

**AGREEMENT
BETWEEN**

**LOS BANOS UNIFIED
SCHOOL DISTRICT
AND
LOS BANOS TEACHERS'
ASSOCIATION**

Contract in effect
until
June 30, 2025

THIS CONTRACT SUPERCEDES ANY CONTRACT NOW IN EXISTENCE

Revised: May 9, 2023

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1 **AGREEMENT**

- 2 1. The articles and provisions contained herein constitute a binding agreement
3 (“Agreement”) by and between the Governing Board of the Los Banos Unified School
4 District (“Board”) and the LBTA/CTA/NEA (“Association”), an employee
5 organization.
6 2. This Agreement is entered into pursuant to Chapter 10.7, Sections 3540-3549 of the
7 Government Code (“Act”).
8 3. This Agreement shall remain in full force and effect up to and including June 30, 2022,
9 and thereafter shall continue until a new contract is let.
10

11 **ARTICLE I**

12 **RECOGNITION**

- 13 1. The Board grants exclusive recognition to the Los Banos Teachers’ Association for all
14 certificated employees except Superintendent, Assistant Superintendents, Principals,
15 Teaching Principals, Vice Principals, Assistant Principals, Coordinators, Psychologists,
16 Directors, Certificated Nurses, Learning Directors, Program Specialists, Counselors and
17 substitute employees for the purpose of meeting and negotiating. (refer to
18 administrative salary schedule for detailed list).
19 2. Other exclusions may be mutually agreed upon or determined by PERB.
20

21 **ARTICLE II**

22 **SUPPORT OF AGREEMENT**

- 23 1. The District and the Association agree that it is to their mutual benefit to encourage the
24 resolution of differences through the meet and negotiation process. Therefore, it is
25 agreed that the District and the Association will support this Agreement for its term and

1 will not appear before any public bodies as a representative(s) of their group(s) to seek
2 change or improvement in any matter subject to the meet and negotiation process
3 except by mutual agreement of the District and Association.

- 4 2. The provisions of this Agreement shall not be interpreted or applied in a manner which
5 is arbitrary, capricious or discriminatory. Rules which are designed to implement this
6 Agreement shall be uniform in application and effect.

7
8 **ARTICLE III**

9 **NEGOTIATION PROCEDURE**

- 10 1. No earlier than February 20 of the calendar year in which this Agreement expires, the
11 parties shall meet and negotiate in good faith on negotiable items. Any agreement
12 reached between the parties shall be reduced to writing and signed by them.

13 Reopeners: The parties will negotiate salary and either party may propose up to two
14 articles other than Article VIII for reopener negotiations in each of school years 2023-
15 2024 and 2024-2025. The parties may reopen additional articles by mutual agreement.
16 Articles which are opened in order to comply with new statutes or case law will not
17 count toward the maximum number of articles which may be reopened by either party.

18 Written notice of intent to negotiate on reopeners must be given before February 20 of
19 the prior school year. By mutual agreement, the above conditions may be waived.

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

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

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

- 1 A. Binding Offers: Each party can make proposals and counter proposals. Total
2 agreement shall be ratified by the constituency of both parties.
- 3 B. Members of Negotiating Team: Members of the Association's negotiating team
4 shall be provided release time for five (5) members.
- 5 C. Limit on Number Present: Both the Association and Board shall have no more than
6 seven (7) persons at each meeting. Each party may designate up to three (3)
7 observers beyond the seven (7) team members who may attend the negotiation
8 meetings.
- 9 D. Caucus Limitations: A reasonable time limit for caucus sessions will be determined
10 when ground rules are established.
- 11 E. Minutes: The minutes, as taken by the Board, will be available for examination, but
12 will not be posted. Members of the Team are to receive copies of the minutes.
- 13 F. Press Releases: No rule established.
- 14 G. Agenda: To be established during the last (15) minutes of each meeting, with each
15 team to place items on the agenda.
- 16 H. Tentative Agreements: Tentative agreements will be in writing and initialed. They
17 will be subject to agreement on the total Contract unless otherwise agreed.
- 18 I. Ratification: The parties will not take a tentative contract agreement to their
19 constituencies for ratification unless they recommend approval of the Agreement, or
20 unless the party notified the other party that it will not be recommending approval
21 of the Agreement.
- 22 J. Additional Ground rules: Additional ground rules may be mutually agreed upon.
- 23 5. There will be the equivalent of twenty (20) one-half days of release time per calendar
24 month for the Association's five (5) negotiators for negotiating the Contract during the
25 negotiating period. Exceptions may be mutually agreed upon.

- 1 6. Upon request, the Board shall furnish the Association with one (1) copy of Form J-200
2 and a copy of public financial statements which are furnished to the Board.
- 3 7. Upon request, the Board shall furnish the Association with a certificated teacher salary
4 scatter gram.
- 5 8. Public presentation and impasse procedures shall be as declared in Article 8, Public
6 Notice, and Article 9, Impasse Procedures, of the Act.
- 7 9. The Association and Board shall be responsible for communicating to their respective
8 constituents the progress, or lack of progress, of the negotiating proceedings.
- 9
10

11 **ARTICLE IV**

12 **PARTIES' RIGHTS**

13 1. Association

- 14 A. Representatives of the Association shall have the right to use school facilities at
15 reasonable hours for Association business.
- 16 B. One (1) bulletin board will be provided at each school for use by the Association. The
17 Association may have access to teachers' mailboxes for communications.
- 18 C. Authorized representatives of the Association shall be permitted to transact official
19 Association business on school property, after notifying the principal, at all reasonable
20 hours, provided that said activity does not interfere with the education process.
- 21 D. Association meetings shall not take place during teachers' working hours.
- 22 E. The President of the exclusive representative organization of the certificated employees
23 shall be allowed up to eight (8) full and two (2) half days of release time from regular
24 duties during the school year for the purpose of conducting organizational business.
25 The exclusive representative organization shall reimburse the District for the actual cost

1 of a substitute employed to replace the President of the organization when he/she is
2 absent from his/her regular duties under authority of this section. Such leave shall be
3 taken at the option of the organization President, but shall be arranged for at least
4 seventy-two (72) hours in advance with his/her immediate superior (usually, the
5 principal). A record of the utilization of such release time shall be maintained at the
6 school level, one (1) copy shall be transmitted to the business office for billing purposes
7 and one (1) copy of the record shall be placed in the personnel file of the President at
8 the District Office.

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

13 1) Dues Deductions: The Association shall have the sole and exclusive right to have
14 membership dues, initiation and representation fees deducted for the employees in the
15 bargaining unit by the District. Employees in the bargaining unit shall either apply for
16 membership or execute an authorization for dues deduction in the manner described
17 above, or, in the alternative, pay such dues by cash directly to the Association on or
18 before September 1.

19 The Association certifies that it will maintain individual unit member authorizations
20 for deduction of membership dues. Accordingly, the District shall only make payroll
21 deductions or changes to payroll deductions for new or current bargaining unit
22 members when provided with written notice from the Association. Upon receiving
23 notice from the Association, the District shall deduct and make appropriate remittance
24 for insurance premiums, credit union payments or other plans or programs jointly
25 approved by the Association and the District.

1 2) The District shall not be obligated to put into effect any new, changed or
2 discontinued deduction until the pay period commencing twenty (20) days or more
3 after such submission.

4 3). Hold Harmless Clause. The Los Banos Teachers' Association shall defend and
5 hold harmless the District from any and all claims, demands, suits, or any other action
6 arising from the provisions contained herein. The Association shall have the exclusive
7 right to decide and determine whether any such action or proceeding shall or shall not
8 be compromised, resisted, defended, tried, or appealed.

9 I. New Bargaining Unit Member Orientation

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

13 The District shall schedule any new bargaining unit member orientation to take place
14 during a work day in the new unit members' contract year.

15 The District shall provide written notice of the date, time and location of all bargaining
16 unit member orientations by U.S. and electronic mail to the Association President at
17 least twenty-one (21) calendar days in advance of the annual orientation meeting or ten
18 (10) calendar days in advance of other orientation meetings, including individual
19 orientations, that occur throughout the school year.

20 The Association shall be provided no less than sixty (60) minutes of uninterrupted time
21 to communicate with bargaining unit members at all bargaining unit member
22 orientations ("Association Time"). The District and Association shall mutually agree on
23 the scheduling of Association Time during the work day. District administrators will
24 excuse themselves from the room during Association Time. The Association is entitled

1 to invite the California Teachers Association (CTA) endorsed vendors and CTA staff to
2 Association Time.

3 J. Bargaining Unit Member Information

4 The following information shall be delivered to the Association President in digital
5 Excel format and hard copy no more than thirty (30) days after the date of hire or by the
6 first pay period of the month of hire, and, for all bargaining unit members on the first
7 day of each month:

- 8 1. Name
- 9 2. Home address
- 10 3. Phone numbers-work, home and cellular
- 11 4. Personal email addresses (non-District)
- 12 5. Assignment
- 13 6. Date of Hire in Bargaining Unit Position
- 14 7. Full time Equivalent (FTE) status
- 15 8. Type of credential (e.g. clear, preliminary, etc.)

16 Employees may submit a written request, pursuant to Government Code section
17 6254.3(c), prohibiting the disclosure of their home address, home telephone number,
18 personal cellular telephone number, and personal email address. The District shall
19 indicate in the information provided to the Association President those employees who
20 have submitted such a request.

21 2. District

22 A. It is understood and agreed that the District retains all of its powers and authority to
23 direct, manage and control to the full extent of the law. Included in, but not limited to,
24 those duties and powers are the exclusive rights to: determine its organization, direct
25 the work of its employees, determine the times and hours of operation, determine the

1 kinds and levels of services to be provided and the methods and means of providing
2 them, establish its educational policies, goals and objectives, insure the rights and
3 educational opportunities of students, determine staffing patterns, determine the number
4 and kinds of personnel required, maintain the efficiency of District operations, establish
5 budget procedures and determine budgetary allocation, determine the methods of
6 raising revenue, contract out work, and take action on any matter in the event of an
7 emergency. In addition, the District retains the right to hire, classify, assign, evaluate,
8 promote, terminate and discipline employees.

9 B. The exercise of the forgoing powers, rights, authority, duties and responsibilities by the
10 District, the adoption of policies, rules, regulations and practices in furtherance thereof,
11 and the use of judgment and discretion in connection therewith, shall be limited only by
12 the specific and express terms of this Agreement; and then, only to the extent such
13 specific and express terms are in conformance with law.

14 C. The District retains its right to amend, modify, or rescind policies and practices referred
15 to in this Agreement in cases of emergency. The determination of whether or not an
16 emergency exists is expressly excluded from the provisions of Article XVI, "Grievance
17 Procedure;" however, the Association will have the right to appeal the decision to court
18 or, by mutual agreement; the parties may submit the dispute to binding arbitration.

20 **ARTICLE V**

21 **WORKING HOURS**

22 1. Working Hours

23 A-1. (a). Working hours for professional staff in the bargaining unit shall be 7½ hours per
24 day. The starting and ending times for each school will be reviewed by the District and
25 Association annually and set for the following year. The morning Kindergarten

1 teachers' day may begin earlier than the rest of their sites' staff in order for their day to
2 be 7.5 hours.

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

- 6 • A unit member who holds the Reading Coach/Reading Recovery Teacher Leader,
7 Mathematics Coach, or G.A.T.E. Coordinator positions may find it necessary to adjust
8 their daily working hours in order to address training opportunities for staff and parents.
9 The instructor will still recognize the 7 ½ hour work day.
- 10 • Approval for adjustment of daily working hours must be granted permission by the
11 primary supervisor.
- 12 • Additional positions falling under these criteria will need to be approved by the
13 association and the District.

14 A-2. (a). Effective January 1, 2006 a unit member may volunteer to teach an additional
15 period before or after the regular instructional day or during a preparation
16 period and shall be paid at one-sixth of his/her daily rate of pay.

17 (b). A unit member may also volunteer to teach before or after the regular
18 instructional day as part of his/her regular assignment. Total work time must
19 remain the same as other unit members at their school.

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

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

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

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

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

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

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

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

20 J. There will be a one (1) hour lunch period on the two teacher orientation days. The time
21 shall be determined by the site administrator.

22 K. There will be a minimum day schedule for elementary students during parent-teacher
23 conference week.

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

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

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

11 O. Unscheduled Minimum Days

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

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

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

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

25 (5). The Superintendent must approve any unscheduled minimum day(s).

1 P. Teacher-student contact time shall be six (6) hours at C.O.R.E. This is considered the
2 teaching assignment at C.O.R.E. and is compensated by the teacher's placement on the
3 teacher salary schedule.

4 Q. There shall be no more than one staff meeting held per month. Staff meetings shall not
5 be longer than 50 minutes in length. Unless impossible to schedule, all staff meetings
6 will be held on a Tuesday.

