. No written notices shall be given to any unit member unless he or she has first been given a verbal warning about a similar action or infraction within the past one (1) year.
  - c. No written reprimand shall be given to any unit member unless he or she has been given one (1) written warning about a similar action or infraction within the past year.
  - d. All such verbal and written notices shall be based on substantiated evidence.
  - e. In all cases where a unit member’s job performance is at issue, the District shall provide a real and continuing program of positive assistance to the unit member to overcome the alleged deficiencies. Such positive assistance shall include, but not be limited to, in-service training, conferences and workshops, demonstration teaching and classroom visitations, and other appropriate activities directly related to the alleged deficiencies. These shall normally occur on District time and at District expense.
  - f. The Association shall be afforded the right to represent the unit member at all stages in the progressive discipline process and the unit member shall have the right to request representation and action by the Association.
4. In cases of serious misconduct, the foregoing remedial steps need not be taken, and the District may advance the level of discipline such that it is appropriate to the level of misconduct. Serious misconduct that may warrant such action shall include willful, wanton, or deliberate violations of District policies or other significant

employment standards.

5. In the case of the suspension of a bargaining unit member, such suspension shall be with pay pending the final outcome of the disciplinary proceedings or without pay if so authorized under provisions of the California Education Code.
6. Should the final outcome of a discipline proceeding result in suspension of the unit member, such suspension may be without pay, but shall not reduce or deprive the unit member of health and welfare benefits until the time of separation or dismissal from the District.
7. The parties to this Agreement recognize that emergency situations can occur involving a clear, present and serious danger to the health and welfare of employees under which the Education Code authorizes the use of emergency suspension. In cases of emergency suspension, the District shall serve notice and statement of the charges supporting the emergency suspension.
8. This Article shall not reduce the rights of permanent bargaining unit members contained in Education Code 44932 and 44944.
9. Public charges or complaints against a bargaining unit member shall be handled in accordance with the directives and procedures established in Norwalk-La Mirada Unified School District's Board Policy 1340.

## ARTICLE XXVIII

### JOB-SHARE OR SHARED EMPLOYMENT CONTRACT

- A. Job-sharing shall refer to two (2) unit members on regular contracts sharing one (1) teaching assignment.
- B. Two unit members may share a job share assignment for a minimum of one (1) year.
- C. Applications for a job-sharing assignment for the following school year shall be filed with the District no later than April 1.
- D. Job Share Agreements shall not be denied except for just cause based on educationally sound reasons and such reasons shall be reduced to writing upon the applicants request in the case of the denial of an application to participate in a job-sharing arrangement. Should the unit member believe that such reasons are not accurate or misrepresent the issues in question, the site administrator, representative(s) from the District administration, the unit member(s), and a representative(s) of the Association shall meet to discuss the reasons cited for the denial to determine their validity. Final decisions regarding job share shall rest with the District.
- E. Notwithstanding other provisions of this Agreement, job-sharing unit members' wages, benefits, and paid leaves shall be prorated relative to the actual time worked.
- F. The health and welfare benefits may be divided up such that each employee receives fifty percent (50%) of the District contribution toward the benefit package of each job shared or the job sharers may divide the benefit package between themselves in a mutually agreeable manner. In no case will the District be required to contribute additional funding beyond what would have been contributed if the assignment was staffed by one teacher.
- G. Once the job-share contract has specified how the benefits are to be divided, that decision is binding and non-revocable for that school year. However, in no event shall the amount of health and welfare benefits for the job-sharers exceed the amount the District would have paid if the position had not been shared.
- H. Unit members participating in job share shall advance one year of service credit if the job share unit member works a minimum of 50% of the previous school year. Evaluation for service credit advancement shall take place once per year, on July 1. Job share unit members having worked less than 50% shall receive no service credit advancement nor can they accumulate advancement service credit by adding multiple years of job share work.
- I. Unit members entering into a job-sharing arrangement shall complete the Certificated Partnership Teaching Agreement mutually developed by the Association and the District.
- J. Upon the request of the two bargaining unit members, and the approval of the site administrator, a job-sharing assignment may be renewed provided the two unit members notify the District prior to April 1. In the event the two unit members fail to notify the District to continue the job-sharing assignment, or in the event the District does not approve the continuance of the assignment, the unit members shall be returned to full-time assignments.

