

AGREEMENT BETWEEN THE
SAN PASQUAL VALLEY UNIFIED
SCHOOL DISTRICT
AND THE
SAN PASQUAL TEACHERS
ASSOCIATION

Expiring June 30, 2023

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APPENDICES

- A. FORMAL GRIEVANCE REPORT FORMS
- B. 2020/2021, 2021/2022 AND 2022/2023 SALARY SCHEDULE
- C. EXTRA DUTY SALARY SCHEDULE
- D. SUBSTITUTE SALARY SCHEDULE
- E. CERTIFICATED EVALUATION FORM

ARTICLE 1 - RECOGNITION AND TERM OF AGREEMENT

- A. The Governing Board of the San Pasqual Valley Unified School District (the "District") recognizes the San Pasqual Valley Teachers Association affiliated with CTA/NEA (the "Association") as the exclusive representative of the members of its certificated bargaining unit. The District and the Association agree that the articles contained in this collective bargaining agreement between the District and the Association ("Agreement") constitute a bilateral and binding agreement between the parties pursuant to the Educational Employment Relations Act ("EERA") (Government Code section 3540 *et seq.*).
- B. The Agreement shall be continued in full force and effect from final ratification by the District Governing Board until June 30, 2023. Unless mutually agreed otherwise in writing, this Agreement shall expire on June 30, 2023. The parties agree that except for the limited reopeners identified in this Article, during the term of this Agreement, neither party may reopen new or additional articles for negotiations unless mutually agreed by the parties in writing or expressly set forth in this agreement.
- C. During each school year of this Agreement, this Article shall reopen automatically, and either party may reopen Article 10 (Salaries and Benefits) and two existing or new articles of each party's choice by submitting a written proposal to reopen negotiations on or before June 1. If neither party submits a written proposal on or before June 1 for the following school year, this Agreement shall remain in full force and effect on the same terms and conditions without change for the following school year only.
- D. Unless previously extended by a mutual written agreement between, the parties, the Agreement shall expire on June 30, 2023.


For the SPTA

Date: 3/10/2020


For the District

Date: 3/10/2020


President, San Pasqual Valley USD Board of Trustees

Date: 3/10/2020

Ratified by the Governing Board on:

ARTICLE 2 - UNIT DESCRIPTION

- A. The bargaining unit represented by the Association includes: all probationary and regular certificated classroom teachers, temporary teachers who work full-time one or more semesters in the regular program, special education resource teachers, psychologists, counselors and reading coaches employed in positions requiring certification qualifications except those identified in paragraph B below which are excluded from the unit.
- B. The bargaining unit represented by the Association excludes: all certificated management and supervisory personnel in existing or newly created positions, the Superintendent, Principals, Assistant Principals, Coordinators, Directors, all other temporary teachers, day-to-day substitutes, and all classified personnel.

ARTICLE 3 - DISTRICT RIGHTS

- A. The parties agree that the District retains all of its powers and authority to direct, manage and control its operations to the full extent of the law, except as specifically set forth in the express provisions of this Agreement.
- B. Included in, but not limited to those duties and powers, are the exclusive right to: determine the kinds and levels of services 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, job descriptions, classifications and reclassifications, the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move, or modify its facilities; determine the methods of raising revenue and budgetary allocations; contract out work and transfer work to non-employees or employees outside of the bargaining unit as long as such contracting out does not require the layoff of any bargaining unit member(s) or the violation of any other specific article in this Agreement. The District also retains the right to determine and assign extra-duties and extra-curricular assignments, to establish and modify the instructional calendar and the work calendar for employees; and hire, classify, transfer, evaluate, promote, layoff, terminate, and discipline employees in accordance with law.
- C. The exercise of these powers, rights authority, duties, and responsibilities by the District, the adoption of or modification of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and Board Policy, but only to the extent that such specific and express terms conform with state and federal law.
- D. The District may temporarily suspend any provision in this Agreement in case of emergency for the duration of the emergency only when such temporary

suspension is necessary. An emergency shall include national, state, or locally declared emergencies and natural disasters such as earthquake, fire or flood.

ARTICLE 4 – ASSOCIATION RIGHTS

- A. The Association shall have the reasonable use of District mailboxes, and the mail service between the Imperial County Office of Education and the District for the purpose of communicating with unit members, or representing unit members, provided that materials placed in mailboxes include the name of Association and date, and provided that one copy of Association materials to be placed in District mailboxes is concurrently provided to the appropriate site administrator. The Association is responsible for the content of all materials placed in mailboxes.
- B. The Association shall have the reasonable use of District facilities at reasonable times for the purpose of meetings and concerning negotiations, grievance processing and/or Association business related to activities pursuant to its responsibilities under the EERA, provided that the site administrator or designee is notified in writing, and provided that the use does not interfere with the educational process, a previously scheduled use or the repair of maintenance of the facility requested to be used.
- C. The Association shall have the reasonable use of District duplicating equipment at reasonable times when this equipment is not in use by the District and provided that the Association promptly pays all costs for the duplication of materials. The cost of duplication will be at the standard rate charged by the local duplication businesses. The Association may use District duplicating equipment for the purpose of negotiating or enforcing this Agreement or providing copies of this Agreement to unit members.
- D. The District will designate all or a specified portion of a bulletin board at each school site for use by the Association, provided that all items placed on the bulletin board are dated, authorized to be posted by an officer of the Association, and a copy has been provided to the appropriate site administrator prior to the time of posting. The Association shall remove outdated material from the bulletin board in a timely manner.
- E. The Association shall have the right of access at reasonable times to areas in which unit members work for the purpose of conducting Association business, provided that no such business is conducted in work spaces during work or instructional time.
- F. The Association may submit an item to be placed on the open session agenda for a regular Board meeting by submitting a written request with sufficient background information necessary to understand the nature and purpose of the request at least ten (10) work days prior to the regular Board meeting at which the item is requested to be discussed. The Superintendent shall place the item on the

open session agenda, unless it is a matter not within the jurisdiction of the District, is a negotiable item, an attempt to circumvent the negotiations process or the District's designated negotiators, or the item is currently subject to the grievance procedures or a grievance that has not yet advanced through the grievance procedures to the level of the Governing Board. The Superintendent will identify the item appropriately for purposes of compliance with the Ralph M. Brown Act.

- G. The District will provide the Association with a minimum of one hour in the first day of general orientation for teachers as to their rights and responsibilities as outlined in this Agreement. Such hour shall be immediately before lunch. In addition, the District will provide one hour for Association business in the second, third and fourth quarters of the school year. These hours will be mutually determined by the parties before the first day of school and will be held during the last hour of the collaboration Friday. This may be subject to change as needed upon the mutual agreement of both parties.
- H. The District agrees that it will only negotiate with the exclusive representative of the certificated bargaining unit regarding terms and conditions of employment within the scope of representation.

ARTICLE 5 – EMPLOYEE RIGHTS

- A. Public school employees have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations as well as the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relationships with the employer except to meet and negotiate individually with the employer.
- B. No unit member shall be unlawfully discriminated against because of race, national origin, religion, sex, sexual orientation, physical or mental disability or other basis prohibited by state or federal law, or take reprisals against a unit member for being a member of the Association or for participation or refusing to participate in lawful Association activities.
- C. Upon request, unit members may be represented at any meeting in which it is reasonable to believe that discipline may result.
- D. Unit members have the right to Association representation at all levels of the grievance procedure.

ARTICLE 6 – AGENCY FEE, PAYROLL DEDUCTION, AND PAYROLL ERRORS

- A. The District shall deduct Association dues from unit members' salaries when such deductions are requested on the appropriate authorized form. The dues collected shall be remitted to the California Teacher's Association, or as otherwise designated by the Association President. Request forms to deduct membership dues shall be supplied to the District by the Association.
- B. The District shall also deduct and pay to San Diego Benefits Consortium for annuities and other investments managed by the Consortium. The District shall also deduct other deductions from the salaries of the unit members upon written request provided that such deductions are lawful, voluntary, and permitted by the District.
- C. The Association shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the District's compliance with Section A and B above.
- D. New Bargaining Unit Member Standard Orientation Information

Each time a person is newly employed in a position in the Bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member (s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) days from date of hire. New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president and vice president no later than ten (10) calendar days in advance of the annual orientation meeting(s) or ten (10) days in advance of other orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advanced notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible. The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit

members at all new bargaining unit member orientation/onboarding meetings. District administration will excuse themselves during Association time.

The Association is entitled to invite California Teacher Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientation/onboarding meetings and will have access to District audio visual equipment for Association presentations, if available. The Association shall have District-paid release time to attend and participate in new bargaining unit member orientation/onboarding meetings for one bargaining unit member, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.

Up to one SPTA designated representative shall be paid their hourly per-diem rate, based on their annual salary, for one hour of time for attending the orientation/onboarding meetings scheduled by the district outside the contract year and or day.

The following new bargaining unit member information shall be delivered to the Association president in digital Excel format and hard copy, sorted by seniority date, no later than thirty (30) days after the date of hire (to the extent maintained in the District's electronic records system):

1. Name
2. Home Address
3. Phone Numbers – Work, home and cellular
4. Personal (Non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)

In addition, on the last working day of September, January, and May, the District shall deliver to the Association president the following information in digital Excel format for all bargaining unit members (to the extent maintained in the District's electronic records system):

1. Name
2. Home Address
3. Phone Numbers – Work, home and cellular
4. Personal (Non-District) Email Addresses
5. School Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full time equivalent (FTE) status
10. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)

11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)
12. Indication of any Unit Member on Leave of Absence
13. An indication of whether the District is deducting dues for membership

E. Payroll Errors

The District shall correct any payroll errors resulting in an underpayment of wages within fourteen (14) working days following receipt of notice of the error from the unit member. Overpayments to a unit member shall be deducted over the same period in which the overpayment or payments were made. For example, if an overpayment is made for one month, the overpayment shall be deducted from the next check. If the unit member was regularly overpaid for a period of one year, the overpayments shall be taken out of the unit member's wages in equal amounts during each month for a period of one year. In the event a unit member's employment terminates before an overpayment is repaid, the District may deduct the balance of the overpayment from any compensation owed the unit member. Nothing in this section shall preclude the District from pursuing repayment from former unit members whose employment terminates prior to repayment of the balance of any indebtedness owed due to an overpayment.

ARTICLE 7 – GRIEVANCE PROCEDURES

A. Purpose

The purpose of the grievance procedure is to secure, at the earliest possible time and at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of unit members and the operation to the District. Both parties agree that the grievance procedures will be kept as confidential as may be appropriate at any level of the procedure.

B. Definitions

The term GRIEVANCE shall mean a claim by one or more unit members of the Association or the District that have been affected by a violation, misinterpretation or misapplication of a specific provision of the Agreement, or violation, misapplication, or misinterpretation of Board Policy related to certificated employees.

The term GRIEVANT shall mean any member(s) of the bargaining unit or the District.

C. Informal Level

1. Within ten (10) working days after the occurrence of the act, giving rise to the grievance, the grievance will be discussed in a private, conference between the parties. The parties should seek to adjust the difficulty at the point of origin. At least one private meeting between the parties to the grievance will take place before the grievance procedure is invoked.
2. If the grievance is not resolved at a private conference, then the employee or District may declare that a grievance exists, and the provisions of this article will be implemented.

D. Formal Level I

1. Within fifteen (15) working days after the occurrence of the act, giving rise to the grievance, the grievant may file a grievance on the Grievance Procedure Form. Formal Level I at APPENDIX A. The original is sent to the grievant's immediate administrator/supervisor, with a copy sent to the Association President.
2. The Statement of the grievance shall be a clear, concise statement of the Agreement Article and/or Board Policy on which the grievance is based; the circumstances on which it is based; the persons involved; the decision rendered at the Informal Level, if any; the remedy sought; an outline of actions taken thus far to adjust the grievance.
3. The grievant's immediate administrator/supervisor shall communicate his/her decision in writing to the parties involved within ten (10) working days after receiving it. Within ten (10) working days after the receipt of the written grievance by the immediate administrator/supervisor he/she may meet with the grievant and a representative of the Association (if such representation is desired by the grievant) in an effort to resolve the grievance and render a written decision.