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

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

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

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

15 4. Bargaining unit members cannot use compensation time during State testing, finals
16 weeks, and staff development days. If a bargaining unit member is using
17 compensation time on Staff Orientation days, or days that have Staff Meetings or
18 PLCs, only half or full day compensation time may be used.

19 S. Elementary Tutoring: Effective July 1, 2023, elementary tutoring will be paid at the
20 Hourly Rate listed in Exhibit D.

21 2. Professional Learning Communities (PLCs)

22 A. PLC time is from ten (10) minutes after the end of the student day until the end of
23 the teachers' workday. PLC days will be designated on the district adopted
24 calendar. There will be 14 PLCs. PLC days are on early release days, which are on
25 Wednesdays for Elementary and High School, and Thursdays for Junior High

1 School. Elementary PLC meeting times are 75 minutes, Junior High and High
2 School PLC meeting times are 90 minutes. In either case, the teacher work day shall
3 not exceed 7.5 hours, per section A-1.(a) of this article. There will be no PLCs
4 during the first week and last two weeks of student contact. At the Elementary
5 level, there shall be two teacher-directed Grade Level Planning Time PLC meetings
6 per trimester designated on the school calendar.

7 B. The purpose of PLC is to ensure that all students learn at high levels. In order to
8 ensure learning at high levels, members of a PLC team must work collaboratively
9 and take collective responsibility for student success. Members of a PLC team focus
10 on results - evidence of student learning. PLC work will occur within the scope of
11 the District's initiatives/framework.

12 C. The site administrator is responsible to develop a PLC training plan for their school
13 site. Staff input will be solicited in the development of the PLC training plan. The
14 site administrator has the discretion to approve and direct the PLC activities that
15 take place at their school sites. They may revise and update PLC plans as needed.

16 D. Attendance at these meetings is mandatory for all bargaining unit members. No
17 personal appointments are to be scheduled during these PLC meetings. There will
18 be no early release to attend clinics, conferences and/or college classes on these
19 PLC meeting days.

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

24
25 3. The School Calendars shall be mutually agreed upon. Three (3) representatives from the

1 District and three (3) representatives from the Association will meet prior to October 15th to
2 begin developing the calendar for the following school year. Both parties will prepare and
3 share a draft calendar at this first meeting. A draft copy of the calendar will be presented to the
4 Board for a first reading at the regular December Board meeting. If necessary, the parties will
5 meet to review Board feedback regarding the calendar. The calendar will then be submitted to
6 the Board for final approval at the regular meeting in January. Monday and Tuesday minimum
7 days of May Day Week will be moved to the day before Good Friday and the next to the last
8 day of the school year.

9
10 4. A secondary (7-12) group of certificated site personnel, with support from the site
11 principal, may propose a plan for a schedule different than the six period day. The intent for
12 such schedule changes would be to implement student intervention and/or support programs
13 and not to simply create a seven period work day. The plan must include at a minimum the
14 following:

- 15 a. A timeline for implementation of the change.
- 16 b. Educational goals expected to be accomplished by the change.
- 17 c. A comprehensive evaluation plan to assess the effectiveness of the change, and to
18 determine if the schedule change continues or not. Evaluation shall be completed
19 by April of the plan's initial school year and annually thereafter. Poor evaluation
20 results as determined by the parties shall trigger a new vote on an improved plan
21 and/or reversion to the original schedule.
- 22 d. The equivalent length of the professional day and the availability of equivalent
23 preparation time of the unit members, even though it may be configured
24 differently, at the site where the change has occurred will be guaranteed.

1 Written notification of the plan for an alternative schedule shall be provided to the LBTA
2 Executive Board for review, prior to any vote, in order to allow reasonable opportunity to
3 identify and bargain the effects that are within the scope of bargaining pursuant to the EERA.

4
5 The alternative schedule shall be voted on to determine whether that plan should be
6 implemented at the site. A majority of over sixty-eight percent (68%) of the teachers at the site
7 must vote in favor of the alternative schedule in order to implement the change. LBTA and the
8 District shall jointly conduct the election using LBTA's established election procedures. A
9 LBTA representative, the site principal, and any other LBTA officers which LBTA requests to
10 be present shall be permitted to observe the vote count. Any plan for an alternative schedule is
11 subject to final approval by the Governing Board.

12 13 **ARTICLE VI**

14 **SALARY**

15 1. **Basic Teachers' Salary Schedule**

16 A. Placement and Horizontal Advancement:

- 17 (1). Teachers shall be placed in the appropriate class of the salary schedule in
18 accordance with the degrees, credentials and advanced preparation they have
19 completed.
- 20 (2). For the purposes of this Article, a Regular Credential is a full credential which, in
21 most cases, takes one year of post graduate work and thirty (30) college or
22 university units. It is not an emergency credential, a partial credential, an intern
23 credential or any other special circumstances credential which the State may
24 institute or establish in the future.
- 25 (3). Teachers without a Regular Credential will:

- 1 (a). Be placed in Class I
- 2 (b). Remain in Class I until their Regular Credential is received
- 3 (c). Be allowed to change steps in Class I for succeeding years of service.
- 4 (4). Classes:
 - 5 I. BA/BS Degree, but no Regular Credential
 - 6 II. Class II has been eliminated.
 - 7 III. BA/BS Degree, plus thirty (30) units and Regular Credential
 - 8 IV. BA/BS Degree, plus forty-five (45) units and Regular Credential or MA
 - 9 Degree plus Regular Credential
 - 10 V. BA/BS Degree, plus sixty (60) units and Regular Credential or MA Degree
 - 11 and Regular Credential plus fifteen (15) units
 - 12 VI. BA/BS Degree, plus seventy-five (75) units and Regular Credential or MA
 - 13 Degree and Regular Credential plus thirty (30) units
- 14 (6). Reassignment to a higher classification shall become effective in accordance with
- 15 "Miscellaneous" G (1) below.
- 16 B. Criteria for evaluation of units for BA/BS Degree and regular credential:
 - 17 (1). A unit is a semester unit of fifteen (15) hours of class work. The conversion
 - 18 factor is three-to-two where quarter units are approved.
 - 19 (2). To be accepted, two-thirds of the units must meet the following standards:
 - 20 (a). Must be a major or minor field, education, psychology, teaching field
 - 21 and must be new work.
 - 22 (b). Must be upper division or graduate units.
 - 23 (3). One-third of the units may be in any subject area. Written, advance permission
 - 24 for lower division units must be obtained from the Superintendent prior to
 - 25 enrollment, if credit is to be allowed.

- 1 (4). All work must be a grade of C, B or A, pass or credit.
- 2 C. For horizontal placement, prior administrative approval of the program and/or
- 3 courses must be obtained, unless in major, minor of teaching field.
- 4 D. It will be the responsibility of the individual to petition for advancement.
- 5 E. Petition for acceptance of units completed or not completed must be in by April 1
- 6 of the year previous to that in which the teacher plans to move from one class to
- 7 another.
- 8 F. Extra Services:
- 9 (1). There are certain teaching positions which, because of inherent administrative
- 10 responsibilities or because of summer responsibilities, should receive
- 11 additional compensation. At the discretion of the administration and the
- 12 Board, allowances may be made to personnel carrying additional
- 13 responsibilities beyond the normal load. Upon request, the President of the
- 14 LBTA will be notified, in writing, of the assignment and additional
- 15 compensation.
- 16 (2). All teachers should be expected to assume some extra school activities as part
- 17 of their regular teaching day. This would include class or club activities, bus
- 18 chaperoning, with consideration that the administration will distribute the load
- 19 evenly throughout the faculty.
- 20 G. Miscellaneous
- 21 (1). Contracts will be written after the first school board meeting in April and re-
- 22 written if credit and/or credential requirements are met and submitted to the
- 23 District Office by September 15. However, if change of status is anticipated,
- 24 notification, in writing, must be given the District Superintendent by April 1.
- 25 Work undertaken and completed during the summer preceding the current

1 teaching year will be applied and accredited to the teacher's present record. An
2 official transcript is needed. The responsibility of submitting correct data and
3 qualification for placement and reclassification rests with the teacher.

4 (2). No members of the bargaining unit shall be involved in evaluating teacher's
5 units.

6 (3). As each new teacher enters the system, he/she must have on file, within ninety
7 days after employment, a transcript of his/her work evaluated on the placement
8 form provided by the administration. A confirmation letter verifying the
9 number of upper division/graduate level units accepted by the District will be
10 sent within forty-five (45) days of initial employment. The current salary
11 placement shall remain the same or be adjusted accordingly to reflect the
12 number of upper division/graduate level units credited.

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

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

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

- 1 (7). The District shall provide each teacher, at his/her request, by April 30th of each
2 school year, with a statement of the number of units that the District has on file
3 for him/her.
- 4 (8). If a new job classification is established, the Board will negotiate with the
5 Association over the appropriate salary for that classification. If possible, said
6 negotiations shall take place prior to the filling of the position. If it is not
7 possible to complete negotiations prior to the filling of the position, the salary
8 subsequently agreed upon shall be retroactive to the first day the position was
9 filled.
- 10 (9). If there is any substantial change in the duties of any existing job assignment,
11 the Board will negotiate with the Association regarding possible modifications
12 in the salary for such position and any modification in the salary for such
13 position agreed to will become effective retroactive to the first day the change in
14 duties became effective.
- 15 (10). Any vacancy in the coaching staff shall be advertised within the school for the
16 vacancy; and, if no applications are received or selection made, then the
17 position shall be advertised within the District.
- 18 (11). Salaries paid on an hourly or daily basis shall be effective as of the date of the
19 execution of this Contract.
- 20 (12). To move from one class to another (other than “rewritten contracts”), official
21 transcripts or officially-stamped grade cards must be presented to the
22 administration on or before March 1 of the current year. The responsibility of
23 submitting correct data and qualifications for placement and reclassification
24 rests with the teacher.

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

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

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

16 (16) Shared Teaching Assignments

17 Eligibility

18 A. Shared teaching assignments shall be available only to permanent status
19 teachers who possess a clear credential, who are already employed by the
20 district and who have mutually agreed to work together on a 50/50 basis.

21 Teachers may submit their request for such an assignment to the Superintendent
22 or designee by February 2nd of the preceding school year.

23 B. Teachers requesting a shared assignment shall be informed of the status of
24 their proposal by April 20th.

1 C. The Superintendent or designee shall annually review the effectiveness of
2 the shared teaching assignment and determine whether or not it may continue
3 the following year. He/she shall notify the teachers of this decision on or before
4 March 15th of each year.

5 Hours and Responsibilities

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

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

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

17 Salary, Leaves, and absences

18 A. Each teacher will receive one half of his/her annual salary according to
19 individual placement on the salary schedule.

20 B. The employee and the district's contribution to the retirement system shall
21 be one half of that normally paid. Upon completing a year's work at half-time,
22 the teacher will receive one-half year of service toward advancement on the
23 salary schedule and one-half year's credit toward years of service in the
24 teachers' retirement system. Once a teacher has accrued a full year of service

1 credit, the service credit will be applied for advancement on the salary schedule
2 at the beginning of the next school year.

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

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

12 Health Plan

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

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

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

23 (19) "ADDITIONAL DAYS": The District, within its discretion, may request but not
24 require employees to work additional days beyond their regular work year.

25 Employees who agree to do so shall be paid on a per diem basis. Employees

1 shall be credited with one additional sick leave day for each such 16 additional
2 days worked in a fiscal year.

3 (20) Reassignment Due to Grade Level Fluctuations:

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

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

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

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

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

18
19 2. Extra Pay for Extra Duty:

20 A. A restructured Extra Duty Salary Schedule will become effective July 1, 1996. (See
21 Exhibit "C")

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

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

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

- 1 E. Upon the resignation of any of the parties in a split assignment, the remainder of the stipend
2 will not be shared, unless the resignation occurs prior to the start of the assignment.
- 3 F. New extra duty category placements will be submitted to the Los Banos Teachers'
4 Association for recommended levels of placement prior to inclusion on the Extra Duty
5 Schedule.
- 6 G. Reclassifications of categories will be subject to the negotiation process.
7 Extra Duty Stipends will be scheduled for payment by the nature of the assignment. (See
8 Exhibit "C")

9 3. Payment for Non-Teaching & Extracurricular Duties

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

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

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

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

- 21 1. Family care of the employee's dependent(s).
- 22 2. Serious illness of a member of his/her immediate family as defined in
23 Education Code Section 45194. The District shall require a physician's
24 written statement that the employee was required to be in attendance of
25 the immediate family member during the period of serious illness.

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

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

5 The employee will provide at least two weeks written notice, except in case of
6 emergency.

7 Minimum day conflict (tracking off) will be avoided through careful scheduling
8 whenever possible. If an employee is expected to complete a week at the outdoor
9 education site when they would be otherwise off duty, the per diem rate will be
10 paid. Per diem rate does not apply to trade days. A 6th grade teacher may trade
11 with another teacher once during the year for a total of two trips to the outdoor
12 education center. Teachers from other grade levels may attend once per year.

