AGREEMENT BETWEEN

LOS BANOS UNIFIED SCHOOL DISTRICT
AND
LOS BANOS TEACHERS’ ASSOCIATION

THIS CONTRACT SUPERCEDES ANY CONTRACT NOW IN EXISTENCE

Contract in effect until June 30, 2020

Revised: April 11, 2019
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AGREEMENT

1. The articles and provisions contained herein constitute a binding agreement ("Agreement") by and between the Governing Board of the Los Banos Unified School District ("Board") and the LBTA/CTA/NEA ("Association"), an employee organization.

2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the Government Code ("Act").

3. This Agreement shall remain in full force and effect up to and including June 30, 2018, and thereafter shall continue until a new contract is let.

ARTICLE I
RECOGNITION

1. The Board grants exclusive recognition to the Los Banos Teachers’ Association for all certificated employees except Superintendent, Assistant Superintendents, Principals, Teaching Principals, Vice Principals, Assistant Principals, Coordinators, Psychologists, Directors, Certificated Nurses, Learning Directors, Program Specialists, Counselors and substitute employees for the purpose of meeting and negotiating. (refer to administrative salary schedule for detailed list).

2. Other exclusions may be mutually agreed upon or determined by PERB.

ARTICLE II
SUPPORT OF AGREEMENT

1. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the District and the Association will support this Agreement for its term and will not appear before any public bodies as a representative(s) of their group(s) to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and Association.
2. The provisions of this Agreement shall not be interpreted or applied in a manner which is arbitrary, capricious or discriminatory. Rules which are designed to implement this Agreement shall be uniform in application and effect.

ARTICLE III

NEGOTIATION PROCEDURE

1. No earlier than February 20 of the calendar year in which this Agreement expires, the parties shall meet and negotiate in good faith on negotiable items. Any agreement reached between the parties shall be reduced to writing and signed by them. There shall be no re-opening of any item or provision during the term of this Agreement, except as follows: one article by each party, other than salary and benefits, and any other mutually agreed upon item(s) for all years of the agreement. Written notice of intent to negotiate on openers must be given before February 20 of the prior school year. Either party may give the other thirty (30) days written notice of termination after May 30th of any year where the contract has been opened in accordance with the foregoing. By mutual agreement, the above conditions may be waived.

2. Either party may utilize the services of outside consultants, limited to two (2) persons, to assist in the negotiation meetings.

3. The Board and Association may discharge their respective duties required by this Agreement by means of authorized officers, individuals, representatives or committees.

4. Negotiations shall take place at mutually-agreeable times and places as agreed upon in the ground rules as follows:

   A. Binding Offers: Each party can make proposals and counter proposals. Total agreement shall be ratified by the constituency of both parties.

   B. Members of Negotiating Team: Members of the Association’s negotiating team shall be provided release time for five (5) members.

   C. Limit on Number Present: Both the Association and Board shall have no more than seven (7) persons at each meeting. Each party may designate up to three (3)
observers beyond the seven (7) team members who may attend the negotiation
meetings.

D. Caucus Limitations: A reasonable time limit for caucus sessions will be determined
when ground rules are established.

E. Minutes: The minutes, as taken by the Board, will be available for examination, but
will not be posted. Members of the Team are to receive copies of the minutes.

F. Press Releases: No rule established.

G. Agenda: To be established during the last (15) minutes of each meeting, with each
team to place items on the agenda.

H. Tentative Agreements: Tentative agreements will be in writing and initialed. They
will be subject to agreement on the total Contract unless otherwise agreed.

I. Ratification: The parties will not take a tentative contract agreement to their
constituencies for ratification unless they recommend approval of the Agreement, or
unless the party notified the other party that it will not be recommending approval
of the Agreement.

J. Additional Ground rules: Additional ground rules may be mutually agreed upon.

5. There will be the equivalent of twenty (20) one-half days of release time per calendar
month for the Association’s five (5) negotiators for negotiating the Contract during the
negotiating period. Exceptions may be mutually agreed upon.

6. Upon request, the Board shall furnish the Association with one (1) copy of Form J-200
and a copy of public financial statements which are furnished to the Board.

7. Upon request, the Board shall furnish the Association with a certificated teacher salary
scatter gram.

8. Public presentation and impasse procedures shall be as declared in Article 8, Public
Notice, and Article 9, Impasse Procedures, of the Act.

9. The Association and Board shall be responsible for communicating to their respective
constituents the progress, or lack of progress, of the negotiating proceedings.

ARTICLE IV
PARTIES’ RIGHTS

1. Association

A. Representatives of the Association shall have the right to use school facilities at reasonable hours for Association business.

B. One (1) bulletin board will be provided at each school for use by the Association. The Association may have access to teachers’ mailboxes for communications.

C. Authorized representatives of the Association shall be permitted to transact official Association business on school property, after notifying the principal, at all reasonable hours, provided that said activity does not interfere with the education process.

D. Association meetings shall not take place during teachers’ working hours.

E. The President of the exclusive representative organization of the certificated employees shall be allowed up to eight (8) full and two (2) half days of release time from regular duties during the school year for the purpose of conducting organizational business. The exclusive representative organization shall reimburse the District for the actual cost of a substitute employed to replace the President of the organization when he/she is absent from his/her regular duties under authority of this section. Such leave shall be taken at the option of the organization President, but shall be arranged for at least seventy-two (72) hours in advance with his/her immediate superior (usually, the principal). A record of the utilization of such release time shall be maintained at the school level, one (1) copy shall be transmitted to the business office for billing purposes and one (1) copy of the record shall be placed in the personnel file of the President at the District Office.

F. Payroll Deductions: The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the Los Banos Teachers’ Association membership form, subject to the following conditions.

1). Such deduction shall be made only upon submission of the Los Banos Teachers’ Association membership form to the designated representative of the District, duly completed and executed by the employee and the Association.
2). The District shall not be obligated to put into effect any new, changed or
discontinued deduction until the pay period commencing twenty (20) days or more
after such submission.

G. Organizational Security: All unit members who are members of the Association as of
July 1, 1985, and those who subsequently join shall remain members for the duration of
the Agreement. The District shall enforce this provision, provided the Association shall
indemnify and hold the District harmless from any and all claims, demands or suits of
any other action arising from the challenge of enforcement of this organizational
security provision.

H. Agency Fee

1. Rights for Dues Deductions: The Association shall have the sole and exclusive right
to have membership dues, initiation and representation fees deducted for the
employee in the bargaining unit by the District. The District, shall upon appropriate
written authorization from any bargaining unit employee, deduct and make
appropriate remittance for insurance premiums, credit union payments or other plans
or programs jointly approved by the Association and the District. The District shall
pay to the designated payee all sums so deducted.

2. Dues Deductions: The District shall deduct from the wages on a monthly basis of all
bargaining unit employees the Association dues, initiation fees and assessments, as
determined by the Association annually. Such deduction shall begin on the date of
the execution of this Agreement for employees who have submitted signed
authorization forms to the District. Employees in the bargaining unit shall either
apply for membership or execute an authorization for dues deduction in the manner
described above or, in the alternative, pay such dues by cash directly to the
Association on or before September 1st.

3. Representation Fee: The Association and the District agree that each employee in the
bargaining unit should pay equally toward the cost of administration of this
Agreement and for representation by the Association for all said employees. In the
event that a bargaining unit employee shall not authorize payment through payroll
deduction or pay the dues or fees in cash as provided in Section 2, above, the
Association shall inform the District and the District shall immediately begin
automatic payroll deduction as provided in Education Code Section 45061 and in the
same manner as set forth in Section 2, above. There shall be no charge to the
Association for such mandatory fee deductions.

4. Religious Objection: If an employee in the bargaining unit belongs to a recognized
religious sect which does not permit its members to join the Association or pay a
representation fee to any organization, an amount equal to the representation fee
which would have been paid will be made in full on or before September 1st of each
school year and deposited into one of the following non-religious, non-labor
organizations, charitable funds exempt from taxation under Section 501 ©(3) of Title
26 of the Internal Revenue Code:
   a. Foundation to Assist California Teachers (FACT);
   b. American Cancer Society; or the
   c. American Heart Association

5. Proof of payment and a written statement of objection along with verifiable evidence of
members of a religious body whose traditional tenets of teachings object to joining
or financially supporting employee organizations, pursuant to Section 4 above, shall be
made on an annual basis to the Association and District as a condition of continued
exemption from the provisions of Sections 1 and 2, above. Proof of payment shall be in
the form of receipts and/or cancelled checks indicating the amount paid, date of
payment and to whom payment in lieu of the service fee has been made. Such proof
shall be presented on or before September 1st of each school year.

6. Any unit member making payments as set forth in Sections 4 and 5, above, and who
requests that the grievance or arbitration provisions of this Agreement be used in his or
her behalf, shall be responsible for paying the reasonable cost of using said grievance or
arbitration procedure.

7. With respect to all sums deducted by the District pursuant to Sections 1 and 2, above,
whether for membership dues or agency fee, the District agrees promptly to remit such
monies to the Association accompanied by an alphabetical list of unit members 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.

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

9. **Hold Harmless Clause:** The Los Banos Teachers’ Association shall defend and hold harmless the District from any and all claims, demands, suits, or any other action arising from the organizational security provisions contained herein. 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.

2. **District**

   A. It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive rights to: determine its organization, direct the work of its employees, determine the times and hours of operation, determine the kinds and levels of services to be provided and the methods and means of providing them, establish its educational policies, goals and objectives, insure the rights and educational opportunities of students, determine staffing patterns, determine the number and kinds of personnel required, maintain the efficiency of District operations, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, contract out work, and take action on any matter in the event of an emergency. In addition, the District retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees.

   B. The exercise of the forgoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement; and then, only to the extent such specific and express terms are in conformance with law.
C. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement in cases of emergency. The determination of whether or not an emergency exists is expressly excluded from the provisions of Article XVI, “Grievance Procedure;” however, the Association will have the right to appeal the decision to court or, by mutual agreement; the parties may submit the dispute to binding arbitration.

ARTICLE V

WORKING HOURS

1. Working Hours

A-1. (a). Working hours for professional staff in the bargaining unit shall be 7½ hours per day. The starting and ending times for each school will be reviewed by the District and Association annually and set for the following year. The morning Kindergarten teachers’ day may begin earlier than the rest of their sites’ staff in order for their day to be 7.5 hours.

(b). Reading Coach/Reading Recovery Teacher Leader, Mathematics Coach, and G.A.T.E Coordinator are allowed to adjust their daily schedules under the following circumstances:

- A unit member who holds the Reading Coach/Reading Recovery Teacher Leader, Mathematics Coach, or G.A.T.E. Coordinator positions may find it necessary to adjust their daily working hours in order to address training opportunities for staff and parents. The instructor will still recognize the 7½ hour work day.

- Approval for adjustment of daily working hours must be granted permission by the primary supervisor.

- Additional positions falling under these criteria will need to be approved by the association and the District.

A-2. (a). Effective January 1, 2006 a unit member may volunteer to teach an additional period before or after the regular instructional day or during a preparation period and shall be paid at one-sixth of his/her daily rate of pay.
(b). A unit member may also volunteer to teach before or after the regular
instructional day as part of his/her regular assignment. Total work time must
remain the same as other unit members at their school.

B. It is expressly understood that field trips, outdoor education and other scheduled
assignments are exceptions to this time schedule.

C. District-wide certificated staff will be free to leave when the last teacher at their home
school is dismissed. Working hours for teachers teaching more than one (1) grade level
shall be controlled by the higher grade level.

D. One (1) instructional preparation minimum day per calendar month for grades 1-6 shall
be held. More than four (4) teaching days must be scheduled in the month to require
the minimum day. Planning time shall be under the direction of the site administrator.
The schedule shall be established by the Superintendent.

E. The District shall provide a minimum forty (40) minute duty-free lunch period for unit
members.

F. Teachers will be dismissed at five (5) minutes after the conclusion of their grade level
day on Fridays, days preceding holidays, and days preceding mandatory staff
development days on Fridays, unless they have previously-assigned duties.

G. Teachers may leave ten (10) minutes after the student dismissal time on minimum days,
as outlined in the school calendar, except the last day of school, minimum days for
preparation, during elementary parent-teacher conference week and unless they have
previously-assigned duties.

H. Health care appointments shall not conflict with prior school commitments. Teachers
may leave at the end of the student day at each respective school with authorization of
the principal.

I. Teachers required to return to school for assigned duties in the evening may be excused
at the end of the student day except when such dismissal conflicts with previously-
assigned duties.

J. There will be a one (1) hour lunch period on the two teacher orientation days. The time
shall be determined by the site administrator.
K. There will be a minimum day schedule for elementary students during parent-teacher conference week.

L. With prior approval of the site administrator, teachers may leave at the end of the student day to attend clinics, conferences and/or college classes which relate to their subject fields. Early departure shall not conflict with previously-assigned duties.

M. Whenever a rainy day session is called by the site administrator, teachers within that elementary school are to have a 10-minute break in the morning. Each school will establish a procedure for rainy day sessions. This procedure will be determined by the school staff and site administrator.

N. A member of the Board of Directors of the Merced School Employees’ Federal Credit Union may be excused to attend meetings in Merced at the end of the student day. Prior authorization by the administrator is necessary.

O. Unscheduled Minimum Days

(1). Minimum days called under this section are full teacher work days as prescribed by the Contract for the school(s) where the minimum day is held.

(2). At the secondary level, the site administrator and all the members of the bargaining unit at the site or three representatives chosen by the members of the bargaining unit at the site may plan and implement minimum days during the year not on the approved calendar.

(3). At the elementary level, a committee of site administrators (one per school) and representatives chosen at each site by the members of the bargaining unit equal to their membership on the Rep. Council shall meet and plan joint minimum days.

(4). The purpose of additional minimum days shall be the improvement of the total school program such as curriculum development, articulation, special meetings, training or other events beneficial to the educational needs of the school(s) and/or district.

(5). The Superintendent must approve any unscheduled minimum day(s).
P. Teacher-student contact time shall be six (6) hours at C.O.R.E. This is considered the teaching assignment at C.O.R.E. and is compensated by the teacher’s placement on the teacher salary schedule.

Q. There shall be no more than one staff meeting held per month. Staff meetings shall not be longer than 60 minutes in length. Unless impossible to schedule, all staff meetings will be held on a Tuesday.

R. Teachers who have a preparation period during the student instructional day may volunteer to substitute during their preparation period.

1. Teachers choosing to be reimbursed for compensation periods will be reimbursed at the rate of 6 compensation periods equaling one day at the contracted hourly rate.

2. After accruing 5 compensation slips for covering 5 periods, the teacher is entitled to one day of leave.

3. Under no circumstances will the compensation periods be applied to sick leave or any extended leave.

4. Requests for the use of compensation days during State testing, finals weeks, and staff development days are excluded from utilization.

2. Professional Learning Communities (PLCs)

A. PLC time is from ten (10) minutes after the end of the student day until the end of the teachers’ workday. PLC days will be designated on the district adopted calendar.

B. The purpose of the PLC period is to provide a regularly scheduled time within the workday in which articulation, collaboration, planning, and professional development take place under the direction of the site principal. District-wide planning will also be possible.

C. The site administrator is responsible to develop a training plan for their school site. Staff input will be solicited in the development of the training plan. The principal has the discretion to approve and direct the activities that take place at their school sites. They may revise and update plans as needed.
D. Attendance at these meetings is mandatory for all bargaining unit members. No personal appointments are to be scheduled during these articulation days. There will be no early release to attend clinics, conferences and/or college classes on these articulation days.

E. The Association Bargaining Team and the District agree to meet prior to March 1 each year to review the program or to make any mutually agreed upon revisions. The yearly meeting is not required when both parties mutually agree, in writing, that one is not necessary for that year.