E. Formal Level II

1. Within ten (10) working days after receipt of the Formal Level I written response, the parties may appeal the Formal Level I decision to the Superintendent.
2. The appeal will be made using the Grievance Procedure Form – Formal Level II also at APPENDIX A. The original is sent to the Superintendent, and a copy to the grievant's immediate administrator/supervisor and a copy to the Association President. The Formal Level I grievance and the Formal Level I response will also be sent to all parties.
3. Within ten (10) working days the Superintendent or his/her designee (the designee cannot be the immediate administrator/supervisor involved in this grievance

procedure) shall communicate in writing his/her decision to the parties. Within ten (10) working days after the receipt of the written grievance by the Superintendent or his/her designee may meet with the grievant and a representative of the Association (if such representation is desired by the grievant) in and effort to resolve the grievance and render a written decision. A copy of the response will be sent to all parties.

F. Formal Level III

1. Within ten (10) working days after receipt of the Formal Level II written response, the parties may appeal the Formal Level II decision of the Governing Board.
2. The appeal will be made using the Grievance Procedure Form – Formal Level III also at APPENDIX A. The original is sent to the President of the Governing Board, and a copy to the Superintendent or his/her designee; a copy to the grievant's immediate administrator/supervisor and a copy to the Association President. The Formal Level I and II grievance and the Formal Level I and II response will also be sent to all parties.
3. The Governing Board will review the grievance at its next regular Board meeting. The Governing Board may ask the parties to be present at that meeting to provide input regarding the grievance. Within in ten (10) working days of that meeting the Governing Board shall communicate in writing its decision to the parties. A copy of the Board's response will be sent to all parties.
4. The decision of the Governing Board shall be final, and no further procedure is available to the grievant within the provisions of this agreement.

G. Miscellaneous

If the act, giving rise to the grievance, is on the part of someone above the immediate administrator/supervisor, the grievant shall initiate the grievance at Formal Level II.

When it is necessary for a member of the Association or someone designated by the Association to attend a grievance meeting during the work day, he/she will, upon notice by the President of the Association to the Superintendent or his/her designee, be released to attend such meeting without loss of pay or benefits. Any Association member whose appearance in such meeting(s) as a witness will be accorded the same right.

All written documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not normally be kept in the personnel file of any of the parties.

No reprisals of any kind will be taken by anyone, that is, all parties, as a result of the participation in the grievance procedure.

The time limits provided in the Article shall be considered maximum but may be extended by written agreement of the parties.

All parties agree to make available to all parties all pertinent information and documents, not privileged under law, in its possession or control and which are relevant to the grievance issue.

ARTICLE 8 – DISCIPLINE PROCEDURES

- A. This Article was entered into pursuant to Section 3543.2(b) of the Government. It does not apply to probationary or temporary certificated employees.
- B. A Tenured employee in the bargaining unit may be disciplined by the District for just cause. The term “discipline” shall mean suspension without pay or reduction in daily salary, and/or loss of extra compensation for extra-duty assignments. The first suspension shall be from one (1) workday not to exceed ten (10) workdays. The second and subsequent suspensions shall be from one (1) workday not to exceed fifteen (15) workdays.
- C. An employee shall not be disciplined without just cause. The term “just cause” incorporates the concept of “progressive discipline.” Any discipline imposed shall be reasonable related to the misconduct.
- D. An oral warning or written warning must precede any written reprimand for minor misconduct. An oral warning must be given with a witness who is another administrator of the District or an Association representative. A written reprimand must precede a suspension without pay for minor misconduct. Before a written reprimand is placed in an employee’s personnel file the employee will be given ten (10) days to prepare a response.
- E. Discipline (suspension without pay) may be imposed at any time in the case of serious misconduct. The term “serious misconduct” includes, but is not limited to, such matters as the use of unreasonable physical force, dishonesty, drinking alcoholic beverages on the job or reporting to work intoxicated, use of narcotics on the job or reporting to work under the influence (the use of drugs under and consistent with directions of a physician which does not impair performance is allowable), conviction of any felony or any crime involving moral turpitude, falsifying information to the District, or refusal to follow a lawful directive where such refusal endangers the safety or health of any individual or District property.
- F. An employee shall not be disciplined without prior written notice and an opportunity for a conference with the Superintendent or designee upon request of the employee.
- G. Any discipline under this Article is subject to binding arbitration.

- H. The full evidentiary hearing shall be conducted before an arbitrator. An Arbitrator shall be selected pursuant to the voluntary Labor Arbitration rules of the American Arbitration Association and the hearing shall be conducted under those rules. Hearings will be recorded at the request of either party, with such expense being borne equally by the District and the Association. The cost of the hearing officer shall be borne equally by the District and the Association. In cases in which the Association does not represent the unit member, the unit member must deposit with the District an amount equal to one half of the cost of two (2) days of hearing at least ten (10) working days prior to the hearing. A failure to timely deposit the amount shall mean that the unit member waives any right to a hearing. The cost of the arbitration after the first three (3) arbitrated cases shall be borne by the District.

ARTICLE 9 – LEAVES

The leaves in this Article are granted, in part in compliance with the minimum requirements of State and Federal law and, unless expressly stated otherwise, shall be interpreted to provide the minimum requirement consistent with such laws.

A. Sick Leave (Education Code Section 44978)

1. Every member of the certificated bargaining unit employed five (5) days a week by the District shall be entitled to ten (10) days' leave of absence for illness or injury, exclusive of all days he or she is not required to render service to the District, with full pay for a school year of service. A member of the bargaining unit employed for less than five (5) school days a week shall be entitled, for a school year of service, to the proportion of ten (10) days leave of absence for illness or injury which the number of days he or she is employees per week bears to five (5); pay for any day of such absence shall be the same as the pay which would have been received had the unit member served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the unit member, and such leave of absence may be taken at any time during the school year. If such unit member does not take the full amount of leave allowed in a school year under this provision, the amount not taken shall be accumulated from year to year. If a unit member resigns or retires, prior to the end of the school year, the District shall deduct from the unit member's final paycheck, and/or any other compensation due the member, the amount of any sick leave taken which was accrued but not earned during the school year.
2. At the direction of the Superintendent or designee, a unit member shall present written medical verification to the Superintendent or designee of the illness or injury and/or authorization to return to work if the illness exceed three (3) work days, or the Superintendent or designee has reason to believe that the unit member is abusing sick leave. The District may require a second proof of illness by a physician employed by the District and shall pay the cost of any such required medical evaluation.

3. Unit members shall contact the site administrator or designee as soon as possible prior to an absence from duty for personal injury and illness, but in no case later than 6:30 a. m. of the workday on which absent. Failure to provide the above notice may be grounds for denial of leave with pay, except where such notice is impossible. If a substitute is hired in reliance on the unit member's notice of absence, the unit member shall remain on sick leave for the balance of the day.
4. Unit members who are absent on sick leave and who do not plan to return to work on the next work day shall inform the site administrator or designee prior to the close of school on the day preceding the absence unless the period of absence has been previously covered by the written excuse from a physician qualified to provide medical services under the District's current health plan, or notification is not possible. If it is determined by the unit member following the notification, that the unit member will, in fact be returning on the next succeeding school day, the unit member shall so inform the site administrator or designee not later than 6:30 a.m. that the member will be returning to work.
5. Unit members must obtain prior permission from the site administrator or designee for any absence shorter than a full day.
6. Bargaining unit members newly employed by the District may transfer sick leave to the District in accordance with the rules set forth in Education Code section 44979.

B. Maternity Leave (Education Code Section 44965)

1. A unit member shall have the right to utilize sick leave provided for in this Agreement for her absences necessitated by her pregnancy, miscarriage, childbirth, and recovery therefrom.
2. A unit member who is required to be absent from duty because she is pregnant or has miscarried, or has given birth, is entitled to a leave of absence. The length of absence, including the date on which the leave shall commence, and the date on which the unit member shall resume duties, shall be determined by the unit member and her physician. Disabilities caused or contributed to by pregnancies, miscarriages, childbirth, and recovery therefrom are for all job-related purposes, temporary disabilities and shall be treated as such under any health or temporary disability insurance or sick leave plan. Leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth shall be paid leaves of absence to the same extent as are leaves for illness, injury or disabilities.
3. Eligible unit members shall also be entitled to leave as authorized by the Family Leave Act/California Family Rights Act.

C. Industrial Accident and Illness Leave (Education Code Section 44984)

The District specifically limits its liability to the minimum requirements mandated by Education Code Section 44984. The leave provided in this paragraph is separate from any entitlement to worker's compensation benefits under the California Labor Code.

1. Such leave shall not exceed sixty (60) working days in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulated from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this State, exceed the normal wages for the day.
5. Industrial accident leave will be reduced by one day for each day of the authorized absence, regardless of a compensation award made under worker's compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days for the same injury will overlap into the next fiscal year, the unit member shall be entitled to only that amount remaining at the end of the fiscal year in which the same injury or illness occurred.
7. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if a unit member is receiving workers' compensation benefits, he or she shall be entitled to use only so much of his accumulated or available leave which, when added to the workers' compensation award, provide a full day's wage or salary.
8. Any unit member receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

D. Personal Necessity Leave (Education Code Section 44981)

1. A unit member may use up to seven (7) days of accumulated sick leave in case of personal necessity. Personal necessity shall be taken in increments of not less than one half-day and shall be deducted from sick leave.
2. The teacher is not required to secure advance permission for leave for any of the following reasons:
 - a. Death or serious illness of a member of the employee's immediate family;

- b. Accident involving his or her person or property, or the person or property of a member of his immediate family;
 - c. "Members of the immediate family," as used in this section, means mother, father, step-parent, step-brother, step-sister, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the unit member or the spouse or registered domestic partner of the unit member, and the spouse, registered partner, son, son-in-law, daughter, daughter-in-law, brother or sister of the unit member, any relative living in the immediate household of the unit member or foster child.
 - d. Only four (4) of these days may be used for other reasons at the sole discretion of the teacher, five (5) days in the case of bereavement.
3. The teacher has the responsibility of notifying the District as soon as possible of his/her absences.

E. Bereavement Leave (Education Code Section 44985)

- 1. Each unit member is entitled to a leave of absence, not to exceed three (3) days, or five (5) days for in-state travel if travel exceed 300 miles one way, or five (5) days if out-of-state travel is required, on account of the death of any member of his or her immediate family. No deduction shall be made from the salary of such unit member nor will such leave be deducted from other leaves.
- 2. "Members of the immediate family," as used in this section, means mother, father, step-parent, mother-in-law, father-in-law, grandmother, grandfather, or a grandchild of the unit member or the spouse or registered domestic partner of the unit member, and the spouse, registered domestic partner, son, son-in-law, daughter, daughter-in-law, brother, step-brother, sister, step-sister of the unit member, any relative living in the immediate household of the unit member or foster child.

F. Jury Duty Leave (Education Code Section 44037)

Each unit member shall be eligible for a leave of absence when regularly called for jury duty in the manner provided for by law, subject to the following provisions:

- 1. A unit member served with a jury duty summons must forward said summons to the unit member's immediate supervisor as soon as possible.
- 2. Subject to the provisions below, the unit member, while serving on jury duty, shall receive his or her regular earning from the District and shall transmit to the District all fees, exclusive of mileage, received for jury service except for all fees received for jury duty served on weekends, non -duty days and travel on weekends or non-duty days.

3. As a matter of general policy, the District does not normally encourage employees to seek exception from or postponement of jury duty. The District will cooperate with the unit member in any appropriate manner.