13 This is a straight day-for-day trade between teachers, with no per diem from the
14 district.

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

16 4. District Units for Advancement on the Salary Schedule

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

18 B. Missing a class or any part thereof requires the employee to make arrangements
19 with the instructor to make-up the missed time in order to qualify for the unit.

20 Units will not be granted if the employee misses two or more classes.

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

23 D. When a class can be taken for either compensation or a District Unit, the
24 employee must fill out the proper District form available on the first night of
25 instruction. The employee must check the space for either compensation or

1 District Unit, sign and return the form to the instructor by the end of the first class
2 session.

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

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

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

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

10 5. Recouping of Overpayments

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

21
22 **ARTICLE VII**

23 **STAFF DEVELOPMENT DAYS**

24 1. Staff Development Days

25 A. There shall be two (2) annual staff development days held in addition to the

1 regular work year. Staff development shall be paid at the per diem rate.

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

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

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

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

13 D. The District may schedule voluntary staff development days as a full day or in
14 portions less than a full day (for example – two (2) one-half (1/2) days or three (3) one-
15 third (1/3) days). Voluntary staff development shall be paid at the per diem rate.
16 These voluntary partial days may be scheduled after a normal workday, on weekends,
17 in the summer or at other times when a teacher is off-track.

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

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

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

1 development days.

2
3 **ARTICLE VIII**

4 **HEALTH, WELFARE AND RETIREMENT/LONGEVITY BENEFITS**

5 1. Employee Health & Welfare Benefits

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

8 B. Effective July 1, 2023, the district will cover a health benefit contribution up to a
9 maximum of \$24,000 annually. The Association reserves its right to make
10 changes to the level of insurance coverage, or insurance plans, available to its
11 members from California's Valued Trust.

12 By June 30, 2023, the District shall provide 2022-2023 bargaining unit members
13 with a one-time off schedule payment of \$2,000, on a separate check.

14 2. Medical Insurance for Retirees

15 A. Unit members who have worked for the District a minimum of twenty (20) school
16 years of full-time service and have reached the age of fifty-five (55) shall be
17 eligible for the retirees' medical insurance, prescription and multiphasic benefits
18 upon retirement until the retiree reaches the age of sixty-seven (67) years or until
19 Medicare eligible, which ever occurs first. Should Item three (3), below,
20 Retirement/Longevity, be eliminated, then twenty (20) shall be changed back to
21 twelve (12). Starting July 1, 2010 unit members who have worked for the District
22 for a minimum of twenty (20) school years of full-time service must reach the age
23 of fifty-seven (57) to be eligible for retirees' medical insurance, prescription and
24 multiphasic benefits. Starting July 1, 2020, unit members who have worked for
25 the District for a minimum of twenty (20) school years of full-time service must

1 reach the age of fifty-nine (59) to be eligible for retirees' medical insurance,
2 prescription and multiphasic benefits. Starting July 1, 2020 unit members who
3 wish to retire, and have reached the age of 57 and have worked for the District for
4 a minimum of twenty (20) school years of full-time service will be eligible for
5 Retirees Medical Insurance at age 59 if they maintain continuous coverage, at
6 their own cost, until age 59 with the current district medical provider and only if
7 this practice is allowed by the District's Medical Insurance carrier at the time the
8 employee retires. In cases of catastrophic illness/injury and with District approval
9 the unit member may become eligible for Retirees' Medical Insurance at age fifty-
10 five (55).

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

13 C. Said coverage will be provided for the retiring employee and eligible family
14 members under the age of sixty-seven (67) years or until Medicare eligible, which
15 ever occurs first.

16 D. Application shall be made to the District Office at least thirty (30) days prior to
17 retirement.

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

21 3. District Retirement/Longevity Benefit

22 A. The District shall pay to full-time unit members who have twenty (20) or more
23 years of service with the District a one-time retirement/longevity benefit upon
24 resignation from the District. To be eligible for this benefit, the unit member

1 must retire under the State Teacher Retirement System or the Public Employees
2 Retirement System the year of resignation.

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

- 5 (1). In cases of catastrophic illness/injury and with District approval.
- 6 (2). On a case-by-case basis where the unit member has District approval.

7 C. The benefit amount shall be computed based upon the difference between the
8 retiring employee's base salary as determined by the employee's placement on the
9 salary schedule at the time of retirement and the "average" salary for a potential
10 replacement employee. The "average" salary for a potential replacement
11 employee shall be calculated by adding the salaries listed on each step from Class
12 1, Step 1, through Class VI, Step 6, of the salary schedule in effect on the date of
13 retirement. Starting July 1, 2010 the "average" salary for a potential replacement
14 employee shall be calculated by adding the salaries listed on each step from Class
15 1, Step 1, through Class VI, Step 9, of the salary schedule in effect on the date of
16 retirement. The total of such salaries shall then be divided by the number of
17 affected steps to derive the "average" salary for the potential replacement
18 employee, (hypothetical: total salary of affected steps; \$660,000 divided by
19 twenty-two (22) salary schedule steps = \$30,000 average salary for the potential
20 replacement employee).

21 D. The one-time benefit paid to retiring unit members shall be based upon years of
22 service as follows:

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

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

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

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

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

9 4. Early Retirement Notification Incentive

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

15
16
17 **ARTICLE IX**

18 **LEAVES**

19 1. Sick Leave

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

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

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

- 1 D. The accumulated sick leave becomes available on the first required service day of
2 the annual duty year.
- 3 E. Sick leave for employees on less-than-full-time duty shall be in proportion as their
4 employment is to full time.
- 5 F. The Board may require a physician's verification of illness if the teacher has been
6 on sick leave for five (5) or more consecutive school days. Such ruling shall not
7 discriminate against evidence of treatment and the need therefore by the practice
8 of the religion of any well-recognized church or denomination.

9 2. Extended Illness Leave –

- 10 A. The District will continue its current practice of providing differential pay to
11 employees on extended illness or injury leave pursuant to Education Code section
12 44977(i.e., the difference in pay between the employee and a substitute, whether
13 or not a substitute is actually hired).
- 14 B. Education Code sections 44977 and 44978.1 (including any statutory changes
15 which may occur in the future) will govern the rules regarding extended illness or
16 injury leave for certificated employees.
- 17 C. Certificated employees will receive differential pay during “off-track” time and
18 accordingly, the five-month period of extended illness or injury leave under
19 section 44977 shall be considered to run when a certificated employee is “off-
20 track.”

21 3. Personal Leave

- 22 A. Each employee of the bargaining unit shall be entitled to use two (2) days of sick
23 leave for personal leave per school year.
- 24 B. Employees planning to use such leave shall notify their supervisor, on the
25 appropriate district form, at least forty-eight (48) hours in advance of such usage.

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

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

5 4. Personal Necessity Leave

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

9 B. Acceptable reasons for personal necessity are:

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

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

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

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

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

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

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

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

6 (9). Imminent danger to the home of the employee serious in nature which,
7 under the circumstances, cannot be disregarded and requires attention during
8 assigned hours of service. (Advance permission required).

9 (10). Unable to report for work at an assigned time due to a natural catastrophe
10 or a strike by public transportation employees which prohibits the timely
11 return of the employee. (Advance permission not required).

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

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

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

22 5. Bereavement Leave

23 A. Every person employed by the Los Banos Unified School District in a position
24 requiring certification qualifications is entitled to a leave of absence, not to
25 exceed three (3) days, or five (5) days if out-of-state travel is required, on account

1 of death of any member of his/her immediate family. No deduction shall be made
2 from salary of such employee, nor shall such leave be deducted from any other
3 leave granted by the Board of Education. Members of the immediate family shall
4 include: mother, father, grandmother, grandfather or a grandchild of the
5 employee or of the spouse of the employee, and the spouse, son, son-in-law,
6 daughter, daughter-in-law, brother or sister of the employee or any relative living
7 in the immediate household of the employee.

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

10 6. Jury Duty Leave or Subpoenaed Witness

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

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

17 7. Pregnancy Leave

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

20 8. Child Rearing Leave

21 A. Paid Parental Leave

22 1) An employee shall be entitled to use up to 12 work weeks of parental leave
23 for reason of the birth of a child or the placement of a child with the employee in
24 connection with the adoption or foster care of the child by the employee.

25 Parental leave shall run concurrently with unpaid leave under the California

1 Family Rights Act (CFRA). Current and accumulated sick leave shall be used
2 for parental leave until it is exhausted. Thereafter, the employee shall receive
3 differential pay as described in Article IX, Section 2 for the remainder of the up
4 to 12 work week period. Parental leave under this section shall be interpreted
5 consistently with CFRA, except that an employee shall be eligible for parental
6 leave even if he/she did not work 1,250 hours during the previous 12 months.
7 The total aggregate parental leave and CFRA leave taken shall not exceed 12
8 work weeks in a 12 month period.

9 B. Short-Term Child-Rearing Leave Without Pay

- 10 1) An employee who exhausts paid parental leave shall be entitled to use short-
11 term child rearing leave. Short-term child-rearing leave is designed to provide
12 parental rest and child care and is for a period of time less than one (1) school
13 year. No compensation shall be allowed for such leave. This leave can be
14 used for a natural-born or adopted child.

15 C. Long-Term Child-Rearing Leave Without Pay

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

- 21 (2).No compensation or advancement on the salary schedule will be allowed for
22 such leave, unless minimum service requirements are met. No step or class
23 advancement under the salary schedule shall be deemed earned, nor will credit
24 be given for this purpose, for either the year the leave of absence commences
25 or the year the leave of absence terminates, unless ninety (90) school days are

1 served during the year concerned. However, this leave will not constitute a
2 break in the continuity of service for tenure purposes.

3 (3). If a long-term, child-rearing leave is requested for a natural-born child, the
4 following shall be adhered to:

5 (a). The employee will notify the District in writing when the fact of her
6 pregnancy is established with reasonable certainty.

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

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

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

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

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

20 9. Industrial Accident Leave – Education Code Section 44984, Required Rules for

21 Industrial Accident and Illness Leaves of Absence:

22 A. Governing boards of school districts shall provide by rules and regulations for
23 industrial accident and illness leaves of absence for persons employed in a
24 position requiring certification qualifications. The governing board of any district
25 which is created or whose boundaries or status is changed by an action to organize

1 or re-organize districts completed after the effective date of this section shall
2 provide by rules and regulations for such leaves of absence on or before the date
3 on which the organization or re-organization of the district becomes effective for
4 all purposes as provided in Section 4064 of this Code.

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

6 (1). Allowable leave shall be for not less than sixty (60) days during which the
7 schools of the District are required to be in session or when the employee
8 would otherwise have been performing work for the District in any one fiscal
9 year for the same accident.

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

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

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

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

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

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

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

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

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

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

5 10. Sabbatical Leave

6 A. Purpose

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

9 B. Eligibility

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

15 C. Extent and Distribution of Leaves

16 (1). The number of employees absent on sabbatical leave, at one time, shall not
17 exceed three (3) percent (to the nearest whole number) of the total number of
18 certificated employees.

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

22 D. Application Procedure

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

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

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

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

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

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

12 E. Sabbatical Leave Requirements

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

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

24 (3). When seeking sabbatical leave for research, the applicant shall submit a
25 detailed outline of his/her proposed project for review. This detailed outline

1 might include the following: objectives, method of conducting the project,
2 materials and agencies or institutions, project completion date with
3 completion dates for sub-portions and proposed method of preparing final
4 report, with bibliography, upon completion of the leave.

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

11 F. Compensation While on Sabbatical Leave

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

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

18 (3). Applicants who desire to receive salary allowance while on sabbatical leave
19 must furnish a suitable bond indemnifying the District for any salary paid the
20 employee during the period of the sabbatical leave in the event the employee
21 fails to return to render two (2) full years of service to the District following
22 the termination of the sabbatical leave, or in the event the employee fails to
23 satisfactorily carry out the program of study or the itinerary of the approved
24 trip.

1 (4). The employee shall make arrangements with the Los Banos Unified School
2 District business office for the disposition of his/her salary warrant each
3 month by authorizing a written appointment of a bank or depository to receive
4 his/her salary, or the disposition according to an appropriate and fully-
5 executed power of attorney.

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

15 G. Effect Upon Position Status, Salary Increments and Retirement

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

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

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

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

4 H. Accident and Illness While on Sabbatical Leave

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

10 I. Other Provisions and Terms of this Sabbatical Leave Policy

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

14 11. Study Leave

- 15 A. The Board may grant a teacher an uncompensated leave of absence to pursue
16 educational improvement and advancement. Such leave shall be for a minimum
17 of one (1) semester and a maximum of one (1) school year.
- 18 B. A teacher shall apply to the Board for such leave no later than four (4) weeks
19 before its anticipated commencement.
- 20 C. A teacher granted a study leave may continue to participate in the district's group
21 insurance plans. The total premium paid for said insurance coverage shall be paid
22 in advance on the first day of the month following the last coverage month of
23 active employment. Post-dated checks for the number of months on study leave
24 will be accepted in lieu of full payment. Failure to make the premium payment as
25 stipulated will terminate coverage.

