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(2003)**

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COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
KERN HIGH SCHOOL DISTRICT  
AND  
KERN HIGH SCHOOL FACULTY ASSOCIATION

2003-2006

Accepted: October 23, 2003.

ARTICLE I  
IMPLEMENTATION

Agreement

A. The Articles and provisions contained herein constitute a bilateral and binding agreement (hereinafter referred to as "Agreement") by and between the **KERN HIGH SCHOOL DISTRICT** (hereinafter referred to as "District," "Employer," or "Board") and the **KERN HIGH FACULTY ASSOCIATION**, an affiliate of the **CALIFORNIA TEACHERS ASSOCIATION** and the **NATIONAL EDUCATION ASSOCIATION** (hereinafter referred to as the "Association or "Exclusive Representative"), an employee organization, and pertaining to bargaining unit members (hereinafter referred to as "Employees"). This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code (hereinafter referred to as the "Act").

Recognition

- B. The Employer recognizes the Association as the Exclusive Representative of all certificated employees including classroom teachers on contract, librarians, department chairs, school/community advisors, speech therapists, adult school teachers on contract, adult school hourly employees who work 20 or more hours per week, and permit and Student Age Parenting and Infant Development (SAPID) teachers working in child care programs. Specifically excluded from the unit are all management, confidential, and supervisory employees, as well as counselors, adult school hourly employees who work less than 20 hours per week, and all substitutes.

ARTICLE II  
SALARY

A. The "Certificated Base Salary Schedule" and related salary schedules, which are coterminous with the provisions of this Agreement, are attached as Appendices A through A.4.

1. The "Schedule for Extra Services," which is coterminous with the provisions of this Agreement, is attached as Appendix B.

2. For each school year of this Agreement, step or column movements for those employees who have qualified during the prior school year shall be implemented at the beginning of the subsequent school year, pursuant to District policy.

3. Steps #14, #15, #16 and #17 are awarded on the basis of longevity and are available only on Class VI. Step #18 is awarded on the basis of longevity and is available only on Class VI with a master's degree.

4. An employee who is transferred from regular day school to ROP, full-time or part-time, shall remain on the regular salary schedule.

B. For each year of this Agreement, the Certificated Base Salary Schedule shall be as follows:

1. **2003-2004:** The 2003-2004 Salary Schedule shall reflect an increase of one percent (1.00%) over the 2002-2003 Salary Schedule as set forth on Appendix A, effective July 1, 2003. In addition, unit members shall be compensated by one percent (1.00%) off-schedule for the 2003-2004 school year only.

2. **2004-2005:** For the 2004-2005 school year, unit members shall be compensated by two percent (2.00%) off-schedule, effective July 1, 2004.

a. All or any part of the two percent (2.00%) shall be applied to the Salary Schedule if the 2004-2005 State-funded Base Revenue Limit Cost of Living Adjustment per unit of Average Daily Attendance ("BRL/ADA"), including Deficit Factor, results in an increase over the 2003-2004 BRL/ADA amount on a percent-for percent basis. For example, if the calculation results in a one-half of one percent (0.50%) increase over the 2003-2004 BRL/ADA, the Salary Schedule shall be increased that amount and the off-schedule portion shall be one and one-half percent (1.50%) for the 2004-2005 school year only.

b. If the State-funded BRL/ADA, including Deficit Factor, exceeds two percent (2.00%), then the amount greater than two percent (2.00%) shall be placed on the Salary Schedule.

3. **2005-2006:** For the 2005-2006 school year, unit members shall be compensated by three percent (3.00%) off-schedule, effective July 1, 2005.

a. All or any part of the three percent (3.00%) shall be applied to the Salary Schedule if the 2005-2006 State-funded BRL/ADA, including Deficit Factor, results in an increase over the 2004-2005 BRL/ADA amount on a percent-for percent basis. For example, if the calculation results in a one-half of one percent (0.50%) increase over the 2004-2005 BRL/ADA, the Salary Schedule shall be increased that amount and the off-schedule portion shall be two and one-half percent (2.50%) for the 2005-2006 school year only.

b. If the State-funded BRL/ADA, including Deficit Factor, exceeds three percent (3.00%), then the amount greater than three percent (3.00%) shall be placed on the Salary Schedule.

4. With regard to the application of either paragraph B.2 or B.3 of this Article, if Proposition 98 is suspended or the State-funded BRL/ADA is decreased by three (3.00%) percent or greater from the 2003-2004 August Adopted State Budget, implementation of the applicable paragraph shall be suspended upon written notice from the District and negotiations shall be reopened. If the District reopens this Article,

the Association may reopen one other Article.

C. In order for a staff member to qualify for advancement from any particular classification to a higher classification, he/she must show evidence of having satisfactorily completed fifteen (15) semester units [with the exception of Class I to Class II, which is thirty (30) units of acceptable course work]. Units earned in the following manner will be acceptable for salary class advancement:

- The following courses taken at colleges and universities accredited by the regional accrediting associations will be accepted without special approval, upon filing proper transcripts or grade slips:
  - a. All graduate courses closely related to a major, minor or teaching field taken in residence at an approved college or university.
  - b. All extension graduate courses closely related to a major, minor or teaching field.
  - c. All upper division courses closely related to a major, minor or teaching field.
  - d. One or more lower division courses may be taken during the year (September 1st through August 31st) if closely related to major, minor or teaching field if total value does not exceed three semester units.
  - e. Additional lower division units must be approved in advance of completion. Acceptable sample planned programs are as follows:
    - Fulfillment of the bachelor's degree by a holder of the vocational teaching credential in trades and industry (postponement of requirements).
    - Development of proficiency in a foreign language, e.g., Spanish.
    - Development of proficiency in computer use).
  - f. All other collegiate-level courses require prior approval from the Personnel Administrator. Courses outside a major, minor or teaching field may be permissible if their value to the teaching assignment is justified.
  - g. Credit for District Professional Development and other approved Workshops will be accepted as provided by this paragraph. Applications for the program may be obtained from the Personnel Division. The Personnel Administrator will determine course approval. Credit may be earned at the rate of one (1) semester unit for each fifteen (15) hours of work. Hours earned in approved courses and workshops that are less than eight (8) hours may be accumulated. These hours will be recorded with the Office of Special Projects or the workshop provider and will be forwarded to the Personnel Office when 15 hours (1 semester unit) have been accumulated.
  - h. All courses at any level may be repeated for credit after an interval of eight (8) years, as long as they still comply with the established rules.
  - i. The credit granted shall be governed by the rule in existence at the time the activity was begun.
  - j. A grade of at least "C" or "pass" must be earned on all course work.

- k. Credit of less than one-half ( $\frac{1}{2}$ ) semester unit will not be accepted.
  - l. For credit purposes, the indicated, will be based on the course completion date.
    - Although there is no maximum on the total number of units allowed, the following limits apply:
      - a. Lecture Series Courses: A maximum of three (3) semester units per fifteen (15)-unit salary class advancement is allowed for lecture series courses.
      - b. Travel/Study Courses: A maximum of three (3) semester units per fifteen (15)-unit salary class advancement is allowed for travel/study courses.
      - c. Distance-Learning Courses: A maximum of six (6) semester units per fifteen (15)-unit salary class advancement is allowed for distance-learning courses.
      - d. District-Sponsored Courses: A maximum of six (6) semester units per fifteen (15)-unit salary class advancement is allowed by District-sponsored courses and workshops. (Exception: The six-unit maximum does not apply to District-sponsored courses in Learn-to-Teach programs.)
      - e. Individualized Study Programs: A maximum of three (3) semester units per fifteen (15)-unit salary class advancement is allowed for approved individualized study programs.
      - f. Curriculum Workshops: A maximum of six (6) semester units per fifteen (15)-unit salary class advancement is allowed for courses where curriculum materials are developed.
    - No credit for salary class advancement will be granted for activities engaged in during one's regular paid duty hours.
    - No credit for salary class advancement will be granted for activities engaged in outside of regular duty hours when a stipend has been received for services rendered.
    - Credit for salary class advancement may be granted for that portion of appropriate in-service activities which exceed the number of hours for which one has received a stipend, providing the activity was approved.
    - Transcripts or grade slips must be filed with the District Personnel Division by November 30th if credit is to be applied to the current year's contract. If this deadline is observed, the credit will be made retroactive to the beginning of the school year. Work to be applied to the contract for that school year must be completed prior to August 31st.
- D. All employees who serve other than the established work year shall receive salary which bears the same ratio to the established annual salary for their position as the number of days they serve bears to the number of regular workdays.
- 1. Employees who serve for one full school semester shall receive not less than one-half the annual salary for their position.
  - 2. "Daily rate of pay" shall mean the annual salary divided by the number of days in the employee's work year.
- E. Salary payments shall be made no later than the last day of each month on which the District office is open for business.
- 1. Salary payments for service in addition to the employee's regular assignment shall be made as soon as possible within the Employer's control following the payroll period in which the service was

completed.

2. The salary warrant, or an attachment, shall provide an itemized listing of any extra services payment.

F. The mileage rate for employee use of a personal vehicle (at the direction of the District) shall be the current applicable rate set by the Internal Revenue Service.

G. The District shall reimburse employees for loss or damage to personal property in the course of employment not occasioned by their own neglect, mistake, or negligence up to a maximum of \$300 per incident.

1. Employees using their own tools, instructional equipment, or instructional materials shall have advance written approval of their immediate supervisor or the provisions for reimbursement shall not apply.

2. Damage to employees' automobiles shall not be covered unless the automobile is being utilized by the employee at the written direction of the District.

H. Regular day school teachers who substitute or who are needed to proctor state-mandated tests during their preparation period may opt for compensatory time off instead of pay. Teachers shall select either compensatory time off or pay at the beginning of each school year. Those who choose the time off shall earn a credit of one hour for each period of substitution.

1. When five hours of credit are accumulated, the teacher shall be awarded a day off of work without loss of pay on three days' advance notice. The day off would be granted automatically unless sufficient substitutes were unavailable or on scheduled staff development or final examination days. No more than two days off may be taken in any one school week.

2. An employee who completes the work year with hours of credit shall be compensated pursuant to the hourly rate set forth in Appendix B, Table III.

3. A teacher who does not opt to earn credit toward time off shall be compensated pursuant to the hourly rate set forth in Appendix B, Table III.

4. Period substitutions during final examinations shall be compensated on a per-hour basis.

I. Upon appropriate written authorization from the unit member, the District shall deduct from the salary of any unit member and make appropriate remittance for such deductions to, but not limited to, annuities, credit unions, savings bonds, charitable donations, and any other plans or programs jointly approved by the Association and the District.

J. In the event an employee is overpaid wages or other compensation as a result of error or other circumstances, the employee and the District have an obligation to inform the other of overpayment as soon as the overpayment is discovered.

1. In the event the District discovers an overpayment, it shall notify the employee in writing of the amount and the reason it occurred. If the employee agrees with the overpayment notice, he or she shall sign a statement authorizing the deduction and return it to the District.

2. If the overpayment is \$150.00 or less, the District may deduct the full amount from the employee's next payroll check. If the overpayment is greater than \$150.00, deductions from future paychecks shall be made at the same rate the employee was overpaid.

### ARTICLE III HEALTH AND WELFARE BENEFITS

#### ► 2003-6 AGREEMENT

A. The District shall contribute the dollar amounts indicated below for the health and welfare benefits specified:

1. For each year of this Agreement, the District shall make a tenthly contribution for medical insurance for each employee and eligible dependent(s).
2. For each school year of this Agreement, the District shall make a tenthly contribution for dental insurance for the employee and eligible dependent(s).
3. For each school year of this Agreement, the District shall make a tenthly contribution for vision insurance for each employee and eligible dependent(s).
4. For each school year of this Agreement, the District shall make a tenthly contribution for life insurance for each employee.
5. For the **2003-2004** school year, the District shall contribute the full cost of the 2002-2003 plan coverage per contract.
6. For the **2004-2005** school year, the District shall contribute up to 110% of the amount of the 2003-2004 contribution per contract.
7. For the **2005-2006** school year, the District shall contribute up to 120% of the amount of the 2003-2004 contribution per contract.

B. The District's base tenthly contribution level for the above-specified benefits as of June 30, 2006, shall be no more than 120% of the 2003-2004 cost as set forth in paragraph A.5 of this Article, or the 2005-2006 contribution for the program(s)/provider(s) implemented pursuant to paragraph A.1 through A.4 of this Article, whichever is less.

C. The parties agree that medical, dental, and vision insurance programs administered by the Self-Insured Schools of California (SISC) shall continue to be utilized for the term of this Agreement. Any modifications to the District's programs or providers shall be by mutual agreement between the District and the Exclusive Representative.

D. For employees whose assigned workday is less than the normal workday, the District shall prorate its contribution for health and welfare benefits based upon the ratio of the employee's workday to a normal workday.

E. No in-lieu payments or contributions to programs other than those which the District provides above shall be made by the District for any employees who elect not to subscribe to the benefits provided by this Article.

F. Employees on Board-approved unpaid leaves of absence shall have the option to receive District health and welfare benefit coverage(s) for the period of the leaves upon reimbursement to the Employer as long as the practice is allowed by the health and welfare benefit provider(s).

G. Employees who work a complete school year shall have benefits under the District's health and welfare benefits program effective through the last day of September of the succeeding school year as long as the practice is allowed by the health and welfare benefit provider(s).

1. Employees who are employed subsequent to the first day of the school year shall have health and welfare benefits commence on the first day of the month following the date of employment.

2. Employees whose employment is terminated prior to the close of the school year shall be covered by the District's insurance programs to the end of the payroll period in which the termination occurs.

H. The District shall provide the surviving spouse and eligible dependent(s) of any deceased employee with the health and welfare benefit contribution which had been made on behalf of the employee for a period of three months following the death of an active certificated employee, as long as such practice is allowed by the health and welfare benefit provider(s). After the three-month period, the surviving spouse may elect to continue in the same health and welfare benefit program for an additional period as specified in the Comprehensive Omnibus Budget Reconciliation Act (COBRA) upon prepayment of the appropriate premium.