3. The School Calendars shall be mutually agreed upon. Three (3) representatives from the District and three (3) representatives from the Association will meet prior to October 15$^{th}$ to begin developing the calendar for the following school year. Both parties will prepare and share a draft calendar at this first meeting. A draft copy of the calendar will be presented to the Board for a first reading at the regular December Board meeting. If necessary, the parties will meet to review Board feedback regarding the calendar. The calendar will then be submitted to the Board for final approval at the regular meeting in January. Monday and Tuesday minimum days of May Day Week will be moved to the day before Good Friday and the next to the last day of the school year.

ARTICLE VI

SALARY

1. Basic Teachers’ Salary Schedule

A. Placement and Horizontal Advancement:

(1). Teachers shall be placed in the appropriate class of the salary schedule in accordance with the degrees, credentials and advanced preparation they have completed.

(2). For the purposes of this Article, a Regular Credential is a full credential which, in most cases, takes one year of post graduate work and thirty (30) college or university units. It is not an emergency credential, a partial credential, an intern
credential or any other special circumstances credential which the State may
institute or establish in the future.

(3). Teachers without a Regular Credential will:

(a). Be placed in Class I

(b). Remain in Class I until their Regular Credential is received

(c). Be allowed to change steps in Class I for succeeding years of service.

(4). Classes:

I. BA/BS Degree, but no Regular Credential

II. Class II has been eliminated.

III. BA/BS Degree, plus thirty (30) units and Regular Credential

IV. BA/BS Degree, plus forty-five (45) units and Regular Credential or MA
   Degree plus Regular Credential

V. BA/BS Degree, plus sixty (60) units and Regular Credential or MA Degree
   and Regular Credential plus fifteen (15) units

VI. BA/BS Degree, plus seventy-five (75) units and Regular Credential or MA
    Degree and Regular Credential plus thirty (30) units

(6). Reassignment to a higher classification shall become effective in accordance with

“Miscellaneous” G (1) below.

B. Criteria for evaluation of units for BA/BS Degree and regular credential:

(1). A unit is a semester unit of fifteen (15) hours of class work. The conversion
    factor is three-to-two where quarter units are approved.

(2). To be accepted, two-thirds of the units must meet the following standards:

   (a). Must be a major or minor field, education, psychology, teaching field
       and must be new work.

   (b). Must be upper division or graduate units.

(3). One-third of the units may be in any subject area. Written, advance permission
    for lower division units must be obtained from the Superintendent prior to
    enrollment, if credit is to be allowed.

(4). All work must be a grade of C, B or A, pass or credit.
C. For horizontal placement, prior administrative approval of the program and/or courses must be obtained, unless in major, minor of teaching field.

D. It will be the responsibility of the individual to petition for advancement.

E. Petition for acceptance of units completed or not completed must be in by April 1 of the year previous to that in which the teacher plans to move from one class to another.

F. Extra Services:
   (1). There are certain teaching positions which, because of inherent administrative responsibilities or because of summer responsibilities, should receive additional compensation. At the discretion of the administration and the Board, allowances may be made to personnel carrying additional responsibilities beyond the normal load. Upon request, the President of the LBTA will be notified, in writing, of the assignment and additional compensation.
   (2). All teachers should be expected to assume some extra school activities as part of their regular teaching day. This would include class or club activities, bus chaperoning, with consideration that the administration will distribute the load evenly throughout the faculty.

G. Miscellaneous
   (1). Contracts will be written after the first school board meeting in April and re-written if credit and/or credential requirements are met and submitted to the District Office by September 15. However, if change of status is anticipated, notification, in writing, must be given the District Superintendent by April 1. Work undertaken and completed during the summer preceding the current teaching year will be applied and accredited to the teacher’s present record. An official transcript is needed. The responsibility of submitting correct data and qualification for placement and reclassification rests with the teacher.
   (2). No members of the bargaining unit shall be involved in evaluating teacher’s units.
(3). As each new teacher enters the system, he/she must have on file, within ninety days after employment, a transcript of his/her work evaluated on the placement form provided by the administration. A confirmation letter verifying the number of upper division/graduate level units accepted by the District will be sent within forty-five (45) days of initial employment. The current salary placement shall remain the same or be adjusted accordingly to reflect the number of upper division/graduate level units credited.

(4). If a teacher is dissatisfied and feels there should be an adjustment made in his/her salary or position, he/she may grieve it through the normal grievance procedure.

(5). If a teacher is employed for a minimum of seventy-five (75) percent of the school year, he/she shall be given credit for that year’s experience for salary schedule advancement purposes.

(6). Beginning with the 2001-2002 school year and thereafter, teachers shall be given credit for a maximum of nine (9) years experience for initial placement on the salary schedule. Teaching experience, for salary schedule placement purposes, shall include all experience in positions requiring certification qualifications.

(7). The District shall provide each teacher, at his/her request, by April 30th of each school year, with a statement of the number of units that the District has on file for him/her.

(8). If a new job classification is established, the Board will negotiate with the Association over the appropriate salary for that classification. If possible, said negotiations shall take place prior to the filling of the position. If it is not possible to complete negotiations prior to the filling of the position, the salary subsequently agreed upon shall be retroactive to the first day the position was filled.

(9). If there is any substantial change in the duties of any existing job assignment, the Board will negotiate with the Association regarding possible modifications
in the salary for such position and any modification in the salary for such position agreed to will become effective retroactive to the first day the change in duties became effective.

(10) Any vacancy in the coaching staff shall be advertised within the school for the vacancy; and, if no applications are received or selection made, then the position shall be advertised within the District.

(11) Salaries paid on an hourly or daily basis shall be effective as of the date of the execution of this Contract.

(12) To move from one class to another (other than “rewritten contracts”), official transcripts or officially-stamped grade cards must be presented to the administration on or before March 1 of the current year. The responsibility of submitting correct data and qualifications for placement and reclassification rests with the teacher.

(13) Beginning with the 2000-2001 school year, teachers who have a special education credential and are assigned to teach in the special education program shall have a negotiated stipend added to their salary. The purpose of the negotiated stipend is to attract fully-credentialed special education teachers.

(14) The Board may contract with agriculture teacher(s) for an eleventh or twelfth month of duty. They will be paid ten (10) percent additional salary for each additional month of duty and will serve the equivalent of twenty (20) additional work days.

(15) Effective July 1, 2016, Los Banos High School, Pacheco High School, Los Banos Jr. High School, Creekside Junior High School will have one department chair per department. The principal shall appoint Department Chairs. The appointee may decline. The principal will consult with the teaching staff and departments to identify appropriate department divisions. Any plan to restructure the existing departmental format will be subject to agreement by the majority of the teaching staff and site administrators.

(16) Shared Teaching Assignments
Eligibility
A. Shared teaching assignments shall be available only to permanent status
teachers who possess a clear credential, who are already employed by the
district and who have mutually agreed to work together on a 50/50 basis.

Teachers may submit their request for such an assignment to the Superintendent
or designee by February 2\textsuperscript{nd} of the preceding school year.

B. Teachers requesting a shared assignment shall be informed of the status of
their proposal by April 20\textsuperscript{st}.

C. The Superintendent or designee shall annually review the effectiveness of
the shared teaching assignment and determine whether or not it may continue
the following year. He/she shall notify the teachers of this decision on or before
March 15\textsuperscript{st} of each year.

Hours and Responsibilities
A. Both teachers will work the equivalent of half of the school days required of
full-time teachers and will perform a proportionate share of adjunct duties.

B. Both teachers shall meet with the principal before school opens to establish
exact working days and meeting responsibilities. Although the teacher not on
duty will not normally be required to attend staff meetings, both teachers shall
attend parent conferences, open house, and back to school nights. Both teachers
are expected to attend specific in-service meetings and to work a full day on the
two calendared teacher orientation days.

C. Both teachers shall assume full responsibility for the class instructional
program. They will regularly meet to jointly develop lesson plans and ensure
clear lines of communication with parents/guardians.

Salary, Leaves, and absences
A. Each teacher will receive one half of his/her annual salary according to
individual placement on the salary schedule.

B. The employee and the district’s contribution to the retirement system shall
be one half of that normally paid. Upon completing a year’s work at half-time,
the teacher will receive one-half year of service toward advancement on the salary schedule and one-half year’s credit toward years of service in the teachers’ retirement system. Once a teacher has accrued a full year of service credit, the service credit will be applied for advancement on the salary schedule at the beginning of the next school year.

C. Whenever one of the teachers sharing an assignment is absent, the other teacher sharing the assignment shall make every reasonable effort to perform substitute duties. For this service, his/her pay shall correspond with the district substitute pay for day-to-day substituting. If an absence extends beyond two consecutive weeks, he/she shall receive his/her regular teacher’s pay beginning with the first day of substitute service.

D. Teachers sharing an assignment shall accrue sick leave and other leave benefits at one half the normal rate. Worker compensation insurance shall be paid on the employee’s actual salary.

Health Plan

A. Premiums will be prorated at 50% of the employer paid rate.

(17) Any teacher who subs on a non-contracted day would have the choice of substitute pay or Compensatory time-off (a comp day).

(18) “WORK YEAR”: For payroll purposes, all bargaining unit members will begin their work year July 1 and end their work year on June 30. They will receive their compensation in 12 equal installments beginning with the last teaching day of July. A first-year teacher will be paid in eleven (11) equal installments with the first payment being issued the last teaching day in August. Teachers who are a member of the Public Employees Retirement System (PERS) shall be paid in 11 equal installments beginning with the last teaching day in August.

(19) “ADDITIONAL DAYS”: The District, within its discretion, may request but not require employees to work additional days beyond their regular work year. Employees who agree to do so shall be paid on a per diem basis. Employees
shall be credited with one additional sick leave day for each such 16 additional
days worked in a fiscal year.

(20)  Reassignment Due to Grade Level Fluctuations:

a.  Unit members shall not be transferred or reassigned arbitrarily, capriciously
or without a rational basis in fact.

b.  Notice of involuntary transfer or reassignment shall be given to unit
members as soon as possible and not, except in cases of emergency, later than
March 15.

c.  When a district-initiated involuntary transfer is created by enrollment
fluctuations, the site administrator will use the following procedures:

i.  Inform the entire staff of the enrollment situation, define the problem
and seek potential solutions from them.

ii.  Meet with teachers of the affected grade level, consider options
recommended by the staff, brainstorm new options and agree upon an
acceptable solution.  If agreement cannot be reached, assignments will be
determined using the following procedure:  the teacher with the least
district seniority will be displaced.

2.  Extra Pay for Extra Duty:

A.  A restructured Extra Duty Salary Schedule will become effective July 1, 1996.  (See
Exhibit “C”)

B.  A contract will be required for each extra duty assignment.

C.  An Extra Duty Stipend may be split by no more than four people per category.

D.  The Principal and the Program Director or Athletic Director and Head Coach will determine
shared stipend amounts and duties.

E.  Upon the resignation of any of the parties in a split assignment, the remainder of the stipend
will not be shared, unless the resignation occurs prior to the start of the assignment.
F. New extra duty category placements will be submitted to the Los Banos Teachers’ Association for recommended levels of placement prior to inclusion on the Extra Duty Schedule.

G. Reclassifications of categories will be subject to the negotiation process.

Extra Duty Stipends will be scheduled for payment by the nature of the assignment. (See Exhibit “C”)

3. Payment for Non-Teaching & Extracurricular Duties

A. It is understood that field trips, open house, parent club, parent-teacher conferences, school board presentations, supervision of dances, clubs, homecoming activities, rooter bus duty and supervision of athletic events, when assigned, are a part of basic teacher responsibility. These duties must be student-supervision oriented.

B. Non-teaching duties not mentioned above shall be on a voluntary basis or paid at the negotiated hourly rate as indicated on the Negotiated Stipend Schedule. (Exhibit D)

C. Sixth grade teachers are expected to teach Outdoor Education.

D. An employee assigned to Outdoor Education may switch with another teacher when necessary for:

1. Family care of the employee’s dependent(s).

2. Serious illness of a member of his/her immediate family as defined in Education Code Section 45194. The District shall require a physician’s written statement that the employee was required to be in attendance of the immediate family member during the period of serious illness.

3. Other reasons as identified in Article IX, 4B (4). (Personal Necessity)

Before any arrangement for switching is made, the employee must discuss it with the principal. Denial by the principal may be appealed to the Superintendent whose decision is final.

The employee will provide at least two weeks written notice, except in case of emergency.
Minimum day conflict (tracking off) will be avoided through careful scheduling whenever possible. If an employee is expected to complete a week at the outdoor education site when they would be otherwise off duty, the per diem rate will be paid. Per diem rate does not apply to trade days. A 6th grade teacher may trade with another teacher once during the year for a total of two trips to the outdoor education center. Teachers from other grade levels may attend once per year. This is a straight day-for-day trade between teachers, with no per diem from the district.

E. All duties described in this Article will be assigned on an equitable basis.

4. District Units for Advancement on the Salary Schedule

A. One unit will be given for each fifteen (15) hours of instruction.

B. Missing a class or any part thereof requires the employee to make arrangements with the instructor to make-up the missed time in order to qualify for the unit. Units will not be granted if the employee misses two or more classes.

C. Classes for the District Unit must be offered outside of the teacher’s regular work day.

D. When a class can be taken for either compensation or a District Unit, the employee must fill out the proper District form available on the first night of instruction. The employee must check the space for either compensation or District Unit, sign and return the form to the instructor by the end of the first class session.

E. Only five (5) units of the fifteen (15) units for advancement to the next class on the salary schedule can be District units.

F. District Units cannot be transferred to another school district.

G. District Units cannot be transferred into the District from another school district.

H. The appropriate Assistant Superintendent for elementary education or secondary education shall arrange for, supervise, be responsible for and decide when these classes shall be offered.

5. Recouping of Overpayments
A. The parties acknowledge that due to the multi-track year round work calendar and 12 month pay schedule for certificated employees at certain times during the work year an employee will have been overpaid for service performed as of a particular date. For most employees such overpayments are reconciled at the end of the school year. However, the parties acknowledge that certain certificated employees who go out on extended illness or injury leave, or who leave employment mid-year, may remain in overpaid status. In order to correct such overpayments, the District shall offset employee wages on the certificated employee’s June paycheck or on the certificated employee’s final paycheck if the individual leaves District employment.

ARTICLE VII

STAFF DEVELOPMENT DAYS

1. Staff Development Days

A. There shall be two (2) annual staff development days held in addition to the regular work year. Staff development shall be paid at the per diem rate.

B. The District will gather input from Site Leadership Teams (comprised of teachers and administrators) during the staff development planning process, and The District will have the final decision as to the content, subject matter, organization, and structure of the two (2) staff development days.

   i. At least ten (10) working days prior to scheduled staff development days, The District will provide LBTA members with itineraries for planned trainings and activities.

   ii. Teachers will have a one hour duty free lunch on staff development days.

C. All mandated trainings must be conducted during one of the two annual staff development days, August and September staff meetings, and/or during Professional
Learning Communities (PLC) time.

D. The District may schedule voluntary staff development days as a full day or in portions less than a full day (for example – two (2) one-half (1/2) days or three (3) one-third (1/3) days). Voluntary staff development shall be paid at the per diem rate.

These voluntary partial days may be scheduled after a normal workday, on weekends, in the summer or at other times when a teacher is off-track.

E. Other than the two (2) required staff development days, attendance at staff development days is voluntary and in no way is to be considered mandatory.

F. The teacher’s regular work year, as determined by the mutually agreed upon calendar, is not increased as a result of a unit member attending the voluntary staff development days.

G. Attendance at these meetings is mandatory for all bargaining unit members. No personal appointments are to be scheduled during these two (2) staff development days. There will be no early release to attend clinics or conferences on these staff development days.