1 12. Catastrophic Leave Bank

2 A. Creation

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

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

9 (3). Days in the Bank shall accumulate from year to year.

10 (4). Days shall be contributed to the Bank and withdrawn from the Bank without
11 regard to the daily rate of pay of the Bank participant.

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

16 B. Eligibility and Contributions

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

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

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

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

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

7 (6). Contributions shall be made within thirty (30) days of the first day of service
8 of each school year. Unit members returning from extended leave which
9 included the enrollment period and new hires will be permitted to contribute
10 within thirty (30) calendar days of beginning work. The District shall supply
11 enrollment forms for the Bank to all new unit members and those unit
12 members returning from leave.

13 (7). The annual rate of contribution by each participating unit member for each
14 school year shall be limited to one (1) day of sick leave which shall be
15 deemed to equate to the legal minimum required by *Education Code* 44043-5.

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

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

24 C. Withdrawal from the Bank

- 1 (1). Bank participants whose sick leave is exhausted may withdraw from the Bank
2 for catastrophic illness or injury. Catastrophic illness or injury shall be
3 defined as any illness or injury that incapacitates a unit member or a member
4 of the unit member's family for over ten (10) consecutive duty days which
5 requires the unit member to take time off work to care for that family member.
6 If a reoccurrence or a second illness or injury incapacitates a unit member or
7 member of the unit member's family within twelve (12) months, it shall be
8 deemed catastrophic after five (5) consecutive days. Thus, a unit member
9 who used the Bank, after exhaustion of sick leave, for twenty-five (25) days to
10 care for his/her spouse who dies of cancer, and, after returning to work suffers
11 a heart attack, shall be deemed to have a second catastrophic illness and may
12 again withdraw from the Bank after five (5) consecutive days off work.
13 Exceptions to the ten (10) or five (5) consecutive duty day requirement will be
14 considered by the Bank Committee upon submission of a letter of request.
15 Treatments, surgeries and medical procedures which are due to an ongoing
16 catastrophic condition will be considered by the Bank Committee for
17 allotment of less than the required ten (10) or five (5) days specified above.
18 Exceptions will not be made for common illness.
- 19 (2.) Unit members must use all sick leave, but not differential leave, as defined in
20 Article IX, Section 1, available to them before eligible for a withdrawal from
21 the Bank.
- 22 (3). Unit members who have exhausted sick leave, but still have differential leave
23 available, are eligible for a withdrawal from the Bank. The District shall pay
24 the unit member full pay and the Bank shall be charged one-half (1/2) day.

- 1 (4). The first twenty (20) days of illness or disability (10 days for first-year
2 teachers), must be covered by the unit member's own sick leave, differential
3 leave or leave without pay the first time said unit member qualifies for a
4 withdrawal from the Bank. Differential leave shall run concurrently with
5 catastrophic leave from the Bank. For subsequent withdrawals within twelve
6 (12) consecutive months, the first five (5) duty days of illness must be covered
7 by the unit member's own sick leave, differential leave or leave without pay.
- 8 (5). If a unit member is incapacitated, applications may be submitted to the
9 Committee by the participant's agent or member of the unit member's family.
- 10 (6). Withdrawals from the Bank shall be granted in units of no more than thirty
11 (30) duty days. Unit members may submit requests for extensions of
12 withdrawals as their prior grants expire. A unit member's withdrawal from
13 the Bank may not exceed the statutory maximum period of twelve (12)
14 consecutive months.
- 15 (7). Unit members applying to withdraw or extend their withdrawal from the Bank
16 will be required to submit a doctor's statement indicating the nature of the
17 illness or injury and the probable length of absence from work. Members of
18 the Committee shall keep information regarding the nature of the illness
19 confidential. A unit member's withdrawal may not exceed the statutory
20 maximum period of twelve (12) consecutive months.
- 21 (8). The lifetime maximum that a member can withdraw from the Catastrophic
22 Leave Bank is 20 days less than the contracted work year of the member. (e.g.
23 Contracted work year is 182 days, member would be eligible for a lifetime
24 maximum withdrawal of 162 days, 182 days minus 20 days.

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

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

21 (11). When the Committee may reasonably presume that the applicant for a draw
22 may be eligible for a disability award or a retirement under STRS, or, if
23 applicable, Social Security, the Committee may request that the unit member
24 apply for disability or retirement. Failure of the unit member to submit a
25 complete application, including medical information provided by the unit

1 member's physician, within twenty (20) calendar days of the request shall
2 disqualify the unit member for further Bank payments. Any requests for
3 additional medical information from STRS or Social Security shall be
4 submitted within ten (10) days or the unit member's entitlement to Bank
5 payments will cease. If denied benefits by STRS or Social Security, the
6 applicant must appeal or entitlement to the Bank shall cease.

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

13 (13). Withdrawals shall become effective immediately upon the exhaustion of sick
14 leave or the waiting periods provided for in Article IX, Section 12, B-6 and C-
15 4, whichever is greater. For example, if a unit member contributed when first
16 eligible to contribute (section A-3) and had twenty (20) days of accumulated
17 sick leave when the illness began (section C-4), he/she shall begin
18 withdrawing upon the twenty-first (21st) duty day, if otherwise eligible. If the
19 unit member had twenty-five (25) days of sick leave at the beginning of the
20 illness, he/she shall begin withdrawing days on the twenty-sixth (26th) duty
21 day. If the unit member had five (5) days of sick leave at the beginning of the
22 illness, he/she shall begin withdrawing on the twenty-first (21st) duty day.

23 (14). Bank unit member participants who are denied a withdrawal or whose
24 withdrawal is not renewed or terminated may, within thirty (30) days of
25 denial, appeal the decision to the Association's representative council.

1 Decisions made by the Association's representative council are final and not
2 subject to the grievance procedure outlined in the Agreement.

3 (15). Any unit member who draws from the Bank must remain a member of the
4 Bank for a minimum of five (5) consecutive work years after returning to
5 work or until leaving the District.

6 D. Administration of the Bank

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

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

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

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

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

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

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

24 (b). The names of participating unit members.

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

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

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

4 (f). The total number of days awarded during the previous month and
5 to whom they were awarded.

6 (g). The total number of days remaining in the Bank on the last day
7 of the month.

8 (6). By the tenth (10th) day of each calendar month, the District shall notify the
9 Committee of the following:

10 (a). The names of any additional unit members who have joined in
11 accordance with Section B.

12 (b). The names of any unit members who have canceled participation in
13 accordance with Section B.

14 (c) The number of days contributed by unit members for the current
15 year.

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

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

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

24
25 **ARTICLE X**

TRANSFERS

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

4 2. Voluntary Transfers

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

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

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

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

20 4. After April 15, all postings shall be open to all qualified applicants (internal
21 and external.) For vacancies filled after April 15 for the following school year,
22 no priority shall be given to unit members over qualified applicants pursuant
23 to Ed. Code 35036.

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

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

6 3. Involuntary Transfers

7 A. The District reserves the right to transfer certificated staff to meet the needs of the
8 District. District needs for Special Services shall be worked out with the
9 Bargaining Team on a case-by-case basis.

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

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

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

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

23
24 **ARTICLE XI**

25 **CLASS SIZE**

- 1 1. Except as provided in Section 2, class sizes shall not exceed:
- 2 TK = 24
- 3 Kindergarten = 31
- 4 Grade 1-3 = 31
- 5 Grade 4-6 = 33
- 6 2. The class sizes indicated in Section 1 may be exceeded; however, the following
- 7 actions will be taken:
- 8 (A). The teacher shall receive \$15 per pupil for each day that the class is affected
- 9 as per Section 3.
- 10 (B). When a teacher's class size exceeds the levels indicated in Section 1,
- 11 additional students shall not be added to such teacher's class when another
- 12 teacher at the same school and same grade level has fewer students in his/her
- 13 class, unless there is a reasonable basis for not balancing classes at that site
- 14 and grade level.
- 15 3. The first 20 instructional days of the school year will be exempt from the above
- 16 provisions, and such provisions will be implemented beginning either on the 21st
- 17 instructional day of the school year or, thereafter, on the 1st day the class size limits in
- 18 Section 1 are exceeded as per Section 2, and continuing until either class size limits in
- 19 Sections 1 are no longer exceeded as per Section 2 or until the last instructional day
- 20 of the school year.
- 21 4. For the purpose of Section 1, combination classes will be considered in the class size
- 22 category of the lowest grade level of students enrolled in the class.
- 23 5. "EQUITABLE DISTRIBUTION": As nearly as practicable, students shall be
- 24 distributed equitably among classes within a grade level by gender, ability and
- 25 numbers.

1 6. (A). In grades 7-8 a reasonable effort shall also be made to achieve equitable class
2 sizes. The total teaching load assigned to a teacher shall not exceed 165 student
3 contacts per day and the total teaching load assigned to a physical education teacher
4 shall not exceed 225 student contacts per day, except as per Section 7. Classes in which
5 larger group instruction is recognized as valuable to the educational experience
6 including band, choir, drama, and Associated Student Body (ASB) are excluded from
7 this student contact limit. The Parties shall mutually agree in a memorandum of
8 understanding to exclude other classes with larger group instruction on a case by case
9 basis. A teacher with a paid preparation period shall not exceed 198 student contacts
10 per day and 270 for P.E., except as per Section 7.

11 (B). In grades 9-12 a reasonable effort shall also be made to achieve equitable class
12 sizes. The total teaching load assigned to a teacher shall not exceed 175 student
13 contacts per day and the total teaching load assigned to a physical education teacher
14 shall not exceed 240 student contacts per day, except as per Section 7. Classes in which
15 larger group instruction is recognized as valuable to the educational experience
16 including band, choir, drama, and Associated Student Body (ASB) are excluded from
17 this student contact limit. The Parties shall mutually agree in a memorandum of
18 understanding to exclude other classes with larger group instruction on a case by case
19 basis. A teacher with a paid preparation period shall not exceed 210 student contacts
20 per day and 288 for P.E., except as per Section 7.

21 7. If the student contact levels indicated in Section 6 are exceeded, the following actions
22 will be taken:

23 (A). The teacher shall receive additional compensation in the amount of \$3.00/student
24 contact for each day that the student contact levels are exceeded. The first 20
25 instructional days of the school year will be exempt from the above provisions, and

1 such provisions will be implemented beginning either on the 21st instructional day of
2 the school year or, thereafter, on the 1st day the student contact levels in Section 6 are
3 exceeded, and continuing until either the student contact levels in Section 6 are no
4 longer exceeded or until the last instructional day of the school year.

5 (B). When a teacher's student contacts exceed the levels indicated in Section 6,
6 additional students shall not be added to such teacher's classes when another teacher at
7 the same school site and same grade level has fewer student contacts unless there is a
8 reasonable basis for not balancing classes at that site and grade level.

9 8. Special Education. Excluding SDC teachers, for all other Special Education Teachers
10 and Speech and Language Pathologists (SLPs), "caseload" shall be considered in lieu of
11 "class-size" in order to determine limits for the purpose of this Article XI (Class Size).
12 "Caseload" refers to the number of students with an Individual Education Plan (IEP) for
13 whom the Special Education Teacher/SLP provides services and service minutes that
14 are designated in the IEP. "Caseload" does not include students added to the caseload
15 for the purpose of assessment only.

16 (A). Special Education Teachers shall have a maximum caseload of 28 students except
17 as per Section 9 and 10. As necessary and with the agreement of the Special Education
18 Teacher, the District may request a waiver from the State Board of Education to
19 increase the caseload to no more than 32 students. Pursuant to such a waiver, Special
20 Education Teachers shall have a maximum of 32 students, except as per Section 9.

21 (B). SLPs shall have a maximum caseload of 55, except as per Section 9.

22 (C). SLPs who provide services exclusively to students in Early Childhood programs
23 shall have a maximum caseload of 40, except as per Section 9.

24 (D). SLPs who serve a combination of students in Early Childhood programs and
25 elementary/secondary grades shall have caseload limits as follows:

1 If a SLP serving students in an Early Childhood program is also assigned cases in the
2 elementary/secondary grades, the SLP shall receive additional compensation for
3 every case over 40 as per Section 9. If a SLP serving students to the
4 elementary/secondary grades is also assigned cases in an Early Childhood program,
5 the SLP shall receive additional compensation for every case over 55 as per Section
6 9.

7 9. In the event that the caseload limits in Section 8 are exceeded and when permitted by
8 statute, the following actions will be taken:

9 (A). Excluding SDC teachers, Special Education Teachers shall receive \$15 per pupil
10 for each day their caseload limit exceeds 28. The first 20 instructional days of the
11 school year will be exempt from the above provisions, and such provisions will be
12 implemented beginning either on the 21st instructional day of the school year or,
13 thereafter, on the 1st day caseload limits exceed 28, and continuing until either the
14 caseload decreases to 28 or until the last instructional day of the school year.