I. The District shall provide an employee who has qualified for STRS disability allowances with the health and welfare benefits contribution in effect for active employees at the time the employee was determined to be disabled. These contributions shall continue for five years, until age 65, or until the employee no longer qualifies for the STRS disability allowance, whichever occurs first.

J. The Exclusive Representative agrees to participate on the District's Insurance Benefits Advisory Committee.

## **ARTICLE IV RETIREMENT PLANS**

### **2003-6 AGREEMENT**

#### **Pre-Retirement Reduced-Workload Option**

A. The District shall provide a pre-retirement reduced-workload option for certificated employees to reduce their teaching load from full-time to part-time and have their retirement benefits based on full-time employment.

1. To be eligible, an employee must meet the criteria of this section and must either enter the option and commence service under it during the term of this Agreement or have entered the option prior to adoption of this Agreement under Board policy. Except for such persons, the District assumes no obligation to continue the option in existence after the end of the term of this Agreement. To be eligible for this option, employee shall:

a. Have been employed full-time in the District in a position requiring certification for the 10 years immediately preceding retirement.

b. Have attained the age of 55 years prior to the beginning of the school year or term in which the



reduction in teaching service begins.

- c. Have initiated the request for reduced teaching service.
- 2. The option is limited to employees who do not hold positions with salaries above that of a school principal.
- 3. The option shall be limited to a period not to exceed five years, or age 65 years, whichever occurs first. Any employee who reaches age 65 years during the school year may continue in the option for the balance of that year. The District reserves the right to deny granting this option to any employee.
  - a. An agreement or contract for the option shall be executed by the employee and the District, in writing, prior to the commencement of service under the option.
  - b. Deadlines shall be established by the District for submitting an application and reaching an agreement or contract for the option.

- c. At the end of any school year, the agreement or contract may be rescinded by mutual agreement of the District and the employee. In addition, the District reserves the right to terminate the services of any employee at the end of any school year when it determines that the job performance or matters relating to such performance are not satisfactory.
- 4. Reduced teaching service shall not be less than one-half of the number of regular workdays in the school year. The salary paid shall be equal to no less than one-half time service.
  - a. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the employee's contract of employment during the final year of service in the full-time position.
  - b. The employee shall be paid a salary which is the prorated share of the salary the employee would be earning had the employee not elected the option.
  - c. The employee shall retain all of the rights and benefits for which the employee or the District makes payments, including those provided in Government Code section 53201 or its successors, that would be required if the employee had remained in full-time employment.
  - d. When two or more acceptable applications for the option are received on the same day and the District's allocation percentage will not accommodate all applicants, the original order of employment which determines seniority rights shall determine priority rights to remaining allowances.
- 5. Since the employee's right to retirement benefits based upon full-time employment is contingent upon retirement contributions, the District and the employee agree to submit contributions to the State Teachers Retirement System based upon the compensation which the employee would have earned for full-time employment.
- 6. Health and welfare benefit contributions made by the District pursuant to Article III, paragraph A.5, A.6 or A.7 of the Agreement, as appropriate, shall be applicable to all employees who are on this option.

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#### Post-Retirement Employment Plan

- B. The District shall provide a post-retirement employment plan for teachers. To be eligible, a teacher must meet the criteria of this section and must either enter the plan and commence service under

it during the term of this Agreement or have entered the plan pursuant to a prior Collective Bargaining Agreement. Except for such persons, the District assumes no obligation to continue the plan in existence after the end of the term of this Agreement.

1. To be eligible for this plan, each employee shall:
  - a. Have served in the District for a minimum of 10 years as a certificated staff member.
  - b. Have had a base salary equal to or greater than Class II, Step 11 of the certificated salary schedule for the year immediately preceding the first year of retirement.
  - c. Have attained the age of 55 years.
  - d. Have submitted a request to retire from regular employment with the District.
  - e. Have submitted an application for the post-retirement plan, with the understanding that should a post-retirement position not be found agreeable to the employee and the District, the employee may withdraw the request to retire and continue in his/her current District position.
2. Each year, the Associate Superintendent, Personnel, or designee shall solicit recommendations from staff for post-retirement employment projects. A committee of three faculty appointed by the Association and three administrators appointed by the District shall select the post-retirement employment projects to be approved.
  - a. Approved projects shall be posted no later than the last day of February. Faculty may apply to be considered for any posted project by April 15. Selection of the successful applicants and the respective projects shall be made by the Associate Superintendent, Personnel, and announced by May 15.
  - b. Teachers will be placed in not less than 60% of the posted projects.

- c. The time lines of paragraph B.2.a. may be extended by mutual agreement of the District and the Association.
- d. No more than five percent of the certificated staff shall be allowed to enter this plan in any one fiscal year.
3. The post-retirement employment plan shall be limited to a period not to exceed five years or until age 65 years, whichever occurs first. An employee who reaches age 65 years during the school year may continue in the plan for the balance of that year. The District reserves the right to deny granting this plan to any employee.
4. Employees in the plan shall serve a maximum of 30 days per year at activities mutually agreed to by the employee and the District. Such activities by definition shall be in the best interest of the District.
5. Annual compensation shall be based upon the salary level of the employee in the last year of employment as follows:

SALARY LEVEL <u>2003-2004</u>		MAXIMUM
FROM	TO	ANNUAL RATE
50,431	52,738	6,551
52,739	55,046	7,074
55,047	57,354	7,597
57,355	59,662	8,120
59,663	61,970	8,643
61,971	64,278	9,166
64,279	66,586	9,689

66,587	68,894	10,212
68,895	71,202	10,735
71,203	73,510	11,258
73,511	—	11,781

- a. Salary level shall be adjusted each year in accordance with the current "Certificated Base Salary Schedule" (Appendix A) so that the rates paid will have the same relationship to salary schedule placement beginning with Class II, Step 11 of the 2003-2004 salary schedule.
- b. The annual rate of pay stated at the beginning of the individual agreement or contract for the plan shall be the rate for the duration of the plan unless changed by action of the Board of Trustees.

- c. The employee's compensation shall be for 30 days of service. Compensation for less than 30 days of service shall be prorated based on the rates set forth above.

#### Early Retirement Fringe Benefit Package

C. An employee covered by this Agreement who retires under the provisions of the State Teachers Retirement System at age 55 or older with 10 or more consecutive years of paid service to the District immediately prior to the date of retirement shall receive the health and welfare benefit contribution made pursuant to Article III, paragraphs A.5, A.6 or A.7 of this Agreement, as applicable, for active employees. For the purposes of this paragraph, a general leave of no more than one school-year duration granted pursuant to Article IX, paragraph L, shall not be considered a break in service.

1. The contribution shall continue in effect until 65 years of age or until the employee becomes eligible for other health and welfare benefits (e.g., Social Security, Medicare A, or National Health Insurance, if enacted).
2. The term "eligible" shall mean the attainment of the age at which the employee may apply for the benefits.
3. For employees who are not granted the employer contribution pursuant to this paragraph, the employee may elect, with the approval of the insurance carrier(s), to continue the health and welfare package upon making direct payment to the District.

## **ARTICLE V ASSOCIATION RIGHTS**

### **►2003-6 AGREEMENT**

- A. The President of the Association shall receive release time for three periods from the instructional day in order to be involved in District functions. Two additional periods of release time from the instructional day shall be provided for work related to negotiations and processing unit member

grievances.

B. The Exclusive Representative shall have the right, without charge, to use designated bulletin boards, mail boxes, and meeting rooms at reasonable times.

1. The approval of the Superintendent or designee shall be required for the use of school facilities. Approval shall not be unreasonably withheld.

2. The President of the Exclusive Representative, or other person designated in writing in advance by the organization, shall make all requests for the use of facilities.

3. The Exclusive Representative may utilize the District e-mail system for regular communication between officers, executive committee, school site representatives, members of standing committees, and negotiating team, subject to the District's technology use policy. E-mail communications shall be generated or sent on non-assigned time (i.e., before and after school, on break time and lunch time). In addition, the Exclusive Representative may utilize District e-mail addresses for communications with unit members that are generated on and sent from non-District equipment.

4. Copies of the District's technology use policy shall be distributed to unit members in writing on an annual basis.

C. Officers, agents, or representatives of the Exclusive Representative shall have access to employees at times which do not interfere with the efficient operation of the school or with the employee performance as determined by the immediate supervisor, subject to the approval of the Superintendent or designee. Non-employees, agents, or representatives shall check in with the site administrator or area supervisor and obtain permission prior to contacting any employee.

#### Dues Deduction/Maintenance of Membership/Service Fee

D. Any unit member who is a member of the Kern High Faculty Association/CTA/NEA, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees, and general assessments in the Association. A unit member may join the Association by making a cash payment to the Association on or before October 1 of each school year. Pursuant to such authorization, the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for 10 months. Deductions for unit members who sign such authorization after commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

1. Payment for membership shall be made to the Association either by payroll deduction or by cash payment.

2. Except as provided by law, the District shall not process requests for withdrawal of a deduction authorization.

3. The District bears no responsibility whatever for the administration or enforcement of these provisions except to process authorized deductions. The provisions of paragraphs D.1 through D.3 of this Article are not subject to the grievance procedures.

4. Upon remitting the deductions requested by the Exclusive Representative and authorized by the member pursuant to the provisions of this Article, the District has fulfilled its entire obligation relative to said deductions.

5. The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court actions and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the maintenance of membership provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried, or appealed. The Association shall indemnify and hold harmless the District, its officers, agents, and employees from any judgment or settlement of liability arising out of any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of the maintenance of membership provisions of this Agreement (or their implementation) provided that the Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to shall be compromised, resisted, defended, tried, or appealed.

E. Any unit member who is not a member of the Kern High Faculty Association/ CTA/NEA or who does not make application for membership within thirty (30) days of the effective date of this agreement or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit shall become a member of the Association or shall pay to the Association a fee in the amount certified by the Association.

- The service fee may be paid to the Association, at the unit members option, in one (1) lump sum cash payment in lieu of having the service fee deducted from the unit member's salary. Unit members who pay by cash directly to the Association shall have their fees paid by October 1 of each subsequent year after initial enrollment.
- In the event that a unit member does not pay the service fee by cash directly to the Association, the Association shall so inform the District, and the District shall immediately begin automatic payroll deductions as provided by Education Code section 45061 (prorated to complete payment by the end of the school year) upon receipt of written instructions from the Association. There shall be no charge to the Association the deductions.
- Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support the Association as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee either to one of the following non-religious, non-labor organization, charitable funds exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code:

American Heart Association

b. American Cancer Society

c. American Lung Association

To receive a religious exemption, the unit member must submit a detailed written statement establishing the basis for religious exemption. The Association executive board shall communicate in writing to the unit member its acceptance or rejection of the exemption. If accepted, the unit member shall make the payment to an appropriate charity as described above. Such payment shall be made on or before October

1 of each school year.

- Proof of such payments shall be made on an annual basis to the Association and the District as a condition of continued exemption from the payment of the service fee. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. No in-kind services may be substituted for payments, nor may payments be in a form other than money, such as the donation of used items. Such proof shall be presented on or before October 1 of each school year.
- With respect to all sums deducted by the District pursuant to paragraphs D and E, inclusive, of this Article, whether for membership dues or service fee, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished.
- The Association and the District agree to furnish to each other any information needed to fulfill the provisions of this article.
- The Association agrees to pay to the District all reasonable legal fees and legal costs incurred by the District in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or the implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

#### Consultation

F. The District agrees to consult with the Exclusive Representative on the definition of educational objectives, determination of the content of courses, curriculum, and the selection of textbooks (Government Code section 3543.2[a]).

#### Disclosure of Information

G. Upon written request, the District will furnish the Association with one copy of the District's annual budget and any other District material that is relevant to the Association's role as the Exclusive Representative.

1. The District agrees that the site principal will provide one copy of the special project funds program budget for the school and one copy of each grant (including the application) that is approved for the school to each teacher member of the SB1882 Site Council.
2. Presentations to site representatives at the Teacher Advisory Council will constitute appropriate notification to the Association in regard to the following matters:
  - a. District applications for special project grants;
  - b. Agreements that the District plans to enter into regarding "School to Career" programs; and,
  - c. Grants to the District for teaching materials including, but not limited to, technological hardware and software.

When the matters set forth in this paragraph occur during the summer break, notification to the Association shall be accomplished by the Superintendent or designee.

## District-Level Committees

H. When a District-level committee is established and the District determines that teachers should be appointed to represent the interests of the teaching staff, the Association will be consulted and will be offered the opportunity to designate the teacher or teachers to be appointed.

## **ARTICLE VI GRIEVANCE PROCEDURES**

### ►2003-6 AGREEMENT

A. A "grievance" shall mean an allegation that there has been a violation, misapplication, or misinterpretation of an expressed provision(s) of this Agreement.

B. A "complaint" shall mean a problem an employee desires to be resolved which is not covered by this Agreement. Complaints shall be filed with the immediate supervisor or chief administrator of the work site, to be resolved at that level.

C. A "grievant" shall mean an employee who is a member of the bargaining unit, or the Exclusive Representative. The Exclusive Representative may file a grievance on behalf of any specifically identified employee or employees.

D. A "day" shall mean a day when the District office is normally open for business.

E. A grievant may elect to be represented by the Exclusive Representative at all levels of the grievance procedure and must inform the District prior to the meeting at which the representative first appears.

F. A grievant may elect not to be represented by the Exclusive Representative and may present a grievance to the Employer and have the grievance adjusted or resolved without the intervention of the Exclusive Representative.

1. The adjustment or resolution shall not be inconsistent with the terms of this Agreement. If the Exclusive Representative believes that the resolution violates the terms of this Agreement, the Exclusive Representative must file a grievance at Level Two within seven days of acceptance of the proposed resolution by the individual grievant.

2. The Employer shall not agree to an adjustment or resolution of the grievance until the Exclusive Representative has received a copy of the grievance and the proposed adjustment or resolution and has been given an opportunity to file a response.