ARTICLE VIII

HEALTH, WELFARE AND RETIREMENT/LONGEVITY BENEFITS

1. Employee Health & Welfare Benefits

A. All unit members will participate in the California’s Valued Trust (CVT) Health Plan.

B. The district will annually cover up to an 8.5% increase on the prior year’s base.

The difference of any increase less than 8.5% will not be “banked” to cover future years’ health benefit cost.

C. Beginning October 1, 2016, the district will annually cover up to a 5% increase with a 50/50 split between district and employee any increase from 5% to 8%.

The difference of any increase less than 5% with a 50/50 split between district and
employee any increase from 5% to 8% will not be “banked” to cover future years’ health benefit cost.

2. **Medical Insurance for Retirees**

   A. Unit members who have worked for the District a minimum of twenty (20) school years of full-time service and have reached the age of fifty-five (55) shall be eligible for the retirees’ medical insurance, prescription and multiphasic benefits upon retirement until the retiree reaches the age of sixty-seven (67) years or until Medicare eligible, which ever occurs first. Should Item three (3), below, Retirement/Longevity, be eliminated, then twenty (20) shall be changed back to twelve (12). Starting July 1, 2010 unit members who have worked for the District for a minimum of twenty (20) school years of full-time service must reach the age of fifty-seven (57) to be eligible for retirees’ medical insurance, prescription and multiphasic benefits. Starting July 1, 2020, unit members who have worked for the District for a minimum of twenty (20) school years of full-time service must reach the age of fifty-nine (59) to be eligible for retirees’ medical insurance, prescription and multiphasic benefits. Starting July 1, 2020 unit members who wish to retire, and have reached the age of 57 and have worked for the District for a minimum of twenty (20) school years of full-time service will be eligible for Retirees Medical Insurance at age 59 if they maintain continuous coverage, at their own cost, until age 59 with the current district medical provider and only if this practice is allowed by the District’s Medical Insurance carrier at the time the employee retires. In cases of catastrophic illness/injury and with District approval the unit member may become eligible for Retirees’ Medical Insurance at age fifty-five (55).

   B. Retirees receiving medical coverage will receive the same level of payment provided active unit members.

   C. Said coverage will be provided for the retiring employee and eligible family members under the age of sixty-seven (67) years or until Medicare eligible, which ever occurs first.
D. Application shall be made to the District Office at least thirty (30) days prior to retirement.

E. Retirees eligible for District paid medical benefits are also entitled to vision and dental benefits provided they provide continuous substitute service sufficient to pay for the coverage.

3. District Retirement/Longevity Benefit

A. The District shall pay to full-time unit members who have twenty (20) or more years of service with the District a one-time retirement/longevity benefit upon resignation from the District. To be eligible for this benefit, the unit member must retire under the State Teacher Retirement System or the Public Employees Retirement System the year of resignation.

B. Retiring before the completion of a full contract year disqualifies a unit member for this benefit except:

   (1). In cases of catastrophic illness/injury and with District approval.

   (2). On a case-by-case basis where the unit member has District approval.

C. The benefit amount shall be computed based upon the difference between the retiring employee’s base salary as determined by the employee’s placement on the salary schedule at the time of retirement and the “average” salary for a potential replacement employee. The “average” salary for a potential replacement employee shall be calculated by adding the salaries listed on each step from Class 1, Step 1, through Class VI, Step 6, of the salary schedule in effect on the date of retirement. Starting July 1, 2010 the “average” salary for a potential replacement employee shall be calculated by adding the salaries listed on each step from Class 1, Step 1, through Class VI, Step 9, of the salary schedule in effect on the date of retirement. The total of such salaries shall then be divided by the number of affected steps to derive the “average” salary for the potential replacement employee, (hypothetical: total salary of affected steps; $660,000 divided by twenty-two (22) salary schedule steps = $30,000 average salary for the potential replacement employee).
D. The one-time benefit paid to retiring unit members shall be based upon years of service as follows:

(1). An employee with twenty (20) or more years of District service shall receive fifty percent (50%) of the difference

(2). An employee with twenty-five (25) or more years of District service shall receive seventy-five percent (75%) of the difference

(3). An employee with thirty (30) or more years of District service shall receive one hundred percent (100%) of the difference.

E. The benefit shall be paid to the employee or their estate in one lump-sum payment, less withholdings and taxes, within 60 days of the last day of employment.

F. Starting July 1, 2010 this program shall be offered each school year.

4. Early Retirement Notification Incentive

A. Beginning February 15, 2017, a unit member who notifies the district HR department in writing no later than February 15 that he/she will retire through STRS/PERS will receive a $1,500 bonus added to his/her June pay warrant. For the 2015-16 school year only, the deadline for submission will be extended to March 15, 2016.

**ARTICLE IX**

**LEAVES**

1. Sick Leave

   A. Employees are granted sick leave when they are compelled to be absent from duty because of accident, illness, quarantine or emergency leave.

   B. Sick leave, or full pay, shall be ten (10) days per year. One-half day cumulative leave shall be added every (2) weeks for teachers whose regular assignment extends beyond the basic work year.

   C. Sick leave may be accumulated from year to year without limit or restriction.

   D. The accumulated sick leave becomes available on the first required service day of the annual duty year.
E. Sick leave for employees on less-than-full-time duty shall be in proportion as their employment is to full time.

F. The Board may require a physician’s verification of illness if the teacher has been on sick leave for five (5) or more consecutive school days. Such ruling shall not discriminate against evidence of treatment and the need therefore by the practice of the religion of any well-recognized church or denomination.

2. Extended Illness Leave –

A. The District will continue its current practice of providing differential pay to employees on extended illness or injury leave pursuant to Education Code section 44977 (i.e., the difference in pay between the employee and a substitute, whether or not a substitute is actually hired).

B. Education Code sections 44977 and 44978.1 (including any statutory changes which may occur in the future) will govern the rules regarding extended illness or injury leave for certificated employees.

C. Certificated employees will receive differential pay during “off-track” time and accordingly, the five-month period of extended illness or injury leave under section 44977 shall be considered to run when a certificated employee is “off-track.”

3. Personal Leave

A. Each employee of the bargaining unit shall be entitled to use two (2) days of sick leave for personal leave per school year.

B. Employees planning to use such leave shall notify their supervisor, on the appropriate district form, at least forty-eight (48) hours in advance of such usage.

C. No more than five (5) members of the unit shall be absent on any one day under personal leave provisions.

D. Personal leave shall not be used for strikes, work stoppages, picketing or any other interference with District operations.

4. Personal Necessity Leave
A. Employees may use up to seven (7) days of accumulated sick leave during any school year in case of personal necessity. Personal necessity is defined as the activities listed below:

B. Acceptable reasons for personal necessity are:

(1). Extension of bereavement leave. (Advance permission not required).

(2). Accident, involving his/her person or property, or the person or property of a member of his/her immediate family as defined in Sections 5-A and 5-B of this Article. (Advance permission not required).

(3). Appearance in court as a litigant or as a witness under official order. (Advance notice required.)

(4). Serious illness of a member of his/her immediate family as defined in Education Code Section 45194. The District shall require a physician’s written statement that the employee was required to be in attendance of the immediate family member during the period of serious illness. (Advance permission not required).

(5). Response to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee of such emergency nature that the presence of the employee is required during his/her regular working hours, and no alternative meeting time during non-duty can be arranged. (Advance permission required).

(6). Settling of legal affairs and other serious, personal emergencies which cannot be resolved on a non-working day. (Advance permission required).

(7). Seeing a son, daughter or parent off to military duty overseas. (Advance permission required).

(8). Paternity leave for new fathers. (Advance permission required).

(9). Imminent danger to the home of the employee serious in nature which, under the circumstances, cannot be disregarded and requires attention during assigned hours of service. (Advance permission required).
(10). Unable to report for work at an assigned time due to a natural catastrophe or a strike by public transportation employees which prohibits the timely return of the employee. (Advance permission not required).

(11). Employees who have been elected as a public office holder may use up to three days of personal necessity leave for official business related to their public office. (Advance permission required)

C. The employee’s application to use his/her sick leave for personal necessity must be received by the District Office not later than two (2) working days prior to the desired absence.

D. In those cases where advance permission is not required, the employee’s application, with appropriate supporting data, to use his/her sick leave for personal necessity must be received by the District Office not less than ten (10) working days after returning to duty.

5. Bereavement Leave

A. Every person employed by the Los Banos Unified School District in a position requiring certification qualifications is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of death of any member of his/her immediate family. No deduction shall be made from salary of such employee, nor shall such leave be deducted from any other leave granted by the Board of Education. Members of the immediate family shall include: mother, father, grandmother, grandfather or a grandchild of the employee or of the spouse of the employee, and the spouse, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee or any relative living in the immediate household of the employee.

B. Permission to use this policy for other relatives because of extenuating circumstances may be granted by the Superintendent.

6. Jury Duty Leave or Subpoenaed Witness

A. An employee on jury duty or appearing in court as a regularly-subpoenaed witness, other than a litigant in a non-school–related case, shall receive full pay
for such time less any amount received as jury or witness fees, excluding fees received for mileage.

B. No personal or sick leave days are to be deducted in instances meeting these requirements.

7. Pregnancy Leave

A. Childbirth or complications arising from pregnancy shall be treated in the same manner as other physical disablements that keep an employee from work.

8. Child Rearing Leave

A. Short-Term Child-Rearing Leave Without Pay

(1). Short-term child-rearing leave is designed to provide parental rest and child care and is for a period of time less than one (1) school year. No compensation shall be allowed for such leave. This leave can be used for a natural-born or adopted child.

B. Long-Term Child-Rearing Leave Without Pay

(1). Long-term child-rearing leave without pay is designed for the purposes of parental rest and child care, and may be granted for a period of one (1) school year. Extension of the leave may be granted by the Board of Education beyond the one (1) year period, but not to exceed two (2) school years. This leave can be used for a natural-born or adopted child.

(2). No compensation or advancement on the salary schedule will be allowed for such leave, unless minimum service requirements are met. No step or class advancement under the salary schedule shall be deemed earned, nor will credit be given for this purpose, for either the year the leave of absence commences or the year the leave of absence terminates, unless ninety (90) school days are served during the year concerned. However, this leave will not constitute a break in the continuity of service for tenure purposes.

(3). If a long-term, child-rearing leave is requested for a natural-born child, the following shall be adhered to:
(a). The employee will notify the District in writing when the fact of her pregnancy is established with reasonable certainty.

(b). The point during the course of pregnancy at which the leave of absence shall commence shall be determined by the teacher and her physician.

(c). The date which a teacher may return to the teaching position after pregnancy shall be determined by the teacher and her physician.

(d). At the request of the teacher, child-rearing leave may be granted for the school year following childbirth or the adoption of a child. No compensation shall be allowed for such leave.

(e). The employee shall notify the Superintendent, in writing, at least thirty (30) days prior to the expiration of the leave of absence. Failure to notify the Superintendent of intention to return will result in a forfeiture of the right to return and may be deemed a resignation.

(f). No re-employment of an employee shall be made unless a certificate of good health signed by a physician is presented.

9. **Industrial Accident Leave** – Education Code Section 44984, Required Rules for Industrial Accident and Illness Leaves of Absence:

   A. Governing boards of school districts shall provide by rules and regulations for industrial accident and illness leaves of absence for persons employed in a position requiring certification qualifications. The governing board of any district which is created or whose boundaries or status is changed by an action to organize or re-organize districts completed after the effective date of this section shall provide by rules and regulations for such leaves of absence on or before the date on which the organization or re-organization of the district becomes effective for all purposes as provided in Section 4064 of this Code.

   B. Such rules or regulations shall include the following provisions:

      (1). Allowable leave shall be for not less than sixty (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.

(2). Allowable leave shall not be accumulated from year to year.

(3). Industrial accident or illness leave shall commence on the first day of absence.

(4). When a person employed in a position requiring certification qualifications is
absent from his/her duties on account of an industrial accident or illness,
he/she shall be paid such portion of the salary due him/her for any month in
which the absence occurs as, when added to his/her temporary disability
indemnity under Division 4 or Division 4.5 of the Labor Code, will result in a
payment to him/her of not more than his/her full salary.

The phrase “full salary” as utilized in this subdivision shall be computed so
that it shall not be less than the employee’s “average weekly earnings” as that
phrase is utilized in Section 4453 of the Labor Code. For purposes of this
section, however, the maximum and minimum average weekly earnings set
forth in Section 4453 of the Labor Codes shall otherwise not be deemed
applicable.

(5). Industrial accident or illness leave shall be reduced by one (1) day for each
day of authorized absence regardless of a temporary disability indemnity
award.

(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 him/her
for the same illness or injury.

C. Upon termination of the industrial accident or illness leave, the employee shall be
entitled to the benefits provided in Sections 44977, 44978 and 44983, and for the
purposes of each of these sections, his/her absence shall be deemed to have
commenced on the date of termination of the industrial accident or illness leave,
provided that if the employee continues to receive temporary disability indemnity,
he/she may elect to take as much of his/her accumulated sick leave which, when
added to his/her temporary disability indemnity, will result in a payment to
him/her of not more than his/her full salary.

D. The Governing Board may, by rule or regulation, provide for such additional
leave of absence for industrial accident or illness as it deems appropriate.

E. During any paid leave of absence, the employee shall endorse to the District the
temporary disability indemnity checks received on account of his/her industrial
accident or illness. The District, in turn, shall issue the employee appropriate
salary warrants for payment of the employee’s salary and shall deduct normal
retirement and other authorized contributions. Any employee receiving benefits
as a result of this section shall, during periods of injury or illness, remain within
the State of California unless the Governing Board authorizes travel outside the
State.

F. In the absence of rules and regulations adopted by the Governing Board pursuant
to this section, an employee shall be entitled to industrial accident or illness leave
as provided in this section but without limitation as to the number of days of such
leave.

10. Sabbatical Leave

A. Purpose

(1). The purpose of Sabbatical Leave is to permit study or travel by an employee
which will benefit the schools and the pupils of the District.

B. Eligibility

(1). A certificated employee is eligible to apply who has served the Los Banos
Unified School District as a full-time employee for seven (7) consecutive
years and must be able to provide two (2) full school years of service prior to
age sixty-five (65). An employee is to be given only one (1) sabbatical leave
during each seven (7) year period.

C. Extent and Distribution of Leaves
(1). The number of employees absent on sabbatical leave, at one time, shall not exceed three (3) percent (to the nearest whole number) of the total number of certificated employees.

(2). Priority shall be given according to seniority, whether previous sabbatical leave has been granted, order of application and unusual circumstances such as research projects, grants, etc.

D. Application Procedure

(1). Applicant should confer with the principal or supervisor to review the application procedure.

(2). Applications for sabbatical leave must be submitted, in triplicate, to the principal and shall include a full statement of the purposes (study, travel and research), expected benefits and outcomes, and plans for use of leave. The principal will forward the application to the Superintendent.

(3). The Superintendent’s recommendation will be submitted to the Board for final determination.

(4). The Superintendent will notify the applicant of the final decision of the Board not later than February 15th.

(5). If sabbatical leave is not granted, a letter will be sent to the appropriate person stating the reasons for denial.

(6). A sabbatical leave may be granted for a school year or a semester.

E. Sabbatical Leave Requirements

(1). Upon being granted sabbatical leave, the employee will sign an agreement to return to service in the District for not less than two (2) years upon completion of the leave or restore to the District all salary payments received while on leave.

(2). While on sabbatical leave for study, a certificated employee shall complete at least ten (10) semester units of upper division or graduate work for each semester of leave granted. These courses shall be exclusive of correspondence courses. Previous to such leave, the courses must be
approved by the Superintendent. Transcripts, or other evidence of completion, shall be submitted to the Superintendent’s office within thirty (30) days after the employee’s return to duty.