15 (B). A SLP shall receive \$15 per pupil for each day that the caseload limit in Section
16 8 is exceeded. The first 20 instructional days of the school year will be exempt from
17 the above provisions, and such provisions will be implemented beginning either on
18 the 21st instructional day of the school year or, thereafter, on the 1st day caseload

19 limits

20 in Section 8 are exceeded, and continuing until either the caseload limits in Section 8
21 are no longer exceeded or until the last instructional day of the school year. When the
22 caseload limits for SLPs are exceeded, the District may elect to provide additional
23 Speech Language Pathologist Assistant (SLPA) support in lieu of providing
24 additional compensation.

25 10. Effective July 1, 2023, SDC Class Sizes shall not exceed:

1 (A). Elementary =16

2 (B). Secondary =22

3
4 **ARTICLE XII**

5 **PART-TIME EMPLOYMENT WITH FULL RETIREMENT CREDIT**

- 6 1. The employee must have reached the age of fifty-five (55) prior to reduction in
7 workload.
- 8 2. The employee must have been employed full time in a position requiring certification
9 for at least ten (10) years, of which the immediately-preceding five (5) years were full-
10 time employment.
- 11 3. The option of part-time employment must be exercised with the mutual consent of the
12 Board and the employee and can be revoked only with the mutual consent of the Board
13 and the employee.
- 14 4. The employee shall be paid a salary which is the prorated share of the salary he/she
15 would be earning had he/she not elected to exercise the option of part-time
16 employment, but shall retain all other rights and benefits for which he/she makes the
17 payments that would be required if he/she remained in full-time employment. The
18 employee shall receive health benefits as provided in Section 53201 of the Government
19 Code in the same manner as a full-time employee.
- 20 5. The minimum part-time employment shall be the equivalent of one-half of the number
21 of days of service required by the employee's contract of employment during his/her
22 final year of service in a full-time position.
- 23 6. Any teacher who is interested in participating in the program shall notify the Human
24 Resources Certificated Personnel Office no later than March 15th.

- 1 7. An employee wishing to change status from part-time to full-time employment has all
2 the rights and privileges as listed in the Voluntary Transfer section of this Agreement.
3 8. STRS approval must be received in advance of participation in this plan.
4
5

6 **ARTICLE XIII**

7 **SAFETY**

- 8 1. The California Occupational Safety and Health Act of 1973 was enacted for the
9 purpose of assuring safe and healthful working conditions for all California working
10 men and women. Therefore, the Board of Education of the District adopts the
11 following policy statements regarding the safety program and organization under the
12 Act:
- 13 A. The District intends to comply with all safety laws and ordinances.
 - 14 B. The safety of District employees, students, the public and its operations are
15 paramount in the activities of the District.
 - 16 C. Safety measures and procedures will take precedence over expediency or short
17 cuts which would create an unsafe practice.
 - 18 D. Every attempt will be made to reduce the possibility of accident occurrence and
19 assure a safe and healthful work area.
 - 20 E. Teachers shall not be required to work under unsafe conditions or to perform
21 tasks which endanger their health, safety or well-being. The District shall provide
22 adequate pest control for ants, mice, spiders, et cetera.
 - 23 F. The District shall provide and maintain adequate lighting which complies to
24 accepted State standards.
25

1 **ARTICLE XV**

2 **PERSONNEL FILES**

- 3 1. Materials in personnel files of employees which may serve as a basis for affecting
4 the status of their employment are to be made available for the inspection of the
5 person involved.
- 6 2. Such material is not to include ratings, reports or records which (1) were obtained
7 prior to the employment of the person involved (2) were prepared by identifiable
8 examination committee members or (3) were obtained in connection with a
9 promotional examination.
- 10 3. Every employee shall have the right to inspect such materials upon request,
11 provided that the request is made at a time when such person is not actually
12 required to render services to the employing District.
- 13 4. Information of a derogatory nature, except materials mentioned in the second
14 paragraph of this section, shall not be entered or filed unless and until the
15 employee is given notice and an opportunity to review and comment thereon. An
16 employee shall have the right to enter, and have attached to any such derogatory
17 statement his/her own comments thereon. Such review shall take place during
18 normal business hours, with no loss in compensation for the employee.
- 19 5. Upon written authorization by the teacher, a representative of the Association
20 shall be permitted to examine and/or obtain copies of materials in such teacher's
21 personnel file. Costs for such copies shall be incurred by the Association, and a
22 receipt shall be provided the Association.
- 23 6. Material placed in a teacher's personnel file shall be dated and signed by the
24 originator, and a copy transmitted to the teacher concerned.

- 1 7. Access to personnel files shall be limited to the members of the District
2 administration on a need-to-know basis. Board of Education members may
3 request the review of a teacher’s file at a personnel session of the Board. The
4 contents of all personnel files shall be kept in the strictest confidence.
- 5 8. Personnel files may be purged by mutual agreement.

6

7 **ARTICLE XVI**

8 **GRIEVANCES**

9 1. **Definitions**

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

23 2. **Informal Level**

- 24 A. A grievant is encouraged to resolve the grievance at an informal conference with
25 his/her immediate supervisor.

1 B. The grievant may have representation at informal conferences.

2 3. Formal Level

3 A. The Association shall have the right to represent the grievant at Level One and at
4 Level Two.

5 B. The grievant cannot advance to Level Three or to Level Four without the grievant
6 appealing to and gaining the approval of the LBTA.

7 C. If a grievance advances to Level Three or Level Four, the LBTA becomes the
8 primary party in the grievance.

9 D. Level One

10 (1). Within ten (10) days after the occurrence of the act or omission giving rise to
11 the grievance, the grievant must present his/her grievance, in writing on a
12 grievance form (Exhibit F), to his/her immediate supervisor, as designated by
13 the District.

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

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

21 E. Level Two

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

- 1 (2). This statement should include a copy of the original grievance, the decision
2 rendered and a clear, concise statement of the reasons for the appeal.
- 3 (3). The Superintendent may communicate his/her decision in writing to the
4 grievant within ten (10) days after receiving the appeal. Either the grievant or
5 the Superintendent may request a personal conference within the above time
6 limit.

7 F. Level Three

- 8 (1). If the Superintendent fails to respond within the time limit specified in Level
9 Two or if the grievant is not satisfied with the decision rendered, he/she may,
10 within five (5) days, file with the LBTA on the grievance form, a request to
11 appeal the decision to Level Three. A duplicate of the request sent to the
12 LBTA shall be filed with the Superintendent. Upon receiving the grievant's
13 request for a Level Three hearing, the LBTA has twenty (20) days to make a
14 decision. Should the LBTA agree to an appeal to Level Three, it must fill out
15 and submit the appropriate forms to the Superintendent within five (5) days
16 after the appeal to Level Three is approved by the LBTA.
- 17 (2). If the Association and the Board of Education mutually agree to bypass the
18 hearing, the grievance shall advance to Level Four number two (2), within
19 five (5) days of the decision to bypass Level Three.
- 20 (3). The statement of appeal to the Board of Education shall include a copy of the
21 original grievance and appeal, the decision rendered and a clear, concise
22 statement of the reasons for the appeal.
- 23 (4). The informal hearing must be held by the Board of Education within twenty
24 (20) days after the District receives the appeal.

- 1 (5). The informal hearing shall be held in closed session. The Association and the
2 District shall discuss the various aspects of the grievance in the presence of
3 the Board of Education. If the grievance was originally filed by an individual,
4 he/she may be present and shall be allowed to present a clear and concise
5 statement which explains his/her rationale for the grievance.
- 6 (6). At the informal hearing before the Board of Education, the Association must
7 specify the remedy it seeks as a resolution to the grievance.
- 8 (7). The Board of Education may communicate its decision in writing to the
9 grievant and the Association within five (5) days after the informal hearing.

10 G. Level Four

- 11 (1). If the Board of Education fails to respond within the time limit specified in
12 Level Three or if the grievant is not satisfied with the decision rendered,
13 he/she may, within five (5) days file with the LBTA on the grievance form, a
14 request to appeal the decision to Level Four. A duplicate of the request sent to
15 the LBTA shall be filed with the Superintendent. Upon receiving the
16 grievant's request for a Level Four hearing, the LBTA has twenty (20) days to
17 make a decision. Should the LBTA agree to an appeal to Level Four, it must
18 submit a request in writing for binding arbitration of the dispute to the
19 Superintendent within five (5) days after the appeal to Level Four is approved
20 by the LBTA.
- 21 (2). The parties shall select a mutually-acceptable arbitrator. Should they be
22 unable to agree on an arbitrator within ten (10) days of the Association's
23 submission of the grievance to arbitration, submission of the grievance shall
24 be made through the California Conciliation Service for a panel of American
25 Arbitration Association arbitrators. In any event, the parties will then be

1 bound by the rules and procedures of the American Arbitration Association in
2 the selection of an arbitrator and the arbitrator shall proceed under the
3 voluntary Labor Arbitration Rules of said Association.

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

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

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

16 **ARTICLE XVII**

17 **PERSONNEL EVALUATION**

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

21 2. Rationale: The purpose of evaluation is the improvement of instruction. To achieve
22 this, evaluation should be founded upon goals and/or objectives.

23 A. Grade level, departmental or program goals and/or objectives.

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

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

3 4. Definition of Terms

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

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

9 5. Prime Evaluator: Principal or his/her designee.

10 Superintendent or his/her designee for members of the bargaining unit not assigned to a
11 particular school principal.

12 6. Process

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

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

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

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

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

2 (3). A statement of philosophy and goals of the Los Banos Unified School
3 District.

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

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

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

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

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

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

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

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

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

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

- 1 I. The evaluation of the evaluatee shall be based upon the performance of the
2 evaluatee in implementing and carrying out the domains of the professional
3 responsibilities as outlined in the certificated evaluation form (Exhibit F).
- 4 J. Certificated employees shall have the opportunity to append written statements of
5 their views to any part of the evaluation document, and such statements shall be
6 permanent parts of their personnel record.
- 7 K. A disagreement which arises over the acceptability of the member's specific
8 objectives shall be mediated by a mutually-acceptable site or district administrator
9 whose decision shall be final.
- 10 L. The evaluation procedures shall consist of the following as deemed necessary by
11 the prime evaluator and established at the initial evaluatory conference.
- 12 (1). Classroom Observations:
- 13 (a). Teacher requested for specific purpose
14 (b). Evaluator requested for specific purpose
15 (c). Unannounced observation
16 (d). Other as mutually agreed upon
- 17 M. Evaluation and assessment of the performance of each certificated employee shall
18 be made on a continuing basis, at least once each school year for probationary
19 personnel, and also the first year after attaining permanent status. At the initial
20 Stull Bill conference of the second year of permanent status and for all teachers
21 with permanent status, the teacher and his/her prime evaluator will discuss
22 evaluation each year and may agree to extend evaluation for one year based on the
23 following parameters: 1) Teachers who have been employed in the district for
24 less than ten (10) years and have permanent status, must be evaluated at least
25 every other year. 2) Teachers who have been employed in the district for ten (10)

1 or more years, who are highly qualified and whose previous evaluation rated the
2 employee as meeting or exceeding standards may agree with his/her prime
3 evaluator to extend the next evaluation for one year. A maximum of four
4 consecutive extensions may be given. All permanent status teachers who meet
5 this criteria, shall be evaluated at least once every five years. The evaluation shall
6 include recommendations, if necessary, as to areas of improvement in the
7 performance of the employee. For a teacher with permanent status and an overall
8 satisfactory evaluation, a Support Plan may be put in place to help strengthen the
9 needed areas for improvement. The teacher will be consulted in the development
10 of the plan. In the event there is a disagreement as to specific recommendations
11 of the plan, it shall be mediated by the Superintendent or designee at the District
12 level whose decision shall be final. When an employee is not performing his or
13 her duties in a satisfactory manner according to the standards prescribed by the
14 Governing Board, the employing authority shall notify the employee in writing of
15 such fact and describe such unsatisfactory performance. The employing authority
16 shall thereafter confer with the employee, making specific recommendations as to
17 areas of improvement in the employee's performance and endeavor to assist the
18 employee in such performance and a Support Plan may be put in place.

19 N. Any permanent certificated employee that has received "Overall Evaluation-Does
20 Not Meet Standards", will be referred to the PAR Program as outlined in Article
21 XVIII of the Agreement. The site administration will also develop an
22 improvement plan for the employee. Failure to make satisfactory progress will
23 result in further action by the District. The employing authority shall annually
24 evaluate the employee until the employee achieves an "Overall Evaluation-Meets
25 Standards" or is separated from the District. Any evaluation performed pursuant

1 to this article which contains “Needs Strengthening” or “Does Not Meet
2 Standards” rating of an employee’s performance in the area of teaching methods
3 or instruction may include the requirement that the certificated employee shall, as
4 determined necessary by the employing authority, participate in a program
5 designed to improve appropriate areas of the employee’s performance and to
6 further pupil achievement and the instructional objectives of the employing
7 authority.