G. Military Leave

1. Military leave shall be granted in accordance with the minimum requirements set forth in Federal and State law.
2. Requests for military leave must be submitted to the Superintendent or designee as far in advance as possible in order to obtain a suitable replacement.

H. Subpoena Leave

1. Whenever the absence of a unit member is due to necessary appearance in court in response to a subpoena duly served, no deduction shall be made from said unit member's salary as a result of such absence, provided that the copy of said subpoena is on file with the District office or site administrator, and, if the case is continued, that a certificate of the Clerk of the Court to that effect is acquired by the unit member and returned to the District. Any summons issued by a competent Federal, State or County agency to serve as a witness at any hearing shall be construed to be included within the meaning of the term "subpoena".
2. If it is necessary for unit members to appear in court on their own behalf, such time away from the job will be construed as absence due to personal necessity.
3. If a unit member is a party to the action, or is testifying against the District in any court, administrative or arbitral tribunal, and not under subpoena, the unit member shall be required to use personal necessity leave.

I. Other Leave

The District Governing Board may grant, within its sole discretion and on terms to be determined by the District, other paid or unpaid leaves of absence. Failure on the part of any unit member to secure prior approval for such leave before being absent from the District shall be considered unauthorized leave for which the unit member will not be paid and may additionally be subject to disciplinary action. If a unit member is granted an unpaid leave, the unit member may purchase the District's medical, dental and vision insurance while on the unpaid leave. At the expiration of the leave of absence, the unit member will be reinstated in a position consistent with the unit member's credential unless agreed to by the unit member.

J. Extended Sick Leave (Education Code sections 44977 and 44978.1)

1. During each school year, when a member of the bargaining unit has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty on account of illness or accident, the unit member shall be entitled to an additional period of absence of five school months, whether or not the absence arises out of or in the course of employment. The amount deducted from the member's salary for any of the additional five months in which the absence occurs shall not exceed the sum that is actually paid a substitute employed to fill the position during the unit member's absence. If no substitute is employed, the amount that shall be deducted is the amount that would have been paid had a substitute been employed. For the purpose of this paragraph, sick leave, including accumulated sick leave, and the five-month period shall run consecutively.
2. A unit member shall not be provided more than one five-month period per illness or accident. However, if a school year terminates before the five-month period is exhausted, and the unit member continues to be absent for the same illness or accident during the following school year, the unit member may take the balance of the five-month period in the subsequent school year. No other paid or partial paid illness or accident leave shall be granted by the District.
3. When a unit member has exhausted all available sick leave, including accumulated sick leave, and continues to be absent on account of illness or accident for a period beyond the five-month period provided in paragraphs 1 and 2 above, and the unit member is not medically able to resume the duties of the member's position, the member shall no longer be employed by the District, but shall be placed on a reemployment list for a period of 24-months if the member is a probationary employee, or for a period of 39-months if the member is a permanent employee. The 24-month or 39-month period shall commence immediately upon the expiration of the five-month period of partial paid sick leave.
4. When the unit member is medically able, as determined by a physician selected or agreed to by the District, during the 24-month or 39-month period, the member shall be returned to employment in a position for which the member is credentialed and qualified. If the member does not return to work within the 24-month or 39-month period, the member shall be taken off the reemployment list and shall lose all right to reemployment by the District.
5. If a unit member is absent on extended sick leave during a particular year, and the unit member returns to work during the same school year, the unit member shall be returned to the same assignment as that from which absent. If the unit member on extended sick leave during a school year does not return to work during the same school year, but does provide written notice to the Superintendent on or before May 15 that the unit member will return to work the first day of the following school year, and in fact does return to work on the first such day, the unit member shall be

returned to the same assignment as that from which absent on extended leave the prior school year.

K. Sick Leave to Attend to a Unit Member's Child, Parent, Spouse or Registered Domestic Partner

1. Each calendar year, any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six (6) months at the employee's then current rate of entitlement, to attend to an illness of a child, parent, spouse, or registered domestic partner of the employee. All conditions and restrictions placed by the employer upon the use by an employee of sick leave shall also apply to the use by an employee of sick leave to attend to an illness of his or her child, parent, spouse, or registered domestic partner.
 - a. For the purposes of this paragraph "child" means biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis. "Parent" means a biological, foster, or adoptive parent, a stepparent or a legal guardian.
 - b. This paragraph K does not extend the maximum period of leave to which a unit member is entitled under Government Code section 12945.2 or the Federal Family and Medical Leave Act of 1993. It may or may not increase the number of days of sick leave available to the unit member for uses other than illness or injury.
2. The District shall not deny a unit member the right to use sick leave or discharge, demote, suspend, or in any manner discriminate against a unit member for the legitimate use or attempt to exercise the right to use sick leave to attend to an illness of a child, parent, spouse or registered domestic partner of the unit member under this paragraph K.

L. Family Care and Medical Leave

1. This provision L is intended to comply with the minimum requirements of the Federal Family Medical Leave Act of 1993, 29 U.S.C. section 2601 *et seq.*, and the California Family Rights Act of 1991, as amended October 5, 1993, Cal. Gov't Code 12945.2. No greater or lesser leave benefits will be granted than those provided by applicable State or Federal laws. This provision shall be interpreted by the parties so that there will be no violation of either State or Federal law.
2. Family care and medical leave consists of unpaid leave for a period of up to twelve (12) work weeks in twelve (12) month period. The twelve (12) month period is measured from the commencement of the first date FMLA leave is until the month and day that the leave commenced in the subsequent year to use the

remainder of the twelve (12) week period. The leave may be taken for one of the following reasons:

- a. The birth or placement of a child for adoption or foster care with the unit member within one year of such birth or placement;
 - b. To care for the unit member's spouse, registered domestic partner, child or parent with a serious health condition; or
 - c. If a unit member has a serious health condition that makes the unit member completely unable to perform essential functions of the unit member's job.
3. Family Care and Medical Leave is separate and distinct from disability leave for pregnant unit members. Pregnant unit members may be entitled to a pregnancy disability leave in addition to a family care and medical leave. Subparagraph 14 below describes in detail the interplay between pregnancy leave and family care and medical leave.
4. If the leave is requested for the placement or birth of a child, and both parents are employees of the District, the total amount of family care and medical leave for both parents is limited to twelve (12) weeks.

5. Definitions

- a. "Accumulated Sick Leave" means days of sick leave the employee earned in previous school years and has not taken, thereby accruing a balance from year to year.
- b. "Child" means a biological, adopted, or foster child, a step-child, a legal ward or a child of a person standing in *loco parentis* who is either under eighteen (18) years old or over eighteen (18) years old and incapable of self-care because of a mental or physical disability.
- c. "Differential Pay Sick Leave" means the right to receive the difference between a unit member's regular salary and the amount of compensation the District pays a substitute or would have paid a substitute if one were hired.
- d. "Employee Benefits" means all benefits which may be provided or made available to unit members by the District, including group life insurance, health insurance, disability insurance, sick leave, annual leave, and pensions, regardless of whether such benefits are provided by a practice or written policy of the District or through an employee benefit plan as defined in Section three (3) of the Employee Retirement Income Security Act of 1974 (29 U.S.C. section 1002 (3)).

- e. "Employment in the same position" means employment in the position which the employee held prior to taking a family care and medical leave.
- f. "Employment in an equivalent position" means a position that has the same or similar duties pay, and employment benefits which can be performed at the same or similar geographic location as the position held prior to the leave.
- g. "Group health plan" means any plan provided or contributed to by the District to provide health care (directly or otherwise) to employers, employees, former employees, or the families of such employees or former employees.
- h. "Health care provider" means an individual:
 - (1) Holding a physician's and surgeon's certificate or an osteopathic physicians and surgeons certificate from the State; or
 - (2) A duly licensed physician, surgeon, or osteopathic physician or surgeon in another state or jurisdiction, who directly treats or supervises the treatment of the serious health condition; or
 - (3) One who has been determined by the United States Secretary of Labor to be capable of providing health care services under the Family and Medical Leave Act of 1993.
- i. "Industrial Accident and Illness" means a work related injury or illness.
- j. "Parent" means a biological, foster, or adoptive parent, a step-parent, a legal guardian or someone who stood in *loco parentis* to a unit member when the unit member was a child.
- k. "Serious health condition" means an illness, injury, impairment or physical or mental condition which involves either of the following:
 - (1) Inpatient care (overnight stay) in a hospital, hospice, or residential medical care facility; or
 - (2) Continuing treatment or continuing supervision by a health care provider.
- l. "Sick leave" means days for which a unit member is paid but is not required to work because of illness or injury.
- m. "Spouse" means a husband or wife according to California law or a registered domestic partner under State law.

- n. "Domestic partner" means a person in a relationship registered with the Secretary of State.
- o. "Continuous service" means any week in which a unit member works any part of the week which is counted as a week worked.
- p. "Hours worked" does not include time paid but not worked (holidays, paid vacation, unpaid leave or periods of layoff).

6. Eligibility for Family Care and Medical Leave

Unit members are required to have completed twelve (12) months of continuous service with the District at the time of a request for leave to be eligible for family care and medical leave. Continuous service consists of full-time or part-time employment for the number of months customarily worked by unit members in that job classification. If a unit member separates from service after attaining more than one year of continuous service and is subsequently reemployed by the District, the unit member may not be eligible for family care and medical leave until he or she completes another year of service. Unit members are required to have completed 1,250 hours worked in the twelve (12) months preceding the leave for eligibility.

7. Right to Family Care and Medical Leave

Subject to the terms and conditions stated in this Article, an eligible unit member shall be granted an unpaid family care and medical leave for up to a total of twelve (12) work weeks in a one year period. The one year period is a rolling period measured forward from the date on which an eligible unit member's first family leave began.

A request for family care and medical leave must comply with the applicable notice requirements described below. Appropriate certification as described in subparagraph 9 is also required.

8. Requests for Family Care and Medical Leave

If the unit member learns of facts which necessitate a family care and medical leave more than thirty (30) calendar days prior to the time the leave is needed, the unit member shall provide written notice to the District immediately. A minimum of thirty (30) calendar days written notice is required except as provided below.

- a. If the unit member learns of facts necessitating the family and medical care leave less than thirty (30) calendar days prior to the time the leave is needed, the unit member shall provide written notice to the District as soon as possible. The unit member is required to provide the District with written notice within five (5) working days of learning of the need for the leave. If the need for the leave was not foreseeable, the unit member should inform the District of the need for the leave as soon as possible.

- b. If the unit member's need for the leave is foreseeable due to a planned medical treatment or planned medical supervision of the employee, or the of a child, parent, spouse or registered domestic partner with a serious health condition, the unit member shall consult with the District regarding the scheduling of the treatment or supervision so as to prevent undue disruption to the operations of the District. Any scheduling of treatment or supervision shall be subject to the approval of the health care provider of the individual with the serious health condition. In any event, thirty (30) calendar days written notice is required.

9. Certification of Serious Health Condition from Health Care Provider

- a. If the unit member is requesting the leave to care for a child, parent, spouse or registered domestic partner with a serious health condition, the District may require certification of the serious medical condition by the individual's health care provider. The certification shall include:
 - (1) The date on which the serious health condition commenced;
 - (2) The probable duration of the condition;
 - (3) An estimate of the time that the health care provider believes the unit member needs to care for the individual requiring the care.
 - (4) A statement that the serious health condition warrants the participation of the unit member to provide care for the unit member's child, parent, spouse or registered domestic partner.
- b. If additional leave is requested beyond the period stated in the certification, the District may require the unit member to obtain recertification in accordance with the procedures set forth above. Recertification may be required for any leave but not more often than every thirty (30) days.
- c. If the unit member is requesting the leave for his or her own serious medical condition, the District may require certification of the serious medical condition by his or her health care provider. The certification shall include:
 - (1) The date on which the serious health condition commenced;
 - (2) The probable duration of the condition;
 - (3) A statement that, due to the serious health condition, the unit member is unable to perform the essential functions of his or her position.
- d. If additional leave is requested beyond the period stated in the certification, the District may require the unit member to obtain recertification in

accordance with the procedures set forth above. Recertification may be required for any leave but not more often than every thirty (30) days.