(3). When seeking sabbatical leave for research, the applicant shall submit a detailed outline of his/her proposed project for review. This detailed outline might include the following: objectives, method of conducting the project, materials and agencies or institutions, project completion date with completion dates for sub-portions and proposed method of preparing final report, with bibliography, upon completion of the leave.

(4). The Superintendent shall determine how much time an individual on leave for travel shall be on travel status. Upon completion of the leave and within thirty (30) days after the employee’s return to duty, a detailed itinerary and a written report of not less than 1,500 words shall be submitted to the Superintendent’s office setting forth the employee’s reactions to the trip and a statement of the benefits to the schools and the pupils of the District.

F. Compensation While on Sabbatical Leave

(1). Compensation while on sabbatical leave shall be one-half the salary the employee would have received had he/she remained in the service of the District.

(2). Salary while on leave will be paid in twelve (12) equal installments in accordance with the Los Banos Unified School District policy or in two (2) equal payments following the leave, as stated in Item “5” of this section.

(3). Applicants who desire to receive salary allowance while on sabbatical leave must furnish a suitable bond indemnifying the District for any salary paid the employee during the period of the sabbatical leave in the event the employee fails to return to render two (2) full years of service to the District following the termination of the sabbatical leave, or in the event the employee fails to satisfactorily carry out the program of study or the itinerary of the approved trip.
(4). The employee shall make arrangements with the Los Banos Unified School District business office for the disposition of his/her salary warrant each month by authorizing a written appointment of a bank or depository to receive his/her salary, or the disposition according to an appropriate and fully-executed power of attorney.

(5). Applicants who do not wish to receive salary allowance and furnish a bond shall be paid in accordance with District Office procedure in two (2) equal, annual installments as follows: at the end of the first year of service after the employee’s return to duty, the District Office shall release the first installment upon receipt of a Board of Education resolution authorizing the payment of said installment and including an affirmation to the effect that the teacher has completed one (1) year of service and fulfilled all other legal requirements. At the end of the second year of service, a similar procedure shall be followed authorizing payment of the second and final installment.

G. Effect Upon Position Status, Salary Increments and Retirement

(1). Such leave will be counted as a semester or a year of service and experience on the salary schedule.

(2). At the expiration of the leave, the employee will be reinstated in the same or similar position held at the time leave was granted, unless there has been mutual agreement to a change of assignment.

(3). College credits earned during sabbatical leave may be utilized to meet a requirement for change in classification consistent with the Los Banos Unified School District Salary Schedule policy.

(4). The employee’s normal percentage rate of deduction for retirement purposes shall be applied to the actual salary received. The sabbatical leave year is counted as one-half (1/2) year service for retirement purposes.

H. Accident and Illness While on Sabbatical Leave

(1). Interruption of the program of study or travel caused by a serious accident or illness during a sabbatical leave shall not affect the amount of compensation
to be paid. However, the Governing Board must be notified by registered
mail within two (2) weeks after the accident or onset of illness. A doctor’s
statement verifying the accident or illness must be submitted.

I. Other Provisions and Terms of this Sabbatical Leave Policy

(1). In all other matters not herein mentioned, the California Education Code and
all amendments affecting sabbatical leave will become a part of these rules
and regulations and shall govern this sabbatical leave policy.

11. Study Leave

A. The Board may grant a teacher an uncompensated leave of absence to pursue
educational improvement and advancement. Such leave shall be for a minimum
of one (1) semester and a maximum of one (1) school year.

B. A teacher shall apply to the Board for such leave no later than four (4) weeks
before its anticipated commencement.

C. A teacher granted a study leave may continue to participate in the district’s group
insurance plans. The total premium paid for said insurance coverage shall be paid
in advance on the first day of the month following the last coverage month of
active employment. Post-dated checks for the number of months on study leave
will be accepted in lieu of full payment. Failure to make the premium payment as
stipulated will terminate coverage.

12. Catastrophic Leave Bank

A. Creation

(1). The Los Banos Teachers’ Association (the Association) and the Los Banos
Unified School District (the District) agree to create a Catastrophic Leave
Bank (the Bank) effective July 1, 1995. The Bank shall be funded in
accordance with the terms of Section B below.

(2). For the purposes of this section, a “day” shall be any day a unit member is
expected to be on duty as determined by the terms of this Agreement.

(3). Days in the Bank shall accumulate from year to year.
(4). Days shall be contributed to the Bank and withdrawn from the Bank without
regard to the daily rate of pay of the Bank participant.

(5). The Bank shall be administered by a three (3) – member Catastrophic Leave
Bank Committee appointed by the Association. The terms of the Committee
shall be staggered three-year terms. Initial appointments shall be for one (1)
year, two (2) years and three (3) years.

B. Eligibility and Contributions

(1). All unit members on active duty with the District are eligible to contribute to
the Bank.

(2). Participation is voluntary, but requires contribution to the Bank. Only
contributors will be permitted to withdraw from the Bank.

(3). Unit members who elect not to join the Bank upon first becoming eligible
have a waiting period of one school year after joining the Bank before
becoming eligible to withdraw from the Bank.

(4). The contribution, on the appropriate form, shall be authorized by the unit
member and continued from year to year until canceled by the unit member.

(5). Cancellation occurs automatically whenever a unit member fails to make
his/her annual contribution or assessment. Cancellation, on the proper form,
may be effected at any time and the unit member shall not be eligible to draw
from the Bank as of the effective date of the cancellation. Sick leave
previously authorized for contribution to the Bank shall not be returned if the
unit member effects cancellation.

(6). Contributions shall be made within thirty (30) days of the first day of service
of each school year. Unit members returning from extended leave which
included the enrollment period and new hires will be permitted to contribute
within thirty (30) calendar days of beginning work. The District shall supply
enrollment forms for the Bank to all new unit members and those unit
members returning from leave.
(7). The annual rate of contribution by each participating unit member for each school year shall be limited to one (1) day of sick leave which shall be deemed to equate to the legal minimum required by *Education Code* 44043-5.

(8). An additional day of contribution will be required of participants if the number of days in the Bank falls below one hundred (100). Bank unit member participants who are drawing from the Bank at the time of assessment will not be required to contribute to remain eligible to draw from the Bank.

(9). If the number of days in the Bank at the beginning of a school year exceeds two hundred (200), no contributions shall be required to returning unit members. Those unit members joining the Bank for the first time and those returning from leave shall be required to contribute one (1) day to the Bank.

C. Withdrawal from the Bank

(1). Bank participants whose sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as any illness or injury that incapacitates a unit member or a member of the unit member’s family for over ten (10) consecutive duty days which requires the unit member to take time off work to care for that family member. If a reoccurrence or a second illness or injury incapacitates a unit member or member of the unit member’s family within twelve (12) months, it shall be deemed catastrophic after five (5) consecutive days. Thus, a unit member who used the Bank, after exhaustion of sick leave, for twenty-five (25) days to care for his/her spouse who dies of cancer, and, after returning to work suffers a heart attack, shall be deemed to have a second catastrophic illness and may again withdraw from the Bank after five (5) consecutive days off work.

Exceptions to the ten (10) or five (5) consecutive duty day requirement will be considered by the Bank Committee upon submission of a letter of request. Treatments, surgeries and medical procedures which are due to an ongoing catastrophic condition will be considered by the Bank Committee for
allotment of less than the required ten (10) or five (5) days specified above.
Exceptions will not be made for common illness.

(2.) Unit members must use all sick leave, but not differential leave, as defined in
Article IX, Section 1, available to them before eligible for a withdrawal from
the Bank.

(3). Unit members who have exhausted sick leave, but still have differential leave
available, are eligible for a withdrawal from the Bank. The District shall pay
the unit member full pay and the Bank shall be charged one-half (1/2) day.

(4). The first twenty (20) days of illness or disability (10 days for first-year
teachers), must be covered by the unit member’s own sick leave, differential
leave or leave without pay the first time said unit member qualifies for a
withdrawal from the Bank. Differential leave shall run concurrently with
catastrophic leave from the Bank. For subsequent withdrawals within twelve
(12) consecutive months, the first five (5) duty days of illness must be covered
by the unit member’s own sick leave, differential leave or leave without pay.

(5). If a unit member is incapacitated, applications may be submitted to the
Committee by the participant’s agent or member of the unit member’s family.

(6). Withdrawals from the Bank shall be granted in units of no more than thirty
(30) duty days. Unit members may submit requests for extensions of
withdrawals as their prior grants expire. A unit member’s withdrawal from
the Bank may not exceed the statutory maximum period of twelve (12)
consecutive months.

(7). Unit members applying to withdraw or extend their withdrawal from the Bank
will be required to submit a doctor’s statement indicating the nature of the
illness or injury and the probable length of absence from work. Members of
the Committee shall keep information regarding the nature of the illness
confidential. A unit member’s withdrawal may not exceed the statutory
maximum period of twelve (12) consecutive months.
(8). The lifetime maximum that a member can withdraw from the Catastrophic Leave Bank is 20 days less than the contracted work year of the member. (e.g. Contracted work year is 182 days, member would be eligible for a lifetime maximum withdrawal of 162 days, 182 days minus 20 days.

(9). If a unit member has drawn thirty (30) Bank days and requests an extension, the Committee may require a medical review by a physician of the Committee’s choice at the unit member’s expense. The Committee shall choose only a physician who qualifies under the District-offered insurance policy. Refusal to submit to the medical review will terminate the unit member’s continued withdrawal from the Bank. The Committee may deny an extension of withdrawal from the Bank based upon the medical report. The participant may appeal any termination under the procedures outlined in Section 14 below.

(10). Leave from the Bank may not be used for illness or disability which qualifies the unit member for worker compensation benefits unless the unit member has exhausted all worker compensation leave, his/her own sick leave and provided further that the unit member signs over any worker compensation checks for temporary benefits to the District. If there are any worker compensation checks signed over to the District, the Bank will not be charged days; or, if charged, will be reimbursed the number or days for which the worker compensation payment is equivalent to a regular day of pay at the negotiated rate for that unit member. If the District challenges the worker compensation claim, the unit member may draw from the Bank; but, upon settlement of the claim, the Bank shall be reimbursed the days by the District.

(11). When the Committee may reasonably presume that the applicant for a draw may be eligible for a disability award or a retirement under STRS, or, if applicable, Social Security, the Committee may request that the unit member apply for disability or retirement. Failure of the unit member to submit a complete application, including medical information provided by the unit
member’s physician, within twenty (20) calendar days of the request shall
disqualify the unit member for further Bank payments. Any requests for
additional medical information from STRS or Social Security shall be
submitted within ten (10) days or the unit member’s entitlement to Bank
payments will cease. If denied benefits by STRS or Social Security, the
applicant must appeal or entitlement to the Bank shall cease.

(12). If the Bank does not have sufficient days to fund a withdrawal request, the
Committee is under no obligation to provide days and the District is under no
obligation to pay the participant any funds whatsoever. If the Committee
denies a request for withdrawal, or an extension of withdrawal, because of
insufficient days to fund the request, they shall notify the unit member, in
writing, of the reason for the denial.

(13). Withdrawals shall become effective immediately upon the exhaustion of sick
leave or the waiting periods provided for in Article IX, Section 12, B-6 and C-4,
whichever is greater. For example, if a unit member contributed when first
eligible to contribute (section A-3) and had twenty (20) days of accumulated
sick leave when the illness began (section C-4), he/she shall begin
withdrawing upon the twenty-first (21st) duty day, if otherwise eligible. If the
unit member had twenty-five (25) days of sick leave at the beginning of the
illness, he/she shall begin withdrawing days on the twenty-sixth (26th) duty
day. If the unit member had five (5) days of sick leave at the beginning of the
illness, he/she shall begin withdrawing on the twenty-first (21st) duty day.

(14). Bank unit member participants who are denied a withdrawal or whose
withdrawal is not renewed or terminated may, within thirty (30) days of
denial, appeal the decision to the Association’s representative council.
Decisions made by the Association’s representative council are final and not
subject to the grievance procedure outlined in the Agreement.
(15). Any unit member who draws from the Bank must remain a member of the Bank for a minimum of five (5) consecutive work years after returning to work or until leaving the District.

D. Administration of the Bank

(1). The Bank Committee shall have the responsibility of maintaining the records of the Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests and communicating its decisions, in writing, to the unit member participants, to the Association and to the District.

(2). The Committee’s authority shall be limited to administration of the Bank.

The Committee shall approve all properly-submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability.

(3). Applications shall be reviewed and decisions of the Committee reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

(4). The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for withdrawal and defend against any appeals or denials.

(5). By October 5 or each school year, the Committee shall notify the District of the following:

(a). The total number of accumulated days in the Bank on June 30th of the previous school year.

(b). The names of participating unit members.

(c). The total number of days available in the Bank.

(d). The total number of days in the Bank at the beginning of the previous month.

(e). The total number of days added to the Bank by new participants.

(f). The total number of days awarded during the previous month and to whom they were awarded.
(g). The total number of days remaining in the Bank on the last day of the month.

(6). By the tenth (10th) day of each calendar month, the District shall notify the Committee of the following:
   
   (a). The names of any additional unit members who have joined in accordance with Section B.
   
   (b). The names of any unit members who have canceled participation in accordance with Section B.
   
   (c). The number of days contributed by unit members for the current year.

(7). Any dispute between the Committee and the District as to the accounting of the Bank days shall be immediately submitted to binding arbitration without the need to follow earlier steps of the grievance procedure as per Article XV, Section E.

(8). If the Bank is terminated for any reason, the days remaining in the Bank shall be returned to the then current members of the Bank proportionately.

E. All donations of sick leave to unit members shall be subject to the provisions of the Catastrophic Leave Bank.

**ARTICLE X**

**TRANSFERS**

1. A transfer is defined as a change from one (1) school to another, or a change in subject area assignment in Grades 7-12, or a change in grade level assignment in Grades K-6.

2. **Voluntary Transfers**

   A. Requests for transfer shall be made in writing by the teacher on or before March 15. Such requests shall indicate the transfer desired. Such requests represent consent to transfer and may be acted upon without further consultation with the teacher after on-site assignments are made. After on-site assignments are made,
identified professional staff vacancies will be posted at the various schools in the District, the District Office, and by District e-mail.

B. 1. Prior to April 15, all open positions at all schools will be advertised by the site administrator at the site for a minimum of 5 days. Positions will be advertised by district e-mail and posting of position by site administrator for on-track teachers. Positions will be advertised via personal e-mail or a phone call to off-track teachers.

2. If the position is not filled by site personnel, the position will be advertised district-wide for 5 days.

3. If the position is not filled by district personnel, the position may be filled by an outside applicant.

4. After April 15, all postings shall be open to all qualified applicants (internal and external) pursuant to Ed. Code 35063.

C. The Superintendent, or his/her designated representative, will give consideration to the preference requested but may deny transfer if, in his/her opinion, it is in the best interest of the District.

D. Upon request of applicant, reasons for denial of a transfer shall be supplied to him/her.

3. Involuntary Transfers

A. The District reserves the right to transfer certificated staff to meet the needs of the District. Involuntary transfers to C.O.R.E. are not allowed for classroom teachers. District needs for Special Services shall be worked out with the Bargaining Team on a case-by-case basis.

B. A teacher reassigned to a newly-formed class, or a class for which advance planning and preparation was not made, after the first orientation day of a school year shall be allowed two (2) duty days (orientation days or teaching days) to prepare for the new assignment. In addition, the reassigned teacher shall have the support of a substitute teacher during the first two (2) days of service in the new
assignment. During these two (2) days, the newly assigned teacher shall have the right to leave the classroom as he/she deems necessary.