3. At all levels of the grievance procedure, the District shall provide the Exclusive Representative with all details and copies of correspondence relative to the grievance.

G. Once a grievance has been initiated, all matters of dispute relating to it which occur during the

processing of the grievance shall become a part of and be resolved in the grievance proceedings. Once a grievance has been resolved or a final decision rendered, the grievant shall not be entitled to initiate a new grievance on any matter or occurrence which properly could have been included in the first grievance.

H. Time limits may be extended or shortened by written mutual agreement of the grievant or the grievant's representative and the District. Except where time limits have been extended or shortened pursuant to this paragraph, failure of the grievant or the grievant's representative to adhere to the time limits of Level One, Two, or Three of this Article shall constitute waiver of the grievance and the acceptance of the District's action or decision at the appropriate level. If a grievance is filed after May 15 and before the end of the work year, the grievant may request that the time lines not toll during the summer recess. The District agrees to honor the request.

I. The grievant and a designated bargaining unit representative, if any, participating in the processing of the grievance, shall suffer no loss in pay if meetings or appointments are scheduled by mutual agreement with the District. Witnesses who are called to testify in an arbitration hearing shall be on release time for that part of the school day for which they are absent for the purpose of testifying in the hearing.

J. No reprisal will be taken by the District against any participant in the grievance procedure by virtue of such participation. All written materials pertinent to a grievance shall be filed separately from the personnel file of the grievant or of any participant.

K. Until final disposition of the grievance takes place, the grievant shall conform to the original direction of the District. If a grievance arises at an administrative level above the grievant's school principal or chief site administrator, the initial filing, which shall comply with the provisions of Level One, shall be made at Level Two.

Level One:

L. Within 30 days of the alleged violation, the grievant shall file a grievance form with the principal or chief site administrator. Within 60 days of the alleged violation, the grievant's representative shall file a grievance form with the principal or chief site administrator.

1. The grievance shall contain the following minimum information:

- The grievant's name.
- The date of filing.
- The date of the alleged violation.
- The specific article(s) or section(s) of the Agreement which are claimed to have been violated.
- Brief description of the alleged violation.
- The specific relief requested.

2. Within 10 days of receipt of the grievance by the principal or chief administrator, a written decision should be issued to the grievant. If a written decision is not issued within the specified time limit, the grievance is denied and the grievant may appeal to the next level.



### Level Two

M. If the grievance is denied at Level One, the grievant may file a written appeal to the Superintendent or designee within seven days of the Level One denial.

1. The appeal shall contain all materials filed in Level One and the decision, if any, accompanied by a specific and concise statement of the reason for the appeal.

a. The appeal shall also state the grievant's election to proceed at Level Two by either (1) a meeting with the Superintendent or designee, or (2) conciliation by the California State Conciliation Service. The election of one option shall exclude the other.

b. If the grievant does not elect to proceed by conciliation, the Superintendent or designee may elect to do so and shall advise the grievant within 10 days of receipt of the appeal.

2. Where the grievance proceeds by conciliation, the conciliation session shall be scheduled at the mutual convenience of the parties and the conciliator.

a. The conciliator shall attempt to find a mutually acceptable resolution to the grievance.

b. The conciliator shall not issue any public statements of fact or opinion on the issue.

c. Conciliation or settlement positions of either party shall not be introduced at any other grievance level.

d. The Superintendent or designee shall transmit to the grievant within 10 days of the conciliation session a written decision including the reasons for the decision. If the conciliation has produced a mutually acceptable solution, that solution shall be the Superintendent's decision.

3. Where the conciliation option is not utilized, a meeting between the Superintendent or designee and the grievant shall be held within 10 days of the filing of the appeal. The Superintendent or designee shall transmit to the grievant within 10 days of the meeting a written decision including the reason for the decision.

4. If the Superintendent or designee does not transmit a written decision within the specified time limit, the grievance is denied and the grievant may appeal to the next level.

### Level Three

N. The District and the Exclusive Representative agree that any grievance denied at Level Two shall be submitted to arbitration under the provisions of the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) at the request of the Exclusive Representative.

1. Except as provided by paragraph F.1 of this Article, if the grievant is satisfied with the Level Two decision, the Exclusive Representative is barred from instituting the arbitration procedure.

2. The filing shall be made within seven days of the Level Two denial.

3. If more than one grievance denied at Level Two alleges the same contract violation, one grievance selected by the Exclusive Representative may be arbitrated with the final decision applicable to all of the grievances.

4. The parties may agree to utilize the Expedited Arbitration Rules.

O. The arbitration shall be limited solely to the interpretation and application of this Agreement, to the precise issue(s) submitted in the original filing, and any procedural objections made by the respondent. The arbitration shall not determine any other issue(s). The arbitrator shall have no power or

authority to hear cases challenging any of the following:

1. The District's promulgation of rules or procedures for the implementation of this Agreement.
  2. The termination of services or failure to re-employ or re-assign any employee to a position for which the employee is compensated over and above regular placement on the salary schedule.
- P. The arbitrator shall submit a written decision, including findings of fact, reasoning, and conclusions on the precise issue(s) submitted. The arbitrator shall be limited as follows:
1. Where the District has made a judgment involving the exercise of discretion, the arbitrator shall review such judgment solely to determine whether it violated the Agreement. The arbitrator's judgment shall not be substituted for the District's judgment.
  2. The arbitrator shall not add to, subtract from, amend, modify, or alter any provisions or procedures contained in this Agreement.
  3. The arbitrator shall not issue statements of opinion or conclusions not essential to the determination of the issue(s) submitted.
  4. The arbitrator's decision may include restitution, financial reimbursement or other proper remedy, except fines or penalties.
- Q. The arbitrator's decision shall be submitted to the District and the Exclusive Representative for implementation.
- R. The parties shall share the per diem and expense costs of the arbitrator and the AAA administration fee. Each party shall bear all other costs of its own case.

## **ARTICLE VII MANAGEMENT RETAINED RIGHTS**

### **►2003-6 AGREEMENT**

- A. It is agreed and understood that the District retains all rights, powers, prerogatives, privileges, duties, and authority vested in it by any source whatsoever, including the Constitution of the State of California, the Constitution of the United States, state, and federal laws and regulations and school district policies, to manage, to control, and to direct the operations and affairs of the District, and to take whatever action necessary to maintain operations in situations of emergency.
- B. The exercise of the rights powers, prerogatives, privileges, duties, and authority by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement.

## **ARTICLE VIII TRANSFER AND REASSIGNMENT**

### **► 2003-6 AGREEMENT**

- A. "Transfer" is defined as the movement of an employee from one school site to another school site.
- B. "Reassignment" is defined as the change in teaching assignment from a subject matter in one department to a subject matter in another, different department in the same school.
- C. The District shall determine if a vacant position within the bargaining unit exists and when a vacant position shall be filled by transfer in order to meet the needs of the educational program.
  - 1. The District shall establish qualifications and criteria for filling any vacant position.
  - 2. Anyone may apply to fill a vacant position which has been posted.

#### Notice of Vacant Position

- D. Upon determination that a vacant position exists, a notice shall be posted as follows:
  - 1. During the regular school year, notices shall be posted at the District Office and each school site. During recess period, notices shall be posted at the District Office and each school site which is open. Notices shall state the position, location, duration (if not a permanent position), and the qualifications of applicants.
  - 2. A list of semester openings shall be posted at the District Office and school sites at least once each year by the third week of May for fall openings and by the second week of January for spring openings. The posting of vacancies for spring openings may be limited to schools with excess staff. This list shall be updated weekly as changes or modifications occur.
  - 3. A copy of all vacancy notices shall be sent to the Association.

#### Application Procedures

- E. An employee shall apply through the District Personnel Office.
  - 1. An employee must apply for any posted vacancy within seven workdays of the posting of the notice.
  - 2. Voluntary transfers shall be accomplished as expeditiously as possible.

#### Filling Positions - Voluntary Transfer

- F. The following criteria shall be included in the consideration of the applications:
  - 1. The education program at the school where the vacancy exists.
  - 2. The effect on the educational program at the school where the employee is currently assigned.
  - 3. The employee's qualifications by training and/or experience, including credentials and supplements held, undergraduate and graduate major and/or minor, recent and relevant experience and length of service in the District.
  - 4. Assessments of the employee's performance in current and/or past assigned duties.
  - 5. The District's affirmative action policy, Title IX requirements, or federal or state agency mandates.
- G. When five or fewer employees apply for a posted position, each applicant shall be interviewed. When more than five employees apply for a position, the District shall screen all applications based on the criteria in paragraph F of this Article and shall interview at least the top five candidates. If a

voluntary request is not approved, the employee, upon request, shall be provided with the specific reason. Upon request, the reasons shall be committed to writing.

H. After the judgment has been made by the District as to which applicants, if any, meet the posted qualifications and criteria in paragraph F of this Article, the Superintendent or designee shall fill the position.

#### Filling Positions - Involuntary Transfer

I. The District shall determine when involuntary transfers are necessary and shall notify the Association. The basis of determination shall include consideration of budget evidence, enrollment projections, and other program considerations, except that an employee shall not be involuntarily transferred based upon his or her school's academic performance. The reasons for involuntary transfer are:

1. No applications were received to fill a posted vacant position.

- No applications for a posted vacant position met the posted qualifications and criteria in paragraph F of this Article.

3. Reduction in school staff due to decreasing school enrollment.

4. Identifiable changes in the school's educational program.

5. Reduction or elimination of programs due to loss of program funding.

6. Proposed layoffs.

7. The affirmative action policy, Title IX requirements, or federal or state agency mandates.

J. The principal or responsible administrator shall identify the department(s) from which involuntary transfers shall be made. The District shall notify the Association of the affected department or departments.

1. In the case of involuntary transfers occasioned under paragraphs I.3 through I.7 of this Article, the number of staff to be transferred from a department shall be posted not later than the Friday of the third week in May and the last workday prior to winter recess.

2. A voluntary transfer from within the affected department which satisfies the criteria of paragraph F.1 of this Article, shall be processed before any involuntary transfers from the affected department.

3. For the purposes of determining involuntary transfer status pursuant to paragraph I of this Article, the following shall apply:

a. An employee's departmental designation shall be determined as being that department wherein the majority of teaching time is assigned. In the case of equal teaching responsibility in two or more departments, the department assignment shall be made by the principal.

b. Employees of each school site who do not teach in a designated department, and whose position is to be eliminated, shall be assigned to the department in which they are credentialed.

c. Employees on paid leave shall be considered as members of the department in which they were last assigned for 50 percent or more of their time.

d. Employees on unpaid leave shall be assigned to the involuntary transfer list for the ensuing school year. This paragraph shall not apply to an employee who is granted a Child Rearing Leave as set forth in Article IX, paragraph G, for less than one year.

- e. An employee who fills the position of another bargaining unit member who is on leave for not more than one year shall be considered as a member of the school and department from which he or she was assigned. When the employee is returned to his or her original school following service under this paragraph, the return to the original school does not count as an involuntary transfer for the purposes of this paragraph.
- f. Employees assigned to the District Office and Counselors whose positions are eliminated shall be placed on the involuntary transfer list.
- g. For the purpose of the involuntary transfer or reassignment of speech therapists, all sites in the greater Bakersfield area will be considered to be one site.
- 4. After identification of the affected departments by the principal, the least senior person in the department shall be selected for placement on the involuntary transfer list.
  - a. Exceptions to paragraph J.4 of this Article may be made for the following reasons:
    - (1) The transfer of the least senior employee would discontinue or adversely affect the instructional or school program within the school (e.g., extra-duty assignments, adjunct duties);
    - (2) The least senior employee's credential allows service in another department/subject area where the principal determines the employee shall be placed for the ensuing semester or year;
    - (3) The least senior employee's transfer would not meet the goals of the District's affirmative action policy, Title IX requirements or any applicable state or federal agency mandates at the school site; or
- (4) The least senior employee has been transferred involuntarily pursuant to this Article twice in the immediately preceding three-year period.
- b. For each exception and pursuant to paragraph J.4.a of this Article, the principal shall submit written reasons to the Superintendent or designee. If the Superintendent or designee grants the exception, the next least senior employee shall be considered on the same basis until a transferee is designated.
  - (1) The Association President shall be notified in writing of the reasons for the exception if the least senior employee in the department is bypassed.
  - (2) This notification will be on a District form that contains for each department that exercises an exception to paragraph J.4.a of this Article, the following:
    - (a) A complete list of all department members and their District hiring date, in chronological order of hiring date;
    - (b) Designation of the department employee(s) who are to be involuntary transfers;
    - (c) A statement relating the reason or reasons set forth in paragraph J.4.a.(1) through J.4.a.(4) as a basis for bypassing the transfer of any department member who is less senior than the person who is designated for involuntary transfer.
- c. An employee who is to be involuntarily transferred will be given the reasons for the impending transfer, which will be put into writing upon request.
- 5. All home teachers and full-time substitutes shall be placed on the involuntary transfer list for the purpose of placement for the ensuing semester or school year.
- 6. Employees who are placed on the involuntary transfer list shall be notified not later than two weeks prior to the last day of school for the ensuing fall semester or not later than one week after the end of the winter recess for the spring semester. These deadlines may be extended due to extenuating circumstances. The Association shall receive a list of any affected employees by school site and department.

K. Employees who are placed on the involuntary transfer list may apply for any posted vacancy and will receive priority consideration over any other applicant.