- K. Only permanent (tenured) employees shall be eligible to participate in job-sharing assignments effective August 1, 2000. However, unit members who are already in established job-share assignments as of August 1, 2000, and who are not permanent employees shall have the ability to continue in such job-share assignments.
- L. In the event that one job-share participant fails to complete the school year in a job-sharing assignment or requests removal from the job-sharing partnership, it shall be the responsibility of the other job-sharing partner to return to full time employment until an acceptable replacement is secured or until the conclusion of that school year, whichever occurs first.
- M. It shall not be the responsibility of the District or the Association to secure job-share partners for those individuals who wish to establish a job-sharing partnership. That responsibility shall rest solely with the individual(s) who wish to enter into a job-sharing partnership.
- N. At the conclusion of a job sharing assignment, if the certificated position still exists or is projected to exist, the partner teacher with the greatest seniority shall remain at the site and the displaced teacher shall be assigned to available openings in the District, prior to teacher initiated transfer, Article XII, C.

In the event that the certificated position does not exist, or is not projected to exist, then both partners shall be assigned to available openings in the District, prior to teacher initiated transfer, Article XII, C.

## ARTICLE XXIX

### SPECIAL EDUCATION PROGRAMS AND PROCEDURES

- A. The District shall not normally require a unit member to extend their normal hours of employment in order to participate in the development or review of an Individual Education Program (IEPs). Should an individual unit member have cause to believe the District is not making a good faith effort to adhere to the practice of scheduling IEPs during a time that does not require the extension of their work day, that unit member may request meeting with the Director of Special Education and a representative of the Association. Should that meeting result in a finding that supports a pattern of over utilization of the extension of the individual member's normal workday, then an arrangement shall be made that will provide the unit member with additional compensation.
- B. Counsel retained to represent the District in any fair hearing or other due process procedure that requires the participation of bargaining unit members, shall consult with the unit member prior to the hearing or procedure regarding preparation for the hearing or procedure.
- C. Adaptive Physical Education teachers shall not normally be required to provide service at more than five (5) school sites.
- D. Members of the certificated bargaining unit shall not normally be required to provide custodial/restroom/medical care to their students unless the provision of such care was described in their respective job description and/or is part of the student's curriculum or IEP and was explained prior to their acceptance of their employment. When such services and/or care is required, appropriately certified, trained and/or qualified individuals shall only deliver such care.
- E. In order to regularly monitor student/teacher ratios in the Special Education classrooms, a Special Education Task Force Team will be established. The team will meet monthly to review the Special Education staffing ratios for the Severe and Non-Severe classes, as well as monitor the DIS caseloads. The team may make recommendations to the Director of Special Education regarding Special Education caseload numbers and staffing ratios. The task force team members will serve a two year term and consist of three (3) certificated teachers chosen by the Association and three (3) administrative members. In addition, the District agrees to remove the Visually/DHH classrooms from the overall Severely Handicapped staffing ratio.

F. The District shall utilize the following staffing ratio for the staffing of the Special Education Program:

<b>CATEGORY</b>	<b>Allocation of Teaching Positions</b>	<b>Number of Students Identified</b>
Special Day Classes:		
Non-Severely Handicapped (Learning Handicapped, Mildly Retarded, Language Disordered)	1	14
Severely Handicapped (Orthopedically Handicapped, Moderately or Profoundly Retarded, Multi-handicapped)	1	10
Aurally Handicapped, Visually Handicapped	1	10

<b>CATEGORY</b>	<b>CASELOADS</b>
Resource Specialist	Maximum of 28
Language Speech Specialist	Maximum of 55
DIS/Adaptive P.E.	Maximum of 55
Inclusion Specialist	Maximum of 20