C. The District shall provide reasonable assistance in moving the transferred teacher’s personal teaching materials to the new location.

D. Involuntary transfers shall not be used as a disciplinary measure.

E. Before the implementation of an involuntary transfer, the Superintendent, or his/her designated representative, shall meet with the teacher being transferred to review needs and reasons for such transfer.

ARTICLE XI

CLASS SIZE

1. K-3 class sizes will not exceed 29, and 4-6 class sizes will not exceed 31, except as provided in Section 2.

2. The class sizes indicated in Section 1 may be exceeded; but if they are exceeded by more than two (2) pupils, the following actions will be taken:

   (A). The teacher may elect to receive $15 per pupil for each day that the class is affected after the first attendance month, or an additional classroom aide or aide time shall be added to the affected class.

   (B). When a teacher’s class size exceeds the levels indicated in 1 by more than two (2), additional students shall not be added to such teacher’s class when another teacher at the same school and same grade level has less students in his/her class, unless there is a reasonable basis for not balancing classes at that site and grade level.

3. The first register month will be exempt from the above provisions, and such provisions will be implemented the first Monday after the first register month.
4. 3-4 combination classes will be considered in the K-3 category for the purpose of Section 1.

5. “EQUITABLE DISTRIBUTION”: As nearly as practicable, students shall be distributed equitably among classes within a grade level by gender, ability and numbers.

ARTICLE XII

PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT

1. The employee must have reached the age of fifty-five (55) prior to reduction in workload.

2. The employee must have been employed full time in a position requiring certification for at least ten (10) years, of which the immediately-preceding five (5) years were full-time employment.

3. The option of part-time employment must be exercised with the mutual consent of the Board and the employee and can be revoked only with the mutual consent of the Board and the employee.

4. The employee shall be paid a salary which is the prorate share of the salary he/she would be earning had he/she not elected to exercise the option of part-time employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment. The employee shall receive health benefits as provided in Section 53201 of the Government Code in the same manner as a full-time employee.

5. 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 his/her final year of service in a full-time position.
6. Any teacher who is interested in participating in the program shall notify the Human Resources Certificated Personnel Office no later than March 15th.

7. An employee wishing to change status from part-time to full-time employment has all the rights and privileges as listed in the Voluntary Transfer section of this Agreement.

8. STRS approval must be received in advance of participation in this plan.

ARTICLE XIII

SAFETY

1. The California Occupational Safety and Health Act of 1973 was enacted for the purpose of assuring safe and healthful working conditions for all California working men and women. Therefore, the Board of Education of the District adopts the following policy statements regarding the safety program and organization under the Act:

   A. The District intends to comply with all safety laws and ordinances.

   B. The safety of District employees, students, the public and its operations are paramount in the activities of the District.

   C. Safety measures and procedures will take precedence over expediency or short cuts which would create an unsafe practice.

   D. Every attempt will be made to reduce the possibility of accident occurrence and assure a safe and healthful work area.

   E. Teachers shall not be required to work under unsafe conditions or to perform tasks which endanger their health, safety or well-being. The District shall provide adequate pest control for ants, mice, spiders, et cetera.

   F. The District shall provide and maintain adequate lighting which complies to accepted State standards.
ARTICLE XIV

GUIDELINES FOR TEACHERS’ CONFERENCES

1. Conference Fund
   A. The District will continue to provide a teacher conference fund to be allocated in a
      fair and equitable manner by the Los Banos Teachers’ Association.
   B. The Teachers’ Conference Fund Committee shall formulate guidelines for the
      administration of the fund.
   C. The Conference Fund shall be used for teachers to attend conferences, seminars,
      conventions, clinics, workshops and professional meetings that are related to the
      assigned field, or to a prospective assignment, or the teaching field, or the major
      or minor field of the applicant. The funds will not be used to attend classes for
      movement on the salary schedule. Conference funds shall not be used for
      employee organization activities.
   D. The Los Banos Unified School District shall make application forms available at
      each school site.
   E. The Superintendent shall be notified, in writing, by the Teachers’ Conference
      Committee at least five (5) school days prior to the first day of attendance at a
      conference or other in-service situation. The Superintendent will then make the
      necessary arrangements with the site principal.
   F. Any conference funds not spent during one fiscal year shall be added to the
      following year’s allocation.
   G. For the 2001-2002 school year, the teacher conference fund shall be $20,311.00.
      Each year thereafter, the conference fund allocation will be adjusted by the same
      percentage as that applied to the certificated salary schedule.

ARTICLE XV

PERSONNEL FILES
1. Materials in personnel files of employees which may serve as a basis for affecting
the status of their employment are to be made available for the inspection of the
person involved.

2. Such material is not to include ratings, reports or records which (1) were obtained
prior to the employment of the person involved (2) were prepared by identifiable
examination committee members or (3) were obtained in connection with a
promotional examination.

3. Every employee shall have the right to inspect such materials upon request,
provided that the request is made at a time when such person is not actually
required to render services to the employing District.

4. Information of a derogatory nature, except materials mentioned in the second
paragraph of this section, shall not be entered or filed unless and until the
employee is given notice and an opportunity to review and comment thereon. An
employee shall have the right to enter, and have attached to any such derogatory
statement his/her own comments thereon. Such review shall take place during
normal business hours, with no loss in compensation for the employee.

5. Upon written authorization by the teacher, a representative of the Association
shall be permitted to examine and/or obtain copies of materials in such teacher’s
personnel file. Costs for such copies shall be incurred by the Association, and a
receipt shall be provided the Association.

6. Material placed in a teacher’s personnel file shall be dated and signed by the
originator, and a copy transmitted to the teacher concerned.

7. Access to personnel files shall be limited to the members of the District
administration on a need-to-know basis. Board of Education members may
request the review of a teacher’s file at a personnel session of the Board. The
contents of all personnel files shall be kept in the strictest confidence.

8. Personnel files may be purged by mutual agreement.

ARTICLE XVI
GRIVANCES

1. Definitions
   A. A “grievance” is a good faith allegation by a grievant that he or she has been adversely affected by a violation of this Agreement.
   B. A “grievant” may be any employee(s) covered under the terms of this contract, or the Association.
   C. The “representatives of the Association” will be two (2) members of the Association appointed by the President of the Association to aid in the processing of grievances on released time. If the grievant is present, then only one (1) representative will be released.
   D. A “day” for the purposes of this Article, is any day in which the Central Administrative Offices of the Los Banos Unified School District are open for business.
   E. The Superintendent, for the purpose of this Article, shall be defined as “the Superintendent or the Superintendent’s designee”.

2. Informal Level
   A. A grievant is encouraged to resolve the grievance at an informal conference with his/her immediate supervisor.
   B. The grievant may have representation at informal conferences.

3. Formal Level
   A. The Association shall have the right to represent the grievant at Level One and at Level Two.
   B. The grievant cannot advance to Level Three or to Level Four without the grievant appealing to and gaining the approval of the LBTA.
   C. If a grievance advances to Level Three or Level Four, the LBTA becomes the primary party in the grievance.
   D. Level One
      (1). Within ten (10) days after the occurrence of the act or omission giving rise to the grievance, the grievant must present his/her grievance, in writing on a
grievance form (Exhibit F), to his/her immediate supervisor, as designated by the District.

(2). This statement shall be a clear, concise statement of the grievance, including the specific provisions of this Agreement claimed to have been violated, the circumstances involved, the decision rendered at the informal conference and the specific remedy sought.

(3). The supervisor may communicate his/her decision in writing to the grievant within ten (10) days after receiving the grievance. Either the grievant or the supervisor may request a personal conference within the above time limit.

E. Level Two

(1). If the supervisor fails to respond within the time limit specified in Level One or if the grievant is not satisfied with the decision rendered, he/she may appeal by filling out the appropriate forms and sending them to the Superintendent within ten (10) days of the final action at Level One.

(2). This statement should include a copy of the original grievance, the decision rendered and a clear, concise statement of the reasons for the appeal.

(3). The Superintendent may communicate his/her decision in writing to the grievant within ten (10) days after receiving the appeal. Either the grievant or the Superintendent may request a personal conference within the above time limit.

F. Level Three

(1). If the Superintendent fails to respond within the time limit specified in Level Two or if the grievant is not satisfied with the decision rendered, he/she may, within five (5) days, file with the LBTA on the grievance form, a request to appeal the decision to Level Three. A duplicate of the request sent to the LBTA shall be filed with the Superintendent. Upon receiving the grievant’s request for a Level Three hearing, the LBTA has twenty (20) days to make a decision. Should the LBTA agree to an appeal to Level Three, it must fill out
and submit the appropriate forms to the Superintendent within five (5) days after the appear to Level Three is approved by the LBTA.

(2). If the Association and the Board of Education mutually agree to bypass the hearing, the grievance shall advance to Level Four number two (2), within five (5) days of the decision to bypass Level Three.

(3). The statement of appeal to the Board of Education shall include a copy of the original grievance and appeal, the decision rendered and a clear, concise statement of the reasons for the appeal.

(4). The informal hearing must be held by the Board of Education within twenty (20) days after the District receives the appeal.

(5). The informal hearing shall be held in closed session. The Association and the District shall discuss the various aspects of the grievance in the presence of the Board of Education. If the grievance was originally filed by an individual, he/she may be present and shall be allowed to present a clear and concise statement which explains his/her rationale for the grievance.

(6). At the informal hearing before the Board of Education, the Association must specify the remedy it seeks as a resolution to the grievance.

(7). The Board of Education may communicate its decision in writing to the grievant and the Association within five (5) days after the informal hearing.

G. Level Four

(1). If the Board of Education fails to respond within the time limit specified in Level Three or if the grievant is not satisfied with the decision rendered, he/she may, within five (5) days file with the LBTA on the grievance form, a request to appeal the decision to Level Four. A duplicate of the request sent to the LBTA shall be filed with the Superintendent. Upon receiving the grievant’s request for a Level Four hearing, the LBTA has twenty (20) days to make a decision. Should the LBTA agree to an appeal to Level Four, it must submit a request in writing for binding arbitration of the dispute to the
Superintendent within five (5) days after the appeal to Level Four is approved by the LBTA.

(2). The parties shall select a mutually-acceptable arbitrator. Should they be unable to agree on an arbitrator within ten (10) days of the Association’s submission of the grievance to arbitration, submission of the grievance shall be made through the California Conciliation Service for a panel of American Arbitration Association arbitrators. In any event, the parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and the arbitrator shall proceed under the voluntary Labor Arbitration Rules of said Association.

(3). If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the arbitrator, only after he/she has had an opportunity to hear the merits of the grievance.

(4). The arbitrator’s decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to add to, subtract or modify the terms of this Agreement. The decision of the arbitrator will be submitted to the superintendent and the Association, and it will be final and binding upon the parties of this Agreement.

(5). All costs for the services of the arbitrator will be borne equally by the Board and the Association. All other costs will be borne by the party incurring them.

ARTICLE XVII

PERSONNEL EVALUATION

1. A program of evaluation and assessment of all certificated personnel in the bargaining unit is hereby established. This program is to be developed and implemented in accord with the following guidelines:

2. Rationale: The purpose of evaluation is the improvement of instruction. To achieve this, evaluation should be founded upon goals and/or objectives.
A. Grade level, departmental or program goals and/or objectives.

B. Individual teacher’s or school personnel’s goals and/or objectives.

3. The program of evaluation and assessment shall apply to all certificated personnel in the bargaining unit.

4. Definition of Terms

Goals: A goal is a statement of broad direction or intent that is general and timeless and is not concerned with a particular achievement within a specified time period.

Objectives: An objective is a desired accomplishment that can be measured or judged within a given time and under specifiable conditions. The attainment of the objective or progress toward attainment advances the system toward a corresponding goal.

5. Prime Evaluator: Principal or his/her designee. Superintendent or his/her designee for members of the bargaining unit not assigned to a particular school principal.

6. Process

A. The development and adoption of the guidelines related to the process of evaluation shall be subject to the provisions of Article II (commencing with Section 44660 of Chapter 3, California Education Code).

B. Each certificated employee will develop and continuously monitor and, if necessary, modify the individual instructional plan. This plan, as approved by the prime evaluator, is the basis for evaluation of performance. The plan will include the domains of professional responsibility as outlined in the certificated evaluation form (Exhibit F) in order to evaluate the evaluatee as required by Education Code Section 44662.

C. Each employee, at the beginning of each school year, will be provided or have access to at each school site the following materials:

   (1). A Board of Education letter acquainting all certificated employees with the Stull Bill and endorsing the guidelines.

   (2). A copy of the Stull Bill (Exhibit G).

(4). A job description fitting the employee’s position and responsibilities.

(5). A copy of the Certificated Evaluation (Exhibit F).

D. Teachers shall follow the course of study at their teaching level or subject as adopted by the Board of Education.

E. Prior to the beginning of the seventh school week, each teacher is responsible to familiarize himself/herself with the characteristics and abilities of class members.

No earlier than the seventh school week, each teacher is to have available at the preliminary conferences determination-of-success criteria which the class members may meet during the course of the year. The preliminary conferences are to be held any time during the seventh and eighth school week.

F. The maximum required number of objectives is thirty (30).

G. The teacher will also develop a plan of proper classroom control which includes an expectation of student behavior.

H. The evaluatee and the prime evaluator should both sign an agreement, and the evaluatee will keep a copy.

(1). This agreement shall be completed in the initial conference held on a scheduled basis with the prime evaluator.

(2). The agreement may be revised during the course of the year with the mutual agreement of both the prime evaluator and evaluatee. Revisions should be signed by both parties.

I. The evaluation of the evaluatee shall be based upon the performance of the evaluatee in implementing and carrying out the domains of the professional responsibilities as outlined in the certificated evaluation form (Exhibit F).

J. Certificated employees shall have the opportunity to append written statements of their views to any part of the evaluation document, and such statements shall be permanent parts of their personnel record.
K. A disagreement which arises over the acceptability of the member’s specific objectives shall be mediated by a mutually-acceptable site or district administrator whose decision shall be final.

L. The evaluation procedures shall consist of the following as deemed necessary by the prime evaluator and established at the initial evaluatory conference.

(1). Classroom Observations:

   (a). Teacher requested for specific purpose
   (b). Evaluator requested for specific purpose
   (c). Unannounced observation
   (d). Other as mutually agreed upon

M. Evaluation and assessment of the performance of each certificated employee shall be made on a continuing basis, at least once each school year for probationary personnel, and also the first year after attaining permanent status. At the initial Stull Bill conference of the second year of permanent status and for all teachers with permanent status, the teacher and his/her prime evaluator will discuss evaluation each year and may agree to extend evaluation for one year based on the following parameters: 1) Teachers who have been employed in the district for less than ten (10) years and have permanent status, must be evaluated at least every other year. 2) Teachers who have been employed in the district for ten (10) or more years, who are highly qualified and whose previous evaluation rated the employee as meeting or exceeding standards may agree with his/her prime evaluator to extend the next evaluation for one year. A maximum of four consecutive extensions may be given. All permanent status teachers who meet this criteria, shall be evaluated at least once every five years. The evaluation shall include recommendations, if necessary, as to areas of improvement in the performance of the employee. For a teacher with permanent status and an overall satisfactory evaluation, a Support Plan may be put in place to help strengthen the needed areas for improvement. The teacher will be consulted in the development of the plan. In the event there is a disagreement as to specific recommendations
of the plan, it shall be mediated by the Superintendent or designee at the District
level whose decision shall be final. When an employee is not performing his or
her duties in a satisfactory manner according to the standards prescribed by the
Governing Board, the employing authority shall notify the employee in writing of
such fact and describe such unsatisfactory performance. The employing authority
shall thereafter confer with the employee, making specific recommendations as to
areas of improvement in the employee’s performance and endeavor to assist the
employee in such performance and a Support Plan may be put in place.
N. Any permanent certificated employee that has received “Overall Evaluation-Does
Not Meet Standards”, will be referred to the PAR Program as outlined in Article
XVIII of the Agreement. The site administration will also develop an
improvement plan for the employee. Failure to make satisfactory progress will
result in further action by the District. The employing authority shall annually
evaluate the employee until the employee achieves an “Overall Evaluation-Meets
Standards” or is separated from the District. Any evaluation performed pursuant
to this article which contains “Needs Strengthening” or “Does Not Meet
Standards” rating of an employee’s performance in the area of teaching methods
or instruction may include the requirement that the certificated employee shall, as
determined necessary by the employing authority, participate in a program
designed to improve appropriate areas of the employee’s performance and to
further pupil achievement and the instructional objectives of the employing
authority.