1. Employees may be selected by the District based upon the following criteria:
  - a. The educational program at the school where the vacancy exists.
  - b. The employee's qualifications by training and/or experience, including credentials and supplements held, undergraduate and graduate major and/or minor, recent and relevant experience and length of service in the District.
  - c. Assessments of the employee's performance in current and/or past assigned duties.
  - d. The District's affirmative action policy, Title IX requirements, or state and federal agency mandates.
2. If an employee is denied placement in the position requested, the employee will be given the reasons for the denial which will be put into writing upon request.
3. Time line for placement:
  - a. Prior to July 31 for the fall semester and one week after notification of placement on the involuntary transfer list for the spring semester, the District will consider for placement those employees who apply for specific vacant positions and who meet the criteria above.
  - b. Following July 31 and one week after notification of placement on the involuntary transfer list for the second semester, employees may be selected for any vacant positions based upon the criteria above.
  - c. If posted vacancies remain unfilled as of August 20 and two weeks after the notification of placement on the involuntary transfer list for the second semester, the least senior qualified employee on the involuntary transfer list shall be placed in the vacancy.
4. An employee who is transferred during the regular school year, i.e., days of regular student attendance, shall be granted one day of paid release time for preparation prior to the effective date of the transfer.

L. No employee shall suffer reduction of salary (Appendix A), eligibility for health and welfare contributions, or seniority by operation of this Article. However, the provisions of this Agreement shall not be construed or interpreted to guarantee any employee continuation in a position which is listed in Appendix B, the District's "Schedule for Extra Services" (e.g., coaching, band, drama, etc.), nor shall they be construed or interpreted to deny the District the right to establish or abolish positions for which employees would receive extra pay pursuant to Appendix B.

M. Nothing in this Article shall preclude an informal arrangement initiated by an individual employee or principal providing for the exchange of employees between schools, provided that such arrangements receive the approval of the employee, both principals and the Superintendent or designee.

1. Management agreement to any such informal arrangements is discretionary and shall have no precedential value.
2. The decision of the Superintendent or designee shall be final.

#### Departmental Reassignments

N. A change in departmental staffing within a school may be made for the following reasons:

1. Reduction in staff due to decreasing enrollment.

2. Reduction or elimination of programs due to loss of program funding.
3. Proposed layoffs.
4. The affirmative action policy, Title IX requirements, or federal or State agency mandates.
5. Administrative changes in the curriculum offerings of the school site.
6. Administrative changes necessary to balance credentialed teachers within departments.
- O. Immediate notice of any impending change in departmental staffing or teaching sections shall be sent to the Association.
1. Any voluntary requests for reassignment which meet the criteria of paragraph F of this Article shall be made before any involuntary reassignment is made.

2. When a change in departmental staffing is not accommodated by volunteers, the determination as to which teacher is to be reassigned shall be based upon the criteria set forth in paragraph F of this Article.

3. An employee shall not be involuntarily reassigned based upon his or her school's academic performance.

## **ARTICLE IX LEAVES OF ABSENCE**



### Sick Leave

A. Every full-time employee shall be entitled to regular sick leave on the basis of 10 days for the regular school year, plus one additional day for an employee on an 11-month (extended) contract, or two additional days for an employee on a 12-month (extended) contract. Sick leave for part-time employees shall be prorated.

1. An employee, including extended day teachers, may use accumulated sick leave at any time during the year for accident, illness, or quarantine.

a. Unused sick leave shall accrue from school year to school year.

b. The District shall provide each employee with a written statement of accumulated and credited sick leave total for the current school year as soon after the beginning of the school year as possible.

c. Sick leave taken shall be charged on a pro rata hourly basis. Employees shall contact the District as soon as the need to be absent is known.

2. Sick leave also may be taken for necessary medical examinations or treatments that cannot be scheduled outside of regular work hours.

3. Female employees shall be entitled to utilize sick leave for the period of time required to be absent by reason of pregnancy or childbirth.

a. The period of leave, including the date upon which the leave shall begin, shall be determined by the employee and her doctor based solely on the employee's physical ability to render service to the

District.

b. A statement from the employee's doctor as to the beginning of the leave shall be filed with the Associate Superintendent, Personnel.

c. The date of the employee's return to service shall be based upon her doctor's analysis and written verification of the bargaining unit member's physical ability to render service to the District.

4. Pursuant to Education Code section 44977, when an employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from duty for an additional period of five school months, the amount deducted from the employee'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 employee or the amount that would have been paid to the substitute had one been employed.

a. If the school year ends before the five-month period is exhausted, the balance of the five-month period is carried over to the following school year.

b. As provided by Education Code section 44978.1, when the teacher exhausts the extended sick leave period, the teacher shall be placed on a re-employment list for a period of 24 months if the teacher is on probationary status, or for a period of 39 months if the teacher is on permanent status. The teacher's return to work shall be as provided by Education Code section 44978.1.

c. The terms contained in paragraph A.5, inclusive, of this Article are not intended to expand the benefits provided by Education Code sections 44977, 44978, and 44978.1.

d. The District may require verification by a licensed physician's or practitioner's statement that is acceptable to the District.

5. Pursuant to the provisions of Labor Code section 233, an employee may use up to 10 days of his or her available sick leave per calendar year to attend to the illness of another person as required by the statute.

6. The District may require a verification by a licensed physician or practitioner for any absence which exceeds five days. If the District has reason to believe that an employee has returned to work, or will return to work, and is not yet fit to render service, the District may require verification by the employee's doctor of the employee's ability to return to work and render services to the District for any medical absence which exceeds 10 or more consecutive days, or was due to a surgical procedure.

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#### Personal Necessity Leave

B. Employees may request to utilize up to seven days of the ten days of sick leave allowed pursuant to this Article in cases of personal necessity.

1. Personal necessity leave shall be granted upon request for the following reasons:

a. Death or critical illness of a member of the employee's immediate family. (Exception: The seven-day limit for critical illness is per occurrence as long as the employee has exhausted severe illness leave and provides verification acceptable to the District.)

b. Accident involving the person or property of the employee or the person or property of a member of the employee's immediate family. The accident must be of such a serious nature that the immediate presence of the employee is required.



- c. Nationally recognized religious holidays of major religions.
- d. The funeral of a person who was not a member of the employee's immediate family.
- e. Adoption of a child.
- f. The following obligations (leaves granted under the provisions of paragraph B.1.f of this Article shall be limited to two days per obligation):
  - (1) The unpaid service to non-profit organizations who are performing for students during the school day;
  - (2) Graduation (restricted to immediate family [eighth grade or above]);
  - (3) Silver, Golden Anniversary (restricted to the employee and immediate family of the employee);
  - (4) IRS tax audit;
  - (5) Wedding (restricted to the employee and immediate family of the employee);
  - (6) Principal speaker (recognized service, professional organization, honor society [unpaid]);
- g. Such other reasons as approved by the District.

2. Up to two days of the seven days of leave under this paragraph may be utilized by an employee without having to state a reason, subject to the following restrictions:

- a. The days shall be limited to the equivalent of the employee's contractual workday and shall be charged in one-day blocks of time.
- b. No day before or day after Thanksgiving holiday or winter or spring recess may be utilized. No pre-school workdays or scheduled staff development days and days of final examinations may be utilized.
- c. Three-day advance written notice is mandatory.

3. An employee should, but shall not be required to secure advance permission for leave taken for the reasons set forth in paragraph B.1.a through B.1.b of this Article. If the employee is unable to give prior written notice, the employee shall give verbal notice to the principal or designee, and shall provide written notice upon the employee's return.

4. Personal necessity leave may be granted upon request for that portion of a workday required to cover emergency occasions that are unavoidable and of a serious nature involving circumstances which the employee cannot be expected to disregard and which may not be conducted at a time other than during the employee's regular duty hours.

5. Employees shall file a written request for permission to take a personal necessity leave with the principal or designee in cases other than paragraph B.1.a, B.1.b and B.1.h of this Article, at least three days in advance of the day on which the personal necessity leave is intended to be taken.

- a. If the need to utilize personal necessity leave is not known to the employee within the three-day notice requirement, the written request shall be made as much in advance as possible.

b. If, due to circumstances beyond the employee's control, it is impossible to request advance permission and the employee determines to take time off, the employee shall give verbal notice to the principal or designee, and shall file the leave request immediately upon return to duty. The request shall specify the reason for the inability to file an advance notice along with appropriate supporting documents, if any.

6. With regard to requests under paragraph B.1.h of this Article, the Associate Superintendent, Personnel, shall, on a non-precedential basis, grant or deny requests for personal necessity leave based upon the circumstances of each individual case.

a. The request for such leave shall be on the form specified by the District, dated and signed by the employee, setting forth the nature of the personal necessity involved.

b. If the request is granted, the time off shall be charged to the employee in the same manner as sick leave.

#### Substitute Deduction Leave

C. An employee may apply for a leave of absence on a substitute deduction basis. The Associate Superintendent, Personnel, may grant or deny substitute deduction leave to an employee. The pay of an employee who is granted a leave shall be reduced by an amount equal to the substitute's daily pay in effect at the time of the leave, times the number of days taken.

#### Bereavement Leave

D. Every employee shall be entitled to five days, or seven days if travel out of state is required, of paid non-cumulative leave of absence because of the death of any member of the employee's immediate family.

1. The District shall require the use of bereavement leave before personal necessity leave days are used for purposes allowed in this paragraph.

- This leave shall not be deducted from sick leave.

#### Severe Illness Leave

E. Every employee shall be entitled to five days total per year of paid non-cumulative leave of absence due to severe illness in the employee's immediate family.

1. This leave shall not be deducted from sick leave.
2. Severe illness means life threatening.

3. A physician's or practitioner's verification may be required.

#### Industrial Accident and Illness Leave

F. An employee shall be entitled to industrial accident or illness leave for any job-related accident or illness in the amount of up to 60 days during which the schools of the District are required to be in session or when the employee would otherwise have been performing work for the District in any one fiscal year for the same accident. Such leave shall not be cumulative.

1. Such benefits shall be in addition to other sick leave benefits provided by the District and shall commence on the first day of absence.

2. When entitlement to this leave has been exhausted, other sick leave shall be utilized.

3. Employees shall report all job-related injuries and illness to the District within 24 hours of the occurrence, regardless of whether or not medical attention is required or whether or not time is lost from work. In the event the employee's injury or illness prevents the filing of the report within the time limit, the report shall be filed as soon as possible.

4. When a person employed in a position requiring certification qualifications is absent from duty because of an industrial accident or illness, the employee shall be paid such portion of the salary due the employee for any month in which the absence occurs, as when added to temporary disability indemnity, will result in a payment of not more than the employee's full salary.

5. For each day that the employee is absent and receiving workers' compensation payments, the District shall charge the employee's available leave only for that portion of a day represented by the difference between the full day's pay and the amount of daily pay represented by the workers' compensation payment endorsed to the District.

6. When an industrial accident or illness leave overlaps into the next fiscal year, the employee shall be entitled to only the amount of unused leave due for the same illness or injury.

7. During any paid leave of absence, the employee shall endorse to the District the temporary disability indemnity checks received on account of the industrial accident or illness. The District, in turn, shall issue the employee's appropriate salary warrants for payment of the employee's salary and shall deduct normal retirement and other authorized contributions.

8. An employee who has been absent under the provisions of paragraph F of this Article for five or more days shall be required to provide verification by the employee's doctor of the employee's ability to return to work and render services to the District.

9. The benefits provided by paragraph F, inclusive, of this Article shall not be available to an employee whose first date of work for the District is on or after July 1, 2000, until the employee has worked for the District for one full year.

#### Child Rearing Leave

G. In the event an employee desires an unpaid leave of absence for preparation for the birth of a child, adoption of a child, or for continued child care after birth or adoption, the employee may apply for child rearing leave by submitting a written request to the Superintendent.

1. Such leave shall be granted at the discretion of the District and shall be considered as unrelated to any possible disability of the employee.

2. Time allowed for the leave under the provisions of paragraph G of this Article shall be based upon the needs of the District. In determining such needs, consideration may be given to such aspects as time of the school year, the availability of qualified substitute personnel, the specialized requirements of the individual students, and the program in general.

#### Sabbatical Leave

H. A full-time employee who has served a minimum of seven consecutive years in the District may be eligible for a sabbatical leave. Eligibility for subsequent sabbatical leaves shall be based upon an additional seven consecutive years of service to the District following return from the leave.

1. Leave may be granted at the discretion of the District and shall be directed towards the fulfillment of one or more of the following pursuits:

a. Collegiate study or research that is the equivalent of full-time study.

b. Travel of a nature to benefit the schools, students, and the professional background of the employee. Travel shall be done during the time school is actually in session with a minimum of 66 percent of the school time spent outside of Kern County.

2. The sabbatical leave candidate shall be responsible for submitting a proposal describing the activities to be undertaken and how they will benefit the student, the District, and the candidate.

3. Requests for sabbatical leave shall be made to the Associate Superintendent, Personnel, at least

six months in advance of the proposed leave or by the end of the first month of the semester preceding the leave for mid-year requests. The Associate Superintendent, Personnel, has the discretion to accept requests submitted at any other time.

4. Leaves may be granted by the District for any period of time it considers appropriate at one-half salary.

a. The arrangement for payment of salary to an employee on leave is in the same manner as if the employee were teaching in the District.

b. Any employee requesting sabbatical leave must enter into a written agreement to return to the service of the District immediately following the completion of the leave and render a period of service which is equal to twice the period of the leave.

c. The employee shall, as a condition precedent to granting any sabbatical leave, furnish the District with a bond guaranteeing twice the amount of salary paid by the District during any such leave.

5. Unless otherwise approved, any deviation from the approved sabbatical leave plan will render the agreement null and void. Reassignment for the remainder of the leave time will be at the discretion of the District.

6. Each employee who has been granted leave shall file a written report immediately upon returning to active duty. The report shall include not only a summary of leave activities, but also an appraisal of the professional value of the leave.

#### Jury Leave

I. Each employee shall be entitled to paid leave for as many days of jury duty as are required of the employee by the court.

1. When an employee is called for jury duty, the employee shall be released from his/her assigned duties in time to report directly to the court.

2. If the employee is impaneled on a jury, the employee shall not be required to report to work on any day when the jury is required to meet until the jury is discharged.

3. On any day the employee is released from jury duty before 11:00 AM, the employee shall immediately return to work.

#### Court Leave

J. An employee shall be entitled to leave without loss of pay in order to appear as a witness in court, other than as a litigant for gains of an individual or private nature, or to respond to official order from another governmental jurisdiction for reasons not brought about through connivance or misconduct of the employee.