## ARTICLE XXX

### EL CAMINO HIGH SCHOOL, SITE SPECIFIC PROGRAM GUIDELINES AND PROGRAM OFFERINGS

- A. Article 14, Section D of the contract shall be waived and replaced with the following: Each teacher shall teach six (6) consecutive periods of forty-five (45) minutes in length followed by a seventh period preparation period of forty-five (45) minutes in length.
- B. It is mutually agreed to that provisions in Article 14 regarding extra pay for teaching a sixth period shall not apply.
- C. Should the District be unable to provide substitute coverage for an absent teacher, the students assigned to that teacher shall be equitably distributed among other teachers. As compensation for providing coverage for the additional students, each teacher who received additional students shall receive a percentage of the substitute pay. That percentage shall be determined as the daily rate of substitute pay divided by the number of teachers that received students from the absent teachers classroom.
- D. The District shall make a good faith effort to maintain the maximum class size per period, per teacher, at a total of thirty (30) students, or below. No class size shall exceed thirty-five (35) students per period. Should an individual class size exceed thirty-five (35) students, an immediate meeting shall be scheduled between the site administrator, the teacher, and the TANLA Representative to arrive at a mutually acceptable resolution to the class size issue.
- E. This agreement shall remain in effect for the 2006-2007 school year. This program shall be reviewed in May 2007 in order to assess the position of the staff of El Camino High School regarding the continuance of the program for the school year 2007-2008. Approval of the Superintendent shall also be required for this program to be continued.
- F. All other provisions of the Master Agreement between the Board of Education of the Norwalk-La Mirada Unified School District and the Teachers Association of the Norwalk-La Mirada Area shall remain in force. Minor unforeseen circumstances unique to this program shall be collaboratively resolved through a consensus decision-making process.

## ARTICLE XXXI

### CONFORMITY TO LAW

If any provision of this Agreement, or any application thereof to any teacher, are held to be contrary to law by a court of competent jurisdiction, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other provisions will continue in full force and effect.

## ARTICLE XXXII

### SUPPORT OF AGREEMENT

The Association agrees that there shall be no strikes, work stoppages, slowdowns, or other concerted refusals by teachers in the bargaining unit to perform work during the term of the Agreement. The Association, as defined in Article I, Agreement, shall make all reasonable efforts to induce members of the negotiating unit to conform to this Article.



































## APPENDIX L

### SALARY POLICY

#### A. ASSIGNMENT TO TEACHERS' SCALE

1. Scale 1 – Bachelor's degree and a regular credential.
2. Scale 2 – Bachelor's degree and a regular credential plus (1) thirty semester hours of upper division or graduate work with a grade of C or better, earned after the granting of the Bachelor's degree, or (2) earned Master's degree and/or Jurist Doctorate (J.D.).
3. Scale 3 – Bachelor's degree and a regular credential plus forty-five semester hours of upper division or graduate work with a grade of C or better earned after the granting of a Bachelor's degree.
4. Scale 4 – Bachelor's degree and a regular credential plus sixty semester hours of upper division or graduate work with a grade of C or better, earned after the granting of a Bachelor's degree, including the granting of a Master's degree and/or Jurist Doctorate (J.D.), or a Bachelor's degree and a regular credential plus seventy-five semester hours of upper division or graduate work with a grade of C or better without a Masters degree.
5. Scale 5 – Bachelor's degree and a regular credential plus seventy-five semester hours of upper division or graduate work with a grade of C or better, earned after the granting of a Bachelor's degree, including the granting of a Master's degree and/or Jurist Doctorate (J.D.).

All degrees, upper division units and graduate semester hours mentioned above must be taken at an institution whose courses are accepted for credentialing purposes by the California State Department of Education.

#### B. INITIAL PLACEMENT

1. For teachers hired after July 1, 1986 prior public school teaching experience is credited on a year-to-year basis up to a maximum of thirteen years. A school year shall be defined at 75% of the teaching days within each year. A long term substitute teacher who qualified with respect to the required number of days constituting a school year may receive credit on the schedule in the same manner as a regular teacher. To receive maximum credit a teacher must have been employed in consecutive years without a break in service. If there is a break in consecutive years of service, the district will review the last five years of service and place the teacher on the next step. This experience must have been obtained within the last five years of service and place the teacher on the next step. No more than one step credit will be granted for one year of teaching.

If the Superintendent or his/her designee wishes, a break in service may be reviewed for purposes of credit placement.