ARTICLE XVIII

PEER ASSISTANCE AND REVIEW

The Association and the District are continuously striving to provide the highest
possible quality of education. In order for students to succeed in learning, teachers
must succeed in teaching. Therefore, both parties cooperated in designing and
implementing programs to improve the quality of instruction through expanded and
improved professional development and peer assistance. Teachers referred to or who
volunteer for the program are viewed as valuable professionals who deserve assistance and the resources necessary to help them improve in their job performance.

1. Participants

   A. All members of the bargaining unit.

   B. Teacher, as used in this Article, is any member of the bargaining unit.

2. Components and Procedures of the Peer Assistance and Review (PAR) Program:

   A. Referred Teacher

      (1). A teacher with permanent status is assigned to the PAR Program upon receiving an overall evaluation of “Teacher does not meet standards” by their prime evaluator on the “Evaluation Instrument”.

      (2). A plan for a teacher receiving assistance to improve his/her performance in the areas of teaching methods or instruction shall include:

         (a). Instructional skills

         (b). Knowledge of subject area

         (c). Classroom management

         (d). Performance as a teacher

      (3). Teachers referred to the PAR Program have the right to appear before the PAR Panel to provide additional information regarding their placement in the program.

      (4). Participation is mandatory for teachers referred to the PAR Program.

      (5). The term of assistance for an involuntary participant shall not exceed two years.

      (6). All communications concerning a Referred Teacher recommended for, participating in, or exited from the PAR Program must be kept in confidence.

      (7). A Referred Teacher will be assigned a Consulting Teacher.

      (8). Change of Consulting Teacher during term of assistance

         (a). Can be requested by a Referred Teacher

         (b). Can be requested by a Consulting Teacher
(c). Request for a change of a Consulting Teacher must be in writing and sent to the Panel

(d). Requests for a change of a Consulting Teacher must be approved by the Panel.

(e). Consulting teachers must be available in order to honor requests for a change.

(9). Procedure at the conclusion of the term of assistance

(a). Consulting Teacher completes a final report on the approved form

(b). The final report and a copy of the report must be given to the Referred Teacher for his/her signature

(c). The Referred Teacher’s signature on the final report does not denote his/her agreement with the report, but only that he/she was given a copy of the report

(d). The Referred Teacher has the right to submit a written response to the Consulting Teacher’s final report and have it attached to the final report prior to its submission to the Panel

(e). The Referred Teacher has the right to meet with the Panel before the Panel’s written recommendation is forwarded to the Board. The Referred Teacher can have an Association representative present when he/she meets with the Panel

(f). The Panel is required to send a recommendation to the Board for each Referred Teacher at the conclusion of their term. The recommendation is generated from a review of the Consulting Teacher’s final report and the Prime Evaluator’s report

(g). Recommendation of the Panel

I. Referred teacher exited from the program as determined by an “Overall Evaluation-Meets Standards” by the Prime Evaluator.
II. Referred Teacher continued in the program for a second year based on an “Overall Evaluation-Does Not Meet Standard” by the prime evaluator.

III. Referred Teacher dropped from the program after two years of participation and an “Overall Evaluation-Does Not Meet Standards” (see Article XVIII.2.A(5)).

B. Voluntary Participating Teacher (Also Known as Volunteer Teacher)

(1). A Volunteer Teacher is a teacher with permanent status who volunteers to participate in the PAR Program

(2). The purpose of participating in the program is for peer assistance

(3). Consulting Teachers are not permitted to fill out any reports about a Volunteer Teacher

(4). Volunteer Teachers may terminate their participation in the program at any time

(5). The maximum term of assistance is for one (1) school year

(6). The Panel has the authority to admit volunteers into the program on an annual basis or, when available, to complete the term of a volunteer who withdraws from the program.

(7). All communication between the Consulting Teacher and a Volunteer Teacher is confidential and cannot be shared with others, including, but not limited to, the site administrator, the prime evaluator and the Panel

(8). All materials generated by participation in the PAR Program will be returned to Volunteer Teachers at the conclusion of their participation

C. Peer Assistance and Review Panel (Also known as the Panel)

(1). The Panel consists of two (2) certificated classroom teachers chosen by the Association and one (1) administrator chosen by the District

(2). Panel members will have a three (3) year, staggered term

(3). Rules and Procedures for Panel

(a). Panel determines its own meeting schedule
(b). A quorum is three (3) members

(c). Meetings will take place during the teacher workday

(d). Teachers will be released from their regular duties to attend meetings without
a loss of pay, benefits or sick leave

(e). Other meetings and duties may require Panel Members to meet outside the
regular workday

(f). Decisions of the Panel determined by a majority vote

(g). The Chair of the Panel will alternate on an annual basis with a teacher serving
one year and the administrative member of the Panel the following year

(4). Responsibilities and Duties of the Panel

(a). Acquiring the training necessary to serve as Panel Members

(b). Selecting trainers and/or training providers for participants in the PAR
Program

(c). Arranging training for Consulting Teachers prior to their participation in the
program

(d). Notifying Referred Teachers, and their site principal, of their participation in
the PAR Program

(e). Notifying teachers of their appointment as Consulting Teachers

(f). Making available to Referred Teachers the list of available Consulting
Teachers

(g). Processing all requests for a change of Consulting Teachers

(h). Changing Consulting Teachers when requested and when Consulting Teachers
are available

(i). Adopting, subject to the approval of the Bargaining Unit and District
negotiating teams, the rules, procedures and forms as required to implement
the provisions of this Article

(j). Distributing on or before September 15 of each school year, a copy of the
adopted rules and procedures to all members of the Bargaining Unit and all
administrators
(k). Determining the number of Consulting Teachers required for the upcoming school year

(l). Making recommendations to the Board as outlined in Section 2 A(10) of this Article. The final recommendation of the Panel will be placed in the Referred Teacher’s file per Education Code Section 44500(b)(7)

(m). Evaluating and submitting a written copy of the PAR Program, evaluation and a written report explaining proposed changes and improvements to the Association and the Superintendent on or before June 15 of each school year.

(n). Developing a yearly budget for the PAR Program subject to Board approval and based on the following expenditures

I. Compensation for the members of the Panel and the Consulting Teachers

II. Training

III. Release days

IV. Conference attendance for:
   i. Panel members
   ii. Consulting Teachers
   iii. Referred Teachers
   iv. Volunteer Teachers
   v. Principals with a Referred Teacher receiving assistance

V. Secretarial costs

VI. Materials

VI. Other costs deemed necessary by the Panel

(o). Selecting Consulting Teachers and assigning Referred Teachers to them on an annual basis

(p). Evaluating the performance of Consulting Teachers annually

(q). Evaluating repeat referrals by principals in order to determine whether to honor or reject the referral

(r). Assigning Consulting Teachers for all first-time referrals
(s). Assigning Consulting Teachers to Volunteer Teachers when feasible

(t). Maintaining confidentiality concerning evaluations reports or other material of a personnel nature and, as such, may disclose only that information necessary to administer this Article

(5). Decisions of the Panel are final and not subject to any other provision(s) of the Agreement

(6). The District will defend and hold harmless individual Panel members and Consulting Teachers from any lawsuit or claim arising out of the performance of their duties as described in this Article – Members of the Bargaining Unit, when serving as Consulting Teachers or Panel Members as described in this Article, have the same protection from liability and access to appropriate defense as other public school employees pursuant to Division 8.6 (commencing with Section 810) of Title 1 of the California Government Code

D. Consulting Teacher

(1). A teacher who provides assistance to a Referred Teacher or a Volunteer Teacher pursuant to the PAR Program

(2). Qualifications

(a). A credentialed teacher with permanent status

(b). A minimum of seven (7) years of continuous experience as a classroom teacher immediately prior to their appointment

(c). Five (5) years of continuous service as a classroom teacher in the District immediately prior to their appointment

(d). Must demonstrate exemplary teaching ability as indicated by

I. Effective oral and written communication skills

II. Effective classroom management and discipline

III. A knowledge of subject matter

IV. A mastery of a range of teaching strategies and techniques

V. A knowledge of students and their behavior

(3). Selection Process
(a). Vacancies will be advertised district-wide

(b). All applicants must submit to the Panel an application and a resume of experience and qualifications

(c). All applicants must submit references from

I. Their building principal or immediate supervisor

II. A unit member

III. A teacher with permanent status and at the same job site as the applicant.

(d). Selection determined by a majority vote of the Panel following classroom observations by at least one of the teachers on the Panel and the administrative representative on the Panel.

(4). The term is one (1) year

(5). After a Consulting Teacher completes his/her first term, he/she can be re-appointed by the Panel each of the next two (2) years without going through the application process

(6). Consulting Teachers can serve for three (3) consecutive terms and then must take a break of at least one (1) year before re-applying through the application process for appointment as a Consulting Teacher.

(7). A teacher cannot be appointed to an administrative position in the District while serving as a Consulting Teacher or appointed to an administrative position with the District for two (2) years after working as a Consulting Teacher with a Referred Teacher or a Volunteer Teacher. Consulting Teachers not assigned a Referred Teacher or a Volunteer Teacher during his/her term is exempt from the two (2) year administrative limitation as described in this section.

(8). Consulting teachers provide assistance to

(a). Referred Teachers

(b). Voluntary Teachers

(9). Release time will be provided as needed to enable Consulting Teachers to perform their duties
(10). Consulting Teachers will not perform any management, administrative or supervisory duties or evaluate teachers in any manner or under any circumstances.

(11). Consulting Teachers will retain all rights to which they are entitled as Bargaining Unit Members.

(12). Responsibilities

(a). To work with a maximum of two (2) teachers at any one time [Two (2) Referred Teachers, two (2) Volunteer Teachers, or one (1) Volunteer Teacher and one (1) Referred Teacher but never more than a maximum of two (2)]

(b). Meeting with the Referred Teacher, and, when necessary, the Referred Teacher’s principal, to
   I. Discuss the PAR Program
   II. Establish written performance goals
   III. Develop a written assistance plan

(c). Conducting multiple observations of the Referred Teacher which include pre-observation and post-observation conferences

(d). Assisting Referred Teachers by
   I. Demonstrating
   II. Coaching
   III. Providing the Referred Teacher with at least one (1) written progress report midway through the term of assistance
   IV. Conferencing with the Referred Teacher concerning all reports
   V. Implementing other programs designed to help the Referred Teacher and deemed necessary by the Consulting Teacher
   VI. Suggesting to the Referred Teacher
      i. Professional meetings
      ii. Workshops
      iii. Conferences
      iv. Other meetings or classes
   VII. Discussing with the Referred Teacher all meetings attended in VI above.
(e). Documenting all assistance given to the Referred Teacher

(f). Completing the Final Report on the approved form for each Referred Teacher
    at the conclusion of their term of assistance

3. Revenue

   A. Expenditures for the PAR Program will not exceed revenues available for the
      program under AB IX (Chapter 4, Statutes of 1999), or any successor legislation
   B. Revenues exceeding expenditures in a given year will be carried over to the next
      year and used only for PAR Program activities as described in this Article
   C. The PAR Program must be funded by the State and not out of other District funds
   D. Should State funding for the PAR Program be reduced or deleted, the District’s
      participation in the program will be reduced or deleted in proportion to the
      available funding
   E. Should State funding for the PAR Program be eliminated, relevant parts of this
      Article will automatically open for negotiations

4. Compensation

   A. PAR Panel members shall receive a stipend as designated on Exhibit D.
   B. PAR Consulting Teachers shall a stipend as designated on Exhibit D.
   C. PAR Consulting Teachers will receive an additional one hundred dollars ($100) a
      month with a maximum of one thousand dollars ($1,000) for each Volunteer
      Teacher assisted.

ARTICLE XIX

DISCIPLINE SHORT OF DISMISSAL

1. Unit members may be subject to discipline short of dismissal for just cause.

2. This article shall apply to unit members who engage in acts of misconduct and shall not
   be used to discipline unit members for unsatisfactory performance.

3. Discipline short of dismissal is defined exclusively as suspension of duties without pay
   for up to a maximum of fifteen (15) working days.
4. Only the Superintendent may suspend a unit member without pay. Such a suspension shall not reduce or deprive the unit member of his/her health and welfare benefits.

5. Progressive discipline principles shall apply except where the incident of misconduct justifies immediate suspension (see number 9 below) or where the incident involves sexual misconduct or physical violence (including inappropriate use of force against a student). Note: progressive discipline is generally considered verbal warning for misconduct followed by written warnings for continued violations and which will result in suspension if the violations do not end.

6. Prior to administering the discipline, the Superintendent shall provide the unit member and the Association, in writing and concurrently, with notification of a Notice of Intent to Suspend. The Notice of Intent to Suspend shall contain a specific statement of the act(s) or infraction(s) upon which the disciplinary action is based, the proposed disciplinary action to be taken by the District and a statement of the violation including, where applicable, any rules, regulations or statues, if any, which the unit member is alleged to have violated. No final Notice of Suspension shall be issued until the unit member has had an opportunity to provide a written response to the charges. The District will investigate any incident of possible misconduct in a timely manner (after becoming aware of the incident) before initiating discipline under this article. All information or proceedings regarding any such actual or proposed disciplinary action shall be kept confidential by the District.

7. If, following the preliminary review, the Superintendent determines discipline is to be administered; the District shall serve written Notice of Suspension on the unit member which shall include:
   A. A statement of the discipline and the effective date
   B. A statement of the reason for the discipline
   C. A statement of the unit member’s right to appeal as provided in the Article.

8. The unit member has the right to appeal the suspension by requesting the Association to file for a hearing by an arbitrator. Should the Association choose to file, it must be in the form of a written appeal to the Human Resource Certificated Personnel Office.
within fifteen (15) work days after the service of the written Notice of Suspension. The appeal shall not be subject to the grievance procedure. The following rules apply to the appeal:

A. Within seven (7) work days after the receipt of the request, the parties may mutually agree on an arbitrator. If an agreement cannot be reached, the District shall, within five (5) work days, request a list from the American Arbitration Association (A.A.A.) of Arbitrators who are available to conduct a hearing within sixty (60) calendar days. The Association and District shall select an arbitrator following A.A.A. procedure.

B. The Arbitrator shall hold a hearing within sixty (60) calendar days of appointment except by mutual agreement of the District and the Association.

C. The burden shall be on the District to demonstrate that the discipline is based on just cause.

D. The Arbitrator shall issue a written decision which shall be binding on the Association, the District and the affected unit member.

E. The cost of the arbitrator and any court reporter shall be borne equally by the Association and the District.

9. A suspension may not be implemented prior to the date for filing an appeal and pending the outcome of the appeal. An exception is where the unit member’s misconduct causes the Superintendent to determine and state in writing that the unit member’s presence at the job site causes a serious interference with its orderly operations or constitutes an immediate danger to staff and/or students. In such a case, the Superintendent must notify the Association and affected unit member verbally and in writing as soon as possible after the incident causing the immediate suspension. In such a case, a suspension of up to fifteen (15) days may be implemented immediately. If the suspension is not upheld in an appeal, the unit member shall be granted back pay as a remedy.