- e. If the District has reason to doubt the validity of the certification, the District may require the unit member to undergo an examination by a health care provider of the District's choice to obtain a second opinion. If the second opinion differs from the opinion in the original certification, the District may require the unit member to undergo a third examination conducted by a health care provider jointly selected by the District and the unit member. The third opinion shall be binding on the District and the unit member. All subsequent opinions obtained after the initial certification shall be at District expense.
- f. Prior to returning to work after a unit member has been granted family care and medical leave for his or her own serious medical condition, the District may require the unit member to obtain certification from his or her health care provider that the unit member is able to resume his or her duties.

10. Right to Reinstatement

In general, a unit member returning from a family care and medical leave shall be assigned to the position he or she occupied prior to the leave, or an equivalent position with equivalent terms and conditions of employment, including employment benefits such as pay, working conditions, privileges, and status. Additionally, a unit member's use of family care and medical leave will not result in the loss of any other employment benefit that the unit member earned or was entitled to before using the leave.

11. Intermittent or Reduced Schedule Leave

- a. Leave taken because of the serious health condition of the unit member or the unit member's spouse, registered domestic partner, child or parent, may be taken intermittently or on a reduced schedule leave only in accordance with the state law or in accordance with permission granted by the Superintendent, as applicable. Any intermittent or reduced schedule leave shall not result in a reduction of the total amount of family care and medical leave to which the employee is entitled pursuant to state and federal law. Leave taken because of the birth of a child or placement of a child with the unit member, shall not be taken intermittently or on a reduced schedule leave unless expressly agreed to by the District and the unit member.
- b. If a unit member requests intermittent leave, or a reduced schedule leave, and the member is entitled to such leave under state or federal law, the District may require the unit member to transfer temporarily to an available alternative position. The alternative position must be one which the unit member is qualified for, which has equivalent pay and benefits, and better accommodates the leave than the unit member's regular position.

12. Terms of Family Care and Medical Leave

- a. Leave taken pursuant to this provision is unpaid leave. However, an eligible unit member may elect, or the District may require the unit member to substitute accrued paid sick leave, differential pay sick leave or other paid leave for any part of the twelve (12) week period. Nothing in this provision shall require the District to provide paid sick leave or paid medical leave in any situation in which the District would not otherwise provide any such paid leave.
- b. In the event the unit member elects or is required by the District to use sick leave, the accumulated sick leave shall be used first. After the accumulated sick leave is exhausted, the unit member may elect or the District may require the unit member, to use any available differential pay sick leave during the period of the family care and medical leave.
- c. During the period the family care and medical leave, the District shall maintain coverage under any group health plan (as defined in Section 5000 (b) (1) of the Internal Revenue Code of 1986) for a maximum of twelve (12) work weeks. The coverage shall be under the same terms and conditions as if the unit member had continued in employment for the duration of the leave. The District may collect the amount of premiums paid by the District from the unit member if the unit member fails to return from leave after the contemplated time period for a reason other than the continuation, recurrence or onset of a serious health condition or impossibility to return to work. Such premiums may be collected by payroll deduction from any compensation due the unit member.
- d. During the period of the family care and medical leave, the unit member is entitled to participate in pension and retirement plans (hereinafter, "retirement plans") and supplemental employment benefit plans to the same extent and under the same conditions as would apply to any other unpaid personal leave granted by the District for any reason other than family care and medical necessity.
- e. The District is not required to make plan payments to any retirement plan or to count the leave period for purposes of "time accrued" under any such retirement plan during the unpaid portion of the leave period. However, during the portion of the leave period wherein the unit member has elected or the District has required the unit member to utilize and accrued paid leave, applicable payments will be made to the retirement plan. In addition, any accrued paid time off shall count towards "time accrue" under the retirement plan in the same manner as if the unit member had utilized the paid leave other than for family care and medical leave. Unit members are allowed to continue making contributions to their retirement plan, in accordance with the terms of the plan, during the unpaid portion of the leave.

- f. The unit member shall maintain employee status during the period of the family care and medical leave. The leave shall not constitute a break in service for purposes of seniority and/or longevity.
- g. The unit member returning from family care and medical leave shall return with no less seniority than the unit member had when the leave commenced for purposes of layoff, recall, promotion, job assignment and seniority-related benefits.
- h. Other than as set forth in this provision, the District shall not refuse to hire, discharge, fine, suspend, expel or discriminate in any fashion against any individual who:
 - (1) Utilizes the family care and medical leave set forth in this provision;
 - (2) Gives information or testimony regarding the unit member's own family care and medical leave, or another unit member's family care and medical leave, in any inquiry or proceeding related to family care and medical leave.

13. Leaves Near the End of the Term (Instructional Employees).

The District may require an instructional unit member to continue taking a requested leave until the end of the school year in any of the following situations:

- a. If the instructional unit member begins a leave of three (3) or more weeks duration more than five (5) weeks before the end of a term and would subsequently return to work during the last three (3) weeks of the term;
- b. If the instructional unit member, for reasons other than his/her own serious health condition, begins a leave of more than two (2) weeks duration during the period that begins five (5) weeks before the end of a term would subsequently return to work during the last two (2) weeks of the term; or
- c. If the instructional unit member, for reasons other than his/her own serious health condition, begins a leave of more than five (5) days duration during the period that begins three (3) weeks before the end of a term.

14. Effect of Family Care and Medical Leave on Pregnancy Disability Leave

a. Leave Available

Leave taken under a pregnancy disability policy runs concurrently with family care and medical leave under federal law, but not family care and medical leave under California law. Consequently, an eligible unit member may take a pregnancy disability leave of up to four (4) months and a family care and medical leave of up to twelve (12) work weeks, for a combination of four (4) months plus twelve (12) weeks, (approximately seven (7) months). In order to be eligible for a combination pregnancy disability/family care and medical leave, pregnant employees must meet the eligibility requirements set forth in subparagraph L.6 above.

b. Compensation During Leave

Leave necessitated by pregnancy, miscarriage, childbirth and recovery therefrom shall be treated the same as sick leave. Consequently, an employee shall utilize sick leave and any available differential pay sick leave during the period of the pregnancy disability/family care and medical leave.

The accumulated sick leave shall be used first. After the accumulated leave is exhausted, the employee shall use any available differential pay sick leave. Nothing in this Policy shall require the District to provide paid sick leave or paid Medical leave in any situation in which the District would not otherwise provide any such paid leave.

c. Benefits During Leave

The District shall maintain coverage under any group health plan (as defined in Section 5000 (b)(1) of the Internal Revenue Code of 1986) for employees who are eligible for combination pregnancy disability/family care and medical leave for the amount of time the employee utilizes accumulated and differential pay sick leave. In addition, the District shall maintain coverage for a maximum of twelve (12) work weeks of unpaid leave taken pursuant to this Article. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination pregnancy disability/family care and medical leave.

Employees on a combination pregnancy disability/family care and medical leave whose paid coverage ceases in accordance with this policy, may continue their group health insurance coverage through the District in

conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium.

Employees should contact their supervisor or the District Office for further information.

15. Reinstatement

In general, employees returning from a combination pregnancy disability/family care and medical leave shall be reinstated pursuant to the reinstatement rights set forth in subparagraph L.10 above. However, if an employee returning from pregnancy disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act.

16. Effect of Family Care and Medical Leave on Industrial Accident or Illness Disability Leave

a. Leave available

Leave taken under any industrial accident or illness disability policy runs concurrently with family care and medical leave under both federal and state law.

b. Benefits During Leave

The District shall maintain coverage under any group health plan (as defined in Section 5000 (b)(1) of the Internal Revenue Code of 1986) for unit members who are eligible for combination industrial injury or illness disability/family care and medical leave for a maximum of twelve (12) work weeks. In some instances, the District may recover premiums it paid to maintain health coverage for an employee who fails to return to work following a combination industrial injury or illness disability/family care and medical leave.

Unit members on a combination industrial injury or illness disability/family care and medical leave whose paid coverage ceases after twelve (12) work weeks, may continue their group health insurance coverage through the District in conjunction with federal COBRA guidelines by making monthly payments to the District for the amount of the relevant premium. Unit members should contact their supervisor or the District Office for further information.

c. Reinstatement

In general, unit members returning from a combination industrial injury or illness disability/family care and medical leave shall be reinstated pursuant

to the reinstatement rights set forth in subparagraph M. 10. However, if a unit member returning from industrial injury or illness disability leave is unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to that employee may be governed by the Americans with Disabilities Act.

M. Sabbatical Leave (Education Code sections 44966 and 44967)

1. The number of unit members who may be provided sabbatical leave pursuant to the terms and conditions of Education Code sections 44966 and 44967 during any one semester shall be limited to one unit member.
2. The leave shall be for the purpose of permitting study or travel by the unit member which will benefit the schools and pupils of the District.
3. The District may require that the leave of absence be taken in separate six (6) month periods or separate quarters rather than for a continuous one year period, provided that the leave of absence for both of the separate six (6) month periods or any or all quarters shall be commenced and completed within a three (3) year period. Any period of service by the individual intervening between the two separate six (6) month periods or separate quarters of the leave of absence shall comprise a part of the service required for a subsequent leave of absence.
4. No leave of absence shall be granted to any unit member who has not rendered service to the District for at least seven (7) consecutive years preceding the granting of the leave, and not more than one such leave of absence shall be granted in each seven (7) year period. A leave of absence under this provision shall not be included as service in computing the seven (7) consecutive years of service required except for service under a national recognized fellowship or foundation approved by the State Board of Education for not more than one year, for research, teaching or lecturing.
5. The granting of the sabbatical leave shall be determined by the District, based on the benefit the sabbatical leave activities will have on the education of the students of the District.

N. Donation of Sick Leave

1. When a unit member suffers a personal catastrophic illness or injury and has exhausted all paid leaves to which entitled, the unit member may request a donation of sick leave.
2. Donation of any accrued days by unit members is strictly voluntary and shall be no less than in one day increments.

3. Such leave shall run concurrently with any extended leaves to which the unit member is entitled.
4. The District shall maintain records showing the status of donated sick leave within the District.
5. Upon exhaustion of all available sick leave to which entitled, the District will contact the unit member and with the written permission of the unit member, the District will provide notice to the bargaining unit members that the absent unit member is eligible for donations of sick leave with a copy to the Association President.

O. Association Leave (Education Code section 44987)

The District shall, upon request, grant to any unit member who is an elected officer of the Association leave for the purpose of performing duties on behalf of the employee organization, or any statewide or national public employee organization with which the Association is affiliated for purposes of attendance by the unit member at periodic, stated, special or regular meetings of the body on which the unit member serves as an officer without loss of compensation pursuant to the terms and conditions of Education Code section 44987 provided that:

1. A written request, including the beginning and ending dates of the leave is provided to the District that least five (5) school days in advance by the officer seeking the leave and signed by the President of the Associations;
2. The District shall not pay for lodging, meals, transportation or other expenses incurred by the officer during the leave; and
3. The Association shall reimburse the District for all compensation paid on behalf of the unit member to include the cost of the unit member's salary, health and other benefits, and the District's STRS contributions;
4. The officer's share of STRS contributions are paid by the officer through payroll deduction.

The Association may have a total of ten (10) workdays per year in which the President may designate unit member or members of the bargaining unit to attend training and seminar activities regarding union business. Such attendance shall be permitted on the same terms and conditions as set forth above provided that the attendance is requested in writing by the unit member in accordance with this paragraph P and approved by the signature of the Association President.