2. Teachers entering the system who have experience in private schools in the United States shall be granted credit for this experience as other teachers new to the District, with the following conditions:
  - a. The experience must have been in schools which are acceptable to the State Department of Education for credentialing purposes.
  - b. The teacher must have had a valid teaching credential during the teaching experience.
3. Speech Language Pathologists entering the system, who have prior public or private school experience, or hospital experience, shall be granted credit for this experience for initial placement on the salary schedule. Any Speech Language Pathologist who was not previously accorded such credit for this type of prior acceptable employment experience for initial placement on the salary schedule shall be granted such credit effective September 1, 1990, and thereafter.
4. Teachers returning from leave of absence without pay shall be placed upon the appropriate salary step which they had earned prior to their departure for leave.
5. Teachers returning from leave of absence with pay shall receive the normal increment as though he/she had not been on leave, providing that normal increments have been negotiated.
6. A teacher on an unpaid leave because of military obligations shall be granted one year credit for each year of military service, provided that normal increments have been negotiated each year the teacher is absent from his district responsibilities.
7. Any teaching experience accrued in a foreign educational system will not receive salary credit for those years of experience.

#### C. VERTICAL AND HORIZONTAL MOVEMENT

1. Teachers who serve less than the required annual number of working days for regular full-time teachers in their classification, shall receive salary in the ratio that the number of days actually served bears to the total number of annual working days for that classification. Notwithstanding the above, teachers who serve for one full school semester, shall receive not less than one-half the annual salary applicable to their scale and step.
2. Mandatory deductions from gross earnings are those required by law and include Federal and State Income Tax, and State Teachers Retirement System.

3. Option deductions are those deductions the teacher may elect to have taken from his/her gross earnings. Such deductions are made for items and services that are, from time to time, made available to the teachers by Board action. Optional deductions must be initiated in writing by the teacher. This authorization shall remain in effect continuously until the District receives from such teacher written notice withdrawing the authorization for the deduction.

4. Vertical Movement

- a. All teachers shall advance one vertical step on the salary schedule for each year of service, except those whose placement is at the maximum step for their scale.
- b. Teachers who have been employed in the regular educational program of the District as probationary or permanent members before being subsequently assigned to programs conducted under contract with public or private agencies or other categorically funded projects will be entitled to continue on the salary schedule for each year of service while assigned to such restricted programs.

5. Horizontal Movement

- a. All courses taken for salary schedule advancement must be:
  - 1) Directly related to the individual teacher's assignment or
  - 2) Part of a program leading to any credential or advanced degree.
- b. Teachers may advance from one scale of the salary schedule to another after initial rating in, if the following criteria are met:
  - 1) All course work shall have a grade of C or above or passing in pass/fail graduation or credit in credit/noncredit graduations.
  - 2) All course work, post-graduate, graduate or upper division level taken from four-year colleges, universities or graduate schools accredited teacher training institutions, accepted by the State of California, must be in the areas listed below:

Category A

Anthropology  
Bilingual Education

History  
Mathematics

Business Education

Music(excluding Music Appreciation)

Computer Science/ Technology	Political Science
Education	Psychology
English	Reading
Environment Studies	Science
Ethnic Studies	Sociology
Geography	Speech

Category B

(May be taken only by those certificated personnel teaching in that subject.)

Art	Journalism
Ceramics	Music(including Music Appreciation)
Dramatics	Photography
Handicrafts	Physical Education
Health	Reading
Home Economics	Typing
Industrial Studies	

- c. Unless course work is in Category A or appropriate in Category B, prior approval must be obtained from the Administrator of Human Resources if District credit is to be granted unless the courses are taken for the purpose of securing any credential or advanced degree.
- d. Lower division courses with credit transferable to the University of California or to the State Universities taken from Categories A or B or on a planned program shall require the prior approval of the Administrator of Human Resources.
- e. Credit for units of course work completed for scale change purposes shall be determined as follows:
  - 1) Teachers may earn no more than eighteen semester units per any regular school year ( September - June). For salary advancement purposes the following applies: One (1) quarter unit equals 2/3 of one (1) semester unit.
  - 2) Teachers are free to take as many semester units as they wish during a summer recess if they are not teaching summer school for the Norwalk-La Mirada Unified School District. If a teacher is teaching summer school during a given summer then he/she is limited to taking six units of semester course work to be applied at any one time for scale changes during the course of that particular summer.
  - 3) Nothing, however, shall preclude a teacher from accumulating

more units prior to turning them in for scale change purposes. When more than the prescribed number of allowable semester units has been taken by a teacher than enumerated in the immediately preceding paragraphs labeled A1" and A2" above, the additional units, in excess, shall be credited the following year.