#### In-Service Leave

K. Any employee may, with the recommendation of the Superintendent and the approval of the Board, receive a paid leave of absence for the purpose of attending other classes, workshops, conferences, or programs which are designed exclusively for the purposes of assisting the employee in the performance of assigned duties. Transportation and expenses may be provided, at the discretion of the District.

#### Military Leave

L. An employee shall receive military leave as provided by law and the rights and privileges granted by law relative to military leave.

#### General Leave

M. An employee may apply for a leave of absence on an unpaid basis. The District may, at its discretion, grant an unpaid leave to an employee. Employees must submit a plan for any employment during the term of their unpaid leave. The District may reject the leave request if the planned employment does not meet District standards. For example, teaching in another public or private school in grades 9 - 12 would be rejected. If the employee intends to change his or her employment while on leave, an amended plan must be approved by the District. Failure to obtain an approved amended plan for a change in employment may lead to dismissal.

1. The length of the leave, including its beginning and ending date, shall be specified by the District.
2. If the leave is granted for a period of less than five days, there will be no additional payroll deduction for health and welfare benefit payments.
3. An employee may be eligible for Family Medical Leave Act benefits as provided by law. The benefits may be in addition to or concurrent with other leave benefits provided by this Agreement or by the law. The District will notify the affected employee of the availability and duration of the leave whenever the employee requests an extended leave of absence.

#### Exchange Teacher Leave

N. An employee may, at the discretion of the District, receive an exchange teacher leave without loss of pay for the purpose of participating in an approved teacher exchange program.

1. The Associate Superintendent, Personnel, must approve the instructor in exchange.
2. Such leave shall not be considered a break in the continuity of service for salary, sabbatical leave, layoff or retirement purposes.

#### Return to Position

O. Except as provided by Article VIII, paragraphs J through L, employees returning from a paid leave of absence shall be reinstated to the school and department to which they were assigned when the leave was granted. Upon reinstatement, the employee will become a member of that department for purposes of transfer and reassignment, should that process be implemented.

- If the employee was not assigned to a school and department at the time the leave was granted, then the employee shall be returned to the employment status in effect at the time leave was granted.
- When an employee returns from an unpaid leave, an effort will be made to reinstate the employee to the position held at the time leave was granted or to as nearly identical a position as possible.

#### Provisions for Salary and Fringe Benefits

P. Employees on paid leaves of absence shall receive the health and welfare benefit contributions set forth in Article III throughout the duration of the leave of absence. Employees on unpaid leaves of absence may, as long as the practice is allowed by the insurance carrier(s), maintain eligibility for health and welfare benefits set forth in Article III by paying the District, on a schedule established by the District, the amount of money equal to the premium for the various fringe benefits for the period of the leave.

#### Immediate Family Defined

Q. For the purposes of this Article, immediate family shall be defined as: mother, father, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, stepson, stepdaughter, stepbrother, or stepsister of the employee, or any relative of the employee living in the immediate household of the employee.

#### Status of Leave Provisions

R. This Article shall be considered to be the policy of the Board of Trustees, and these provisions constitute Board policy on leaves of any duration for any accident, illness, or any other reason. No employee may utilize or be granted any leave of absence except for the exact causes and pursuant to the specific procedures set forth in this Article.

## **ARTICLE X HOURS**

### **► 2003-6 AGREEMENT**

A. The regular workday for full-time or part-time regular day school employees, adult school contract teachers, and ROP teachers shall begin 15 minutes before their first assigned teaching or preparation period and shall end 15 minutes after their last assigned teaching or preparation period each day.

1. During the workday employees are required to perform the normal duties and responsibilities of the position.

2. Each employee shall have a duty-free lunch period of equivalent duration of the student lunch period at the individual school site except in unusual circumstances as determined by the chief site administrator. The minimum time for lunch shall be 30 uninterrupted minutes.

3. Employees shall remain on campus unless otherwise authorized by the chief site administrator or designee. Authorization to leave campus shall be withheld only for good and sufficient reasons.

4. Each regular day school teacher shall teach up to a maximum of five periods per day. Period assignments may be altered to allow for six teaching periods during fall semester and four periods during spring semester on mutual agreement between the teacher and the chief site administrator or designee.

a. Each adult school contract teacher shall teach a maximum of three, 120-minute classes per day.

b. Each full-time ROP teacher shall teach a maximum of two, 180-minute periods per day. Such scheduling shall include compensation for extended day pay in accordance with Appendix B, Table III.

c. Each full-time independent study teacher shall teach a minimum of six periods per day.

5. An extended day teacher shall receive regular compensation for attendance at District or school site meetings held when the teacher would normally be teaching the extended day class.

6. When there is a delayed school opening due to fog or other inclement weather, employees shall report to work at least 15 minutes before their first assigned teaching or preparation period. If local school administration has set a regularly scheduled employee meeting prior to school, employees are

required to be in attendance at the scheduled time.

B. In addition to the duties which employees are required to perform during the regular workday, employees may be required to perform other assigned duties outside of the regular workday.

1. Such duties shall include the following examples: providing leadership of student activities and organizations; attending faculty, departmental, and grade level meetings called and/or approved by the immediate administrator; and communicating and conferencing with pupils, parents, staff, and administrators. Adult school contract teachers shall not be required to supervise student extracurricular activities.

a. The District and school sites will not schedule teacher-related meetings on the 1st and 3rd Wednesdays and the 2nd Tuesday of each month during the period after school and 6:30 p.m.

b. Administrators and counselors will arrange parent/teacher conferences with teachers by mutual agreement. Any parent-requested conference must be held within three days following the request.

c. An administrator will not approve a parent visitation to an employee's classroom without the agreement of the employee. An employee shall not deny a parent request to visit a classroom unless a prior contact between the parent and employee has established that a classroom visit would be disruptive to the education process. At the request of the employee, there shall be a conference between the parent, administrator, and employee prior to a classroom visit.

d. Parent phone calls to teachers will be returned as soon as possible, but in no case, more than two workdays in which the teacher is on site.

e. Responding to parental or student e-mail messages is a teacher's option.

f. A written response to a teacher referral shall be made within five work days of the date of the referral.

2. In addition, ROP teachers shall provide for the location of community work sites and the placement of students in those sites; they shall provide for the recruitment of students into ROP and for the placement of graduates into private industry; they shall initiate and maintain contact with parents and industry officials; they shall plan, develop, and be involved with career days and career fairs.

3. Special duty supervision assignments for which employees do not receive pay shall be limited to four per year.

a. Only one assignment per year may be on a Friday.

b. Only one assignment per year may be on a weekend (Saturday or Sunday).

c. There will be no assignments on the Saturday or Sunday of a three-day weekend.

d. There will be no assignments on a holiday period unless there are insufficient volunteers. If an assignment is made under this section, the employee shall be paid \$10 per hour.

4. A teacher will not be assigned a directed study course without his or her agreement.

5. A teacher will not be assigned a student who is auditing a class without his or her agreement unless the student was enrolled with no transfer grade or was enrolled too late to receive credit for the class.

C. Each full-time, regular day school teacher whose regular assignment is four or more teaching periods (three periods, if in conjunction with a two-period counseling, administration, or

counseling/administration assignment) will be assigned one preparation period daily except for final exam schedules. When period substitutions are assigned during a teacher's preparation period, they shall be assigned to volunteers when possible. If the site administrator or designee is unable to assign a volunteer to period substitution duty, a non-volunteer shall be assigned. Such non-voluntary assignments shall be rotated to the extent practicable.

D. For each school year covered by this Agreement, the regular work year for employees shall be up to 184 days/182 instructional days. Employees new to the District may be required to work an additional in-service day.

1. The current school year calendar shall be attached as Appendix C.
2. The number of work/instructional days shall be reduced by one to 183 workdays/181 instructional days if, in that year, 180 days of instruction have been completed prior to the last scheduled instructional day.

#### Banked Time

E. The school site principal and the official site representative of the Association shall meet to develop a plan for use of banked time, other than time banked for fog delays, for the subsequent school year at their site.

1. Each site shall bank minutes for fog delays as directed by the District.
  2. The site plan shall be developed by the beginning of the last week of the third grading period, using a form agreed upon by the District and the Association.
  3. Additional time may be banked for, but not necessarily limited to, minutes added in anticipation of in-service needs, staff meetings, departmental meetings, final exams, testing, grant development, special schedules and WASC preparation.
  4. Upon completion, the plan shall be submitted to the staff for approval as follows:
    - a. A secret ballot will determine approval of the plan and shall be held at a staff meeting jointly led by the site principal and the official site representative of the Association.
    - b. The ballot shall include an itemized, line-by-line account of each component of additional minutes that are proposed to be banked. Each of these items will be voted on separately as an approve or disapprove option.
    - c. All teachers who are present at the meeting will have the opportunity to vote.
    - d. A simple majority of those teachers voting will constitute approval for each component of the plan.
  - e. The meeting and subsequent vote must be taken by the end of the first week of the fourth grading period.
  - f. If a component is not approved, the site principal and the official site representative of the Association may meet and resubmit a revised component for a vote.
5. If it becomes necessary to reimburse minutes that were not used for fog delays, the following procedure shall be used.
- a. The school site principal and the official site representative of the Association shall meet to develop a plan for reimbursement of fog banked time for their site.
  - b. This plan shall be completed by the end of the third working week of March.
  - c. Any reimbursement of fog time must be by early release of teachers with no scheduled meetings.



## **ARTICLE XI**

### **CERTIFICATED EMPLOYEE EVALUATION PROCEDURES**

#### **► 2003-6 AGREEMENT**

- A. These provisions constitute the procedures to be utilized for the evaluation and assessment of the instructional performance of certificated employees as set forth in Education Code sections 44660, et seq., or their successor, commonly referred to as the "Stull Bill."
1. Any established standards of expected student achievement adopted by the Board at each grade level in each area of study shall be utilized in the evaluation process.
  2. The evaluations shall relate to:
    - a. The progress of pupils toward the Board's established standards, standards established pursuant to Education Code section 44662(a) and, if applicable, the state adopted academic content standards as measured by state adopted criterion referenced assessments.
    - b. The instructional techniques and strategies used by the employee.
    - c. The employee's adherence to curricular objectives.
    - d. The performance of those non-instructional duties and responsibilities, including supervisory and advisory duties, as prescribed by the Board.
    - e. The establishment and maintenance of a suitable learning environment within the scope of the employee's responsibility.
  - The California Standards for the Teaching Profession.
3. The assessment of an employee's performance as set forth in paragraph A.2.a through A.2.e of this Article shall be made on the Summary Evaluation Form, attached as Appendix D.
4. Probationary employee evaluations shall be made on a continuing basis at least once each school year. The employee shall be provided a copy of the written evaluation by not later than 30 days before the last school day scheduled on the school calendar.
5. Permanent employee evaluations shall be made on a continuing basis at least once every other school year. The employee shall be provided a copy of the written evaluation by not later than 30 days before the last school day scheduled on the school calendar.
6. Notwithstanding the provisions of paragraphs A.4 and A.5 of this Article, an evaluation that contains an "unsatisfactory" rating as set forth in paragraph G of this Article shall be provided to the employee not later than April 1.
7. There shall be a meeting between the evaluator and the employee prior to the last school day scheduled on the school calendar to review the evaluation and to discuss the evaluator's judgement of the employee's overall performance. If an employee is on an approved leave of absence that began after the employee was provided a copy of the written evaluation or is otherwise unavailable to meet with the evaluator, the evaluation procedure shall continue as provided by the terms of this Article.
8. It is the responsibility of the chief site administrator to evaluate or to designate the evaluator of

each certificated employee in the school. Except as provided in paragraph A.8.a of this Article or due to unforeseen circumstances which the chief site administrator determines constitute a reason to change evaluators, the person who meets with the employee for the pre-observation conference shall be the "evaluator" referred to in this Article.

a. Within five days of notification to an employee of the employee's evaluator, an employee may make a written request for an alternate evaluator. Specific reasons for the request shall be included. The decision to grant or deny such request shall be final.

b. Employees shall be evaluated only by non-bargaining unit personnel certified by the Board to evaluate.

9. Evaluation and assessment of certificated employee competence, pursuant to this section, shall not include:

a. The use of publishers' norms established by standardized tests (Education Code Section 44662[e]) or other tests that are not mandated by applicable statutes.

b. The job performance of any classified employee with whom the certificated employee works or provides supervision.

10. Cameras and other monitoring devices will not be utilized solely for the evaluation or discipline of employees. If improper employee activity is recorded or detected, the information may be used in any action against the employee.

B. Prior to the initial observation set forth below for each school year (and not later than October 15th), the evaluator and the employee shall meet for a pre-evaluation conference to discuss communication procedures, the basis for the evaluation, including the uniform criteria, the evaluation form, the job responsibilities contained on the evaluation form, any instructional goals and objectives the employee may submit and the items in paragraph A.2.a-f of this Article. If the employee disputes the evaluator's decision on the basis for the employee's evaluation, the employee may appeal the evaluator's decision to the chief site administrator, whose decision shall be final.

C. During the process leading to the formal written evaluation, there shall be at least two observations by the evaluator, one of which shall cover the beginning and the major portion (i.e., at least 30 minutes) of the class period. The other observation shall cover at least a major portion of the class period. At the Adult School and ROP, each observation shall consist of at least 30 minutes.

1. Teachers are expected to have a lesson plan for each class period. Except as provided in paragraph C.2 of this Article, a lesson plan does not have to be written.

a. Each lesson plan must tie student learning in the class period to the goals and objectives of the Board-approved course of study.

b. No attempt shall be made to analyze the accumulation of lesson plans - either past or future.

c. Standards are not required to be posted in the classroom.

2. Teachers shall produce a written lesson plan for each class when an observation is announced at least 24 hours before the class period.

3. The immediate supervisor shall meet with first and second year probationary employees within 20 work days of the close of the first semester. At this meeting, the employee shall be informed whether any

problems were noted.