P. STRS Disability Leave (Education Code section 44986, and 44986.1)

The Governing Board may grant a leave of absence to any unit member who has applied for a disability allowance from the State Teachers' Retirement System not to exceed thirty (30) calendar days beyond the final determination of the unit member's eligibility for disability benefits under the State Teachers' Retirement System. If the unit member is determined to be eligible for disability benefits by the system, that leave shall be extended for the term of the disability, but not more than thirty-nine (39) months from the date of the determination. During the leave, the District shall contribute to health and welfare benefit premiums on the same terms and conditions applicable to bargaining unit members.

ARTICLE 10- SALARIES AND BENEFITS

A. Salaries

Commencing July 1, 2015 teachers will receive annualized compensation. Annualized compensation provides for income during the summer months. A teacher's annual salary will be paid over twelve (12) months except for first year teachers, who will be paid over eleven (11) months, or depending on date of hire.

The salary schedules for the 2020/2021, 2021/2022 and 2022/2023 school years shall be attached to this Agreement as APPENDIX B.

B. Medical Insurance

1. The District will work diligently with the Benefits Advisory Committee (BAC) to find the best and most cost effective health benefits plan for employees and consider all options in medical coverage, and carefully consider recommendations of the Benefits Advisory Committee during negotiations.
2. All full time employees are required to be enrolled in the District medical plan. There are three (3) exceptions to this "no-opt-out" provision. They are refusal to participate due to (1) religious conviction, (2) conditions of an American Indian agreement or (3) participation in a Federal Government program guaranteeing lifetime benefits. No "in lieu of" payments will be made to full time employees who choose to opt-out of the District medical plan for one of the three qualifying exemptions to mandatory participation.
3. If a teacher is enrolled in the district medical plan, the teacher may select to enroll and pay to have their dependents in the District medical plan.

C. Dental Insurance

1. The District will pay the employee cost of a dental plan for each teacher participating in the District's health care plan.

2. If a teacher is enrolled in the District dental plan, the teacher may select to enroll and pay to have their dependents in the District dental plan.

D. Vision Insurance

The District pays for a must take vision insurance plan for all teachers. Teachers enrolled in the District vision plan may select to enroll and pay to have their dependents in the District vision plan.

E. Life Insurance

1. The District pays for a must take life insurance plan for all teachers.
2. Teachers may select and pay to increase the amount of the life insurance benefit coverage.

F. District Benefits Advisory Committee

1. The District shall establish and maintain a Benefits Advisory Committee (BAC), the purpose of which is to gather facts and provide input into the determination of the best “bang-for-the-buck” benefits package that the District and the employees can afford. The BAC will meet in March of each year, at a minimum.
2. The Benefits Advisory Committee shall be composed of two (2) members each from the San Pasqual Teachers Association (SPTA), California School Employees Association (CSEA) Chapter 600 and the District. SPTA and CSEA will select their representatives to the Committee and the Superintendent will select the District representatives to the Committee.
3. The Benefits Advisory Committee is not a negotiating Team, but an information gathering and an information disseminating Committee.
4. The Benefit Advisory Committee will disseminate the information to the Association President and the negotiating team.

G. Benefits Availability if Laid Off

Teachers who have been laid off shall be allowed to continue to participate in the employee benefits set forth in this article at the teacher’s sole and own expense. This shall be allowed until reemployment or statutory limitations have been exhausted. This shall be allowed only if authorized by the insurance carrier.

H. Health Benefits for Retirees

1. SPTA members hired prior to 07/01/2020, upon completion of ten (10) years of continuous and full time service to the District, and immediate retirement pursuant to the rules and regulations of the State Teachers Retirement System (STRS), a retiree shall receive from the District “employee only” costs of the District sponsored health benefits plan until the retiree teacher reaches the age of 65.
2. SPTA members hired on or after 07/01/2020, at the age of 58, and upon completion of fifteen (15) years of continuous and full time service to the District, and immediate retirement pursuant to the rules and regulations of the State Teachers Retirement System (STRS), a retiree shall receive from the District “employee only” costs of the District sponsored health benefits plan until the retiree teacher reaches the age of 65.
3. A retiree may purchase health benefits for the retiree’s spouse of the District sponsored health benefits until the retiree teacher reaches the age of 65.

I. District Notification of Pending Retirement Benefit

1. A teacher who notifies the District in writing of his/her pending retirement by the following dates listed below will receive the corresponding stipend paid in his/her final paycheck. This notification must take place during the teacher’s last year of teaching before retirement.

October 1 st	\$7,500
November 1 st	\$5,000
December 1 st	\$2,500

ARTICLE 11- SALARY SCHEDULE RULES AND EXTRA DUTY COMPENSATION

A. Initial placement on the salary schedule at APPENDIX B shall be determined as follows:

1. New teachers shall be placed on the salary schedule with experience credit for having completed a maximum of eight (8) school years of full-time classroom teaching experience in a public and/or accredited school.
2. If a teacher’s total experience includes a fractional part of a year, such fractional part shall be allowed as a full year of experience if equivalent to 90 school days of a single academic school year.
3. Years of teaching experience shall be verified either by STRS service credit records or other official school employment records.

4. Professional increments (horizontal columns on the salary schedule) shall be determined on the basis of the highest college degree received at the time of initial hire by the District. The B.A. / B.S. level shall be granted on the basis of an undergraduate degree granted from a college or university accredited by a nationally recognized accrediting association. *For B.A. /B.S. +30, B.A. /B.S. +45. and B.A. /B.S. +60*, the “+” is determined solely on upper division units and units can be earned before, after, or concurrent with the Masters, as long as they are not part of the Masters Degree program of study.
- B. Procedures for receiving salary schedule credit for advanced degrees, for upper division college/university hours of credit, and for professional advancement coursework shall be pre-approved by the Superintendent as follows:
1. All semester hours are listed on a planned advanced degree program if the program is related to improving the teaching skills and/or knowledge of the unit member.
 2. All semester hours shall be consistent with the current or possible future teaching assignment of the unit member.
 3. All semester hours toward an advanced degree, credential or teaching certificate must be received from a college/university, California Commission on Teacher Credentialing, or District approval. Request for approval of classes for university credit to be earned at a conference, e.g. Good Teaching Conference, must be submitted for review at least five days prior to conference attendance. A detailed list of classes satisfying university course requirement shall be turned in with request.
 4. College/University credits shall be semester hours. Quarter hour credits shall be multiplied by two-thirds ($\frac{2}{3}$) to convert the quarter hour credits to a semester equivalent.
 5. For units earned to be applied to the current year’s salary schedule original certified transcripts must be submitted to the Superintendent by October 31st of the current year. If such transcripts are received by the Superintendent on or before October 31st of the current school year, there will be a salary placement adjustment retroactive to the unit member’s first contract day of the same school year. If not, the salary schedule placement adjustment shall occur on the first day of the month following submission of the transcripts.

C. Extra Duty Compensation

Extra duty activities shall be posted within the District for five (5) calendar days prior to being advertised outside of the District. Compensation for such extra duties shall be paid in accordance with the 2020/2021, 2021/2022 and 2022/2023 Extra-Duty Pay Schedule at APPENDIX C.

Extra duty compensation for travel time is limited to reasonable **non-voluntary* hours spent traveling outside the normal workday.

*Non-voluntary hours are those pre-approved as required/requested by the site administrator.

If a teacher is reassigned by the District to a different grade level, for the following school year, the teacher may submit up to seven and one half (7.5) hours of extra duty. The hours will be paid in accordance with Section D. The hours must be pre-approved by the Principal/Superintendent and worked prior to the beginning of new assignment.

D. Hourly Rate

The hourly rate for additional duties other than those positions on the Extra Duty Pay Schedule at APPENDIX C shall be tied to the Step One, Column One's hourly rate of compensation on the Certificated Salary Schedule.

E. Substitution by Unit Members Teaching a Class or Substitution on Preparation Period

On a voluntary basis, the District may employ departmentalized 1st-12th grade unit members, temporarily or for a semester or full school year, to daily teach one additional period or to substitute for an absence unit member. The District shall select such unit members to whom such offers may be made based on their availability during the relevant period, their credential, and other program or logistical considerations. Such unit members shall receive one-seventh (1/7th) of their annual salary or pro rata share of such salary depending on the length of the assignment.

F. The Substitute Salary Schedule is at APPENDIX D.

G. Teachers hired for summer school will not be released from summer due to low enrollment. However, if a need of an additional teacher arises, that teacher will be notified no later than the last day of the first week of summer school. If summer school training is required for a program, it will be mandatory that the summer school teacher attend all components of the training in their entirety.

Summer School staffing shall be flown on individual sites and determined/filled by required credential followed by site based seniority. If any position is not filled on site, the position will be flown district wide and filled based on required credential followed by district seniority.

Summer school substitute positions shall be flown and determined/filled based on district seniority. The substitutes shall be called in the order of seniority.

ARTICLE 12- HOURS OF EMPLOYMENT WORKDAY, AND WORK YEAR

A. HOURS OF EMPLOYMENT

Subject to paragraph C below, the regular workday for full-time unit members shall be a continuous seven and one half hours (7.5), including a duty free lunch period of at least a continuous thirty (30) minutes, Monday through Friday. The District may lengthen or shorten the lunch period provided that such lunch period is not less than a thirty (30) minute duty-free period. The District may adjust beginning and ending times for the school day so long as such adjustment is consistent with this Article.

District wide unit members will begin their workday on the contract schedule consistent with the site on which their day begins.

Hours of Employment for Part Time Teachers

The workday for a part time unit member shall be the pro rata share of seven and one half (7.5) hour including a thirty (30) minute duty free lunch. Part time teachers shall be subject to their pro rata share of the responsibilities that apply to full time teachers including attending parent conferences, back to school night and additional activities as set forth in Article 12b. The District may, in its discretion, choose to pro rata nights based on the part time teachers' specific assignment. Part time teachers shall be paid a salary and accumulate sick leave based on the pro rata percentage their actual service bears to the seven and one half (7.5) hour workday. Employees who qualify for additional stipends (Special Education, Speech, etc.) will receive the full amount of their stipend regardless of percentage of service to the district.

Unit members will advance each year on the salary schedule, regardless of their percentage of service to the District. Part time teachers shall receive the pro rata percentage of the regular prep period provided to full time teachers at the specific site.

Part time teachers will be eligible for Health and Welfare benefits in accordance with the Affordable Care Act (ACA) and its governing regulations.

B. WORKDAY

1. All full-time unit members are required to attend parent-teacher conferences twice per school year and Back to School Night outside the workday. In addition, the District may calendar up to three (3) additional activities each school year outside of the work day. A calendar of such scheduled activities shall be established by the District on the first day of instruction each school year. Additional activities outside of the workday for which a teacher is paid shall not be counted as one of the above three (3) additional activities. Attendance at voluntary training activities or District authorized conferences outside of the workday is in addition to these activities.
2. The District, after input from the Association, may in its sole discretion, establish or change the number of instructional minutes in a workday subject to the other

provisions of this Article and provided that such change does not violate a specific provision of this Agreement or the Education Code.

3. During the workday as defined in paragraph A, unit members may be assigned by the Administration to perform duties related to their duties in addition to supervision and/or instruction of students in classes so long as such assignment does not violate any provision of this Agreement.
4. Unit members who are required to go to another school site or school facility for purposes related to fulfilling their assigned duties shall notify the immediate administrator/supervisor (or if unavailable, the school office) prior to leaving the school site unless such absence is consistent with the unit member's regularly assigned duties or work schedule.
5. Unit members assigned to teach in the high school or middle school shall receive one period in the regular workday substantially equal in length to an instructional period to use for reasons related to their professional duties. Regular assignment to supervise students during a study period shall be considered a teaching period. No other duties are assigned by the District during this period with the exception of when unit members substitute during this period, or have meetings with the principal or Superintendent. This includes unit members who are regularly assigned to teach music, art, physical education, laboratory sciences, librarians, counselors and all special education teachers.
6. Professional Development: The last working Friday of each month, subject to adjustment by mutual agreement, shall be reserved for Collaboration. On all other minimum days, at the discretion of the District, unit members may be required to attend faculty meetings and/or professional development during the workday. The content and topics for professional development will be decided based upon needs of the District and/or site.
7. Effective for the 2008/2009 school year, elementary classroom teachers shall receive at least forty (40) consecutive minutes daily for reasons related to their professional duties. No other duties are assigned by the District during this period with the exception of when unit members substitute during this period or have meetings with the principal or Superintendent.
8. A schedule of class time and preparation periods assigned to unit members shall be provided on the first day of instruction each school year.
9. Elementary school classroom teachers who volunteer to substitute teach during their planning/collaboration time will be compensated at the hourly rate for such duty.