- f. A teacher may submit a transcript at any time applying for scale change. The application, complete with transcript, will be reviewed. Within sixty (60) days after the submission of the documents, and if the evidence meets the requirements described above, a scale change shall be effected.
- g. The teacher shall provide the official transcript or affidavit document to the District as soon as it is available.
- h. The burden of proof training, experience, possession of credentials and other required documents shall lie with the teacher, both for initial placement and for subsequent scale changes. Any error in assignment to scale shall be corrected as soon as the error is verified.
- i. Audited courses will not be accepted as credits valid for salary schedule placement or scale change.
- j. Credit will not be accepted for course work taken in the armed services, except as it was taken in conjunction with an accredited college or university and can be verified through official transcripts subject to the criteria under (b) above.
- k. Course work taken through a foreign university or other institution which sponsors travel tours for credits assigned upper division or graduate status, assigned a course title, and given unit value subject to first paragraph under C above, shall be acceptable. Such foreign university or other institution must be listed in the current edition of accredited institutions of higher learning or one of its regional accrediting commissions.
- l. Course work listed by an accredited college or university as post-graduate credit on a teacher's transcript shall be counted by the District as credits earned beyond the attainment of a four year degree, if those units were not applied toward the attainment of the degree.
- m. If a teacher believes that participation in a lower division course will be of direct benefit to the District and that a similar benefit is not available at an upper division or graduate course level, such teacher may petition in the District for a waiver. Such waiver, if granted, would allow the

units so approved to be counted for advancement on the salary schedule. Prior to the date of enrollment in lower division courses, the teacher must make formal application to the District's Office of Human Resources and receive approval in the form of the aforementioned waiver.

**D. PROFESSIONAL DEVELOPMENT**

All professional development education programs approved for salary schedule advancement by the Office of Curriculum, Instruction, and Staff Development will adhere to the following rules:

1. An employee may request equivalent unit credit for District inservice programs for salary schedule advancement at the rate of one salary credit for each fifteen (15) hours of participation in approved workshops or programs.
  - a. Courses must provide resources, strategies, skills, materials, and information that relate to improvement in the individual's current assignment or which lead to advancement in their area of expertise.
  - b. Courses taken at an accredited university must be verified through an official transcript.
2. No more than five (5) professional development credits may be applied toward salary schedule advancement in one year.
3. College courses which enhance individual professional skills but are not counted toward college degrees or other formal programs may apply.
4. Salary schedule credit may be accrued through the accumulation of District staff development activities only or through a combination of District and university courses.
5. A committee consisting of District and Association members will work together to survey staff needs and to approve appropriate course offerings.
6. Voluntary professional improvement shall be reimbursed:
  - a. Through advancement on the salary scale, or
  - b. Through extra pay for extra hours as agreed to in the extra pay portion of this document.

**NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT  
DIVISION OF BUSINESS SERVICES**

**ALL BARGAINING UNITS**

**HEALTH AND WELFARE BENEFITS  
APPENDIX M  
Effective January 1, 2007**

**Payroll Deduction - Tenthly**

	<u>Employee Only</u>	<u>Employee + One</u>	<u>Employee + Family</u>
KAISER HIGH OPTION/BLUE CROSS - CA CARE (HMO)	\$27.95	\$41.95	\$59.95
KAISER LOW OPTION/BLUE CROSS POWER SELECT	\$ 6.00	\$12.00	\$18.00
BLUE CROSS PPO	\$37.95	\$66.95	\$129.95
LIFE INSURANCE	0	\$2.88	\$2.88
VISION INSURANCE	0	0	0
DELTA PREFERRED DENTAL SERVICE (PPO)	\$15	\$30	\$45
DELTA CARE (DHMO)	0	0	0

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Payroll deduction is authorized for voluntary deductions, i.e., American Fidelity Income Protection, For Our Kids, United Way, Credit Unions, Alisos, Long Beach School Employees, Orange County Teachers, and Providence for CSEA members, voluntary life insurance and flexible spending accounts. The District **DOES NOT** contribute to these. Direct Deposit is available. Necessary forms for direct check deposit are available in the Payroll Department.