D. In the written evaluation, the evaluator shall cite specific qualities, abilities, or deficiencies. Any statement concerning instructional competency from a person other than the evaluator shall be verified by the evaluator prior to inclusion in the written evaluation. Unsubstantiated information may not be used in the evaluation.

E. The employee and evaluator shall meet to review the formal written evaluation prior to the last scheduled day on the school calendar to review the evaluation and to discuss the evaluator's judgement of the employee's overall performance. If an employee is on an approved leave of absence that began after the employee was provided a copy of the written evaluation or is otherwise unavailable to meet with the evaluator, the evaluation procedure shall continue as provided by the terms of this Article.

1. Following the review, the employee shall sign the evaluation to indicate that it has been reviewed and that the employee has received a copy. The employee's signature does not necessarily signify agreement with the evaluation.

2. The employee may prepare and submit a written response to the evaluation within 10 days of the review.

3. Following the 10-day response period, the evaluation and response, if any, shall be placed in the employee's personnel file.

F. In the event the formal written evaluation indicates that the employee's performance is not satisfactory, the evaluator shall provide a written commentary as a part of or attached to the evaluation form.

1. The evaluator's rationale for any "Unsatisfactory" rating shall be referenced in the applicable "Narrative Comments" section of the evaluation. Specific goals or recommendations, which must relate to the remarks in the "Narrative Commentary," shall be set forth in the applicable "Recommended Goals" section of the evaluation. All goals in the "Recommended Goals" section must be the result of data collection referenced in the "Narrative Comments" section.

2. As a part of the remediation process after the formal evaluation, the evaluator shall meet with the employee and make specific recommendations as to areas of improvement in the employee's performance and endeavor to assist in the improvement of such performance. The remediation plan process may include, among other things, continued observations, written feedback, and/or follow-up conferences. The employee shall, after the meeting with the evaluator, develop a plan which is designed to improve the employee's performance.

3. If subsequent remedial actions on the part of the employee sufficiently modify the employee's performance and identified deficiencies to the satisfaction of the evaluator, a notification to that effect shall be attached to the evaluation.

G. If the evaluation of a permanent employee contains an unsatisfactory rating in any three of the four areas of teaching methods or instruction on the Summary Evaluation Form (Appendix D, sections A through D), the employee shall be referred to and shall participate in the Teacher Peer Review program as provided by Education Code section 44500 et seq. and Article XV of this Agreement.

1. The evaluator shall meet with the employee and the Consulting Teacher to review the evaluator's recommendations as to areas of expected improvement in the employee's performance.

2. With regard to a teacher who has been referred to Teacher Peer Review, the evaluator shall conduct an evaluation of the performance of the teacher that is independent of the activities of the

Consulting Teacher.

H. While a grievance may be filed alleging a violation of the procedural steps of this Article, no grievance may be filed or considered regarding the contents of a written evaluation.

Personnel Files

I. Materials in personnel files which may serve as a basis for affecting an employee's employment status shall be available for inspection by the employee or by a representative designated in writing by the employee.

1. Ratings, reports, or records which were obtained prior to the employment of the employee or as otherwise excluded by law shall be excluded from review by the employee or the employee's representative.

2. An employee shall be allowed to inspect the materials in the employee's personnel file upon request, provided that the request is made and the review takes place during District business hours, but at a time when such person is not actually required to render service to the employing District.

3. There shall be a log attached to each personnel file indicating names of persons, excluding Personnel Division employees, who have inspected an employee's personnel file and date of such inspection.

J. Information of a derogatory nature (except (1) information contained in an employee's evaluation, (2) a written complaint under paragraph K of this Article, and (3) information excluded from review by the employee pursuant to paragraph I.1 of this Article, shall not be entered or filed in the employee's personnel file unless and until an investigation is held to determine the validity of the information. The employee shall be given notice and an opportunity to review the information and to attach any comments to the information.

1. The review by the employee shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.

2. An employee shall have the right to enter and have attached to any derogatory statement, the employee's own comments thereon within 10 days of notification.

K. A written complaint(s) against an employee shall be brought to the employee's attention within 15 days of receipt and considered by the principal or chief site administrator for inclusion in the employee's personnel file.

1. At the request of either party, the principal shall attempt to hold a meeting between the complainant and the employee prior to the placement of the complaint in the employee's personnel file. An employee, on request, is entitled to representation in the meeting.

2. If management determines that the complaint is substantiated and is to be included in the employee's personnel file, the employee shall be notified of the pending placement of the complaint in his or her personnel file and shall be allowed to file a response as provided in paragraph J.2 of this Article.

3. If the employee disputes the complaint, the parties agree that the employee may file a grievance at Level Two.

4. Notwithstanding the provisions of paragraph K of this Article, these provisions do not apply to any written communication concerning any investigation conducted by law enforcement or another

outside agency with jurisdiction over the matter, e.g., Child Protective Services (“CPS”), Department of Fair Employment and Housing (“DFEH”), California Occupational Safety and Health Agency (“CalOSHA”). when the District has been requested in writing not to inform the employee of the investigation.

## **ARTICLE XII WITHHOLDING OF SERVICES**

### **► 2003-6 AGREEMENT**

A. During the term of this Agreement, the Exclusive Representative agrees that neither it nor its members shall encourage, condone, participate in, or otherwise support any strike, work stoppage, "sick-in," slow down, picketing in furtherance of a strike, or any other concerted failure and/or refusal to faithfully and fully perform assigned job responsibilities and duties. The Exclusive Representative recognizes its duty and obligation under law to comply with the provisions of this Agreement and will guarantee the full and faithful performance of this Agreement on its part and on the part of bargaining unit members.

## **ARTICLE XIII CLASS SIZE**

### **► 2003-6 AGREEMENT**

- A. A committee of three Faculty Association appointees and three District appointees shall meet to review the District’s Certificated Staffing Formula on a continuing basis. Class size reports shall be provided to the Association on an annual basis.
- B. Each school site shall provide a written report to the Association that sets forth information regarding allotment of certificated staffing hours/formula and proposed distribution of the hours/formula by the last day of May of each school year.
1. By November 14 of the subsequent school year, a report that incorporates the class sizes and staffing changes that occur at each site after May will be provided to the Association.
  2. The format for the reports shall be as agreed by the District and the Association.

**ARTICLE XIV**  
**SAFETY CONDITIONS OF EMPLOYMENT**

► 2003-6 AGREEMENT

- A. Employees shall report any unsafe or unhealthy conditions directly to their supervisor.
  - 1. The District shall conduct investigations of employee reports and take appropriate corrective measures as soon as practicable.
  - 2. An employee shall not be disciplined for refusal to work where conditions pose an imminent and ascertainable threat to the employee's health or safety.
- B. An employee shall immediately report any assaults in connection with his or her employment to the immediate supervisor, who shall immediately report the incident to the District office, and, where appropriate, to a law enforcement agency in conformance with provisions of the Education Code.
- C. The District shall not discipline an employee for the exercise of physical control over a pupil unless an investigation shows that the employee exceeded his or her authority pursuant to the provisions of Education Code section 44807 or violated the provisions of Education Code section 49001.
- D. When a teacher suspends a pupil from class for the day of the suspension and the following day for any of the acts enumerated in Education Code section 48900:
  - 1. The teacher shall immediately report the suspension to the principal or designee of the school, and send the pupil to the principal or designee for appropriate action.
  - 2. As soon as possible, the teacher shall ask the parent or guardian of the pupil to attend a parent-teacher conference regarding the suspension.
  - 3. Whenever practicable, a school counselor or a school psychologist shall attend the conference.
  - 4. A school administrator shall attend the conference if the teacher or the parent or guardian so requests.
  - 5. The pupil shall not be returned to the class from which he or she was suspended or placed in another regular class, during the period of suspension, without the concurrence of the teacher of the class and the principal or designee.

**ARTICLE XV**  
**LEARNING TO TEACH AND PROFESSIONAL DEVELOPMENT PROGRAMS**

► 2003-6 AGREEMENT

Joint Committee

- A. Oversight and guidance of the Teacher Peer Review and Learning to Teach programs (BTSA, Intern or Pre-Intern) is provided through the Joint Committee. The Joint Committee shall be responsible for the selection of Consulting Teachers, Subject Matter Facilitators, Support Providers and Site Coaches. In addition, the Joint Committee shall create the protocols and direct program expenditures for

staff development activities related to Title II - Performance Goal 3 of the District's LEA Plan as set forth in paragraph A.6 of this Article. The majority of the Joint Committee shall be certificated classroom teachers who have been appointed by the Association. Certificated administrative members of the Joint Committee shall be designated by the District.

1. The Joint Committee shall be composed of five members, three classroom teachers and two administrators. Members of the Joint Committee shall be appointed annually by the end of the last working day of the previous school year.

a. Qualifications for the classroom teacher members of the Joint Committee shall be the same as the qualifications for a Consulting Teacher.

b. Classroom teacher members of the Joint Committee shall receive an annual stipend as compensation for Committee activities that take place outside of the Committee member's regular workday, as provided in Appendix B, Table III.

c. If a member of the Joint Committee leaves the Committee prior to the completion of his or her term, the vacant position shall be filled for the remainder of the term in the same manner by which the departed member was originally chosen or designated. The annual stipend for these Committee members shall be prorated on the basis of the number of months served.

2. The Joint Committee shall elect a chair who shall serve for a two-year term.

3. The Joint Committee shall meet as it deems necessary to perform its functions. To the extent practicable, meetings shall be held during the regular workday for certificated classroom teachers. Classroom teacher members shall be released from other assigned duties in order to attend Committee meetings. A quorum for Committee meetings shall be the full Committee membership.

4. The Joint Committee will endeavor to make decisions by consensus. If the attempt to achieve consensus is unsuccessful, decisions of the committee shall be made (1) by a majority vote with regard to the designation of a consulting teacher as provided by statute and approval of allocations arising out of paragraphs A.6 and N of this Article, or (2) by four votes as to all other matters.

5. For each year of this Agreement, the Joint Committee shall be allocated \$500,000 annually from Title II, Performance Goal 3, grant funds during the term of this Agreement for implementation of staff development activities that support the LEA Plan.

a. Changes or adjustments to the LEA Plan, specifically Title II, Performance Goal 3, shall be made by agreement of the Joint Committee and the Office of Instruction and shall be submitted to the Board of Trustees for approval on an annual basis.

b. If a dispute arises between the District and the Association regarding programs implemented pursuant to this paragraph, the matter shall be referred to a committee consisting of the Superintendent and the Faculty Association President.

c. If Federal funding for the LEA Plan is reduced or eliminated, the annual allocation set forth in this paragraph shall be reduced on a proportional basis or eliminated. The Joint Panel shall be informed of the circumstances.

#### Teacher Peer Review Program

B. The Teacher Peer Review program provides a mechanism by which exemplary classroom teachers

assist other classroom teachers in the areas of subject matter knowledge, teaching methods, and teaching strategies. Peer assistance activities are provided by “Consulting Teachers” to “Participating Teachers.” A Participating Teacher is a classroom teacher who is referred to and required to participate in the PAR program as a result of an unsatisfactory rating of the employee’s performance in any three of the four areas of teaching methods or instruction on the Summary Evaluation Form (Appendix D, Sections A through D). A classroom teacher may request assistance through the Teacher Peer Review process as a “Voluntary Participant” subject to the provisions of the law and the agreement of the Joint Committee.

1. Pursuant to Education Code section 44502(a), the Joint Committee shall:
  - Select Consulting Teachers.
  - Review peer review reports prepared by Consulting Teachers.
  - Make recommendations to the Board of Trustees regarding Teacher Peer Review program participants, including informing the Board of the names of participants who the Joint Committee determines have not demonstrated “satisfactory improvement” after receiving “sustained assistance” from a Consulting Teacher. All recommendations pursuant to this provision shall be made to the Board not later than 30 days after the receipt of the final report from a Consulting Teacher.
  - Make an annual evaluation of the impact of the Teacher Peer Review program “in order to improve the program.” The program evaluation shall be presented to the Board of Trustees at the regular June meeting
  - In addition, the Joint Committee has the discretion to submit “recommendations for improvement of the program.” Recommendations for improvement are submitted to the Board of Trustees and to the Exclusive Representative.
2. In the process of carrying out its obligations, the Joint Committee shall:
  - Establish its internal procedures.
  - Solicit and review applications for appointment as a Consulting Teacher.
  - Provide appropriate training opportunities for Consulting Teachers.
  - Guide and assist Consulting Teachers in (1) the development of performance goals for Participating Teachers; (2) determining appropriate observation scheduling and practices; (3) establishing and maintaining a cooperative relationship with a Participating Teacher’s Principal; (4) assessing staff development activities that may assist in improving a Participating Teacher’s skills and knowledge; (5) writing peer review reports.
  - Provide appropriate training opportunities for Committee members in areas related to the Committee’s statutory responsibility.
  - Remove an assigned Consulting Teacher by majority vote.



- Prepare and monitor budget expenditures related to the Teacher Peer Review program.

3. Pursuant to Education Code sections 44500(b)(7) and 44662(d), the Joint Committee's final report regarding the results of a Participating Teacher's participation in the Teacher Peer Review program (including responses, if any) shall be made available in the personnel file for consideration as part of the evaluation and assessment of employee performance.

4. At the end of each school year, the Joint Committee shall forward all documents and records relating to an employee's participation in the Teacher Peer Review program to the District Office for filing as provided by paragraph F of this Article.

#### Consulting Teacher Selection and Duties

C. A Consulting Teacher is a classroom teacher who applies for that designation. If selected by the Joint Panel, the Consulting Teacher's assignment is limited to assisting another teacher who is in need of assistance in the development of or improvement of teaching methods or instruction.