10. Common Collaboration Time Agreement

- a. An extended weekly Common Collaboration Time period for grade levels will be provided at the Elementary Site by structuring the school day to combine music/art, library and PE pull out programs. Contingent upon the presence of sufficient staff to permit this schedule restructure, music/art, library, and PE periods will be organized to facilitate this extended collaboration period.
- b. Certificated staff will meet for collaboration during the Common Collaboration Time. Topics discussed should relate to improving student learning and teacher collaboration, e.g., common core curriculum preparation and development, i-Ready diagnostic assessment analysis, intervention planning and preparation, assessment analysis, grade-level discussions, etc. Team leaders will submit an agenda and minutes of the collaboration meeting to the principal.
- c. Common Collaboration Time will not be used for school faculty meetings or District-wide staff development unless agreed upon by the parties. The elementary principal may, however, be a part of the collaboration time to provide support and guidance where needed.
- d. Elementary teachers agree to relinquish their minimum day collaboration time provided to them under Article 12, #6 of the Collective Bargaining Agreement. By relinquishing this time, they are agreeing to have staff development or meetings every Friday.
- e. In order to support this MOU, elementary teachers will provide the additional 5-20 minutes of PE instruction needed to meet with CDE guidelines of 200 minutes every two weeks.
- f. Common Collaboration Time for TK will occur during the Kindergarten CCT. Elementary Special Education Teachers will collaborate with appropriate grade level whenever coverage is available.

C. WORK YEAR

1. The work year for unit members employed on a full-time basis shall be minimum of 180 days per school year, and four (4) additional non-teaching days. The first three (3) days of each school year shall be used for professional development, orientation, staff meetings and other purposes determined by the District; including a continuous 3.5 hours for teacher classroom set up and one hour for association business. (*This is the same hour referred to in Article 4, Section G.*) The fourth day will be for staff development and will take place on the first day after winter break. The District and the Association agree that if schools are closed due to natural disaster or for some reason beyond the control of the District, unit members may be required to work beyond the date specified on the school and work calendar in order to meet the above work year requirements at no additional compensation.

2. The work calendar for all members of the bargaining unit shall be determined by the District after input from the bargaining unit and distributed to unit members prior to the last day of school.

D. STAFF DEVELOPMENT DAYS

The District, in its sole discretion, may calendar staff development days in addition to contract days. All unit members who attend a complete staff development day shall be paid at a rate of \$310 retroactive to 07/01/2017. Unit members who are not present the entire day will not be paid. Partial payments are not permitted.

ARTICLE 13- PERSONNEL FILES

- A. The District shall maintain the confidential personnel files of unit members at the District Central Office. Every unit member has the right to inspect personnel records pursuant to Section 1198.5 of the Labor Code.
- B. All materials containing derogatory information to be placed in a unit member's personnel file shall bear clear notice to the unit member that the materials will be placed in the personnel file within ten (10) days and that the unit member may attach a statement to such materials within that ten (10) day period unless mutually agreed otherwise. For the purposes of this Article "days" is defined as days when the District Office is open for business. Information of a derogatory nature shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon.
- C. Upon written authorization by a unit member, a representative of the Association shall be permitted to review the contents of a unit member's personnel file which may be reviewed by the unit member in accordance with applicable law.
- D. A unit member may review the contents of their personnel file by making an appointment with a District administrator to do so. A District administrator or designee shall be present during the review, so that the teacher shall not add to or delete from the contents of the personnel files.
- E. Permanent personnel records, such as college transcripts, shall not be permanently removed from a unit member's personnel file.
- F. No adverse employment action may be taken against a unit member due to derogatory material unless such derogatory material was placed in the unit member's personnel file in accordance with this Article.
- G. If a unit member submits a document which is properly placed in the unit member's personnel file and the unit member request the District to confirm (date stamp received) a copy of the document, the District shall do so.

ARTICLE 14- PUBLIC CHARGES

- A. This Article shall apply only to written complaints against a unit member by a parent or guardian of a District pupil.
- B. Complaints about unit members shall be made to the unit member's immediate supervisor.
- C. Complaint Procedures
 - 1. Written complaints pursuant to this Article shall be submitted to the immediate supervisor of the unit member. Such complaints shall be submitted in writing. The written complaint shall set forth in detail all of the facts upon which the complaint is based, including but not limited to names, dates and other specific details, and shall be signed and dated by the complainant. A copy of the written complaint shall be forwarded to the unit member in a timely manner. Oral complaints and anonymous complaints shall not be processed pursuant to these procedures.
 - 2. It is strongly recommended that each written complaint be filed immediately and no later than five (5) school days after the date of the incident that resulted in the complaint. Prompt complaints facilitate an appropriate and satisfactory resolution. Although immediate reporting of a complaint is strongly recommended, if necessary, a complaint may be filed later than five (5) days after the date of the incident that resulted in the complaint.
 - 3. Each written complaint shall be reviewed by the immediate supervisor. After reviewing the complaint, the immediate supervisor shall take the following steps:
 - a. Request that the parent/guardian meet with the immediate supervisor to discuss the complaint. The supervisor may request that the pupil of the parent/guardian who filed the complaint be present during part or all of this meeting;
 - b. Meet with the unit member to notify the unit member of the complaint and to discuss the complaint with the unit member; and
 - c. Meet with any other person the immediate supervisor deems appropriate to discuss the complaint.
 - 4. After reviewing the complaint, meeting with the unit member and requesting to and/or meet with the complainant, the immediate supervisor may request that the complainant meet with him or her, with or without the unit member, to attempt to resolve the complaint.

5. After following the procedures set forth in paragraph C above, the immediate supervisor shall forward to the complainant and the unit member a recommended resolution in writing.
6. If either the complainant or the unit member are not satisfied with the resolution, the complaint, along with the investigation and attempts at resolution shall be forwarded to the Superintendent.
7. The Superintendent may meet with the complainant and/or the unit member. The Superintendent shall issue a decision regarding the complaint which shall be provided to both the complainant and the unit member.

D. Complaint to the Governing Board

1. If the complainant is not satisfied with the response of the Superintendent, the complainant may file the complaint with the Governing Board. A complaint filed with the Governing Board shall be filed no later than ten (10) school days after the date the Superintendent sent notice of the Superintendent's decision regarding the complaint. The complainant shall submit to the Governing Board a written notice of the basis upon which the complainant desires to appeal the decision of the Superintendent. The complaint to the Governing Board shall be filed with the Superintendent, who shall forward the complaint to the Governing Board.
2. The Governing Board retains sole discretion to decide whether or not to hold a meeting regarding the complaint. If the Governing Board decides to hold a meeting regarding the complaint, such meeting shall be held within thirty (30) school days after the complaint is filed with the Governing Board. The Governing Board may extend the above period if appropriate or necessary.
3. The Superintendent shall provide the complainant and the unit member with notice of no less than five (5) school days of the time, date and place of any meeting of the Governing Board regarding the complaint. The Governing Board shall request that the complainant and unit member attend the meeting.
4. The meeting shall be held in closed session unless the unit member requests in writing at least five (5) school days prior to the date of the meeting that it be held in a public session. The complainant and the unit member shall both have an opportunity to attend and to speak at the meeting. The complainant shall have the opportunity to speak first. The Governing Board may question the complainant and the unit member. The Governing Board also may request other persons to attend and speak during this meeting.
5. The Governing Board shall prepare a written response to the complainant. The written response shall be forwarded to the complainant and the unit member within thirty (30) school days after the conclusion of the meeting before the Governing Board. The Governing Board may extend the above period if

appropriate or necessary. The decision of the Governing Board shall be final and binding.

- E. While oral or anonymous complaints shall not be processed through this Procedure, nothing in these procedures, however, shall prevent the District from investigating such complaints.
- F. No reference to complaints which are determined by the District to be without merit shall be placed in the unit member's personnel file or utilized in any evaluation or disciplinary action against the unit member.
- G. This Article is subject to the grievance procedure only to the extent that it is alleged that the procedures herein are violated by the District.

ARTICLE 15- ASSIGNMENT AND REASSIGNMENT

A. General Provisions

1. Definitions:

"Assignment" includes an assignment to a particular grade level and subject. The Administrator shall provide notice of all assignments to new teachers as soon as practicable.

"Reassignment" means a change in one or both of the above described elements of an assignment where such change is made after the unit member has received his or her final assignment.

"Involuntary reassignment" is a reassignment initiated by the Superintendent within his/her discretion to which the unit member objects.

"Extra-duty assignments" are assignments to positions on the Extra Duty Pay Schedule which is determined on a year-to-year basis within the discretion of the Superintendent and approved by the Board. No credit toward permanency shall accrue for time served in an extra-duty assignment. Such assignments may be terminated at any time and for any reason by the Board.

2. Assignment and Reassignment

- a. A unit member may be assigned to at least one committee of their choosing during the workday. Unit members who do not volunteer to serve on a committee may be assigned to a committee by the Administration. The Administration will contact the Association with the requisites for serving on the committee. The Association will assign a committee member who meets the requisites. By September 1st of each school year, the Association shall provide the District with a list of volunteers at each school site who are willing to be called during the work day to screen applicants for probationary certificated employment and/or to be on

an interview committee to interview applicants for certificated positions. The Association may update the list from time to time at its discretion.

- b. A reassignment may be initiated by any unit member with a written request or by the District. Final decisions regarding all assignments and reassignments shall be made by the Administration.
3. Notice of vacancies or new assignments shall be posted at the school periodically as they arise during the spring semester and summer recess. Vacancies which arise during the summer and spring recess shall be mailed to the Association President or designee.
4. All unit members other than newly employed unit members shall be provided with their tentative assignments in writing for the forthcoming school year by July 1st. The notice shall include the school site, grade level/subjects to be taught.
5. Tentative assignments are made at the discretion of the Administration. Such assignments must be consistent with the teacher's credentials except as otherwise authorized by law. Tentative assignments may be changed at the discretion of the Superintendent prior to the first student day of the school year for any or all of the following reasons:
 - a. The number of students enrolled
 - b. The number of currently employed teachers and their credentials
 - c. The best interests of the educational program and students
 - d. To fill an unanticipated vacancy
6. Following the first day of school, a change in assignment not noticed prior to the first day of school shall be treated as an involuntary reassignment.
7. Except in an emergency, the Superintendent shall offer the unit member an opportunity to discuss any involuntary reassignment prior to implementation. Such reassignments shall be limited to the above identified circumstances. Notification of involuntary reassignment shall be made by certified mail or personal delivery.

B. Posting of Vacancies

Vacancies shall be posted for five (5) calendar days at each school site prior to being advertised outside the District. A copy of the posting shall be provided to the Association President.

1. Unit members interested in applying for a specific vacancy or new assignment posted at a site must notify the District in writing of a request for consideration for that specific vacancy. During the summer recess, the President of the Association or designee shall be notified of any vacancies that may occur during the summer recess

to enable the President or designee to contact those unit members who have expressed to them an interest in possible vacancies which occur prior to the first day that unit members report for duty.