10. Nothing included in this Article shall preclude or affect the District’s right to implement discipline not covered by this Article.
11. A work day for this Article is defined as any day when a school within the District is in session.

12. This Article shall not reduce the rights of permanent Bargaining Unit Members relating to dismissal contained in *Education Code* Section 44932 and 44944.

**ARTICLE XX**

**PHYSICAL EXAMINATIONS**

1. Examinations for tuberculosis shall be as required by Board policy and State law. The District shall reimburse the employee for costs incurred, provided the test and/or x-rays are taken at a place, time and manner prescribed by the District. Any other valid test result will be accepted by the District.

2. The Board reserves the right to require a mental examination for any certificated employee of the District in accordance with provisions of *Education Code* Section 44932. Costs of such tests will be fully incurred by the District.

**ARTICLE XXI**

**TEACHER ORIENTATION AND CLOSE-OF-SCHOOL CHECKOUT**

1. Teachers shall be on duty during two (2) days scheduled for orientation. Not more than three (3) total hours of orientation meetings (including both District and school) shall be scheduled during these orientation days. Teachers shall spend the remainder of the time preparing their classrooms, developing lesson plans and materials and in other activities as designated by the principal.

2. All unit members shall be checked out of their assigned school by the principal or his/her designee. The checkout procedure shall start after the pupils are dismissed on the last day of attendance and continue until all unit members are checked out. Following completion of the checkout procedure, the unit member shall be at liberty to depart.

3. Teachers new to the District shall be assigned one (1) additional orientation day.
ARTICLE XXII

SAVINGS

1. If any provision of this Agreement or any application thereof to any teacher is held by the highest court of the State or by a Federal court to be contrary to law, then such provision or application will be deemed invalid to the extent required by such court decision, but all other provisions or applications shall continue in full force and effect.

2. Rulings of the Public Employment Relations Board on this contract upon referral of either party to said contract shall be binding upon both parties.

ARTICLE XXIII

COMPLETION OF MEET AND NEGOTIATION

1. During the term of this Agreement, the District and the Association expressly waive and relinquish the right to meet and negotiate and agree that neither party shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Association at the time they met and negotiated on and executed this Agreement; and even though such subjects or matters were proposed and later withdrawn.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

1. An individual contract for this school year between the Board and an individual teacher heretofore executed shall be subject to, and consistent with, the terms and conditions of the Agreement. Hereafter, each teacher will receive notification of his/her tentative teaching position by May 10th.

2. This Agreement shall supersede any rules, regulations or practices of the Board which are, or may in the future, be contrary to or inconsistent with its terms.
3. A teacher’s written notice of resignation from the district shall remain revocable until the close of business on the third day following submission of the notification of resignation.

4. It is expressly understood that administrators have the option of exercising “benevolent paternalism” in cases not covered by the Contract. Such options, when exercised, shall not be interpreted as precedent setting for the life of the Contract.

5. The District will provide reimbursement to any employee for the loss of repairing or replacing eyeglasses, hearing aids, dentures, time pieces or other personal property damaged on the job without employee negligence. Repair or replacement costs will be prorated on the basis of life expectancy of the item being repaired or replaced. Life expectancy is to be determined by a mutually-agreed-upon source. Proof of loss may be required.

   The District will provide for reimbursement for the loss of an employee’s personal effects only while the employee is acting within the scope of the employee’s responsibilities.

   A written request for reimbursement under this section shall be required of the employee before any payment can be authorized.

6. There will be no charge for payroll deductions as currently authorized by the District.

7. Duplication and distribution of the Contract will be a responsibility of the District.

8. Teacher on Special Assignment

   A. The District may create positions for teachers on special assignment.

   B. A teacher shall serve for a maximum of three (3) years in this position.

   C. The District will discuss proposed positions with the Bargaining Team prior to Board approval.

9. Teacher Mileage Allowance

   A. Refer to Board Policy #4133.

10. Exchange Days

    All bargaining unit members shall be eligible for “exchange days” subject to the following conditions:
A. Employees must apply to their site administrator one week prior to the desired exchange. The request shall contain both unit members’ signatures.

B. The site administrator’s approval is final.

C. Denial of approval shall not be subject to the grievance procedure.

D. Employees shall have the responsibility for arranging the exchange, including “payback” of exchange days.

**ARTICLE XXV**

**YEAR-ROUND EDUCATION PROGRAMS**

Year-Round Education refers to multi-track calendars. In response to overcrowding of school facilities, the District may implement and maintain a year-round education program provided that:

A. the purpose of the program is to house additional students in existing classroom facilities,

B. A building program for new facilities is actively being pursued,

C. Existing facilities are being used to their fullest potential to house students and, portable classrooms have been provided up to the practical limitations of the site.

1. **“60-20 PROGRAM”:** All year-round education programs shall be multi-track programs consisting of approximately 60 student attendance day/twenty (20) student non-attendance day schedules. A reasonable effort will be made to avoid having only one work day in any week. Traditional non-work days such as District holidays will remain as non-work days for year-round education program employees. Calendars will remain negotiable.

2. **“WORKDAYS”:**

   A. The annual number of instructional minutes shall equal those of the teachers’ counterparts on a traditional calendar. The actual number of teacher work days and student attendance days shall be part of the development of the calendar. The number shall not exceed the number of traditional calendar days. Teachers in a year-round program shall serve their two non-instructional duty days as shown on the calendar.
The number of minimum days at each track per school shall be the same as those on the traditional calendar as provided by the Agreement. In a multi-track, year-round school, a minimum day will be provided on the ending day of each track.

3. “INITIAL TRACK ASSIGNMENTS” – ELEMENTARY:

A. Year-round education programs will be staffed by volunteer teachers. The teachers at each grade level shall have the opportunity to meet as a group with their principal. If unanimous agreement is reached among the principal and affected teachers regarding their respective track assignments, the principal shall not overrule the decision. If unanimous agreement cannot be reached, assignment to a track shall be made by the principal based upon the following factors in order of priority:

1. Certification (appropriate credential)
2. Track placement of spouses so they may be on the same track regardless of school sites
3. District experience appropriate to the assignment
4. Site seniority for permanent teachers
5. District seniority of the employee (this shall be the determining factor if the above factors are equal).

B. Track placement made by the principal is subject to the grievance procedure of the Agreement.

C. The District shall make a good-faith effort to notify year-round employees of their assignments no later than April 1st of the prior school year.

D. As matters of professional courtesy, the following provisions shall be made to accommodate teachers assigned to the Year-Round Education Program.

1. Year-round teachers will be allowed priority in placing their children on tracks in schools within the District.
2. Spouses in the District, both wishing to be in a traditional calendar, shall be given priority in assignments that will meet that need.

4. “INITIAL TRACK ASSIGNMENTS” – SECONDARY:
A. The teachers in each department shall meet as a group with their principal to discuss track selections. If unanimous agreement cannot be reached among teachers and principal, assignments to a track shall be made by the principal based upon the following factors in order of priority:

(1). Certification (appropriate credential)

(2). Site seniority for permanent teachers.

(3). District seniority of the employee (this shall be the determining factor if the above factors are equal).

B. Track placement made by the principal is subject to the grievance procedure of The Agreement.

C. The District shall make a good-faith effort to notify year-round employees of their assignments no later than April 1 of the prior school year.

D. As matters of professional courtesy, the following provisions shall be made to accommodate teachers assigned to the Year-Round Education Program.

(1). Year-round teachers will be allowed priority in placing their children on tracks in schools within the District.

(2). Spouses in the District, both wishing to be on a traditional calendar, shall be given priority in assignments providing they have appropriate credentials and experience.

(3). Track placement of spouses, so they may be on the same track regardless of YRE school sites, will be determined by the choice of the spouse with the least seniority.

5. “CHANGE OF TRACK ASSIGNMENT”

A. If teachers at a school wish to change track assignments for the following school year, they may make a proposal to the site administrator prior to April 1. The administrator shall respond as soon as possible.

B. Reassignment Due to Grade Level Fluctuations:

(1). Unit members shall not be transferred or reassigned arbitrarily, capriciously or without a rational basis in fact.
(2). Notice of involuntary transfer or reassignment shall be given to unit members as soon as possible and not, except in cases of emergency, later than March 15.

(3). When a district-initiated involuntary transfer is created by enrollment fluctuations, the site administrator will use the following procedures:

(a). Inform the entire staff of the enrollment situation, define the problem and seek potential solutions from them. Off-track teachers will be notified by U.S. mail so they may participate if they choose.

(b). Meet with teachers of the affected grade level, consider options recommended by the staff, brainstorm new options and agree upon an acceptable solution. If agreement cannot be reached, assignments will be determined using the following procedure: the teacher with the least site seniority will be displaced. In the event site seniority is equal, date of hire will determine seniority.

6. “WORK YEAR”: For payroll purposes, all Year-Round Education program teachers begin their work year July 1 and receive their compensation in 12 equal installments beginning with the last teaching day of July. However, if a first-year teacher is placed on Track “D” at an elementary school, that teacher will be paid in eleven (11) equal installments beginning with the last teaching day in August.

7. “ADDITIONAL DAYS”: The District, within its discretion, may request but not require employees to work additional days beyond their regular work year. Employees who agree to do so shall be paid on a per diem basis. Employees shall be credited with one additional sick leave day for each such 16 additional days worked in a fiscal year.

8. “PROFESSIONAL ACTIVITIES”: Teachers assigned to the Year-Round Education Program shall be provided with full opportunity to serve as mentor teachers and participate in District committees, SIP activities, professional growth conferences, or similar professional activities, and also to apply for any leave specified in the Agreement. Off-session teachers participating in otherwise uncompensated professional activities requested by the District shall receive per Diem compensation.
Off-session teachers shall be notified by the U.S. mail of all District information that on-session teachers receive on site.

9. “SUBSTITUTING”: Teachers on non-workdays will be given first consideration to substitute if they have notified the District in advance that they will accept a substitute assignment.

10. “CLIMATE CONTROL”: Climate control shall be provided to each classroom in the Year-Round Education Program. Flexibility to begin earlier in the day under emergency conditions due to hot days or failure of air-conditioners to meet industry standards for climate control will be at the discretion of the site teachers and principal.

11. “ROVING TEACHERS”: If the “roving teacher” concept is used, the extra effort and time associated with a teacher changing classrooms each time any of the tracks go onto vacation shall be taken into account. School-wide roving teachers shall be exempt from extra duty assignments. Departmental or grade level roving teachers shall have their duties distributed among the non-rovers in their department.

Roving teacher positions shall be voluntary, following the provisions for assignments of Section 3, above. In the absence of volunteers, roving teacher assignments shall be rotated yearly. First-year teachers may be exempt from roving assignments. The District will make every effort to not involve kindergarten classes in roving or rotating situations. Every effort will also be made not to use a kindergarten teacher’s classroom for non-kindergarten activities.

12. “PORTABLE STORAGE”: A filing cabinet and portable storage units shall be provided to each teacher in the Year-Round Education Program who must vacate a room or more to another classroom. Appropriate storage space will be provided on campus.

13. “MOVING”: When a teacher must move materials to another room at the beginning or ending of a track, custodial assistance shall be provided.

14. “TRANSFERS, ETC.”: Transfers, reassignments and leaves of Year-Round Program employees shall be subject to Articles VIII and IX of the existing Agreement and to applicable sections of this Article.
15. **“AUXILIARY PERSONNEL”:** Auxiliary personnel are to be assigned on a voluntary basis at their per diem rate.

16. **“GRIEVANCES”:** Article 15, “Grievances”, Section III-b is modified so that if a grievance is filed, the timelines apply to on-track days only.

17. **“SABBATICAL LEAVE”:** Teachers in Year-Round Education Programs may request sabbatical leave for a trimester.

18. **“EQUITABLE DISTRIBUTION”:** As nearly as practicable, students shall be distributed equitably among tracks and classes by gender, ability and numbers.

19. **“DEPARTMENTAL ASSIGNMENTS”:** Every effort will be made to limit the number of secondary multi-departmental assignments.

20. **“UNFORESEEN ISSUES”:** Issues not covered in this Article shall be reconciled, if possible, at the site level. Issues not so reconciled shall be subject to the negotiation process.

In the event a multi-track year-round program returns to a single track calendar, teacher working conditions revert to the status quo prior to the multi-track YRE conversion.

21. **NOTICE OF INTENT TO RETURN”:** If a unit member, without cause, fails to notify the District before June 1 that he/she will remain in District service, the unit member may be deemed to have declined reemployment and the unit member’s service may be terminated on June 30 of that year. A unit member who gives notice of resignation after May 31 but before June 30 shall be released from his/her contract within thirty (30) days of the unit member’s notice, or as soon as a replacement is hired for the unit member, whichever occurs first. *(Education Code 44842)*

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**ARTICLE XXVI**

**CONTRACT DISCREPANCIES**

The District will perform the task of revising, drafting, printing and distributing the Collective Bargaining Agreement to reflect the changes in language, which may have been agreed to by the parties through the collective bargaining process.
This Agreement accurately reflects the negotiations of the respective parties. The parties, however, also acknowledge the possibility that this Agreement may contain clerical errors and/or omissions.

In the event that either party discovers what it believes to be an error after signing the Agreement, such party shall attempt to informally resolve the matter with the other party. If an informal resolution is not successful, the Association may pursue the matter as a grievance under Article XVI. In any arbitration arising out of such a grievance, the bargaining history between the parties shall be given the most weight as evidence of the intention of the parties.

This Contract is entered into this _____ day of _______________, by and between:

BOARD OF EDUCATION

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________
May 3, 1976

REGISTERED—RETURN RECEIPT REQUESTED

Sacramento Regional Office
Education Employment Relations Board
915 Capitol Mall, Room 235
Sacramento, California 95814

Re: Los Banos Unified School District, Merced County, Notice of Employer Decision Required by Rule 30022

Dear Sirs:

As required by Rule 30022, the Los Banos Unified School District notifies you that:

(1). It does not doubt the appropriateness of the unit described in the resolution which is attached.

(2). It does not contest the showing of majority support of the employee organization.

(3). No employee organization filed an intervening petition during the 15 workday period described in Rule 30015.

(4). The employer does not desire a representative election.

Sincerely,

Louis Cosans
Superintendent

Attachments: (1). Resolution Recognizing Los Banos Teachers' Association as Exclusive Representative

(2). Certification of Service of the Above to Employee Organization

cc: Los Banos Teachers' Association
Patterson & Taggart
File

LC/dw
Resolution #2-76
RESOLUTION OF RECOGNITION - CERTIFICATED EMPLOYEE ORGANIZATION

WHEREAS, Section 3540, et. seq., of the Government Code, Title 1, Division 4, Chapter 10.7 (Rodda Act), provides that the public school employer may voluntarily recognize an employee organization as the exclusive representative of an appropriate unit of employees, and;

WHEREAS, the Los Banos Teachers' Association, affiliated with the California Teachers' Association and the National Education Association has requested recognition pursuant to the provisions of the "Rodda Act" and has complied with the appropriate sections of the rules and regulations of the Educational Employment Relations Board.

The Los Banos Unified School District Board of Education hereby grants exclusive recognition to the Los Banos Teachers' Association for all certificated employees except Superintendent, Assistant Superintendent, Principals, Teaching Principals, Vice Principals, Assistant Principals, Administrative Assistant, Projects Coordinator, Psychologist and substitute employees.