1. In order to be selected as a Consulting Teacher, the classroom teacher must possess the requisite minimum qualifications and must file an application with the Joint Committee. The minimum qualifications are:

- Credentialed classroom teacher with permanent status.
- Five years of classroom teaching experience within the last seven years..
- Demonstrated exemplary teaching ability as provided by Education Code section 44501(c).
- Demonstrated ability to work cooperatively and effectively with other teachers and administrators.
- Effective leadership skills.

2. An application for selection as a Consulting Teacher shall include three references from individuals who have knowledge of the candidate's ability to satisfy the minimum qualifications. At least one reference shall be from a principal or other District manager or supervisor. One other reference shall be from another classroom teacher. A reference may be submitted from an Association representative who is acting in an official capacity.

a. Following a decision by the Joint Committee as to which candidates, if any, that it will consider, one or more Committee members shall observe each candidate's classroom teaching performance.

b. A written report of the observations shall be made to the Joint Committee prior to any vote to select a Consulting Teacher or Teachers.

3. The assistance provided by a Consulting Teacher shall not involve the participation in nor the conducting of the evaluation and assessment of performance of the Participating Teacher that is set forth in Article XI of this Agreement and Education Code section 44660 et seq. The assistance provided by the Consulting Teacher shall focus on the specific areas recommended for improvement by the Participating Teacher's principal (or designated evaluator) based upon the unsatisfactory rating or ratings in the performance evaluation that resulted in the referral to the Teacher Peer Review program.

4. As soon as possible following the assignment of a Consulting Teacher by the Joint Committee, the Consulting Teacher, Principal (or evaluator) of the Participating Teacher, and the Participating Teacher shall meet and discuss the areas recommended for improvement. Thereafter, the Consulting Teacher shall independently prepare a Plan of Consultative Assistance and time line which is consistent with the provisions of this Article and Education Code section 44500(b)(2), (3), (5), (6), and (7). The Plan shall:

- Outline scheduled observations by the Consulting Teacher and any release time requirements for the Consulting Teacher's activities related to implementing the Plan.
- Guide and assist Consulting Teachers in: (1) the development of performance goals for Participating Teachers; (2) determining appropriate observation scheduling and practices; (3) establishing and maintaining a cooperative relationship with a Participating Teacher's Principal; (4) assessing staff development activities that may assist in improving a Participating Teacher's skills and knowledge; and (5) writing peer review reports.
- Provide for written peer review reports to be submitted to the Joint Committee at least every four weeks. A copy of each report shall be provided to the Participating Teacher at the time of submission to the Committee. As a part of the monitoring process, the Consulting Teacher may be required to meet with the Committee to discuss the progress of the Participating Teacher.
- Be submitted to the Joint Committee for final development and approval.

5. The Consulting Teacher's final report regarding a Participating Teacher's participation in the Teacher Peer Review program for the school year shall be submitted to the Joint Panel not later than March 1. The report shall describe the measures of assistance provided to the Participating Teacher and shall describe the results of the assistance in the area or areas recommended for improvement. A copy of the report shall be provided to the Participating Teacher at the time of submission to the Joint Committee.

6. With regard to a teacher who has been accepted as a Voluntary Participant, the Assistance Plan set forth in paragraph C.4 of this Article shall focus on the area or areas identified by the teacher. Unless requested by the Voluntary Participant, the Consulting Teacher shall neither submit peer review reports nor a final report of participation to the Joint Committee.

- Consulting Teacher will only be assigned to assist a Participating Teacher and shall receive an annual stipend as compensation for PAR activities and functions that were performed outside of the Consulting Teacher's regular workday as provided in Appendix B, Table III.

#### Participating Teachers

D. A Participating Teacher is a classroom teacher who has been referred to the Teacher Peer Review program as a result of an unsatisfactory rating of the employee's performance in the any three of the four areas on the Summary Evaluation Form (Appendix D. Sections A through D). Referral to and participation in the Teacher Peer Review program is mandatory.

1. If there is a sufficient number of designated Consulting Teachers, a Participating Teacher may

inform the Joint Committee of any preference prior to the Committee's assignment of a Consulting Teacher.

2. The Participating Teacher may request a change in an assigned Consulting Teacher. Depending on the availability of another appropriate Consulting Teacher, one request for a change shall be granted.

3. A Participating Teacher may respond to a Consulting Teacher's final report either by an appearance before the Joint Committee or by a written submission or both. If a Participating Teacher desires to file a written response and/or to request to appear before the Committee, the response/request must be made in writing within 10 workdays of the date of the final report.

#### Miscellaneous Provisions - Teacher Peer Review Program

E. Confidentiality of the Process: Discussion related to an employee's participation in the Teacher Peer Review program shall be kept in strict confidence by Joint Committee members, Consulting Teachers, and the principal (or designated evaluator) of a Participating Teacher.

F. Records: Documents and writings relating to an employee's participation in the Teacher Peer Review program are regarded as personnel matters and shall be subject to the personnel record exemption of the Public Records Act (Government Code section 6250 et seq.). Except for a Consulting Teacher's final report regarding an employee's participation in the Teacher Peer Review program pursuant to Education Code section 44500(b)(7), the Joint Committee's recommendation to the Board of Trustees regarding Teacher Peer Review program participants pursuant to Education Code section 44502(a), and any management follow-up evaluation and assessment of performance by the employee's Principal or designated evaluator, all other documents relating to participation in the Teacher Peer Review program shall be maintained in a separate file.

G. Liability: As provided by Education Code section 44503(d), any certificated bargaining unit employee who performs functions pursuant to this Article as a Joint Committee member, as a Consulting Teacher, or who was directly involved in the negotiation and acceptance of the Teacher Peer Review program on behalf of the Exclusive Representative, 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 Government Code. Pursuant to the terms of the District's liability insurance policy, the employee shall be indemnified and held harmless against any claims, causes of action, damages, grievances, administrative proceedings or any other litigation arising from participation in the Teacher Peer Review program.

H. Bargaining Unit Status: A certificated bargaining unit employee who implements any Teacher Peer Review program functions is not a management or supervisory employee for purposes of the Educational Employment Relations Act.

I. Continuing Discussion: The District and the Association agree to continue discussions on the subject of providing Teacher Peer Review services to permanent teachers who volunteer.

J. Reopening This Article: The parties agree that this Article shall be reopened if either Education Code section 44500 et seq. or the State's implementation guidelines or regulations are modified in any manner that adversely impacts a term of the Article. The parties further agree that this Article may be reopened at any time by mutual agreement. Finally, the parties agree that reopening this Article does not

reopen the Collective Bargaining Agreement.

K. Termination of This Article: If State funding for the Teacher Peer Review program is eliminated, paragraphs B through K, inclusive, of this Article shall expire and have no force or effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the Teacher Peer Review program funding has been eliminated.

Subject Matter Facilitators

L. Subject Matter Facilitators provide assistance to teachers in their subject matter area and serve as the chairperson of department chair meetings for the subject matter areas.

1. A Subject Matter Facilitator shall not participate in the performance evaluation of a teacher. No record or documentation provided by a Subject Matter Facilitator may be utilized as the basis for a District decision regarding the retention or dismissal of the employee.

2. A Subject Matter Facilitator shall have no authority over any other teacher by virtue of his or her position as a Subject Matter Facilitator.

3. Subject Matter Facilitator shall not be exempt from any extra duty assignments or staff meetings required of any other member of the bargaining unit, nor shall he or she, by virtue of appointment as a Subject Matter Facilitator, be exempt from liability to layoff.

4. Subject Matter Facilitators shall conduct at least four meetings over the course of the school year. The Joint Committee shall be provided copies of each meeting's minutes.

5. The Joint Committee shall define specific roles and duties for Subject Matter Facilitators in consultation with the Department of Instruction.

M. Each Subject Matter Facilitator will be designated at the culmination of the following process:

- Term: A Subject Matter Facilitator is designated on a school-year basis and may be renewed on an annual basis. A Subject Matter Facilitator shall receive an annual stipend as provided in Appendix B, Table III.
- Eligibility: In order to apply for a Subject Matter Facilitator position, a candidate:
- Must be a credentialed classroom teacher with permanent status (or an ROP teacher), must have three or more years of service in the District, and must have a current classroom assignment of three or more periods in the subject for which they are applying;
- Has three years of recent experience in classroom instruction or more;
- Has demonstrated 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 pupils in different contexts;
- Has demonstrated the ability to work cooperatively and effectively with other teachers and administrators; and
- Has demonstrated effective leadership skills.
- Application: Any employee may nominate an eligible classroom teacher, including himself or herself, as a Subject Matter Facilitator candidate.

- a. If a member of the Joint Committee applies for a position, the member shall not have any contact with other Joint Committee members that relates in any way to the position prior to the Committee's vote.
- b. An application for selection as a Subject Matter Facilitator shall include three references from individuals who have knowledge of the candidate's ability to satisfy the minimum qualifications. At least one reference shall be from a Principal or other District manager or supervisor. One other reference shall be from another classroom teacher in the subject matter area. A reference may be submitted from an Association representative who is acting in an official capacity.
- c. The Committee will vote to recommend a Subject Matter Facilitator or Facilitators to the Board of Trustees.
- d. A vacancy in the position of Subject Matter Facilitator shall be filled in the same manner in which it was originally selected.

#### Learning-to-Teach Programs

N. Responsibilities of the Joint Committee in regard to Learning-to-Teach (i.e., BTSA, Intern, and Pre-Intern) Programs include:

- Establishment and annual review of operating procedures;
- Preparation and monitoring of budget expenditures related to the programs;
- Solicitation, review and recommendation of applicants for appointment as a Support Provider or Site Coach;
- Monitoring of activity logs maintained by Support Providers and Site Coaches; and,
- Monitoring and evaluation of the programs on an annual basis and performance of adjustments as needed and provided by statute.

O. Support Providers and Site Coaches provide assistance and guidance to teachers who meet the criteria of the applicable statutes.

1. A Support Provider or Site Coach's responsibilities, duties, and time schedule shall be determined by the applicable statute and the Joint Committee.

2. Each Support Provider and Site Coach shall attend required hours of training and assistance activities as designated by the Joint Committee.

3. A Support Provider or Site Coach shall keep and maintain all records and logs required by the applicable statute and the Joint Committee. Except as provided by the applicable statute, a Support Provider or Site Coach shall not participate in the performance evaluation conducted pursuant to Article X of this Agreement of a teacher who is receiving Learning-to-Teach services. Except as provided by the applicable statute, no Learning-to-Teach program record or log may be utilized as the basis for a District decision regarding the retention or dismissal of an employee who is in a Learning-to-Teach program.

- A Support Provider or Site Coach shall receive a stipend under the program as provided in

Appendix B, Table III.

P. Support Providers and Site Coaches will be designated at the culmination of the following process.

- Term: A Support Provider is designated on a school-year basis.
- Eligibility: In order to apply for a Support Provider or Site Coach position, a candidate:
- Must be a credentialed classroom teacher with permanent status (or an ROP teacher), must have three or more years of service in the District, and must have a current classroom assignment of three or more periods;
- Must have three years of recent experience in classroom instruction or more;
- Must have demonstrated 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 pupils in different contexts;
- Must have demonstrated the ability to work cooperatively and effectively with other teachers and administrators; and,
- Must have demonstrated effective leadership skills.
- Application: Any employee may nominate an eligible classroom teacher, including himself or herself, as a Support Provider or Site Coach candidate.

a. If a member of the Joint Committee applies for a position, the member shall not have any contact with other Joint Committee members that relates in any way to the position prior to the Committee's vote.

b. An application for selection as a Support Provider or Site Coach shall include three references from individuals who have knowledge of the candidate's ability to satisfy the minimum qualifications. At least one reference shall be from a Principal or other District manager or supervisor. One other reference shall be from another classroom teacher. A reference may be submitted from an Association representative who is acting in an official capacity.

c. Selection: A Support Provider or Site Coach shall be determined by a formal vote of the Joint Committee.

Miscellaneous Provisions - Learning-to-Teach Programs

Q. The Learning-to-Teach programs shall be implemented only to the extent that State special funding for all costs of the program is provided. If State funding is decreased or eliminated during the term of this Agreement, the program or stipends will be decreased proportionally or eliminated as determined by the Joint Committee. If State funding for a Learning-to-Teach program is eliminated, the applicable provisions of this Article shall expire and have no force or effect without the need for further action by either the District or the Association. The District shall notify the Association in writing that the particular Learning-to-Teach program funding has been eliminated.

- R. The number of Support Providers and Site Coaches shall be determined based on State funding and the number of teachers that qualify for the particular Learning-to-Teach program.
- S. A Support Provider or Site Coach shall have no authority over any other teacher by virtue of his or her position as a Support Provider or Site Coach.
- T. A Support Provider or Site Coach shall not be exempt from any extra duty assignments or staff meetings required of any other member of the bargaining unit, nor shall they, by virtue of appointment as a Support Provider or Site Coach, be exempt from liability to layoff.
- U. Evaluation of the performance of a Support Provider or Site Coach shall be made by the Joint Committee on an ongoing basis. The evaluation shall be utilized when reviewing a Support Provider or Site Coach's performance and when making the determination to select the Support Provider or Site Coach for subsequent year(s). The evaluation shall not be maintained in the employee's personnel file.
- V. A Support Provider or Site Coach who fails to fulfill their responsibilities may be removed by a majority vote of the Joint Committee.
- W. If a Support Provider or Site Coach's request for an expenditure related to his/her Support Provider or Site Coach teacher responsibilities is not approved by the Director of Staff Development, the Support Provider or Site Coach may appeal the decision to the Joint Committee.