2. Unit members may request reassignment during the school year, if there is a vacancy for which the member is qualified and the Superintendent determines within his or her sole discretion that the vacancy will be filled by the reassignment of a currently employed unit member rather than a newly hired unit member.
3. A unit member who has timely applied for a reassignment within the aforementioned five (5) calendar day period to a vacant position shall be provided the opportunity to meet with the Superintendent to discuss the reasons for any denial. The unit member may request the reasons for the decision in writing. Requests for reassignments shall not be arbitrarily and capriciously denied.

C. Involuntary Reassignment During the School Year

The Superintendent may involuntarily reassign a unit member at any time with at least five (5) calendar days prior written notice to the unit member. This five (5) day period may be disregarded only in emergency circumstances. Upon written request, except in emergencies, the unit member will be granted the opportunity to meet with the Superintendent prior to the implementation of the involuntary reassignment upon notice to the Superintendent within this five (5) day period. An involuntary reassignment will be made for one or more of the reasons specified in paragraph A.5 above and shall not be made for arbitrary and capricious reasons. Whenever possible, the District shall seek volunteers prior to making any involuntary transfer/reassignment. The period of the assignment shall end upon the hiring of an appropriately credentialed replacement for the reassigned unit member unless the unit member is offered and accepts the reassignment for the duration of the semester or school year in which reassigned.

ARTICLE 16- EVALUATION PROCEDURE

A. Purpose

The purpose of evaluation is to improve the competence and effectiveness of the teaching staff and thereby improve the quality of the educational program for students. Evaluation is also a process by which good teaching can be recognized.

B. Basis

The basis of the District's evaluation program is the District's Philosophy and Goals of Education, the Stull Act provisions of the Education Code and the California Standards for the Teaching Profession at APPENDIX E.

The Governing Board will ensure that each administrator who evaluates teachers has an Administrative credential.

C. Procedures

1. The District retains sole responsibility for the evaluation and assessment of the job performance of each teacher and, except as required by law, the implementation and administration of the procedures for such evaluation is solely within the discretion of the District.
2. The Stull Act evaluation parameters will be followed:
 - a. The progress of pupils toward the standards of expected student achievement at each grade level in each area of study.
 - b. The instructional techniques and strategies used by the employee.
 - c. The employee's adherence to curricular objectives.
 - d. The establishment and maintenance of a suitable learning environment, within the scope of the employee's responsibilities.
 - e. Additional evaluation and assessment guidelines or criteria related to an employee's assignment, job description, adjunct or extra duties or responsibilities.
3. Evaluations and assessments made pursuant to this procedure shall be reduced to writing and a copy thereof shall be transmitted to and a meeting held with the teacher regarding the evaluation and assessment not later than thirty (30) days before the last day school day scheduled on the school calendar adopted by the Governing Board for the school year in which the evaluation takes place.
4. The teacher shall have the right to initiate a written reaction or response to the evaluation and assessment. The evaluation and assessment and any response shall become a permanent part of the teacher's personnel file.
5. First year teachers shall be evaluated twice a year. The first evaluation shall occur seven (7) to eleven (11) weeks after the beginning of school or employment, with the second evaluation occurring at least sixty (60) days prior to the end of the school year (except when not possible due to date of employment). Each evaluation shall be based on at least two formal observations.

Teachers with two (2) to five (5) years experience shall be evaluated at least once a year. The evaluations shall occur at least sixty (60) days prior

to the end of the school year. Each evaluation shall be based on at least two (2) formal observations.

Teachers with more than five (5) years experience in the school district shall be formally evaluated once every other year. The evaluation shall occur at least sixty (60) days prior to the end of the school year. Each evaluation shall be based on at least two (2) formal observations.

6. Each formal observation shall be no less than 20 minutes in duration and will be followed by an observation conference between the teacher and the evaluator.
7. The evaluation and assessment will include the following:
 - a. Recommendations for improvement as necessary;
 - b. Commendations.
8. In the event that a permanent teacher receives an unsatisfactory written evaluation and assessment, that teacher will be recommended as a Referred Participating Teacher to the District's Peer Assistance and Review Program (PAR) pursuant to Article 18 of this Agreement.

D. Other Provisions

1. Anonymous complaints shall not be used as part of the evaluation and assessment procedures.
2. The immediate administrator/supervisor or his/her designee shall normally be the teacher's evaluator.
3. Teachers shall not evaluate other teachers.
4. The District retains the right to prepare and utilize evaluation forms and other forms relating to the evaluation and assessment process. Prior to the adoption of any forms relating to this Article, the Association will be consulted.

ARTICLE 17- PERSONAL AND ACADEMIC FREEDOM

The District and the Association agree that unit members may express their professional opinions in the classroom and during instructional times with regards to matters directly relevant to the approved course content. Unit members shall not utilize their positions to attempt to indoctrinate pupils with their personal, political or religious views. Unit members shall make every effort to offer differing points of view on any controversial subjects that may come up and which are relevant to the approved course content. Unit

members shall always promote an educational atmosphere, which is conducive to free and open inquiry by pupils.

Unit members shall not engage in political or religious activities during instructional periods with pupils.

Unless otherwise authorized by law, the personal activities of teachers outside of their employment with the District and while they are off duty are not a concern of the District unless such activities have an adverse impact on their employment with the District, or are incompatible or inconsistent with their employment with the District as prohibited by Government Code Section 1126.

ARTICLE 18 – PEER ASSISTANCE AND REVIEW

A. Purpose

1. The Peer Assistance and Review Program (PAR) allows exemplary teachers to assist permanent and beginning teachers in the areas of one or more of the District's teaching standards.
2. The extent of the Program's assistance and review depends on whether the participating teacher is a beginning teacher, a teacher who volunteers to participate, or a permanent teacher who has been referred to the program. The Program's assistance shall be provided through the Consulting Teacher as described in detail in Section H and I.
3. The program resources shall be utilized in the following priority for:
 - a) Referred Participating Teachers
 - b) Beginning Teachers
 - c) Teachers who volunteer to participate

B. Definitions for Purposes of this Article

1. "Classroom Teacher or Teacher"-Any classroom teacher.
2. "Participating Teacher"-A beginning teacher who volunteers or a teacher who is required by this Article to participate in the Program.
3. "Referred Participating Teacher with an Unsatisfactory Evaluation"- A teacher with permanent status who has been placed on an Evaluation Plan because his/her supervisor has determined that he/she does not meet one or more of the District's teaching standards.

4. "Beginning Participating Teacher"-Any probationary teacher or a teacher working with less than a Clear Credential or any pre-intern teacher participating in a program established according to Education Code Sections 44305, et seq.
5. "Voluntary Participating Teacher"-Any permanent teacher other than a Referred Participating Teacher who wishes to receive assistance by utilizing the Program system.
6. "Consulting Teacher"-An exemplary teacher meeting the requirements whom is selected by the Joint Panel to provide Program assistance to a Participating Teacher.
7. "Evaluator"-An administrator or instructional supervisor appointed by the District to evaluate certificated employees.
8. "District Teaching Standards and the California Standards for the Teaching Profession"
 - a. The progress of pupils toward the standards established pursuant to subdivision (a) and if applicable, the state adopted academic content standards as measured by state adopted criterion reference assessments.
 - b. The instructional techniques and strategies used by the teacher.
 - c. The teacher's adherence to curricular objectives.
 - d. The establishment and maintenance of a suitable learning environment with the scope of the teacher's responsibilities.
9. "California Standards for the Teaching Profession"- See Article 16.

C. Governance and Program Structure - The Joint Panel (JP)

1. The Peer Assistance and Review Program will be administered by a Joint Panel consisting of five (5) members, three (3) teachers selected by the certificated classroom teachers plus two (2) alternate teachers, and two (2) administrators appointed by the Superintendent. The Superintendent shall serve as an alternate JP member in the absence of an administrator.
 - a. The Joint Panel teachers' must have the following qualifications: a permanent-tenured District status; a clear teaching credential; and must be selected by the Association.

- b. A Joint Panel member's term shall be three (3) years.
- c. The Joint Panel shall establish a procedure for selecting the Chair.
- d. The term of the Chair shall be no more than two (2) years, and the position shall alternate between the Association and the District. The Chair shall be a full voting member of the Joint Panel.
- e. Three (3) of the five (5) members, one of who will be an administrator, will constitute a quorum for meeting purposes and conducting business.
- f. If a Joint Panel teacher becomes a Referred Participating Teacher, the selected alternate teacher will serve in their place.

D. The Joint Panel's primary responsibilities are to establish the annual Program and budget, and to select and oversee the Consulting Teacher. In addition, the Joint Panel is responsible for:

- 1. Submitting to the Governing Board recommendations regarding Referred Participating Teachers, including forwarding the names of any individuals whom, after assistance, are unable to demonstrate satisfactory improvements.
- 2. Making an annual report to the Governing Board, the Administration and the Association regarding the Program's impact, overall effectiveness, and recommendations for improvements in the Program.
- 3. Selecting the Consulting Teacher.
- 4. Reviewing the Consulting Teacher's reports on Referred Participating Teachers.
- 5. Evaluating the effectiveness of the Consulting Teacher in his/her role.
- 6. Forwarding to the District office at the end of the year all records regarding the Program, which shall be filed separately from individual personnel records, except for in Section M. 8 of this Article.
- 7. Sending written notification of participation in the PAR Program to the Referred Participating Teacher, the Consulting Teacher and the site administrator.

8. Adopting Rules and Procedures to affect the provisions of this Article. Said Rules and Procedures will be consistent with the provisions of this Article and Agreement and to the extent there is an inconsistency the Agreement will prevail.
 9. Establishing a procedure for application as a Consulting Teacher.
 10. Determining the number of Consulting Teachers in any school year based upon participation in the PAR Program, the budget available and other relevant considerations.
 11. Determining along with the Consulting Teacher, the number of observations and time limits for Participating Teachers' observations, the time frame and proposed further Panel meetings.
 12. Reviewing the final report prepared by the Consulting Teacher and making recommendations to the Governing Board and administration regarding the Referred Participating Teacher's progress in the Peer Assistance and Review Program.
 13. Monitoring and evaluating the effectiveness of the Consulting Teacher and making decisions regarding the CT's continuation in the Program.
 14. Joint Panel members will be required to attend training programs designed to prepare them for their role.
- E. All proceedings and materials related to evaluations, reports and other personnel matters shall be strictly confidential. Therefore, the Joint Panel members and Consulting Teacher may only disclose such information as necessary to administer this Article.
- F. The Joint Panel shall use the following procedure for establishing the annual Program plan and Budget:
1. No later than May 15th, of each fiscal year the Joint Panel will establish a Peer Assistance and Review Program and budget for the succeeding year, which will include: the estimated state revenues for the Program; the estimated expenditures, involving:
 - a. Projected number of Participating Teachers.
 - b. Projected number of Consulting Teachers (full and part-time) needed to serve the Program's need.
 - c. Release time for the Panel and the Consulting Teacher.

- d. Pay for the Consulting Teacher(s) that is consistent with the pay parameters established by the negotiating parties.
 - e. Projected costs for training, administrative overhead, and if necessary, legal and consulting assistance.
2. By May 31st, the Program plan/budget will be submitted to the Association President and the Superintendent for approval. If the plan/budget is not approved by both parties, it may be modified by mutual agreement.