8 **ARTICLE XVIII**

9 **PEER ASSISTANCE AND REVIEW**

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

17 1. Participants

18 A. All members of the bargaining unit.

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

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

21 A. Referred Teacher

- 22 (1). A teacher with permanent status is assigned to the PAR Program upon
23 receiving an overall evaluation of “Teacher does not meet standards” by their
24 prime evaluator on the “Evaluation Instrument”.
25

- 1 (2). A plan for a teacher receiving assistance to improve his/her performance in
2 the areas of teaching methods or instruction shall include:
 - 3 (a). Instructional skills
 - 4 (b). Knowledge of subject area
 - 5 (c). Classroom management
 - 6 (d). Performance as a teacher
- 7 (3). Teachers referred to the PAR Program have the right to appear before the
8 PAR Panel to provide additional information regarding their placement in the
9 program.
- 10 (4). Participation is mandatory for teachers referred to the PAR Program.
- 11 (5). The term of assistance for an involuntary participant shall not exceed two
12 years.
- 13 (6). All communications concerning a Referred Teacher recommended for,
14 participating in, or exited from the PAR Program must be kept in confidence.
- 15 (7). A Referred Teacher will be assigned a Consulting Teacher .
- 16 (8). Change of Consulting Teacher during term of assistance
 - 17 (a). Can be requested by a Referred Teacher
 - 18 (b). Can be requested by a Consulting Teacher
 - 19 (c). Request for a change of a Consulting Teacher must be in writing and
20 sent to the Panel
 - 21 (d). Requests for a change of a Consulting Teacher must be approved by the
22 Panel.
 - 23 (e). Consulting teachers must be available in order to honor requests for a
24 change.
- 25 (9). Procedure at the conclusion of the term of assistance

- 1 (a). Consulting Teacher completes a final report on the approved form
- 2 (b). The final report and a copy of the report must be given to the Referred
- 3 Teacher for his/her signature
- 4 (c). The Referred Teacher's signature on the final report does not denote
- 5 his/her agreement with the report, but only that he/she was given a copy
- 6 of the report
- 7 (d). The Referred Teacher has the right to submit a written response to the
- 8 Consulting Teacher's final report and have it attached to the final report
- 9 prior to its submission to the Panel
- 10 (e). The Referred Teacher has the right to meet with the Panel before the
- 11 Panel's written recommendation is forwarded to the Board. The
- 12 Referred Teacher can have an Association representative present when
- 13 he/she meets with the Panel
- 14 (f). The Panel is required to send a recommendation to the Board for each
- 15 Referred Teacher at the conclusion of their term. The recommendation
- 16 is generated from a review of the Consulting Teacher's final report and
- 17 the Prime Evaluator's report
- 18 (g). Recommendation of the Panel
- 19 I. Referred teacher exited from the program as determined by an
- 20 "Overall Evaluation-Meets Standards" by the Prime Evaluator.
- 21 II. Referred Teacher continued in the program for a second year based
- 22 on an "Overall Evaluation-Does Not Meet Standard" by the prime
- 23 evaluator.

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

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

- 5 (1). A Volunteer Teacher is a teacher with permanent status who volunteers to
6 participate in the PAR Program
- 7 (2). The purpose of participating in the program is for peer assistance
- 8 (3). Consulting Teachers are not permitted to fill out any reports about a Volunteer
9 Teacher
- 10 (4). Volunteer Teachers may terminate their participation in the program at any
11 time
- 12 (5). The maximum term of assistance is for one (1) school year
- 13 (6). The Panel has the authority to admit volunteers into the program on an annual
14 basis or, when available, to complete the term of a volunteer who withdraws
15 from the program.
- 16 (7). All communication between the Consulting Teacher and a Volunteer Teacher
17 is confidential and cannot be shared with others, including, but not limited to,
18 the site administrator, the prime evaluator and the Panel
- 19 (8). All materials generated by participation in the PAR Program will be returned
20 to Volunteer Teachers at the conclusion of their participation

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

- 22 (1). The Panel consists of two (2) certificated classroom teachers chosen by the
23 Association and one (1) administrator chosen by the District
- 24 (2). Panel members will have a three (3) year, staggered term
- 25 (3). Rules and Procedures for Panel

- 1 (a). Panel determines its own meeting schedule
- 2 (b). A quorum is three (3) members
- 3 (c). Meetings will take place during the teacher workday
- 4 (d). Teachers will be released from their regular duties to attend meetings without
- 5 a loss of pay, benefits or sick leave
- 6 (e). Other meetings and duties may require Panel Members to meet outside the
- 7 regular workday
- 8 (f). Decisions of the Panel determined by a majority vote
- 9 (g). The Chair of the Panel will alternate on an annual basis with a teacher serving
- 10 one year and the administrative member of the Panel the following year

11 (4). Responsibilities and Duties of the Panel

- 12 (a). Acquiring the training necessary to serve as Panel Members
- 13 (b). Selecting trainers and/or training providers for participants in the PAR
- 14 Program
- 15 (c). Arranging training for Consulting Teachers prior to their participation in the
- 16 program
- 17 (d). Notifying Referred Teachers, and their site principal, of their participation in
- 18 the PAR Program
- 19 (e). Notifying teachers of their appointment as Consulting Teachers
- 20 (f). Making available to Referred Teachers the list of available Consulting
- 21 Teachers
- 22 (g). Processing all requests for a change of Consulting Teachers
- 23 (h). Changing Consulting Teachers when requested and when Consulting Teachers
- 24 are available

- 1 (i). Adopting, subject to the approval of the Bargaining Unit and District
2 negotiating teams, the rules, procedures and forms as required to implement
3 the provisions of this Article
- 4 (j). Distributing on or before September 15 of each school year, a copy of the
5 adopted rules and procedures to all members of the Bargaining Unit and all
6 administrators
- 7 (k). Determining the number of Consulting Teachers required for the upcoming
8 school year
- 9 (l). Making recommendations to the Board as outlined in Section 2 A(10) of this
10 Article. The final recommendation of the Panel will be placed in the Referred
11 Teacher's file per *Education Code* Section 44500(b)(7)
- 12 (m). Evaluating and submitting a written copy of the PAR Program, evaluation
13 and a written report explaining proposed changes and improvements to the
14 Association and the Superintendent on or before June 15 of each school year.
- 15 (n). Developing a yearly budget for the PAR Program subject to Board approval
16 and based on the following expenditures
- 17 I. Compensation for the members of the Panel and the Consulting
18 Teachers
 - 19 II. Training
 - 20 III. Release days
 - 21 IV. Conference attendance for:
 - 22 i. Panel members
 - 23 ii. Consulting Teachers
 - 24 iii. Referred Teachers
 - 25 iv. Volunteer Teachers

1 v. Principals with a Referred Teacher receiving assistance

2 V. Secretarial costs

3 VI. Materials

4 VI. Other costs deemed necessary by the Panel

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

7 (p). Evaluating the performance of Consulting Teachers annually

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

10 (r). Assigning Consulting Teachers for all first-time referrals

11 (s). Assigning Consulting Teachers to Volunteer Teachers when feasible

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

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

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

24 D. Consulting Teacher

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

3 (2). Qualifications

4 (a). A credentialed teacher with permanent status

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

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

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

10 I. Effective oral and written communication skills

11 II. Effective classroom management and discipline

12 III. A knowledge of subject matter

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

14 V. A knowledge of students and their behavior

15 (3). Selection Process

16 (a). Vacancies will be advertised district-wide

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

19 (c). All applicants must submit references from

20 I. Their building principal or immediate supervisor

21 II. A unit member

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

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

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- (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

- 1 (a). To work with a maximum of two (2) teachers at any one time [Two (2)
2 Referred Teachers, two (2) Volunteer Teachers, or one (1) Volunteer Teacher
3 and one (1) Referred Teacher but never more than a maximum of two (2)]
- 4 (b). Meeting with the Referred Teacher, and, when necessary, the Referred
5 Teacher's principal, to
- 6 I. Discuss the PAR Program
 - 7 II. Establish written performance goals
 - 8 III. Develop a written assistance plan
- 9 (c). Conducting multiple observations of the Referred Teacher which include pre-
10 observation and post-observation conferences
- 11 (d). Assisting Referred Teachers by
- 12 I. Demonstrating
 - 13 II. Coaching
 - 14 III. Providing the Referred Teacher with at least one (1) written progress
15 report midway through the term of assistance
 - 16 IV. Conferencing with the Referred Teacher concerning all reports
 - 17 V. Implementing other programs designed to help the Referred Teacher and
18 deemed necessary by the Consulting Teacher
 - 19 VI. Suggesting to the Referred Teacher
 - 20 i. Professional meetings
 - 21 ii. Workshops
 - 22 iii. Conferences
 - 23 iv. Other meetings or classes - 24 VII. Discussing with the Referred Teacher all meetings attended in VI above.
- 25 (e). Documenting all assistance given to the Referred Teacher

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

3 3. Revenue

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

14 4. Compensation

- 15 A. PAR Panel members shall receive a stipend as designated on Exhibit D.
16 B. PAR Consulting Teachers shall a stipend as designated on Exhibit D.
17 C. PAR Consulting Teachers will receive an additional one hundred dollars (\$100) a
18 month with a maximum of one thousand dollars (\$1,000) for each Volunteer
19 Teacher assisted.
20

21 **ARTICLE XIX**

22 **DISCIPLINE SHORT OF DISMISSAL**

- 23 1. Unit members may be subject to discipline short of dismissal for just cause.
24 2. This article shall apply to unit members who engage in acts of misconduct and shall not
25 be used to discipline unit members for unsatisfactory performance.

- 1 3. Discipline short of dismissal is defined exclusively as suspension of duties without pay
2 for up to a maximum of fifteen (15) working days.
- 3 4. Only the Superintendent may suspend a unit member without pay. Such a suspension
4 shall not reduce or deprive the unit member of his/her health and welfare benefits.
- 5 5. Progressive discipline principles shall apply except where the incident of misconduct
6 justifies immediate suspension (see number 9 below) or where the incident involves
7 sexual misconduct or physical violence (including inappropriate use of force against a
8 student). Note: progressive discipline is generally considered verbal warning for
9 misconduct followed by written warnings for continued violations and which will result
10 in suspension if the violations do not end.
- 11 6. Prior to administering the discipline, the Superintendent shall provide the unit member
12 and the Association, in writing and concurrently, with notification of a Notice of Intent
13 to Suspend. The Notice of Intent to Suspend shall contain a specific statement of the
14 act(s) or infraction(s) upon which the disciplinary action is based, the proposed
15 disciplinary action to be taken by the District and a statement of the violation including,
16 where applicable, any rules, regulations or statutes, if any, which the unit member is
17 alleged to have violated. No final Notice of Suspension shall be issued until the unit
18 member has had an opportunity to provide a written response to the charges. The
19 District will investigate any incident of possible misconduct in a timely manner (after
20 becoming aware of the incident) before initiating discipline under this article. All
21 information or proceedings regarding any such actual or proposed disciplinary action
22 shall be kept confidential by the District.
- 23 7. If, following the preliminary review, the Superintendent determines discipline is to be
24 administered; the District shall serve written Notice of Suspension on the unit member
25 which shall include:

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- 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 then pending the outcome of the appeal. An exception is where the unit member’s

1 misconduct causes the Superintendent to determine and state in writing that the unit
2 member's presence at the job site causes a serious interference with its orderly
3 operations or constitutes an immediate danger to staff and/or students. In such a case,
4 the Superintendent must notify the Association and affected unit member verbally and
5 in writing as soon as possible after the incident causing the immediate suspension. In
6 such a case, a suspension of up to fifteen (15) days may be implemented immediately.
7 If the suspension is not upheld in an appeal, the unit member shall be granted back pay
8 as a remedy.

9 10. Nothing included in this Article shall preclude or affect the District's right to
10 implement discipline not covered by this Article.

11 11. A work day for this Article is defined as any day when a school within the District is in
12 session.

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

15 16 **ARTICLE XX**

17 **PHYSICAL EXAMINATIONS**

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

22 2. The Board reserves the right to require a mental examination for any certificated
23 employee of the District in accordance with provisions of *Education Code* Section
24 44932. Costs of such tests will be fully incurred by the District.

1 **ARTICLE XXI**

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

- 3 1. Teachers shall be on duty during two (2) days scheduled for orientation. Not more than
4 three (3) total hours of orientation meetings (including both District and school) shall
5 be scheduled during these orientation days. Teachers shall spend the remainder of the
6 time preparing their classrooms, developing lesson plans and materials and in other
7 activities as designated by the principal.
- 8 2. All unit members shall be checked out of their assigned school by the principal or
9 his/her designee. The checkout procedure shall start after the pupils are dismissed on
10 the last day of attendance and continue until all unit members are checked out.
11 Following completion of the checkout procedure, the unit member shall be at liberty to
12 depart.
- 13 3. Teachers new to the District shall be assigned one (1) additional orientation day.