## **ARTICLE XVI PROFESSIONAL GROWTH**

### **► 2003-6 AGREEMENT**

#### Professional Growth

- A. The following provisions shall apply to those certificated employees who are required to adhere to the professional growth requirements of Education Code sections 44277, et seq:
1. The District will implement the professional growth program as set forth in the Education Code and the California Code of Regulations. This program calls for the implementation of a professional growth plan which has been mutually agreed upon by the employee and his or her professional growth advisor.
  2. By September 15 of each year, the selection process shall begin. Professional growth advisors shall be designated by each principal or chief site administrator, and shall be non-bargaining unit administrators. The site list of advisors shall be posted by September 30 of each school year.
    - a. The employee shall select an advisor from the site list. An advisor may decline selection by an individual employee. Once selected, the professional growth advisor shall remain as the employee's advisor unless the advisor's site assignment is changed or the employee requests a change pursuant to paragraph B of this Article.
    - b. After the professional growth program has begun, a change of advisors may be requested only once per school year. The request for a change of advisors shall contain a clear written statement of the reason(s) for the proposed change. The decision to grant this request shall be the exclusive right of the District. If a denial is issued, the reason(s) shall be given in writing.
  3. All meetings between the advisor and the employee shall occur at a time mutually agreed upon.

4. The advisor shall accept or reject the professional growth plan submitted within 10 days of receipt. If the advisor rejects the plan, the reasons shall be provided to the employee in writing upon request.
5. The requirement for professional growth is separate and distinct from the evaluation process pursuant to Education Code section 44660 (Stull) and Article XI of this Agreement. The evaluation of instructional performance shall not make reference to the progress toward, completion of, or failure to complete, the professional growth requirements of the Education Code. No employee may refer to his or her individual professional growth program requirements in defense or mitigation of the evaluation of the employee's instructional performance.
6. The Association will be invited to observe and offer suggestions for District pre-service and in-service programs for employees covered by Education Code section 44277 requirements.
7. The District, through the Office of Special Projects, shall maintain a current file of professional growth activities which will be made available to employees upon request.

## **ARTICLE XVII**

### **ADULT SCHOOL HOURLY, PERMIT AND SAPID, AND SUMMER SCHOOL TEACHERS**

#### **► 2003-6 AGREEMENT**

##### **Adult School Hourly Teachers**

- A. Adult School hourly employees who work 20 or more hours per week shall be covered by all provisions of this Agreement with the specific modifications below.
  1. The salary schedule as attached in Appendix A-2.
  2. Employees who are assigned to work 30 or more hours per week shall be considered as full-time employees for purposes of Article III of this Agreement. Employees who are assigned to work less than 30 hours per week shall receive prorated contributions as set forth in Article III, paragraph D, of this Agreement.
  3. Adult School hourly employees who are credentialed and qualified will be given priority consideration for posted openings in the Adult School Program on a seniority basis.
  4. If a class or program is to be terminated or canceled due to low enrollment and if there are two or more sections of the same class which meet at the same time(s) on the same day(s), then the least senior teacher will be the one to be released. If the class(es) is re-instituted in the succeeding term, then the released teacher(s) will be offered re-employment in seniority order.

##### **Permit and SAPID Teachers**

- B. All Permit teachers and Student Age Parenting and Infant Development (SAPID) teachers shall be covered by the provisions of this Agreement with the specific exceptions below.
  1. The salary schedule as attached in Appendix A-2.



2. Permit teachers who are assigned to work 40 hours per week and SAPID teachers assigned to work 30 or more hours per week are considered as full-time employees for purposes of Article III of this Agreement. All other Permit and SAPID teachers shall receive prorated contributions as set forth in Article III, paragraph D, of this Agreement.

3. The workday for full-time Permit teachers in the preschool program is eight hours. The workday for full-time SAPID teachers is six hours. A joint committee will be established to review the SAPID budget to determine if alterations should be made to the length of the workday.

a. A 15-minute break is provided during each three-hour minimum period worked.

b. Teachers shall have a lunch period equivalent to the student lunch period, with a minimum time of 30 uninterrupted minutes. Lunch will be duty-free except in unusual circumstances as determined by the chief site administrator or designee.

c. Any meetings required by the District beyond the eight- or six-hour workday will be in a paid status.

#### Summer School Teachers

C. All summer school assignments are made subject to maintaining sufficient enrollment in a teacher's class or classes.

1. A list of projected summer school offerings shall be posted at the District Office and each school site by the third week of April. The summer school posting shall set forth the position, location, and minimum qualifications for applicants. Selections shall be announced on or before May 15.

2. Supplemental program positions will be announced at the school site at which they are available.

3. Bargaining unit members are not required to teach summer school or supplemental programs. Non-bargaining unit members shall not be assigned to teach summer school or supplemental programs unless no qualified unit member applied.

4. Compensation for summer school is set forth in Appendix B, Table III.

a. Eligibility for the District's health insurance package contributions is determined by service during the regular school year.

b. An employee who teaches a full summer school assignment shall receive one day of sick leave credit for each three weeks of time served in summer school for use during summer school only. An employee may accumulate up to six days of summer school sick leave.

5. Employees shall report to their respective assignments at least 15 minutes before classes start. Employees may leave following scheduled student dismissal from the class. Notwithstanding the foregoing, employees shall remain on campus for a maximum of two scheduled staff meetings.

b. An employee who teaches a full summer school assignment shall receive one day of sick leave credit for each three weeks of time served in summer school for use during summer school only. An

employee may accumulate up to six days of summer school sick leave.

Employees shall report to their respective assignments at least 15 minutes before classes start. Employees may leave following scheduled student dismissal from the class. Notwithstanding the foregoing, employees shall remain on campus for a maximum of two scheduled staff meetings.

## **ARTICLE XVIII EMPLOYEE DISCIPLINE**

### **► 2003-6 AGREEMENT**

#### **Discipline Procedures**

A. For the purposes of this Article, “discipline” or “disciplinary action” shall mean an oral warning, written reprimand, or an unpaid suspension for a period of up to five work days initiated by the District against a permanent certificated employee.

1. The provisions of this Article shall not apply to a letter of warning, a “Notice of Unprofessional Conduct,” or a “Notice of Unsatisfactory Performance” as set forth in Education Code section 44938, or to any proceeding that arises out of the issuance of such a Notice.

2. Disciplinary action shall be imposed for just cause. Disciplinary action is intended to be corrective in nature and should be commensurate with the level of the employee’s infraction.

3. At the beginning of each school year, each employee shall be provided a copy of the list of conduct that may result in disciplinary actions.

B. Any matter which may result in discipline shall be brought to the attention of the Associate Superintendent for Personnel.

1. The Associate Superintendent or designee shall investigate the matter and shall discuss it with the employee or, if requested by the employee, with the employee and a representative within 10 workdays after the matter has been brought to the attention of the Associate Superintendent.

2. The employee shall be informed of the right to be accompanied to the meeting by a representative. If the employee elects not to be represented by an Association representative, the employee shall sign a statement to that effect.

3. As a part of the investigation, the employee shall be notified in writing of the allegations and shall be given an opportunity to respond and to comment on the appropriate disposition.

4. All information and disciplinary proceedings shall be kept as confidential as possible by all parties to the process.

C. If the Associate Superintendent or designee determines that cause exists, the employee shall be provided a written Notice of the Proposed Disciplinary Action within 10 days of the conclusion of the investigation.

1. Unless the employee's infraction involves conduct for which a suspension may be imposed on the first offense, the initial response shall be an oral warning by the appropriate manager.

2. The Notice shall be personally served upon the employee and shall be signed for and dated upon receipt, or it shall be sent by United States certified mail, return receipt requested, addressed to the employee at his or her last known address.

3. Where the employee has utilized the services of a representative during the investigation, the representative shall be provided a copy of the Notice.

4. The Notice shall inform the employee of the charges as well as a statement of the specific acts and omissions upon which the disciplinary action is based and copies of any document or documents upon which the intended discipline is based.

5. The Notice shall inform the employee of his or her appeal rights and the time in which an appeal must be filed which shall be not less than 10 workdays after the date of the Notice. If the disciplinary action is a Letter of Reprimand, the employee may have a written response included in the personnel file or may file an appeal to the Superintendent. If the disciplinary action is a Suspension, the employee may file an appeal with the Board of Trustees or may request that the Association file a grievance at Level Two.

a. A written response to a Letter of Reprimand or an appeal to the Superintendent must be filed within 10 days of the date of the Notice. The Superintendent shall meet with an employee who has appealed a Letter of Reprimand, and the employee's representative if the employee desires. Following the meeting, the Superintendent shall determine whether the Letter shall be placed in the personnel file. The Superintendent's decision shall be final and shall not be subject to the grievance procedure.

b. An appeal of a Suspension or a grievance must be filed within 10 days of the date of the Notice.

c. If an appeal or grievance is filed, the disciplinary action shall be stayed until the completion of the appeal process or binding arbitration. Failure to file the appeal as set forth in the Notice shall constitute a waiver of the right to an appeal and the discipline shall be final.

D. If a suspension is appealed to the Board of Trustees, the following procedure shall apply:

1. The burden of proof to support the Suspension rests with the District.

2. The employee, and a representative if the employee desires, may present evidence or argument to the Board (or a Hearing Officer appointed by the Board) prior to the Board making a decision.

3. Following the hearing, the Board shall adopt, modify, or reject the Suspension. The Board's decision shall be in writing and shall set forth findings of fact, conclusions, and reasons for the Board's determination.

4. The Board's decision shall be final and shall not be subject to the grievance procedure.

## GROUNDS FOR DISCIPLINE

Employee conduct that may result in a written reprimand or in a suspension without pay:

1. Excessive, repeated, or unexcused absences.
2. Excessive, repeated, or unexcused tardiness.
3. Insubordination [refusal to follow the lawful direction of a supervisor](\*\*).
4. Negligence or willful damage to public property or waste of public supplies or equipment.
5. Possession and/or consumption of alcoholic beverages or intoxication on District premises or while on duty at any location(\*\*).
6. Possession of, consumption of, or intoxication due to the use of any narcotic, restricted dangerous drug or other controlled substance which is regulated by the California Uniform Controlled Substances Act on District premises or while on duty at any location, unless such possession is under a valid written prescription(\*\*).
7. Unauthorized use of another employee's password to gain access to the District computer system.
8. Use of the District computer system to transmit threats of violence or to transmit or solicit pornographic material(\*\*).
9. Acts of physical violence against a student, parent, or other person except as referred to in Article XIV, Article C(\*\*).
10. Verbal attack using expletives directed against a student, parent, or other person(\*\*).
11. Threats of violence against a student, parent or other person(\*\*).
12. Misappropriation or mishandling of District or student body funds resulting in loss(\*\*).
13. Theft(\*\*)
14. Possession of a firearm.(\*\*)

\*\* First offense may result in a suspension.

## ARTICLE XIX CONCLUSION

### ► 2003-6 AGREEMENT

#### Completion of Negotiations

A. This Agreement represents complete collective bargaining and full agreement by the parties in respect to wages, hours of employment, and other terms and conditions of employment which shall prevail during the term or terms hereof. This Agreement supercedes and replaces the 2000-2003 Collective Bargaining Agreement.

1. Except as provided by paragraph A.2 of this Article and paragraph B.4 of Article II, the parties expressly waive and relinquish the right to meet and negotiate with respect to any subject or matter, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they met and negotiated on and executed this Agreement and even though such subjects or

matters were proposed and later withdrawn.

The District agrees that it will not change any "term and condition of employment" as defined in section 3543.2 of the Act without first notifying the Association of such intended change. The Exclusive Representative must make a written demand to bargain the effect of such a change within 10 days of written notice that the change is being made or the right of the Association to meet and negotiate shall be waived. Following the written demand, the District agrees to meet and negotiate.

Past Practice

B. The specific provisions of this Agreement shall prevail over any past practice or procedure. When reference is made to statutes (e.g., Education Code), such reference is informational only and does not subject the provision of such statutes to the grievance processes of this Agreement. This provision is not intended to preclude the filing of a grievance and challenging the arbitrability of any section of this Agreement.

Severability and Savings

C. In the event that any portion of this Agreement is found to be unlawful by a court of competent jurisdiction, the rest of the Agreement shall remain in full force and effect.

1. Should a federal or state agency with jurisdiction invalidate any portion of this Agreement, the parties shall, on appropriate notice, meet to negotiate over the affected provision(s).
2. If the Legislature repeals or modifies sections of the Education Code relative to matters within the scope of representation, the District agrees to negotiate the effect of such modifications prior to implementing the provisions of any change.

Duration of Agreement

D. This Agreement shall be in full force and effect from the date of ratification by the parties to June 30, 2006, at which time this Agreement shall expire and become null and void except as provided by law.

**RECOMMENDED FOR RATIFICATION**

FOR THE EXCLUSIVE  
REPRESENTATIVE

FOR THE DISTRICT

---

Bruce Saathoff  
President  
Agency Labor Negotiator

---

James R. Fillbrandt  
Associate Superintendent, Personnel

---

Joe Brackley  
Team Member

---

Carl B.A. Lange III  
Director of Labor Relations

Schools Legal Service

\_\_\_\_\_  
Vickie Shoenhair  
Team Member

\_\_\_\_\_  
S. William Bruce  
Team Member

\_\_\_\_\_  
Diane Ruiz  
Team Member

\_\_\_\_\_  
William R. Jones  
Team Member

Dated: \_\_\_\_\_

\_\_\_\_\_  
Mitch Olson  
Team Member

Dated: \_\_\_\_\_

**RATIFIED AND ACCEPTED**

By their signatures below, the signatories certify that they are authorized representatives of either the District or the Exclusive Representative as the contracting parties; that all actions necessary for the District or Exclusive Representative to ratify and accept this Agreement as a binding and bilateral Agreement have been completed in the manner required by that party and the law and that this Agreement is hereby entered into without the need for further ratification and acceptance.

ACCEPTED:  
KERN HIGH FACULTY  
ASSOCIATION CTA/NEA

ACCEPTED:  
KERN HIGH SCHOOL DISTRICT

\_\_\_\_\_  
Bruce Saathoff  
President

\_\_\_\_\_  
J. Bryan Batey  
President, Board of Trustees

Dated: \_\_\_\_\_

\_\_\_\_\_  
Vice President, Board of Trustees

Sam Thomas

Connie

---

Wattenbarger  
Clerk, Board of Trustees

Larry Starrh

---

Member, Board of Trustees

---

Bob J. Hampton  
Member, Board of Trustees

Dated: October 23, 2003.