G. Consulting Teacher (CT)

1. A Consulting Teacher is a teacher who provides assistance to a Participating Teacher pursuant to the Peer Assistance and Review Program. The Consulting Teacher's qualifications shall be set forth in the PAR Rules and Procedures, provided that the following shall constitute the minimum qualifications.
 - a. A clear credentialed classroom teacher with permanent status/tenure.
 - b. Five (5) years recent experience in classroom instruction.
 - c. Shall demonstrate exemplary teaching ability, as indicated by among other things, effective communication skills, subject matter knowledge, and mastery of a range of teaching strategies necessary to meet the needs of students in different contexts, as determined by application, observation and interview.
 2. Consulting Teacher positions may be full or part-time. Consulting Teacher positions shall be posted. Each applicant shall be required to submit a completed application, which shall include at least three (3) references from individuals who have direct knowledge of the applicant's teaching experience.
 3. Consulting Teachers shall be selected by a majority vote of the Joint Panel.
 4. The term of the Consulting Teacher shall be two (2) years. The Joint Panel shall open and accept applications for the Consulting Teacher every two (2) years.
 5. Functions performed pursuant to this Article by bargaining unit teachers shall not constitute either management or supervisory functions.
- H. The Consulting Teacher shall maintain all rights of a District teacher. In addition to the regular salary a Consulting Teacher shall receive an annual stipend of \$5,643.00 for all work beyond the regular workday and/or work year.
- I. Upon completion of his/her service as a released Consulting Teacher, the Consulting Teacher shall be returned to his/her previous assignment or one as close to the previous position.

- J. The Consulting Teacher is responsible for observing the Participating Teacher(s) a minimum of four (4) times per semester. Each observation session shall be a minimum of twenty (20) minutes per session.
- K. The Consulting Teacher shall meet with the Participating Teacher(s), spending a minimum of twenty (20) hours per semester conferring, advising, and modeling the teaching standards/domains. The CT is responsible for arranging opportunities for the PT to observe other teachers if deemed necessary.
- L. The Consulting Teacher shall conduct multiple observations of the Participating Teacher(s) during classroom instruction and shall have a pre-observation and post-observation conference for each observation.
- M. The Consulting Teacher will be required to attend training programs designed to prepare him/her for their role.

N. PAR Participants

1. Beginning Participating Teachers (BPT)

- a. A Beginning Teacher who is not eligible for the Beginning Teacher Support Assessment and Program (BTSA) will be placed in the Beginning Teacher Induction Program and will be assigned placement with a Consulting Teacher. This Induction Program follows the Peer Assessment and Review Volunteer Participant guidelines.
- b. Because beginning teachers' participation is not legally mandated, neither the Consulting Teacher nor the Joint Panel will make written reports regarding individual-beginning teachers, nor forward to the Board the names of individual beginning teachers who participated in the Program.

2. Volunteering Participating Teachers (VPT)

- a. A Volunteering Participating Teacher is a teacher who volunteers to participate in the Peer Assistance and Review Program. The purpose in volunteering to participate in PAR is to receive peer assistance from the Consulting Teacher, therefore promoting professional development. The CT shall not participate in a performance review of the VPT. There are two (2) categories of VPT's:

- (1) Beginning Teacher Support and Assessment (BTSA) eligible teachers;
- (2) A permanent teacher who initiates participation (self-referral).

- b. Teachers eligible to be a Volunteering Participating Teacher (VPT) may submit their name to a Consulting Teacher to receive assistance.
 - c. The Consulting Teacher will collaborate with the Volunteering Participating Teacher in developing a professional growth plan. This collaboration may include the principal.
 - d. Unless requested by the Volunteering Participating Teacher, information obtained by the CT while assisting the VPT cannot be utilized in the evaluation process.
 - e. Permanent teachers with satisfactory performance are not mandated by law to participate in the Program; therefore, neither the Consulting Teacher nor the Joint Panel will forward to the Board the names of individual Volunteering Participating Teachers or report on the outcome of their participation.
- O. Referred Participating Teacher (RPT)
- 1. A Referred Participating Teacher will receive assistance and coaching to improve his/her teaching performance on District Teaching Standards and California Standards for the Teaching Profession.
 - 2. Any permanent teacher who has been placed on a Peer Assistance Review Evaluation Plan due to not meeting District Teaching Standards and the California Standards for the Teaching Profession must participate in the PAR Program.
 - 3. The Consulting Teacher's assistance and review shall focus on the specific areas identified in the support/improvement plan developed by the Referred Participating Teacher's Evaluator(s) and Principal. Program for such shall include:
 - a. Performance goals will be in writing, clearly stated, and aligned with student learning and consistent with evaluation requirements (EC 44662).
 - b. Assistance and review shall include multiple observations of the Referred Participating Teacher during periods of classroom instruction.
 - c. A cooperative relationship will be maintained between the Consulting Teacher and principal regarding the Peer Assistance and Review process.
 - d. Sufficient staff development activities to assist the Referred Participating Teacher(s) to improve his/her teaching skills and knowledge.
 - e. A monitoring component of written records.
 - f. A final evaluation of a Referred Participating Teacher to be made available for placement in RPT's personnel file.
 - 4. The Principal and the assigned Consulting Teacher shall meet to discuss the areas recommended for improvement as outlined by the Principal and the types of

assistance to be provided to the Referred Participating Teacher by the Consulting Teacher.

5. The Consulting Teacher, Principal and Evaluator(s) are expected to establish a cooperative relationship and shall coordinate and align the assistance provided to the Referred Participating Teacher.
6. The Consulting Teacher, Evaluator(s), Principal and Joint Panel shall meet to discuss the implementation plan (duration and frequency of observations) for assistance to the Referred Participating Teacher.
7. At the end of the time period specified in the support/improvement plan, the Consulting Teacher shall complete a written report describing the Referred Participating Teacher's participation in the PAR Program. This report shall consist solely of:
 - a. A description of the assistance provided by the CT.
 - b. A description of the RPT's participation in the Program.
 - c. This report shall be submitted to the Joint Panel, with copies also submitted to the RPT, Evaluator(s) and Principal.
8. The CT's report (described in 7 above) shall be made part of the RPT's annual evaluation.
9. After receiving the report, the Joint Panel shall determine whether the RPT will benefit from continued participation in the Program.
10. The RPT will continue participating in the Program until the Joint Panel determines that he/she will no longer benefit from participation or the RPT receives a satisfactory evaluation.
11. The names of the Referred Participating Teacher(s), which after assistance are not able to demonstrate satisfactory improvement, will be forwarded by the Joint Panel to the Governing Board.

P. Other Provisions

1. Teachers who function as Joint Panel members or Consulting Teacher(s) under this Article shall not be considered either management or supervisory employees as defined by Government Code Section 3540.1 (g) and (m).
2. Teachers who perform functions as Consulting Teachers or Joint Panel members under this Article shall have the same protection from liability and access to

appropriate defense as other public school employees pursuant to Division 3.6 (commencing with Section 810) of Title I of the California Government Code.

3. All parts of the selection process for CTs will be treated as confidential and will not be disclosed except as required by law.
4. All the documents for the Program will be filed by the District office separately from the individual personnel records, except as set forth in Section M, number 7 of this Article.

Q. Peer Assistance and Review Compensation Schedule:

1. Cooperating Teacher - Placement on Teacher Salary Schedule, plus an annual stipend of \$5,643.00 for all work beyond the regular workday and/or work year.
2. Teacher PAR Panel Members three (3) - An annual stipend of \$500.00, plus an amount equal to the teacher's daily rate of pay for attending out of District PAR trainings and/or meetings.
3. Alternate Teacher PAR Panel Members two (2) - An amount equal to the teacher's daily rate of pay for attending out of District PAR trainings and/or meetings held outside the regular work year of 184 days.

NOTES:

1. The PAR program will fund costs of trainings/meetings, etc.
2. PAR funds will also be used to pay BTSA support providers \$1,250.00 for each beginning teacher based on the formula of 50 hours x \$25.00/hour. This is part of the Countywide BTSA consortium guidelines.

ARTICLE 19 – SAFETY

- A. The Governing Board recognizes its responsibility to give all reasonable support and assistance to unit members with respect to the maintenance of control and discipline in the classroom. Whenever it appears that the presence of a particular student in the class will impede the education of the class because of disruptions caused by said student, the District will relieve the unit member of responsibilities with respect to said student if mutually agreed by the unit member and site administrator.
- B. All rights and remedies afforded unit members to suspend students from their class are set forth in the Education Code.
- C. Bargaining unit members shall not be required to work in unsafe conditions or to perform tasks that endanger their health or safety or well-being, except that all staff unit members

may be asked to perform emergency aid services if student or employee and staff safety is in jeopardy.

- D. Upon notification, the District shall eliminate or correct any unsafe or hazardous conditions within thirty (30) calendar days of notification.
- E. The District shall comply with provisions of the California Occupational Safety and Health Act, as amended (California Labor Code 6300, et seq.) and regulations relating thereto (8 California Administrative Code Section 330, et seq.).
- F. The District shall, within five (5) calendar days of receipt, provide the Association a copy of any correspondence between the District and CAL-OSHA pertaining to the safety of unit members.
- G. In the event of any emergency school or District closure, including, but not limited to natural disaster, quarantine, or government order, unit members shall receive their daily rate of pay and benefits.

ARTICLE 20 – JOINT COMMITTEES

- A. The Administration and the Association shall establish such professional study committees as may be necessary to advise the District on such matters as teaching techniques, course(s) of study, textbooks, curriculum guides, pupil testing plans, philosophy and educational goals for the District, research and experimentation, educational specifications for buildings and other related matters.
- B. The committee(s) shall meet at such times and places as may be determined by the committee(s). The committee(s) shall have the responsibility to recommend in writing any proposed changes to the above items for Board consideration.

ARTICLE 21- NEGOTIATIONS PROCEDURES

A. Initiation of Negotiations

The Board, upon acceptance of the Association's initial proposals, shall discharge its responsibilities to the Association under the rules and regulations promulgated by the Public Employee Relations Board (PERB) and the laws of the State of California.

Both parties to this Agreement recognize the value of positive relationships and accordingly agree to negotiate in a timely fashion and in good faith.

B. Negotiations Process

The Superintendent will make available to the Association, his/her proposed, detailed budget for next fiscal year as soon as available. He/she shall also provide preliminary and supporting detailed budget data and other relevant, available data requested by the

Association concerning the ability of the District to fund such matters as may be subjects of negotiations.

The Association shall be guaranteed release time for the negotiating team, for the purpose of attending scheduled sessions of negotiations and impasse procedures during working hours without the loss of pay or benefits. The time of release shall be mutually agreed.

Each party shall select the members of its own negotiating team as it sees fit and neither party shall have any control over the selection of members of the other party's team. Each party shall select a reasonable number of members to serve on their respective negotiating teams.

The parties mutually pledge that the members selected by each of them shall be clothed with all the necessary power and authority to present and consider proposals, make concessions in the course of negotiations, subject only to the ultimate ratification.

Negotiations may be conducted during the school day at a location mutually agreeable to the negotiators named by each party. The date, time and location of each meeting after the first shall be mutually established at the previous meeting.

Upon reasonable demand of either party representatives of the Board's and the Association's negotiating team, they shall meet at a mutually acceptable time to discuss implementation of this Agreement.

C. Adopting Agreements

Tentative agreements reached as a result of these negotiations are subject to the ratification by the Association and the Board. After ratification by both parties, the chief officers of the Board and the Association shall sign the ratified Agreement.

ARTICLE 22 – STATUTORY CHANGES

If there is newly enacted federal or state legislation or a change in a state or federal statute during the term of this Agreement which is in conflict with any express term of this Agreement or requires the District to act on matters within the scope of representation, the parties will meet and negotiate a new or replacement provision upon the request of either party.

ARTICLE 23 – SAVINGS

If any provision of this agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. Upon the demand by either party, the parties will meet and negotiate over a replacement provision for the deleted provision.

ARTICLE 24 - EFFECT OF AGREEMENT

- A. The District and the Association mutually agree that that terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties, which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.
- B. The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The District has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement.
- C. The District and the Association hereby clearly and unequivocally waive their rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.
- D. Any policies and practices of the District in conflict with or inconsistent with the specific and express terms of this Agreement may be deleted by the District. The District may amend, change, delete or adopt policies and practices as long as those policies and practices do not violate specific and express terms of this Agreement.