14 **ARTICLE XXII**

15 **SAVINGS**

- 16
- 17 1. If any provision of this Agreement or any application thereof to any teacher is held by
18 the highest court of the State or by a Federal court to be contrary to law, then such
19 provision or application will be deemed invalid to the extent required by such court
20 decision, but all other provisions or applications shall continue in full force and effect.
- 21 2. Rulings of the Public Employment Relations Board on this contract upon referral of
22 either party to said contract shall be binding upon both parties.
- 23
- 24

25 **ARTICLE XXIII**

1 **COMPLETION OF MEET AND NEGOTIATION**

- 2 1. During the term of this Agreement, the District and the Association expressly waive
3 and relinquish the right to meet and negotiate and agree that neither party shall be
4 obligated to meet and negotiate with respect to any subject or matter whether referred
5 to or covered in this Agreement or not, even though each subject or matter may not
6 have been within the knowledge or contemplation of either or both the District or the
7 Association at the time they met and negotiated on and executed this Agreement; and
8 even though such subjects or matters were proposed and later withdrawn.
9

10 **ARTICLE XXIV**

11 **MISCELLANEOUS PROVISIONS**

- 12 1. An individual contract for this school year between the Board and an individual teacher
13 heretofore executed shall be subject to, and consistent with, the terms and conditions of
14 the Agreement. Hereafter, each teacher will receive notification of his/her tentative
15 teaching position by May 10th.
- 16 2. This Agreement shall supersede any rules, regulations or practices of the Board which
17 are, or may in the future, be contrary to or inconsistent with its terms.
- 18 3. A teacher’s written notice of resignation from the district shall remain revocable until
19 the close of business on the third day following submission of the notification of
20 resignation.
- 21 4. It is expressly understood that administrators have the option of exercising “benevolent
22 paternalism” in cases not covered by the Contract. Such options, when exercised, shall
23 not be interpreted as precedent setting for the life of the Contract.
- 24 5. The District will provide reimbursement to any employee for the loss of repairing or
25 replacing eyeglasses, hearing aids, dentures, time pieces or other personal property

1 damaged on the job without employee negligence. Repair or replacement costs will be
2 prorated on the basis of life expectancy of the item being repaired or replaced. Life
3 expectancy is to be determined by a mutually-agreed-upon source. Proof of loss may
4 be required.

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

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

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

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

12 8. Teacher on Special Assignment

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

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

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

17 9. Teacher Mileage Allowance

18 A. Refer to Board Policy #4133.

19 10. Exchange Days

20 All bargaining unit members shall be eligible for "exchange days" subject to the
21 following conditions:

22 A. Employees must apply to their site administrator one week prior to the desired
23 exchange. The request shall contain both unit members' signatures.

24 B. The site administrator's approval is final.

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

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

3
4 **ARTICLE XXV**

5 **YEAR-ROUND EDUCATION PROGRAMS**

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

- 9 A. the purpose of the program is to house additional students in existing classroom
10 facilities,
- 11 B. A building program for new facilities is actively being pursued,
- 12 C. Existing facilities are being used to their fullest potential to house students and,
13 portable classrooms have been provided up to the practical limitations of the site.
- 14 1. “60-20 PROGRAM”: All year-round education programs shall be multi-track
15 programs consisting of approximately 60 student attendance day/twenty (20) student
16 non-attendance day schedules. A reasonable effort will be made to avoid having only
17 one work day in any week. Traditional non-work days such as District holidays will
18 remain as non-work days for year-round education program employees. Calendars will
19 remain negotiable.
- 20 2. “WORKDAYS”:
- 21 A. The annual number of instructional minutes shall equal those of the teachers’
22 counterparts on a traditional calendar. The actual number of teacher work days and
23 student attendance days shall be part of the development of the calendar. The number
24 shall not exceed the number of traditional calendar days. Teachers in a year-round
25 program shall serve their two non-instructional duty days as shown on the calendar.

1 The number of minimum days at each track per school shall be the same as those on the
2 traditional calendar as provided by the Agreement. In a multi-track, year-round
3 school, a minimum day will be provided on the ending day of each track.

4 3. “INITIAL TRACK ASSIGNMENTS” – ELEMENTARY:

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

11 (1). Certification (appropriate credential)

12 (2). Track placement of spouses so they may be on the same track regardless of school
13 sites

14 (3). District experience appropriate to the assignment

15 (4). Site seniority for permanent teachers

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

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

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

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

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

1 (2). Spouses in the District, both wishing to be in a traditional calendar, shall be given
2 priority in assignments that will meet that need.

3 4. “INITIAL TRACK ASSIGNMENTS” – SECONDARY:

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

8 (1). Certification (appropriate credential)

9 (2). Site seniority for permanent teachers.

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

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

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

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

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

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

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

1 5. “CHANGE OF TRACK ASSIGNMENT”

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

5 B. Reassignment Due to Grade Level Fluctuations:

6 (1). Unit members shall not be transferred or reassigned arbitrarily, capriciously or
7 without a rational basis in fact.

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

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

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

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

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

- 1 7. “ADDITIONAL DAYS”: The District, within its discretion, may request but not
2 require employees to work additional days beyond their regular work year. Employees
3 who agree to do so shall be paid on a per diem basis. Employees shall be credited with
4 one additional sick leave day for each such 16 additional days worked in a fiscal year.
- 5 8. “PROFESSIONAL ACTIVITIES”: Teachers assigned to the Year-Round Education
6 Program shall be provided with full opportunity to serve as mentor teachers and
7 participate in District committees, SIP activities, professional growth conferences, or
8 similar professional activities, and also to apply for any leave specified in the
9 Agreement. Off-session teachers participating in otherwise uncompensated
10 professional activities requested by the District shall receive per Diem compensation.
11 Off-session teachers shall be notified by the U.S. mail of all District information that
12 on-session teachers receive on site.
- 13 9. “SUBSTITUTING”: Teachers on non-workdays will be given first consideration to
14 substitute if they have notified the District in advance that they will accept a substitute
15 assignment.
- 16 10. “CLIMATE CONTROL”: Climate control shall be provided to each classroom in the
17 Year-Round Education Program. Flexibility to begin earlier in the day under
18 emergency conditions due to hot days or failure of air-conditioners to meet industry
19 standards for climate control will be at the discretion of the site teachers and principal.
- 20 11. “ROVING TEACHERS”: If the “roving teacher” concept is used, the extra effort and
21 time associated with a teacher changing classrooms each time any of the tracks go onto
22 vacation shall be taken into account. School-wide roving teachers shall be exempt from
23 extra duty assignments. Departmental or grade level roving teachers shall have their
24 duties distributed among the non-rovers in their department.

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

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

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

13 14. "TRANSFERS, ETC.": Transfers, reassignments and leaves of Year-Round Program
14 employees shall be subject to Articles VIII and IX of the existing Agreement and to
15 applicable sections of this Article.

16 15. "AUXILIARY PERSONNEL": Auxiliary personnel are to be assigned on a voluntary
17 basis at their per diem rate.

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

20 17. "SABBATICAL LEAVE": Teachers in Year-Round Education Programs may request
21 sabbatical leave for a trimester.

22 18. "EQUITABLE DISTRIBUTION": As nearly as practicable, students shall be
23 distributed equitably among tracks and classes by gender, ability and numbers.

24 19. "DEPARTMENTAL ASSIGNMENTS": Every effort will be made to limit the number
25 of secondary multi-departmental assignments.

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

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

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

13
14 **ARTICLE XXVI**

15 **CONTRACT DISCREPANCIES**

16 The District will perform the task of revising, drafting, printing and distributing the Collective
17 Bargaining Agreement to reflect the changes in language, which may have been agreed to by
18 the parties through the collective bargaining process.

19 This Agreement accurately reflects the negotiations of the respective parties. The parties,
20 however, also acknowledge the possibility that this Agreement may contain clerical errors
21 and/or omissions.

22 In the event that either party discovers what it believes to be an error after signing the
23 Agreement, such party shall attempt to informally resolve the matter with the other party. If an
24 informal resolution is not successful, the Association may pursue the matter as a grievance

1 under Article XVI. In any arbitration arising out of such a grievance, the bargaining history
2 between the parties shall be given the most weight as evidence of the intention of the parties.

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

4 BOARD OF EDUCATION

LOS BANOS TEACHERS' ASSOCIATION

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

CHARLESTON ELEMENTARY SCHOOL
HENRY MILLER ELEMENTARY SCHOOL
LOS BANOS ELEMENTARY SCHOOL
R. M. MIANO ELEMENTARY SCHOOL
VOLTA ELEMENTARY SCHOOL
LOS BANOS JUNIOR HIGH SCHOOL
LOS BANOS HIGH SCHOOL
SAN LUIS HIGH SCHOOL

Los Banos Unified School District

BOARD OF TRUSTEES — B. H. FREEMAN, HARRY LOEFFLER, PAT MASTRO, JOHN ROSELLI,
ALGARETTA CARLUCCI, JOE F. TOSCANO, DOLLY LOWER

LOUIS COSANS, District Superintendent
MARK BODLEY, Asst. Superintendent - Business

901 PACHECO BOULEVARD

LOS BANOS, CALIFORNIA 93635

Telephone (209) 826-3801

May 3, 1976

REGISTERED--RETURN RECEIPT REQUESTED

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

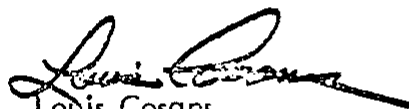
Re: Los Banos Unified School
District, Merced County,
Notice of Employer Decision
Required by Rule 30022

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


Secretary, Board of Education

Dated: April 29, 1976

Certificated Salary Schedule 2022-23 (8% Increase)

Exhibit B

Step	Class I		Class III		Class IV		Class V		Class VI	
	BA+		BA+ 30		BA+ 45 or MA+		BA+ 60 or MA+ 15+		BA+ 75 or MA+ 30+	
	No Regular Credential		Regular Credential		Regular Credential		Regular Credential		Regular Credential	
	Month	Annual	Month	Annual	Month	Annual	Month	Annual	Month	Annual
1	\$4,920.65	\$59,047.75	\$5,348.40	\$64,180.77	\$5,562.46	\$66,749.53	\$5,776.24	\$69,314.92	\$5,990.40	\$71,884.80
2	\$5,134.33	\$61,612.01	\$5,562.46	\$66,749.53	\$5,776.24	\$69,314.92	\$5,990.40	\$71,884.80	\$6,204.37	\$74,452.44
3	\$5,348.40	\$64,180.77	\$5,776.24	\$69,314.92	\$5,990.40	\$71,884.80	\$6,204.37	\$74,452.44	\$6,418.34	\$77,020.07
4	\$5,562.46	\$66,749.53	\$5,990.40	\$71,884.80	\$6,204.37	\$74,452.44	\$6,418.34	\$77,020.07	\$6,632.31	\$79,587.71
5			\$6,204.37	\$74,452.44	\$6,418.34	\$77,020.07	\$6,632.31	\$79,587.71	\$6,846.37	\$82,156.46
6			\$6,418.34	\$77,020.07	\$6,632.31	\$79,587.71	\$6,846.37	\$82,156.46	\$7,060.06	\$84,720.73
7			\$6,632.31	\$79,587.71	\$6,846.37	\$82,156.46	\$7,060.06	\$84,720.73	\$7,274.22	\$87,290.61
8			\$6,846.37	\$82,156.46	\$7,060.06	\$84,720.73	\$7,274.22	\$87,290.61	\$7,488.28	\$89,859.37
9			\$7,060.06	\$84,720.73	\$7,274.22	\$87,290.61	\$7,488.28	\$89,859.37	\$7,701.97	\$92,423.64
10			\$7,274.22	\$87,290.61	\$7,488.28	\$89,859.37	\$7,701.97	\$92,423.64	\$7,916.13	\$94,993.52
11			\$7,488.28	\$89,859.37	\$7,701.97	\$92,423.64	\$7,916.13	\$94,993.52	\$8,130.00	\$97,560.03
12			\$7,701.97	\$92,423.64	\$7,916.13	\$94,993.52	\$8,130.00	\$97,560.03	\$8,344.07	\$100,128.79
13			\$7,916.13	\$94,993.52	\$8,130.00	\$97,560.03	\$8,344.07	\$100,128.79	\$8,557.85	\$102,694.18
14			\$8,130.00	\$97,560.03	\$8,344.07	\$100,128.79	\$8,557.85	\$102,694.18	\$8,771.91	\$105,262.93
15			\$8,344.07	\$100,128.79	\$8,557.85	\$102,694.18	\$8,771.91	\$105,262.93	\$8,985.60	\$107,827.20
16			\$8,557.85	\$102,694.18	\$8,771.91	\$105,262.93	\$8,985.60	\$107,827.20	\$9,199.76	\$110,397.08
17			\$8,771.91	\$105,262.93	\$8,985.60	\$107,827.20	\$9,199.76	\$110,397.08	\$9,413.54	\$112,962.47
18			\$8,985.60	\$107,827.20	\$9,199.76	\$110,397.08	\$9,413.54	\$112,962.47	\$9,627.32	\$115,527.86
19			\$9,199.76	\$110,397.08	\$9,413.54	\$112,962.47	\$9,627.32	\$115,527.86	\$9,841.10	\$118,093.25
20			\$9,413.54	\$112,962.47	\$9,627.32	\$115,527.86	\$9,841.10	\$118,093.25		
21			\$9,627.32	\$115,527.86	\$9,841.10	\$118,093.25				
22			\$9,841.10	\$118,093.25						
23										
24									\$10,107.96	\$121,295.49
28									\$10,375.29	\$124,503.48

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, 2022

Due to rounding in the automated payroll system, some rates shown may not be exact figure and are being provided for general purposes only.