Ayes: 6
Noes: 0
Absent: 1

[Signature]
Secretary, Board of Education

Dated: April 29, 1976
### 2018-2019 CERTIFICATED SALARY SCHEDULE
(3.26% Increase Effective 7/1/18)

<table>
<thead>
<tr>
<th>Step</th>
<th>Class I</th>
<th>Class III</th>
<th>Class IV</th>
<th>Class V</th>
<th>Class VI</th>
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**Note 1:** To achieve the 24th step in Class VI, an employee must have worked in the District at least 10 years.

**Note 2:** To achieve the 28th step in Class VI, an employee must have worked in the District at least 15 years.

Effective July 1, 2018
1. CATEGORY 1 ($6,686)

   Athletic Director, High School (A)
   Activities Director, High School (A)
   Head Varsity Football Coach (B)
   Band Director, High School (A)
   Scholarship Advisor, High School (A)
   Spirit Team Advisor, High School (A)
   Theatre Director, High School (A)
   Yearbook Advisor, High School (A)

2. CATEGORY 2 ($5,229)

   Band Director, Junior High School (A)
   Head Varsity Basketball Coach, Boys (C)
   Head varsity Basketball Coach, Girls (C)
   Head Varsity Track Coach (D)
   Head Varsity Wrestling Coach (C)
   Head Soccer Coach, Boys (B)
   Head Soccer Coach, Girls (D)
   Head Varsity Baseball Coach (D)
   Varsity Volleyball Coach (C)
   Varsity Softball Coach (D)

3. CATEGORY 3 ($4,717)

   Asst. Softball Coach (D)
   Softball Coach, Frosh (D)
   Softball Coach, Soph (B)
   Asst. Varsity Football Coach (B)
   Asst. Band Director, High School (B/C)
   Volleyball Coach, Frosh (B)
   Volleyball Coach, Soph (B)
   Soccer Coach, Boys, Frosh/Soph (B)
   Soccer Coach, Girls, Frosh/Soph (D)
   Asst. Varsity Baseball Coach (D)
   Baseball Coach, Frosh (D)
   Baseball Coach, Soph (D)
   Basketball Coach, Boys, Frosh (B)
   Basketball Coach, Boys, Soph (B)
   Basketball Coach, Girls, Frosh (B)
   Basketball Coach, Girls, Soph (B)
   Athletic Director, Junior High School (A)
   Head Swimming Coach (D)
   Head Frosh Football Coach (B)
   Head Soph Football Coach (B)
   Asst. Soph Football Coach (B)
   Tennis Coach, Girls (B)
   Tennis Coach, Boys (D)
   Water Polo Coach, Boys (B)
   Water Polo Coach, Girls (B)

4. CATEGORY 4 ($4,225)

   Asst. Track Coach (D)
   Asst. Wrestling Coach (C)
   Asst. Spirit Team Advisor, HS (A)
   Asst. Frosh Football Coach (B)
   Auxiliary Units Advisor, High School (B/C)
   Choral Director (A)
   Cross-Country Coach, High School (B)
   Spirit Team Advisor, Junior High (A)
   Winter Guard, Junior High School (C)
   Winter Percussion, Junior High (C)

5. CATEGORY 5 ($3,711)

   Assistant Swimming Coach (D)
   Athletic Trainer/Equipment, HS (A)
   Basketball Coach, JH, 7th Grade Boys (F)
   Basketball Coach, JH, 8th Grade Boys (F)
   Basketball Coach, JH, 7th Grade, Girls (F)
   Basketball Coach, JH, 8th Grade, Girls (F)
   Golf Coach, Girls (B)
   Golf Coach, Boys (D)
   Baseball Coach, JH, 7th Grade (G)
   Baseball Coach, JH, 8th Grade (G)
   Letter Girl Advisor, Junior High (A)
   Flag Girl Advisor, Junior High School (A)
   Memory Book, Junior High School (A)
   Soccer Coach, Junior High School (E)
   Softball Coach, JH, 7th Grade (G)
   Softball Coach, JH, 8th Grade (G)
   Volleyball Coach, JH, 7th Grade (E)
   Volleyball Coach, JH, 8th Grade (E)
   Wrestling Coach, JH, 7th Grade (C)
   Wrestling Coach, JH, 8th Grade (C)

6. CATEGORY 6 ($3,240)

   Academic Decathlon/Odyssey of the Mind (A)
   Pentathlon/Odyssey of the Mind Jr High (A)
   Activities Director, Jr High School (A)

A. Paid in 12 equal payments July-June
B. Paid in 4 equal payments August-November
C. Paid in 4 equal payments November-February
D. Paid in 4 equal payments February-May
E. Paid in 2 equal payments September and October
F. Paid in 2 equal payments Nov & Dec or Jan & Feb
G. Paid in 2 equal payments Mar & Apr or Apr & May
LOS BANOS UNIFIED SCHOOL DISTRICT

NEGOTIATED STIPENDS
2018-19

1. **HOME INSTRUCTION, SUMMER SCHOOL:** ($45.62)

2. **SPECIAL EDUCATION:** ($1,814)

3. **OUTDOOR SCHOOL:** ($127 per day)

4. **INDEPENDENT STUDY:**
   - Step 1 - $38.18 per hour
   - Step 2 - $39.32 per hour
   - Step 3 - $40.42 per hour
   - Step 4 - $41.52 per hour
   - Step 5 - $42.58 per hour

5. **DEPARTMENT CHAIRPERSON:** $77.16 per section taught at the site.

6. **HOURLY RATE:** ($35.17)

7. PAR Panel members: $1,420.06 (paid monthly)

8. PAR Consulting teachers: $1,420.06 (paid monthly)

9. PAR Consulting teachers-Referred Teacher Assistance: $2,840.12 (paid monthly)

Revised
7/28/00
05/10/01
02/15/02
03/24/03
03/10/04
02/08/05
04/13/06
03/13/08
1/28/14
3/10/16
3/20/19
GRIEVANCE FORM

Grievant’s Name__________________________________________
Grievant’s Representative (if any)_____________________________
Grievant’s Work Site________________________________________
Assignment_________________________________________________
Supervisor_________________________________________________

Date Cause of Grievance Occurred: ______________________________
Date of Informal Discussion (if applicable): _______________________

List Specific Provision(s) of the Agreement Alleged to Have Been Misinterpreted or Misapplied:


Attach a Statement of Grievance and Remedy Sought

Date________________Signature of Grievant_____________________


NOTE: When appealing to the next level, you must include copies of the original complaint and the response given at each level.

LEVEL I

Date Received by Immediate Supervisor or Designee_____________________
Signature of Immediate Supervisor or Designee_____________________
Date of Grievance Conference (if held)______________________________

Immediate Supervisor’s Response (see attached)

Date:________________Signature and Title___________________________
Date Received by Grievant or Representative_________________________
Signature of Grievant or Representative_____________________________

LEVEL II

Date Received by Superintendent or Designee___________________________
Signature of Superintendent or Designee_____________________________
Date of Conference (if held)_______________________________________

Superintendent’s Response (see attached)

Date________________Signature and Title___________________________
Date Received by Grievant or Representative_________________________
Signature of Grievant or Representative_____________________________
LEVEL III
Date Received by LBTA President or Designee
Signature of LBTA President or Designee
LBTA Decision to Advance to Level III:  Approved_____  Denied_____
Signature of LBTA President or Designee Date
Date of Submission to Superintendent for Board Hearing
Signature of Superintendent or Designee
Date of Mutual Agreement to Bypass Board Hearing (if applicable)
Signatures of Superintendent or Designee and LBTA President or Designee:

Date of Board Hearing

Attach Board Decision (if applicable)

LEVEL IV
Date Received by LBTA President or Designee
Signature of LBTA President or Designee
LBTA Decision to Advance to Level IV:  Approved_____  Denied_____
Signature of LBTA President or Designee Date
Attach LBTA Request to Submit to Binding Arbitration
Date Received
Signature of Superintendent or Designee

Gr.LBTA,11-1-00 (Page 2 of 2)
Los Banos Unified School District

CERTIFICATED EVALUATION
The purpose of evaluation is the improvement of instruction.

<table>
<thead>
<tr>
<th>Teacher's Name:</th>
<th>Course/Subject/Grade Level</th>
<th>School:</th>
<th>Date:</th>
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</table>

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<th>Probationary 1st Year</th>
<th>Probationary 2nd Year</th>
<th>Permanent</th>
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</table>

Part I: DOMAINS OF PROFESSIONAL RESPONSIBILITY
(assessed by reflection, observation, documentation, conference)

**Engaging & Supporting All Students in Learning**

- 1.1 Using knowledge of students to engage them in learning
- 1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
- 1.3 Connecting subject matter to meaningful, real-life contexts
- 1.4 Using variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
- 1.5 Promoting critical thinking through inquiry, problem solving, and reflection
- 1.6 Monitoring student learning and adjusting instruction while teaching

**Creating & Maintaining Effective Environments for Student Learning**

- 2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
- 2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
- 2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
- 2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
- 2.5 Developing, communicating, and maintaining high standards for individual and group behavior
- 2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
- 2.7 Using instructional time to optimize learning

**Understanding & Organizing Subject Matter for Student Learning**

- 3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
- 3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
- 3.3 Organizing curriculum to facilitate student understanding of the subject matter
- 3.4 Utilizing instructional strategies that are appropriate to the subject matter
- 3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
- 3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content
# Planning Instruction & Designing Learning Experiences for All Students

| 4.1 Using Knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction |
| 4.2 Establishing and articulating goals for student learning |
| 4.3 Developing and sequencing long-term and short-term instructional plans to support student learning |
| 4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students |
| 4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students |

## Assessing Student Learning

| 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments |
| 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction |
| 5.3 Reviewing data, both individually and with colleagues, to monitor student learning |
| 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction |
| 5.5 Involving all students in self-assessment, goal setting, and monitoring progress |
| 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning |
| 5.7 Using assessment information to share timely and comprehensible feedback with students and their families |

## Developing As a Professional Educator

| 6.1 Reflecting on teaching practice in support of student learning |
| 6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development |
| 6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning |
| 6.4 Working with families to support student learning |
| 6.5 Engaging local communities in support of the instructional program |
| 6.6 Managing professional responsibilities to maintain motivation and commitment to all students |
| 6.7 Demonstrating professional responsibility, integrity, and ethical conduct |

*Evaluator summary in Part III shall include specific written recommendations for all items checked "Needs Strengthening" and/or "Does Not Meet Standards."
Los Banos Unified School District

PART II: SUMMARY OF GOALS CONFERENCE (STULL BILL)

☐ GOALS ATTACHED       ☐ GOALS NOT ATTACHED

STULL BILL MEETING HELD ON: ____________________________

PART III: SUMMATIVE REVIEW (COMMENDATION/RECOMMENDATION)

Dates of Observations: ____________________________


PART IV: OVERALL EVALUATION

☐ Meets Standards    ☐ Does Not Meet Standards-Referred to PAR

Administrator’s Signature    Date

TEACHER’S COMMENTS - NOTICE IS HEREBY GIVEN PURSUANT TO EDUCATION CODE SECTION 44031 THAT FIVE (5) WORKDAYS FROM RECEIPT OF THIS DOCUMENT THE DISTRICT INTENDS TO ENTER A COPY OF SUCH DOCUMENT IN YOUR PERSONNEL FILE. YOU HAVE THE RIGHT TO REVIEW AND ATTACH YOUR COMMENTS TO SUCH DOCUMENTS.

I acknowledge being apprised of the above evaluation at a personal conference.

Teacher’s Signature    Date

I have the right to attach a statement:  

Teacher’s Initials ______
Los Banos Unified School District

Stull Bill

Initial Conference

The purpose of the initial conference is to (1) review the job description(s), (2) identify goals and performance objectives, (3) identify the meaning of evaluating performance. District uniform evaluation guidelines require that this conference be completed by the 7th or 8th week of the beginning of the school year. Progress of the conference will be outlined on this form.

<table>
<thead>
<tr>
<th>Employee Name</th>
<th>Job Description Title</th>
</tr>
</thead>
</table>

School          Date

☐ Permanent      ☐ Probationary 0     ☐ Probationary 1     ☐ Probationary 2

☐ I. Job Description(s) reviewed and, if necessary, clarified

☐ II. Performance objectives, standards of expected student performance and measurement techniques identified (CSTP 5 Goals).

☐ III. Management objectives, including classroom rules and procedures, in addition to daily schedule (K-6) OR course syllabus (7-12).

☐ IV. Professional growth objectives (CSTP 6 Goals).

☐ V. Evaluation procedures identified:

☐ Classroom observation

☐ Teacher-requested for specific purposes

☐ Evaluator-requested for specific purposes

☐ Unannounced observation

☐ Other as mutually agreed upon:

__________________________  ____________________________
Evaluatee Signature        Evaluator Signature
Rationale: (Article XVII.2)
The purpose of evaluation is the improvement of instruction.

Directions: This portion of the fillable PDF is to be completed by the evaluatee (teacher) prior to the Initial Conference, to be held during the seventh or eighth school week. All evaluatees shall articulate goals regarding California Standards for the Teaching Profession (CSTP) 5 and 6, in addition to one other CSTP to be selected by the evaluatee. Evaluatee shall attach his/her management objectives, including classroom rules and procedures, in addition to his/her daily schedule (K-6) OR course syllabus (7-12). No other documents and/or attachments are required.

CSTP 5: Assessing Student Learning (all evaluatees respond)

| 5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments |
| 5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction |
| 5.3 Reviewing data, both individually and with colleagues, to monitor student learning |
| 5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction |
| 5.5 Involving all students in self-assessment, goal setting, and monitoring progress |
| 5.6 Using available technologies to assist in assessment, analysis, and communication of student learning |
| 5.7 Using assessment information to share timely and comprehensible feedback with students and their families |

Describe your identified areas of growth for this standard/domain:

• (Grades K-6) Include ELA, Math, and content area standards-based student performance objectives.

OR

• (Grades 7-12) Include content area standards-based performance objectives.
CSTP 6: Developing As a Professional Educator (all evaluatees respond)

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>6.1</td>
<td>Reflecting on teaching practice in support of student learning</td>
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</tr>
<tr>
<td>6.6</td>
<td>Managing professional responsibilities to maintain motivation and commitment to all students</td>
</tr>
<tr>
<td>6.7</td>
<td>Demonstrating professional responsibility, integrity, and ethical conduct</td>
</tr>
</tbody>
</table>

Identify and describe a professional development goal in one focus area appropriate to your teaching assignment. (e.g., RCD development, LMS Technology Integration, Instructional Rounds, Kagan Instructional Strategies, PBL, etc.):
Select one additional CSTP and describe your identified areas of growth for that standard/domain.

**CSTP 1: Engaging & Supporting All Students in Learning**

1.1 Using knowledge of students to engage them in learning
1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests
1.3 Connecting subject matter to meaningful, real-life contexts
1.4 Using variety of instructional strategies, resources, and technologies to meet students' diverse learning needs
1.5 Promoting critical thinking through inquiry, problem solving, and reflection
1.6 Monitoring student learning and adjusting instruction while teaching

**CSTP 2: Creating & Maintaining Effective Environments for Student Learning**

2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully
2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students
2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe
2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students
2.5 Developing, communicating, and maintaining high standards for individual and group behavior
2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn
2.7 Using instructional time to optimize learning

**CSTP 3: Understanding & Organizing Subject Matter for Student Learning**

3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks
3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter
3.3 Organizing curriculum to facilitate student understanding of the subject matter
3.4 Utilizing instructional strategies that are appropriate to the subject matter
3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students
3.6 Addressing the needs of English learners and students with special needs to provide equitable access to the content

**CSTP 4: Planning Instruction & Designing Learning Experiences for All Students**

4.1 Using knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
4.2 Establishing and articulating goals for student learning
4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students

**CSTP Selected:**

Describe your identified areas of growth for the selected standard/domain.