Exhibit C
LOS BANOS UNIFIED SCHOOL DISTRICT
HIGH SCHOOL
EXTRA DUTY SALARY SCHEDULE
(Effective July 1, 2023)

- 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 November & December or January & February**
- G. Paid in 2 equal payments March & April or April & May**

- | | |
|---|--|
| <p>1. <u>CATEGORY 1 (\$6,953.44)</u>
 Activities Director (A)
 Band Director (A)
 Scholarship Advisor (A)
 Theater Director (A)
 Yearbook Advisor (A)</p> <p style="padding-left: 40px;">Athletic Director (A)
 Football Head Varsity Coach (B)
 Spirit Team Advisor (A)</p> <p>2. <u>CATEGORY 2 (\$5,438.16)</u>
 Band Color Guard Director (A)
 Band Percussion Director (A)
 Choir Director (A)</p> <p style="padding-left: 40px;">Baseball Head Varsity Coach (D)
 Basketball Head Varsity Coach, Boys (C)
 Basketball Head Varsity Coach, Girls (C)
 Soccer Head Varsity Coach, Boys (C)
 Soccer Head Varsity Coach, Girls (C)
 Softball Head Varsity Coach (D)
 Track Head Varsity Coach (D)
 Volleyball Head Varsity Coach, Boys (D)
 Volleyball Head Varsity Coach, Girls (B)
 Wrestling Head Varsity Coach, Boys (C)
 Wrestling Head Varsity Coach, Girls (C)</p> <p>3. <u>CATEGORY 3 (\$4,905.68)</u>
 Baseball JV Coach (D)
 Baseball Frosh Coach/Assistant (D)
 Basketball JV Coach, Boys (C)
 Basketball Frosh Coach, Boys (C)
 Basketball JV Coach, Girls (C)
 Basketball Frosh Coach, Girls (C)
 Cross Country Head Coach (B)
 Flag Football Head Varsity Coach (B)
 pending D.O. program approval
 Football Assistant Coaches (4) (B)
 Football JV Head Coach (B)
 Football Frosh Coach/Assistant (B)
 Soccer JV/Frosh Coach, Boys (C)
 Soccer JV/Frosh Coach, Girls (C)
 Softball JV Coach (D)
 Softball Frosh Coach/Assistant (D)
 Swim Head Coach (D)
 Tennis Head Coach, Boys (D)</p> | <p><u>CATEGORY 3-Continued</u>
 Tennis Head Coach, Girls (B)
 Volleyball JV Coach, Boys (D)
 Volleyball Frosh Coach, Boys (D)
 Volleyball JV Coach, Girls (B)
 Volleyball Frosh Coach, Girls (B)
 Water Polo Head Coach, Boys (B)
 Water Polo Head Coach, Girls (B)</p> <p>4. <u>CATEGORY 4 (\$4,394)</u>
 Academic Decathlon (A)
 Band Assistant Coaches (4) (B)
 Band Assistant Coaches (4) (C)</p> <p style="padding-left: 40px;">Flag Football JV Coach/Assistant (B)
 pending D.O. program approval
 Golf Coach, Boys (D)
 Golf Coach, Girls (B)
 Spirit Team Assistant Advisors (2) (A)</p> <p>5. <u>CATEGORY 5 (\$3,859.44)</u>
 Theater Assistant (B)
 Theater Assistant (G)</p> <p style="padding-left: 40px;">Baseball Assistant Coaches (2) (D)
 Basketball Assistant Coaches, Boys (3) (C)
 Basketball Assistant Coaches, Girls (3) (C)
 Cross Country Assistant Coach (B)
 Flag Football Assistant Coaches (2) (B)
 pending D.O. program approval
 Football Assistant Coaches (2) (B)
 Football Equipment Manager (B)
 Soccer Assistant Coaches, Boys (2) (C)
 Soccer Assistant Coaches, Girls (2) (C)
 Softball Assistant Coaches (2) (D)
 Swim Assistant Coaches (2) (D)
 Tennis Assistant Coach, Boys (D)
 Tennis Assistant Coach, Girls (B)
 Track Assistant Coaches (4) (D)
 Water Polo Assistant Coach, Boys (B)
 Water Polo Assistant Coach, Girls (B)
 Wrestling Assistant Coaches (3) (C)
 Volleyball Assistant Coaches, Boys (3) (D)
 Volleyball Assistant Coaches, Girls (3) (B)</p> |
|---|--|

Exhibit C
LOS BANOS UNIFIED SCHOOL DISTRICT
JUNIOR HIGH
EXTRA DUTY SALARY SCHEDULE
(Effective July 1, 2023)

- 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 November & December or January & February
- G. Paid in 2 equal payments March & April or April & May

- 2. CATEGORY 2 (\$5,438.16)
 Activities Director (A)
 Athletic Director (A)
 Band Director (A)

- 4. CATEGORY 4 (\$4,394)
 Band Winter Guard Advisor (B, C)
 Band Winter Percussion Advisor (B, C)
 Choir Director (A)
 Yearbook Advisor (A)

- Spirit Team Advisor (A)

- 5. CATEGORY 5 (\$3,859.44)
 Academic Pentathlon (A)
 Band Flag/Auxiliary Advisors (2) (A)
 Theater Director (A)

- Baseball Coach, 7th Grade (G)
- Baseball Coach, 8th Grade (G)
- Basketball Coach, 7th Grade Boys (F)
- Basketball Coach, 8th Grade Boys (F)
- Basketball Coach, 7th Grade Girls (F)
- Basketball Coach, 8th Grade Girls (F)
- Cross Country Coach, 7th/8th (B)
- Soccer Coach, Boys (E)
- Soccer Coach, Girls (F)
- Softball Coach, 7th Grade (G)
- Softball Coach, 8th Grade (G)
- Volleyball Coach, 7th Grade (E)
- Volleyball Coach, 8th Grade (E)
- Wrestling Coach, 7th Grade (C)
- Wrestling Coach, 8th Grade (C)

- 6. CATEGORY 6 (\$3,369.60)
 Baseball Assistant Coach, 7th Grade (G)
 Baseball Assistant Coach, 8th Grade (G)
 Basketball Asst. Coach, 7th Grade Boys (F)
 Basketball Asst. Coach, 8th Grade Boys (F)
 Basketball Asst. Coach, 7th Grade Girls (F)
 Basketball Asst. Coach, 8th Grade Girls (F)
 Cross Country Assistant Coach 7th/8th (B)
 Soccer Assistant Coach, Girls (F)
 Soccer Assistant Coach, Boys (E)
 Softball Assistant Coach, 7th Grade (G)
 Softball Assistant Coach, 8th Grade (G)
 Volleyball Assistant Coach, 7th Grade (E)
 Volleyball Assistant Coach, 8th Grade (E)
 Wrestling Assistant Coach, 7th Grade (C)
 Wrestling Assistant Coach, 8th Grade (C)

Exhibit C
LOS BANOS UNIFIED SCHOOL DISTRICT
ELEMENTARY
EXTRA DUTY SALARY SCHEDULE
(Effective July 1, 2023)

- 6. CATEGORY 6 (\$3,369.60)
 Elementary Pentathlon (A)
 Elementary Yearbook (A)
 Elementary Running Club Advisor (A)

LOS BANOS UNIFIED SCHOOL DISTRICT

NEGOTIATED STIPENDS Effective July 1, 2023

1. HOME INSTRUCTION, SUMMER SCHOOL: (\$45.62)
2. SPECIAL EDUCATION: (\$1,814)
3. OUTDOOR SCHOOL: (\$127 per day)
4. INDEPENDENT STUDY: (\$45.62)
5. DEPARTMENT CHAIRPERSON: \$77.16 per section taught at the site.
6. HOURLY RATE: (\$45.62)
7. BTSA Mentor Stipend: \$2,500 Per Teacher
8. PAR Panel members: \$1,420.06 Annual (paid monthly)
9. PAR Consulting teachers: \$1,420.06 Annual (paid monthly)
10. PAR Consulting teachers- Referred Teacher Assistance: \$2,840.12 Annual (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
7/1/23

GRIEVANCE FORM

<p>For District Use Only:</p> <p>_____</p> <p>Grievance Number</p>
--

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 _____

.....

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

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 _____

Los Banos Unified School District

CERTIFICATED EVALUATION

The purpose of evaluation is the improvement of instruction.

EXHIBIT F

Teacher's Name:		Course/Subject/Grade Level		School:	Date:
<input type="text"/>		<input type="text"/>		<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Temporary <input type="checkbox"/> Probationary 1st Year <input type="checkbox"/> Probationary 2nd Year <input type="checkbox"/> Permanent					
Exceeds Standards	Meets Standards	Needs Strengthening	Does Not Meet Standards	Part I: DOMAINS OF PROFESSIONAL RESPONSIBILITY (assessed by reflection, observation, documentation, conference)	
				Engaging & Supporting All Students in Learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.1 Using knowledge of students to engage them in learning	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.2 Connecting learning to students' prior knowledge, backgrounds, life experiences and interests	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.3 Connecting subject matter to meaningful, real-life contexts	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.4 Using variety of instructional strategies, resources, and technologies to meet students' diverse learning needs	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.5 Promoting critical thinking through inquiry, problem solving, and reflection	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.6 Monitoring student learning and adjusting instruction while teaching	
Creating & Maintaining Effective Environments for Student Learning					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.1 Promoting social development and responsibility within a caring community where each student is treated fairly and respectfully	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.2 Creating physical or virtual learning environments that promote student learning, reflect diversity, and encourage constructive and productive interactions among students	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.3 Establishing and maintaining learning environments that are physically, intellectually, and emotionally safe	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.4 Creating a rigorous learning environment with high expectations and appropriate support for all students	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.5 Developing, communicating, and maintaining high standards for individual and group behavior	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.6 Employing classroom routines, procedures, norms, and supports for positive behavior to ensure a climate in which all students can learn	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.7 Using instructional time to optimize learning	
Understanding & Organizing Subject Matter for Student Learning					
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Demonstrating knowledge of subject matter, academic content standards, and curriculum frameworks	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Applying knowledge of student development and proficiencies to ensure student understanding of subject matter	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Organizing curriculum to facilitate student understanding of the subject matter	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Utilizing instructional strategies that are appropriate to the subject matter	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Using and adapting resources, technologies, and standards-aligned instructional materials, including adopted materials, to make subject matter accessible to all students	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.1 Using Knowledge of students' academic readiness, language proficiency, cultural background, and individual development to plan instruction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.2 Establishing and articulating goals for student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.3 Developing and sequencing long-term and short-term instructional plans to support student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.4 Planning instruction that incorporates appropriate strategies to meet the learning needs of all students
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4.5 Adapting instructional plans and curricular materials to meet the assessed learning needs of all students
Assessing Student Learning				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.1 Applying knowledge of the purposes, characteristics, and uses of different types of assessments
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2 Collecting and analyzing assessment data from a variety of sources to inform instruction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3 Reviewing data, both individually and with colleagues, to monitor student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4 Using assessment data to establish learning goals and to plan, differentiate, and modify instruction
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5 Involving all students in self-assessment, goal setting, and monitoring progress
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6 Using available technologies to assist in assessment, analysis, and communication of student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.7 Using assessment information to share timely and comprehensible feedback with students and their families
Developing As a Professional Educator				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1 Reflecting on teaching practice in support of student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.2 Establishing professional goals and engaging in continuous and purposeful professional growth and development
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.3 Collaborating with colleagues and the broader professional community to support teacher and student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.4 Working with families to support student learning
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.5 Engaging local communities in support of the instructional program
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.6 Managing professional responsibilities to maintain motivation and commitment to all students
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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.

Employee Name	<input type="text"/>	Job Description Title	<input type="text"/>
School	<input type="text"/>	Date	<input type="text"/>
<input type="checkbox"/> Permanent	<input type="checkbox"/> Probationary 0	<input type="checkbox"/> Probationary 1	<input type="checkbox"/> 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

Los Banos Unified School District
SUMMARY OF GOALS CONFERENCE (STULL BILL)

STULL BILL MEETING HELD ON:

Teacher will be evaluated this school year **OR** Evaluation extended for one year

Extension # (Maximum 4): 1 2 3 4

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.

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.